#### INDEPENDENT SCHOOL DISTRICT 659 REGULAR SCHOOL BOARD MEETING Monday, April 8, 2019 7:00 PM Northfield High School, Media Center

#### <u>AGENDA</u>

#### I. Call to Order

II. Agenda Changes / Table File

#### III. Public Comment

This is an opportunity for residents of the Northfield School District to address the Board. You are requested to do so from the podium. After being recognized by the chair, each individual will identify themselves and the group they represent, if any. Please state your reason for addressing the Board. To ensure that all individuals have a chance to speak, speakers will be limited to one three-minute presentation. This is not a time to debate an issue, but for the Board to hear your comments. The Minnesota Government Data Practices Act prohibits comment about specific student matters, even without naming the student, in open session. This includes the public comment portion of our meeting. The Board respects and values input on student matters, but when it relates to a specific student or to a specific student matter, such input must be heard by the appropriate personnel - such as the building principal or superintendent - and not during an open meeting of the School Board.

#### IV. Announcements and Recognitions

- V. Items for Discussion and Reports
  - A. Technology Services Presentation
  - B. Teaching & Learning Update
  - C. Policy Committee Recommendations
  - D. Change Order Limits
  - E. Gymnastics Lease Plan
  - F. Gleason Property Purchase Agreements

#### VI. Consent Agenda

- A. Approval of Minutes
- B. Gift Agreements
- C. Grant Application Approval
- D. Financial Reports
- E. Personnel Items
- VII. Superintendent's Report
  - A. Items for Individual Action
    - 1. Resolution for Termination and Non-Renewal of Probationary Licensed Staff

#### VIII. Items for Information

- A. Enrollment Report
- B. April is the Month of the Military Child
- C. SEE Day at the Capitol
- D. Construction Update #5

#### IX. Future Meetings

- A. Monday, April 22, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- B. Monday, May 13, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- C. Tuesday, May 28, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- X. Adjournment

#### NORTHFIELD PUBLIC SCHOOLS MEMORANDUM

Monday, April 8, 2019, 7:00 PM Northfield High School Media Center

# TO:Members of the Board of EducationFROM:Matthew Hillmann, Ed.D., SuperintendentRE:Explanation of Agenda Items for Monday, April 8, 2019, Regular School Board Meeting

- I. Call to Order
- II. Agenda Changes / Table File

#### III. Public Comment

This is an opportunity for residents of the Northfield School District to address the Board. You are requested to do so from the podium. After being recognized by the chair, each individual will identify themselves and the group they represent, if any. Please state your reason for addressing the Board. To ensure that all individuals have a chance to speak, speakers will be limited to one three-minute presentation. This is not a time to debate an issue, but for the Board to hear your comments. The Minnesota Government Data Practices Act prohibits comment about specific student matters, even without naming the student, in open session. This includes the public comment portion of our meeting. The Board respects and values input on student matters, but when it relates to a specific student or to a specific student matter, such input must be heard by the appropriate personnel - such as the building principal or superintendent - and not during an open meeting of the School Board.

#### IV. Announcements and Recognitions

#### V. Items for Discussion and Reports

#### A. Technology Services Presentation

At the January 28, 2019 Board meeting, Director of Technology Kim Briske presented an update on current technology projects in the district including the process of selecting the next student devices. A focus group of district staff was formed to identify the needs for student devices. This group reviewed the licensed staff survey responses and participated in vendor presentations. The recommendations of this focus group were presented at the March 11, 2019 Board meeting, and additional information regarding staff and student feedback was presented at the Board work session on March 19, 2019. At this meeting Ms. Briske will present the recommended student device lease option and associated costs for the Board's consideration. This will be an item for individual action at the next Board meeting.

#### B. Teaching & Learning Update

Mary Grace Hanson, Director of Teaching and Learning, will provide an update on Northfield Forward, ENACT, Literacy, Social Studies, and Science standards.

#### C. Policy Committee Recommendations - First Reading

The Policy Committee established a four year review cycle of all District policies: Year 1 (2018-19): 200 series, 800 series, 900 series; Year 2 (2019-20): 300 series, 400 series; Year 3 (2020-21): 100 series, 500 series; Year 4 (2021-22): 600 series, 700 series. This committee will also annually review student handbooks. Dr. Hillmann will present the committee's recommendations on Policies 203, 206, 208, 209, 210, 210.1, 211, 212, 214, 406, 801, 802, 805, 806, 807, 808. This will be an item for individual action at the next Board meeting.

#### D. Change Order Limits

Dr. Hillmann will review the recommended change order limits for the projects associated with the successful November 6, 2018 bond referendum. This will be an item for individual action at the next Board meeting.

#### E. Gymnastics Lease Plan

Director of Finance Val Mertesdorf will review the two lease options under consideration to host the Northfield High School gymnastics team for the 2019-20 season. These lease options were presented during the March 19, 2019, work session.

#### F. Gleason Property Purchase Agreements

Director of Finance Val Mertesdorf will review two draft purchase agreements between Independent School District #659 Northfield Public Schools and Gleason Real Estate Holdings, LLLP.

#### VI. Consent Agenda

Recommendation: Motion to approve the following items listed under the Consent Grouping.

#### A. Minutes

Minutes of the Regular School Board meeting held on March 11, 2019.

#### B. Gift Agreement

- A \$1,000.00 donation to Northfield High School: \$500 to the baseball program and \$500 to the softball program.
- A \$1,220.00 donation to Greenvale Park Elementary for first quarter 2019-20 snacks.

#### C. Grant Application Approval

Erin Bailey, Community Services Director, is requesting School Board approval of a \$120,000 grant request from the Minnesota Department of Education. The Greenvale Park Community School initiative serves students in grades K-12 attending Greenvale Park Elementary School or living in the Greenvale Park neighborhood in Northfield, Minnesota. The Greenvale Park Community School will dramatically expand out-of-school time programming at Greenvale. It will increase the number of Greenvale students and alumni who can access the free out-of-school time programming by offering after-school programming five days per week, evening programming twice per week, programming during school breaks, and expanded summer programming. The first 21st CCLC grant that Greenvale Park received is expiring this summer and if received, this grant covers the time frame August 1, 2019 - July 31, 2022.

#### D. Financial Reports

1. Financial Report - October 2018

Director of Finance Val Mertesdorf requests that the Board approve paid bills totaling \$2,092,660.61, payroll checks totaling \$3,259,548.62, and the financial reports for October 2018. At the end of October 2018 total cash and investments amounted to \$31,435,051.73.

2. Financial Report - November 2018

Director of Finance Val Mertesdorf requests that the Board approve paid bills totaling \$1,505,113.90, payroll checks totaling \$3,225,061.29, a wire transfer totaling \$1,000,000.00 from MSDLAF Liquid to Wells Fargo, and the financial reports for November 2018. At the end of November 2018 total cash and investments amounted to \$38,947,860.45.

3. Financial Report - December 2018

Director of Finance Val Mertesdorf requests that the Board approve paid bills totaling \$1,848,261.52, payroll checks totaling \$3,183,680.98, and the financial reports for December 2018. At the end of December 2018 total cash and investments amounted to \$37,141,821.15.

4. Financial Report - January 2019

Director of Finance Val Mertesdorf requests that the Board approve paid bills totaling \$2,872,375.45, payroll checks totaling \$3,079,995.54, bond payments totaling \$12,992,821.88, a wire transfer totaling \$2,000,000.00 from MN Trust Oper to MSDLAF Liquid, a wire transfer totaling \$3,065.40 from MN Trust Bond Refunding to MN Trust Oper, a wire transfer totaling \$2,609,000.00 from MN Trust

Bldg Bond to MN Trust Oper, and the financial reports for January 2019. At the end of January 2019 total cash and investments amounted to \$64,496,205.17.

#### E. Personnel Items

- a) Appointments
  - 1. Brittany Braucher, Long Term Substitute Child Nutrition Associate I for 3.75 hours/day at the High School, beginning 3/13/2019- approx. 4/26/2019; CNA I -\$17.58/hr.
  - 2. Stephanie Ennis, 1.0 FTE Long Term Substitute Grade 4 Teacher at Greenvale Park, beginning 05/19/2019-06/07/2019; MA, Step 2
  - 3. Jaylen Heller, Targeted Services Summer PLUS Site Assistant for up to 8 hours/day at Greenvale Park, beginning 06/13/2019-08/01/2019; Step 1-\$12.88/hr.
  - 4. Aarec Larsen, Assistant Boys Lacrosse Coach at the High School, beginning 04/03/2019; Level H, Step 1-50% Stipend
  - 5. Makenzie Mathews, 1.0 FTE Long Term Substitute Early Childhood Special Education Teacher at Longfellow, beginning 04/10/2019-05/24/2019; BA, Step 1-pending obtaining licensure
  - 6. Mike Noel, Event Workers-Varsity Softball Announcer as needed at softball games at the High School, beginning 4/6/2019; Event worker rate.
  - 7. Anja Stromme, Targeted Services Summer PLUS Site Assistant for up to 8 hours/day at Greenvale Park, beginning 06/13/2019-08/01/2019; Step 1-\$12.88/hr.
  - 8. Mark Westblade, Assistant Boys Golf Coach at the High School, beginning 03/18/2019; Level I, Step 1
  - 9. Community Services Summer 2019 Brochure Instructors: See Attached.
  - Fall/Winter Spring Recreation Positions #2822, Effective March 12, 2019-May 31, 2019 Jonathan Pownell, Lifeguard \$10.65/hour, Class Lead \$10.50/hour, Swim Aide, \$10.11/hour Hannah Ringlien, Lifeguard \$10/hour, Class Lead \$10.50/hour, Swim Aide, \$9.86/hour Ava O'Hara-Brantner Lifeguard \$10.46/hour, Class Lead \$10.50/hour, Swim Aide \$10.11/hour Tristan Belzer, Lifeguard \$10.46/hour, Class Lead \$10.50/hour, Swim Aide \$10.11/hour Bryce Malecha, Lifeguard \$10.21, Class Lead \$10.50/hour, Swim Aide \$\$9.86/hour Marcella Manivel, Lifeguard \$10.46/hour, Class Lead \$10.50/hour, Swim Aide \$10.11/hour Christian Heuchert, Lifeguard, \$10.61/hour, Class Lead \$10.50/hour, Swim Aide \$10.11/hour
- b) Increase/Decrease/Change in Assignment
  - 1. **Correction:** Marilyn Frey, Special Ed EA-PCA at the High School, add Special Ed EA-PCA Bus for approximately 90 minutes/day with the District, effective 02/28/2019-04/10/2019.
  - 2. Correction: Richelle Kruger, Special Ed EA-PCA at the High School, add Special Ed EA-PCA Bus for approximately 1.5 hours/day with the District, effective 02/28/2019-04/10/2019.
  - 3. Sheila Atkinson, Educational Assistant at Bridgewater, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
  - 4. Stephanie Balma, Teacher at Longfellow, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 2-\$27.11/hr.
  - 5. Kristin Basinger, Educational Assistant at the Middle School, add Summer PLUS Site Lead for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/12/2019-08/02/2019; Step 4-\$17.48/hr.
  - 6. Rachael Basinger, Educational Assistant at the Middle School, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 2-\$13.22/hr.
  - 7. Samantha Becker, Gen Ed EA-Media-Temporary at the Middle School, change to Gen Ed EA-Media continuing contract at the Middle School, effective 03/19/2019.
  - 8. Robert L Benson, Educational Assistant at Sibley, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
  - 9. Brittany Braucher, Long Term Substitute Child Nutrition Associate I at the High School, change to Child Nutrition Associate I for 3.75 hours/day at the High School, effective 04/03/2019; \$17.58/hr.
  - 10. Elizabeth Brewer, Educational Assistant at the Middle School, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
  - 11. Stephanie Ennis, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 3-\$27.11/hr.
  - 12. Janet Gannon, Educational Assistant at the Middle School, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/12/2019-08/02/2019; Step 4-\$14.13/hr.
  - 13. Robert Garcia, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 9-\$28.22/hr.
  - 14. Michael Garlitz, Educational Assistant at Bridgewater, add Summer PLUS Teacher for up to 3 hours/day and Substitute as needed Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 1-\$27.11/hr.

- 15. Michael Garlitz, Educational Assistant at Bridgewater, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
- 16. Cece Green, Child Nutrition Manager II for 8 hours/day at the High School, change to Summer Child Nutrition Lead for up to 6 hours/day at Greenvale Park, effective 06/11/2019-08/19/2019. \$21.46/hr.
- 17. Jackie Groth, Educational Assistant at Bridgewater, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 3-\$13.56/hr.
- Robbin Hedberg, Educational Assistant at the Middle School, add Summer PLUS Site Assistant for up to 6 hours/day and bus duties for up to 2 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 2-\$13.22/hr.
- 19. Mitzi Holden, CNA I at Greenvale Park, add Targeted Services Summer PLUS Site Assistant for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 3-\$13.56/hr.
- 20. Kristin Hummel, Teacher at Bridgewater, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
- 21. Nancy Ivers, Targeted Services PLUS Teacher, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
- 22. Kristin G Johnson, Behavior Coach at Greenvale Park, add Community School Evening Club Leader for 3 days for up to 3 hours/day at Greenvale Park, effective 03/26/2019-06/07/2019; \$21.01/hr.
- 23. Kristin G Johnson, Behavior Coach at Greenvale Park, add Summer PLUS Teacher for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 2-\$27.11/hr.
- 24. Joe Jorgensen, Teacher at the High School, add Rock and Roll Revival Set builder at the High School, effective 1/3/2019; \$2,800-Stipend
- 25. Anna Kelly, Educational Assistant at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
- 26. Brent Kivell, Soccer Coach at the Middle School, add Rock N Roll Revival-Set Builder at the High School, effective 1/3/2019; \$1,400-Stipend
- Carolyn Manderfeld, Educational Assistant at the Middle School, add Targeted Services Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 2-\$27.11/hr.
- Jenelle Mullin, Child Nutrition Associate III for 7 hours/day at the High School, change to Summer Child Nutrition Associate for up to 5 hours/day at the Middle School, effective 06/11/2019-08/08/2019. \$17.58/hr.
- 29. Arlette Nelson, Educational Assistant at Bridgewater, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
- 30. Matti Prayfrock, Site Assistant at Greenvale Park, add Summer PLUS Site Assistant for up to 6 hours/day and bus duties for up to 2 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 3-\$13.56/hr.
- 31. Rachel Rolling, Teacher at the ALC, add Targeted Services Summer BLAST Teacher for up to 4.75 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-07/26/2019; Yr. 1-\$27.11/hr.
- 32. Deborah Russell, Teacher at Sibley, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 3-\$27.11/hr.
- Ann Schmidt, Child Nutrition Associate II/Child Nutrition Associate III for 7.5 hours/day at the High School, change to Summer Child Nutrition Associate for up to 4 hours/day at Greenvale Park, effective 06/11/2019-08/08/2019; \$17.58/hr.
- 34. Robyn Spillman, Educational Assistant at Greenvale Park, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
- 35. Josh Spitzack, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 5-\$27.73/hr.
- 36. Gloria Sterud, Educational Assistant at the Middle School, add Summer PLUS Teacher for up to 3 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
- 37. Ella Stromme, PLUS Site Assistant at Greenvale Park, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 1-\$12.88/hr.
- Karie Svien, Educational Assistant at the Middle School, add Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 1-\$12.88/hr.
- 39. Erik Swenson, Teacher at Bridgewater, add Assistant Boys Tennis Coach at the Middle School, effective 04/01/2019-05/30/2019. Level I, Step 1
- 40. Gina Swenson, Teacher at Sibley, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 6-\$27.73/hr.
- 41. Brigitte Tisdale, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 5-\$27.73/hr.

- 42. Diane Torbenson, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 6-\$27.73/hr.
- 43. Ellen Trotman, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 2 hours/day and sub as a needed Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 4-\$27.73/hr.
- 44. Jessica VanZuilen, Special Ed EA-PCA for 6.75 hours/day at the High School, change to Special Ed EA-PCA for 6.5 hours/day at the High School, effective 03/18/2019-06/07/2019.
- 45. Matt Walsh, Site Leader at the Middle School, add Targeted Services Summer BLAST Site Leader for up to 5.5 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-08/02/2019; Step 1-\$15.90/hr.
- 46. Katrina Warner, PLUS Site Assistant/Sub EA, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
- 47. Katherine Woodstrup, Teacher at Bridgewater, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 9-\$28.22/hr.
- c) Leave of Absence
  - 1. Update: Christa Danielson, Teacher at Bridgewater, Extend FMLA/Medical Leave of Absence for Childcare, effective on or about 03/25/2019-5/24/2019.
  - 2. Update: Diane Frederick, Special Ed Teacher at the Middle School, Extend FMLA/Medical Leave of Absence, effective 01/29/2019-03/26/2019.
  - 3. Update: Kelly Johnson, Teacher at Sibley, FMLA/Medical Leave of Absence for Childcare, effective on or about 3/28/2019-05/03/2019.
  - 4. Dorothy Cohan, Administrative Assistant at the District Office, Family/Medical Leave of Absence for Childcare, effective on or about 08/19/2019 for 8 work weeks.
  - 5. Rebecca Lorang, Teacher at the Middle School, FMLA/Medical Leave of Absence for Childcare, effective on or about 9/03/2019-01/03/2020.
  - 6. Dee Tomczik, Educational Assistant at Bridgewater, FMLA/Medical Leave of Absence, effective 4/10/2019-4/30/2019.
- d) <u>Retirements/Resignations/Terminations</u>
  - 1. Elizabeth Bade, Health Services Coordinator with the District, retirement effective at the end of the 2018-2019 school year.
  - 2. John Bade, Art Teacher at the Middle School, retirement effective at the end of the 2018-2019 school year.
  - 3. Karin Bartlett, CNA I at Sibley, resignation effective 04/15/2019. Will continue as a substitute CNA with the District.
  - 4. Brent Bielenberg, Head Girls Hockey Coach at the High School, resignation effective 03/13/2019.
  - 5. Craig Croone, Teacher at the Middle School, retirement effective at the end of the 2018-2019 school year.
  - 6. Matthew Laudenbach, Teacher at the High School, resignation effective 06/14/2019.
  - 7. Cori Yamry, Volleyball Coach at the Middle School, resignation effective 3/19/2019.

\* Conditional offers of employment are subject to successful completion of a criminal background check and Prework screening (if applicable)

#### VII. Superintendent's Report

- A. Items for Individual Action
  - 1. <u>Resolution for Termination and Non-Renewal of Probationary Licensed Staff</u>. The Board is requested to adopt the enclosed Resolution related to the termination and non-renewal of the teaching contract of the following probationary licensed teachers effective at the close of the current 2018-2019 school year.

Name	<u>FTE</u>	Position
Enge, Jessica	1.0	Special Education
Ennis, Stephanie	1.0	Long-term Substitute Elementary
Fatze, Christopher	1.0	Special Education
Gross, Lydia	1.0	Early Childhood Special Education
Haley, Paige	1.0	Kindergarten
Harner, Steven	1.0	Industrial Technology
Klein, Melanie	1.0	Special Education
Kurtz, Renae	1.0	Elementary Art
Lynch, Angela	1.0	Special Education
Peterson, Betsy	1.0	Grade 1

Pfaffinger, Justin	1.0	Math
Robertson, Caitlin	1.0	Grade 6
Rydberg, Terry	.60	Secondary Art
Solinger, Amanda	1.0	Long-term Substitute Kindergarten
Waters, Katherine	1.0	Early Childhood Special Education
Weber, Jessica	1.0	Special Education

**Superintendent's Recommendation:** Motion to adopt the Resolution related to the termination and non-renewal of the teaching contract of the probationary licensed teachers listed above effective at the close of the current 2018-2019 school year.

#### VIII. Items for Information

- A. Enrollment Report. The Enrollment Report for April 2019 is included in the packet.
- B. <u>April is the Month of the Military Child</u>. Dr. Hillmann will review the press release and the Minnesota proclamation from Governor Walz. We wish to recognize and thank children from military families for the sacrifices they make living the military lifestyle.
- C. <u>SEE Day at the Capitol</u>. Board Chair Pritchard will report on the Schools for Equity in Education Day at the Minnesota state capitol held on Tuesday, March 26, 2019.
- D. Construction Update #5. Dr. Hillmann will provide an update on the District's construction projects.

#### IX. Future Meetings

- A. Monday April 22, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- B. Monday, May 13, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- C. Tuesday, May 28, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center

#### X. Adjournment

#### Northfield Public Schools | Technology Services Update Narrative | 4-8-19

Kim Briske, Director of Technology Services will present a proposal to enter into a new iPad lease agreement. Feedback from staff, parents, and students gathered over the past months indicates a desire to continue with iPads for student devices.

Current leases include three phases of devices from leases that began in 2015 and 2016. Phase 1 included 910 iPad Mini 2s, beginning in July of 2015. Phase 2 included 2,650 iPad Air 1s, beginning in January of 2016. Phase 3 included 480 iPad Mini 2s, beginning in July of 2016. These three leases provided a total of 4,040 iPads for use by licensed staff and students in grades K-12.

The current proposal increases the total number of devices from 4,040 to 4,200 in order to account for changes in secondary enrollment and to expand the 1:1 device ratio to third grade (previously 1:1 devices were provided beginning in fourth grade). The Technology Services Department and Elementary Principals are working on possible options to increase the number of iPads available to classrooms that do not currently have 1:1 device ratios, as several staff members have requested additional device access. The lease proposal includes 100 devices for this use. This proposal includes a lease of 4,200 iPads, each with a Logitech Crayon for ease of writing and drawing activities, as well as the STM Dux case with a slot to house the Crayon. The iPad model included in this proposal is the iPad 6th Generation, a full-size iPad (9.7" screen). This iPad will provide double the storage capacity of currently leased devices, as well as increased technical capacity.

The District has budgeted a total of \$422,000 annually for iPad leases and management over the past three years. The current proposal includes a total of approximately \$427,000 per year for the next four years, an increase of approximately 1% over current spending. Of that total, \$403,000 would be funded through the capital allocations budget, and \$24,000 would be funded from the general fund technology budget for device management. A similar amount is currently funded through the general fund technology budget for this purpose. The lease terms would be similar to our current leases in providing the District ownership of the devices after the fourth payment or the ability to leverage the value of the devices to refresh the lease after three years. This lease would allow the District to deploy devices to more students, and it includes the addition of the Logitech Crayon to allow for a much improved writing experience with the iPad.

The recommendation is to move forward with this lease as described in the accompanying documents.

The current proposal also includes services from Apple to unpackage, asset tag, and case all of the iPads at a rate of \$2.00/device. This is a process that we have usually completed by hiring staff at for hourly pay. We recommend using this service from Apple in order to streamline the process of receiving and deploying the devices, as well as to limit the need for our district to manage the disposal of device, case, and crayon packaging.

If the 1% increase in spending for the iPad leases were not approved, our best option would be to reduce the number of iPads, cases, and crayons by twenty to 4,180, and to eliminate the Apple custom deployment services described above.

### Apple Inc. Education Price Quote

Customer:	Kimberly Briske NORTHFIELD PS/ISD 659 Phone: 15076643399 email: kbriske@northfieldschools.org	Apple Inc:	Karen Dunlap 5505 W Parmer Lane Bldg 7 Austin, TX 78727–6524 Phone: +1–512–6746918 x 46918 email: kdunlap@apple.com
Apple Quote:	2205424991		
Quote Date:	Wednesday, April 03, 2019		
Quote Valid Until:	Saturday, April 27, 2019		

#### **Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	<b>iPad Wi-Fi 32GB – Space Gray (10-pack)</b> Part Number BN3U2LL/A	420	\$2,940.00	\$50.00	\$2,890.00	\$1,213,800.00
	<b>iPad Wi-Fi 32GB - Space Gray (10- pack)</b> Part Number: MR8A2LL/A Quantity: <b>4,200</b>					
2	STM Dux Plus Case for 9.7-inch iPad (6th generation) with built- in holder for Apple Pencil – Black – Special 10-Pack Pricing Part Number BNCD2LL/A	420	\$349.50	\$0.00	\$349.50	\$146,790.00
	STM dux plus case for 9.7-inch iPad (6th generation) with built-in holder for Apple Pencil – Black Part Number: HM9D2ZM/A Quantity: 4,200					
3	AppleCare OS Support - Preferred Part Number D5690ZM/A	1	\$15,996.00	\$15,996.00	\$0.00	\$0.00
4	APS CUSTOM IPAD DEPLOY	4,200	\$6.50	\$4.50	\$2.00	\$8,400.00

OFFSITE SVCS-USA

Part Number D6160LL/A

5	Logitech Crayon for iPad Air (3rd Gen.), iPad mini (5th Gen.) and iPad (6th Gen.) Part Number HM6V2ZM/A	4,200 \$49.95 \$0.00 \$49.95	\$209,790.00
		Extended EDU List Price Total	\$1,634,676.00
		Total Discount	\$55,896.00
		Extended Discounted Price Subtotal	\$1,578,780.00
		– Additional Tax	\$0.00
		- Estimated Tax	\$0.00
		Extended Discounted Total Price*	\$1,578,780.00
		*In most cases Extended discounted Total price does not include Sales Tax *If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary	

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2205424991. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <a href="https://ecommerce.apple.com">https://ecommerce.apple.com</a>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to <u>institutionorders@apple.com</u>. Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.
  - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT <u>contracts@apple.com</u>.
- B. B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
  - APPLE INC. AS THE VENDOR
  - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
  - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
  - PURCHASE ORDER NUMBER
  - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY

- TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
- CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL {QuoteExpirationDate} UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
  - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 1913736 Opportunity ID: 18000002224036 <u>https://ecommerce.apple.com</u> Fax:

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Document rev 10.6.1

Date of last revision - June 20th, 2016

### Financial Services

### \$1 Purchase Option

Thank you for considering Apple Financial Services to fund your technology plan. Please find your \$1 Purchase Option financing proposal below.

Financed Amount	Payment Date	Payment Amount (In Advance)
\$1,578,780.00	07/05/2019	\$402,941.24
	07/05/2020	\$402,941.24
	07/05/2021	\$402,941.24
	07/05/2022	\$402,941.24
Dated 5/22 with first pmt 7/5/2019		

#### What is a \$1 Purchase Option?

This is a financing option designed for equipment ownership at the end of the financed term. The \$1 Purchase Option creates predictable payments while enabling universities and schools to deploy years' worth of equipment today using budgeted funds.

#### Why use a \$1 Purchase Option?

This option is usually recommended for educational institutions that know they want to own equipment at the end of term. Once the financed term ends, ownership will enable flexibility: continue using the equipment or trade it in to recover value toward new gear.

### **Financial Services**

#### What are my options at the end of the financed term?

End of term options will be detailed in the final documents. The options include:

1. Purchase the equipment at end of term for \$1.

2. Trade in equipment for value toward a new purchase or financed term.

Overall, the \$1 Purchase Option enables administrators to buy more equipment today, while providing the flexibility that ownership allows.

Please do not hesitate to call or email me at the contact information below with any questions.

#### **Tim Guiling**

Area Financing Manager– | Apple Financial Services T: 636–778–9921 | E: tguiling@apple.com

#### Pricing Notes and Conditions

This proposal is for informational purposes and does not constitute a legally binding obligation of either party. Subject to the satisfactory completion of the Lessor's standard credit approval process and the completion of documentation acceptable to the Lessor. Apple Financial Services is not a financial advisor and does not have a fiduciary duty to you under federal securities laws. Consult with your financial advisor regarding the options offered.

Lease Discount Disclosure Statement: Apple Inc. through the Apple Financial Services program may provide an equipment discount to certain third-party investors. The discount may be applied to facilitate a lease rate discount. The actual interest rate paid on any resulting lease may be reflected in an amortization table provided with lease documents. The quoted payment amount does not include amounts that may be due for taxes or fees, if applicable.

The lease charge portion of the payments can be determined by applying to the total adjusted cost the rate which will amortize the total adjusted cost down to the purchase option amount. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs and fees incurred by the third-party investor. Rates may be subject to verification that the Lessee is a state or political subdivision as defined in Sec. 103 of the IRS Code, 1986.

Compounding Period:	Annual
Nominal Annual Rate:	1.290%

#### **Cash Flow Data - Loans and Payments**

	Event	Date	Amount	Number	Period	End Date
1	Loan	05/22/2019	1,578,780.00	1		
2	Payment	07/05/2019	402,941.24	4	Annual	07/05/2022

#### TValue Amortization Schedule - Normal, 365 Day Year

Date	Payment	Interest	Principal	Balance
Loan 05/22/2019				1,578,780.00
1 07/05/2019	402,941.24	2,455.11	400,486.13	1,178,293.87
2019 Totals	402,941.24	2,455.11	400,486.13	
2 07/05/2020 <b>2020 Totals</b>	402,941.24 <b>402,941.24</b>	15,199.99 <b>15,199.99</b>	387,741.25 <b>387,741.25</b>	790,552.62
3 07/05/2021 2021 Totals	402,941.24 <b>402,941.24</b>	10,198.13 <b>10,198.13</b>	392,743.11 <b>392,743.11</b>	397,809.51
4 07/05/2022 2022 Totals	402,941.24 <b>402,941.24</b>	5,131.73 <b>5,131.73</b>	397,809.51 <b>397,809.51</b>	0.00
Grand Totals	1,611,764.96	32,984.96	1,578,780.00	

#### Last interest amount decreased by 0.01 due to rounding.

ANNUAL PERCENTAGE	FINANCE CHARGE	Amount Financed	Total of Payments
<b>RATE</b> The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
1.289%	\$32,984.96	\$1,578,780.00	\$1,611,764.96



### iPad for Education

The power and flexibility of iPad gives students the freedom to explore and express new ideas whenever and wherever inspiration strikes. With support for Apple Pencil, amazing education apps, and advanced built-in technologies, iPad can be anything students want it to be. It has the power to create anything students dream up, yet it's so intuitive, they can immediately take an idea and run with it. And at just \$299 for education institutions, the 9.7-inch iPad is more affordable than ever.



iPad comes with free Apple-designed apps for creativity and productivity.<sup>1</sup> To take learning even further, nearly 200,000 education apps are available in the App Store. And now, with augmented reality in iOS apps, students can explore concepts in ways that weren't possible before.<sup>2</sup>

#### Free Apple apps



**Pages.** Transform written reports into interactive digital books complete with photos, illustrations, and audio recordings.



**Keynote.** Bring presentations to life with drawings, photos, videos, audio recordings, and animations.



Numbers. Express ideas with interactive charts, images, videos, and drawings that go beyond a mere spreadsheet.



**GarageBand.** Create music, record poetry, compose soundtracks for a documentary film, and more.



**iMovie.** Bring the power of moving images to storytelling—complete with music, titles, and effects.



#### Tools for teaching



**Classroom.** This versatile teaching assistant puts the teacher in charge of every iPad in the classroom, keeping students focused, even when they're working on different tasks.



**Schoolwork.** The new Schoolwork app lets teachers easily assign anything—from worksheets to activities in educational apps. And they can follow students' progress and collaborate with them in real time.<sup>3</sup>



**Compatibility**. iPad supports apps and services like Google Docs, Google Drive, and Microsoft Office. So it's easy for teachers and students to use these tools while doing a whole lot more to learn and create.



**iCloud.** With Pages, Numbers, and Keynote for iCloud, students can collaborate on documents in real time—from across the classroom or across the globe. And now, any teacher or student with a Managed Apple ID gets 200GB of free iCloud storage.



**Designed for every student.** iPad comes with a range of innovative features for accessibility. Speak Screen reads content aloud, including email, web pages, and books. VoiceOver can walk students through actions like opening a document or choosing a menu item. And built-in Dictation converts spoken words to text, numbers, and characters. Learn more >

#### Hardware designed to take learning further

iPad features a powerful A10 Fusion chip, a beautiful Retina display, advanced front and back cameras, and sensors like the accelerometer and gyroscope that put incredible power in students' hands. And support for Apple Pencil expands the versatility of iPad for tasks like taking notes, writing, and drawing. Learn more

#### Approved for student assessments

iPad is approved for all major assessment vendors and for standardized assessments in all states. Certain hardware and software features can easily be disabled to meet online assessment requirements. Learn more >

#### **Deployment and management made easier**

Apple School Manager is a simple, web-based portal that lets IT administrators manage people, devices, and content. And with Shared iPad, teachers can assign any iPad to any student; when students log in, their own content appears exactly as they left it.<sup>4</sup> Learn more >

#### Security and privacy from the ground up

Privacy and security are fundamental to the design of Apple hardware, software, and services. The security, privacy, confidentiality, and integrity of student information is always protected. Learn more >

#### Bring creative expression to every subject

Creativity is an essential skill, so we created a curriculum that teaches students to develop and communicate ideas through drawing, photography, music, and filmmaking. And it provides fun and meaningful ways for teachers to bring these skills into any lesson, topic, or assignment. Learn more >

#### Teach the language of innovation with iPad

Coding is essential to help students thrive in a future driven by technology. So we built the Swift Playgrounds app and a kindergarten-through-college curriculum to help schools bring coding into their classrooms. Learn more

#### Build iPad skills with the Apple Teacher program

To help educators find new ways to use iPad to bring lessons to life in the classroom, we designed the free Apple Teacher professional learning program to support and celebrate teachers. Learn more >



#### **Financing that fits**

Apple Financial Services will work with you to build an affordable financing plan that meets the goals of your institution with a payment schedule that's right for your budget cycle. And to help support your learning environment, you can include services like AppleCare, Apple Professional Services, Apple Professional Learning, and software as part of your lease. Learn more >

	9.7-inch iPad		10.5-inch iPad F	Pro	
Apple Education price (U.S.)	\$299	\$399	\$599	\$749	•
Capacity	32GB	128GB	64GB	256GB	
Finish	Silver, Gold, or	Space Gray	Silver, Gold, Ro	ose Gold, or Space Gray	



#### iPad is changing the way people teach, learn, create, and work-from preschool to Fortune 500 companies.

#### iPad in K-12

Teachers in K–12 schools are having great success in creating new engaging learning opportunities and empowering all learners with iPad. Learn more >

**Drayton Hall Elementary.** 100 percent of kindergarten students reading above grade level.

**EPiC Elementary School.** A 32 percent increase in overall reading proficiency and a 39 percent increase in overall math proficiency for all students.

**Belton New Tech High @ Waskow.** Average attendance rate increase to 95 percent, leading to a 100 percent graduation rate.

"The class collaborates on engaging projects that encourage reading, writing, and speaking. Literacy and fluency scores have vastly improved and attendance has skyrocketed."

Alina Mills Teacher, Valencia Park Elementary, Valencia, California

#### iPad in higher education

iPad is transforming higher education in areas like campus services, athletics, health sciences, app development, education, and the visual arts. Learn more >

**Walters State.** Increased engagement and collaboration across campus resulting in improved student learning outcomes and retention.

**New York University.** NYUWorkLink has saved the university more than \$1 million and provided a better experience for the campus community.

**University of Nebraska.** Moved to interactive digital content and custom apps to create an engaging, personalized, and visual learning environment.

"Our Apple iPad initiative has transformed our active learning ecosystem into a truly personalized learning experience for our students."

Mark Lombardi President, Maryville University St. Louis, Missouri

#### iPad in business

Of Fortune 500 companies, 100 percent use iPad. It also prepares students for the workforce by promoting skills that employers are looking for. Learn more >

**British Airways.** Improving customer service efficiency with custom iOS apps on iPad.

Capital One. Integrating Apple products to help create a more nimble workplace.

**Ochsner Health System.** Streamlining healthcare with iOS devices to improve efficiency in patient care.

"When you give people the intuitive devices that they know and love, tools to create new experiences and reach consumers in new ways, that's where you start to see great things happen."

Frank LaPrade Chief Enterprise Services Officer, Capital One McLean, Virginia

#### To learn more about iPad in education, visit www.apple.com/education or call 1-800-800-2775.

<sup>1</sup>iMovie, GarageBand, Pages, Numbers, Keynote, Clips, and Classroom are available on the App Store. Downloading apps requires an Apple ID and a device that is compatible with the iOS version required for each app. <sup>2</sup>ARKit-enabled apps require iPad (5th generation) or iPad Pro. <sup>3</sup>Available summer 2018. <sup>4</sup>Shared iPad is supported on iPad Pro, iPad Air 2, and iPad mini 4 with 32GB of storage or higher.

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Teaching and Learning Update Mary Grace Hanson 2018-19 Presented to the Board on 4.8.2018

Thank you for the opportunity to provide an update on several areas of the Teaching and Learning Department.

Northfield Forward: This is a committee comprised of community members, parents, staff members and students. We meet four times each year. The members provide feedback, comments, and suggestions on the World's Best Workforce goals and report, Evidence of Practice documents, and Site Improvement Plans. Three meetings begin with a signature presentations by Professional Learning Communities (PLC). This year, the Eighth Grade Science PLC presented about the improvement in the 8th grade science scores and the steps that were taken to account for that improvement. The Reading Intervention PLC from Greenvale Park presented their procedures and results. Our final presentation was from a student at Carleton who had conducted a research project about growth mindset with 5th grade students from Greenvale Park and Sibley.

Next year Northfield Forward will meet in October (World's Best Workforce presentation), November (first quarter Evidence of Practice documents from the PLCa), February (School Improvement Plans), and April (third quarter Evidence of Practice documents).

Literacy Updates: Teachers have participated in over 30 hours of professional learning with in person consultants or live webinars from June 2018-June 2019. This spring teachers have been provided four hours to organize their classroom libraries and determine any needs based on the genres from Making Meaning. June will be another busy literacy month: Collaborative Classroom and Hamline University are hosting a CCC Summit on June 11-13. We currently have 25 teachers signed up to attend. On August 20 we will have Mary Tavegia, our CCC consultant, here for a day to provide training for new elementary teachers and updates for current teachers. We are planning to do three days of onsite lesson training with a consultant in November. Consistency between the three elementary schools has been a great success. The teachers have worked diligently to implement Collaborative Classroom with fidelity. The discussions when the teachers are together are robust: Teachers share good ideas, concerns, management strategies, and helpful hints. Having a consistent curriculum has been beneficial in these discussions. The students have responded well to the strategies presented with CCC. One strategy is "Turn and Talk to Your Partner". When a student was asked, "How was your day?", he responded, "I have talked a lot today!" Talking and explaining thinking and learning are key components to mastering concepts. Northfield Promise and StriveTogether Move 5 have been helpful in promoting and supporting literacy in the schools and the community. We have appreciated the partnership!

**Standards and Curriculum:** The Arts Standards are in the approval process. It is anticipated that they will be approved as written. The Music and Art Departments have been working on learning the new standards this year. The standards are in five categories: Foundational Skills; Create; Perform (Music)/Present (Art); Respond; and Create. The standards are to be fully implemented in school year 2021-22. The next two years will be spent ensuring all standards are in place as well as ordering any necessary curriculum materials. Dr. Wendy Barden will meet with the K-12 music teachers in early May to facilitate further discussion and answer questions and concerns about the implementation of the standards. Jeremy Holien has been meeting with the K-12 art teachers throughout this year. Wendy and Jeremy are consultants with the Perpich Center for the Arts and the Minnesota Department of Education (MDE). ("MDE and the <u>Perpich Center for Arts Education</u> are partnering to develop supports and materials to aid local education agencies and arts educators in the transition to the 2018 arts standards." MDE Website) The discussions have been robust and meaningful. Our teachers have such depth of knowledge about their subjects and high expectations and concern for students and student success. The science standards are currently under review with the expected final form due in May 2019. Tammy McDonough, Mark Auge, Craig Johnson, and I have attended three meetings at MDE. The teachers have shared the information with the other science teachers and encouraged them to complete the feedback form about the new science standards. The new standards will provide guidance for the content and curriculum offered in each class.

Current Grade	Course	New Grade	Course
6th	Science 6	6th	Earth and Space Science
7th	Life Science	7th	Life Science
8th	Geoscience	8th	Physical Science
HS	Chemistry and Physics 9; Biology 10; Chemistry or Physics 11 or 12	HS	Chemistry, Earth and Space Science, Life Science, Physics

The standards become law through the rulemaking process. There may be some changes in licensure for teachers. As part of the process, the timeline will be developed for full implementation of the standards, likely to be four to five years. This will give us time to plan and provide staff development opportunities for teachers. The science teachers will begin meeting in school year 2019-20 to learn the standards and determine the changes we will need to plan for and implement.

**Northfield Enact:** This group meets three times each school year: early in September, early in December, and February. The purpose of the group is to provide funds for innovative ideas for teachers. For each meeting, we have budgeted \$6,000 for grants. We awarded 7 grants this year for a total of \$13,128.85. Teachers are required to complete a form with a SMART goal for their project, a budget sheet, and provide a short presentation to the committee about their project. The final requirement is to submit a short video of the project.

Grant	Who	What	Amount
MS 7th Grade Science	Amy Allin and Katrina Meehan	Winter Bird Study	\$1,075.49
ALC	Cheryl Mathison	Doll houses	\$212.41
MS CTE and FACS	Steve Taggart and Lindsey Draeger	CNC Laser	\$7,165.00
LF Early Childhood and Early Ventures	Breezy Barrett, Annie Kruse, Sara Line, Ashley Northrup	PBIS: Lennon the Lion, Conscious Discipline	\$735.43
District SpEd	Pam Moening, Katie O'Connor, Sarah Webster, Lydia Tirstra, Ann Ackerman, Christine Howard, Melanie Klein, ReNae Trebelhorn, Pam Palmquist, Lori Warner	Augmentative Alternative Communication-tote bags with language development activities for home use	\$907.62
District Speech/Language	Ann Ackerman, Whitney Docken, Christine Howard, Angie Kruse, Pam Palmquist, Amy Randall, John Schnorr, Sara Webster	Language Assessment Package for use in PreK-12	\$1,753.65
GVP	Joy Amunrud, Stephani Carlson, Jessica Enge, Kris Johnson, Melissa Larsen, Debbie Navarro, Carrie Rice, Lynsi Sherry, Diane Wiese	Conscious Discipline Training	\$1,279.25

# Teaching and Learning Update

Monday, April 8, 2019



## Northfield Forward



- Parents, community members, students, Northfield staff
- Four meetings
  - World's Best Workforce
  - Evidence of Practice
     Documents
  - School Improvement Plans
  - Signature Presentations



2

### Literacy Update

- Professional Learning and Training
  - 32 hours of in person and live webinars
  - 4 hours to organize classroom libraries
  - Word Work Day in June, K-2
  - CCC Summit at Hamline in June
  - August 20 for new teachers and updates
  - 3 days (half day/grade level) in November
- Assessment Plan for 2019-20
- Successes
  - Northfield Promise
  - Move 5
  - Consistency
  - Teachers!
  - Students!





# Standards and Curriculum Reviews



Music

- Art
- Science

4

## Northfield Enact

- Three meetings each year
- Promote and provide funds for innovative ideas
- 7 grants awarded this year: \$13,279.25
  - Application: SMART goal, budget
  - Present to committee
  - Execute plans
  - Video report to committee
- MS Science-bird study; ALC-doll houses; MS CTE and FACS-Gloforge; GVP-Conscious Discipline training; Speech-reading/language assessment program; LF Early Childhood and Ventures-PBIS; District SpEd-language tote bags for home connection



# Thank you! Questions?



#### Policy 203 OPERATION OF THE SCHOOL BOARD - BYLAWS

#### I. NAME

The name of this body is the Independent School District 659 School Board.

#### II. LEGAL BASIS

The basis for the establishment and operation of the school board lies in the State of Minnesota Constitution, Minnesota Statutes, court interpretations of these laws, and the powers implied under them.

#### **III. RESPONSIBILITIES OF THE SCHOOL BOARD**

The School Board will create policy, <u>delegate responsibility for</u>, and/or take action to:

- A. Review the District mission statement and strategic plan annually.
- B. Provide for the evaluation and improvement of instructional programs and the services that support them.
- C. Establish a suitable learning environment for education by providing necessary buildings and equipment to support the instructional process and to provide for the comfort, health, and safety of students and staff when they are in attendance at school <u>or engaged in school sponsored activities</u>.
- D. Provide for the recruitment, assignment, supervision, evaluation, professional growth, compensation, and termination of all permanent, temporary, and part-time employees.
- E. Enroll students for instruction, and excuse, exclude, suspend, or expel students from instruction for sufficient cause in accordance with Minnesota Statutes and current school board policy.
- F. Provide transportation for students to and from school, in accordance with Minnesota Statutes and other applicable laws.
- G. Set standards for student conduct and clear guidelines for employee responses in the case of unacceptable student behavior. Inform students and their parents/guardians of their rights as well as their responsibilities.
- H. Maintain and preserve essential student and other governmental records according to federal law and Minnesota Statutes.
- I. Establish graduation requirements and provide for reports to students and parents on educational progress.
- J. Disseminate District information to eitizens residents of the District in accordance with Minnesota Statutes.
- K. Pursuant to law, provide for levying of taxes as necessary for the operation of schools, and for the payment of indebtedness and all proper expenses of the District. These levies are to be certified to the County Auditor by the date established by statute unless otherwise provided for by special directive.

- L. Approve the budget for all funds of the District before July 1 of each year.
- M. Authorize an annual financial audit.
- N. Approve a school calendar each year, or every two years for each academic year at the discretion of the school board.
- O. Finance the District through the receipt of state and federal aids; the adoption of local tax levies; the sale of bonds; the borrowing of money; and the receipt of gifts, grants, fees and other revenues.
- P. Designate depositories for school funds.
- Q. Maintain a financial accounting and reporting system.
- R. Approve payment of all bills and disbursements.
- S. Coordinate services of the District with those of other governmental agencies and school districts.
- T. Provide for the use of school facilities by the general public.
- U. Participate in local, state, regional and national school board organizations, as deemed appropriate by the school board.
- V. Perform such other duties and carry out such other responsibilities as may be authorized or required by law.

The school board freely subscribes to tenets of the School Board Member Code of Ethics of the Minnesota School Boards Association, and will strive to uphold those principles in carrying out its responsibilities.

#### **IV. MEMBERSHIP**

- A. The school board will consist of seven elected members and the Superintendent as a non-voting ex-officio member.
- B. Newly elected members will be sworn in at the first regular meeting in January following the election, or at some other time prior to January 15.
- C. The term of office for members will be four years and until his/her a successor qualifies.
- D. The school board will fill a vacancy in accordance with Minnesota Statutes.
- E. The school board may remove for proper cause any member or officer of the school board and fill the vacancy in accordance with Minnesota Statutes.

#### V. COMPENSATION

Members of the school board will receive compensation as fixed by the school board at the annual organizational meeting.

#### VI. OFFICERS

- A. At the first meeting in January, the school board will select a Chairperson, Vice-Chairperson, Clerk and Treasurer, who will hold their offices for one year and until their successors are selected. The terms of these offices will be for one year.
- B. Duties:
  - 1. <u>The Chairperson</u> will:

- a. Preside at all meetings of the school board when present.
- b. Countersign all orders for claims approved by the school board.
- c. Sign contracts or agreements approved by the school board when the signature of the chairperson is required. If a deadline must be met and the Chairperson is unavailable, the Vice-Chairperson is authorized to sign the document as Acting Chairperson.
- d. Represent the District in all appropriate actions consistent with school board directives and policies.
- e. Appoint all special committees and standing committees and serve as an ex-officio member on all such committees. Such appointments will be made at the organizational meeting in January.
- f. Appoint a parliamentarian.
- g. Confer with the Superintendent, as may be necessary and desirable regarding school matters, including the preparation of regular and special meeting agendas as needed.
- h. Lead evaluation of the Superintendent.
- i. Perform such other duties as required by law, and perform all duties usually incumbent on such an officer.
- 2. <u>The Vice-Chairperson</u> will:
  - a. <u>P</u>erform the duties of the Chairperson in the event that he/she is unable to preside. Should both the Chairperson and Vice Chairperson be unable to preside, the remaining members will select a member to serve in that capacity. The Vice Chairperson will
  - b. <u>P</u>erform such other duties as required by law and perform all duties usually incumbent on such an officer.
- 3. <u>The Clerk</u>, either directly or through the administrative staff of the District, will:
  - a. Keep a record of all meetings of the school board.
  - b. In a timely manner, file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
  - c. Make and transmit reports pursuant to the Uniform Financial Accounting and Reporting System for Minnesota School as required by state law.
  - d. Sign all orders from the Treasurer for claims approved by the school board.
  - e. With the Chairperson, sign contracts or agreements approved by the school board, when the signature of the Clerk is required. If a deadline must be met and the Clerk is unavailable, the Treasurer is authorized to sign the document as Acting Clerk.
  - f. Perform such duties as required by State election laws relative to school district elections.
  - g. Perform such other duties as required by law and perform all duties usually incumbent on such an officer.
- 4. <u>The Treasurer</u>, either directly or through the administrative staff of the District, will:

- a. Keep detailed records of all orders processed by the school board, according to law.
- b. Have custody of all monies belonging to the District. Upon receipt of District funds, the Treasurer will cause such funds to be promptly deposited in the legal depositories designated and approved by the school board.
- c. Sign all orders for claims approved by the school board.
- d. Perform such other duties as required by law and perform all duties usually incumbent on such an officer.

#### VII. MEETINGS OF THE BOARD

- A. Open Meetings
  - 1. All meetings of the school board will be open to the public for attendance except as otherwise provided by law.
  - 2. Meeting times, dates and locations or any changes thereof will be posted at the District Office, on the District website and given to the official newspaper of the District.
- B. Types of Meetings
  - 1. Organizational meeting
    - a. The first meeting in January will be devoted to business required for the proper organization of the school board.
    - b. The agenda will include the following topics:
      - 1. Administration of the oath of office to new or reelected members.
      - 2. Election of officers.
      - 3. Compensation for school board members.
      - 4. Approval of a mileage reimbursement rate for use of private automobiles on District business.
      - 5. Designation of an official newspaper.
      - 6. Designation of official depositories for District funds.
      - 7. Designation of official depositories for District investments.
      - 8. Authorization of procedures for the investment of excess funds in accordance with Minnesota Statutes.
      - 9. Authorization of payments for goods and services in advance of school board approval.
      - 10. Authorization of use of facsimile signatures and surety bonds pursuant to Minnesota Statutes.
      - 11. Approval of school board membership in local, state and national organizations.
      - 12. Appointment of school board representatives to other groups and committees.
      - 13. Other items deemed appropriate by members for the proper organization of the school board.

To align with fiscal and planning calendars, certain of these topics may be included in the agenda of a meeting held the prior July.

c. Adjournment

The meeting will be adjourned following the organization of the

school board. Other business may be introduced at regular or special meetings following the organizational meeting.

- 2. Regular Meetings
  - Regular meetings of the school board will be held at 7:00 p.m. on the second and fourth Mondays of each month in the High School Media Center. Meetings of the board shall be adjourned at or before 10:00 p.m. whenever possible. The school board may change the time, date, or location of regular meetings by majority action, but and must notify the official newspaper accordingly.
  - b. Order of business: Business topics at regular meetings will normally be treated in the following order:
    - 1. Call to Order
    - 2. Agenda Changes
    - 3. Public Comment
    - 4. Announcements and Recognitions
    - 5. Items for Discussion and Reports
    - 6. Committee Reports
    - 7. Consent Agenda
    - 8. Superintendent's Report (Items for Individual Action)
    - 9. Items for information
    - 10. Future meetings
    - 11. Adjournment

\* Non-controversial and/or routine items of business will be included as part of the Consent Grouping and passed as one motion. At the request of any school board member, an item will be removed from the Consent Grouping for separate discussion and action.

- 3. Special Meetings
  - a. Special meetings of the school board may be called by the Chairperson, Clerk or by any four members of the school board who file such a request with the Clerk.
  - b. Unless specifically provided to the contrary, special meetings will be held in the High School Media Center. The Clerk will notify members of special meetings in writing by mail or electronic transmission received at least three days prior to the date set for the meeting.
  - c. Closed meetings will be held as needed throughout the year as allowed by law.
  - d. Work sessions may be called by the Chairperson as needed.
  - e. The Commissioner of Administration Minnesota Department of Education has issued an opinion that a government entity is limited to acting only on those matters specifically included in the notice of a special meeting.
- 4. Emergency Meetings
  - a. An emergency meeting may be called by the Chairperson, Clerk or any four members of the school board when, and only when, the

immediate action of the school board is required. While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, the advisory opinions of the Commissioner of Administration Minnesota Department of Education would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.

- b. All such meetings will, if possible, be held in the High School Media Center.
- c. No business may be transacted at an emergency meeting except as noted in the request for the meeting.
- 5. Adjourned Meetings
  - a. An organizational, regular, special or emergency meeting may be adjourned and subsequently reconvened as an "adjourned meeting" by majority action on a motion setting forth the time, date and place of the reconvening.
  - b. The business interrupted by adjournment will be the first in order after approval of the minutes of the "adjourned meeting."
- C. Quorum

A quorum will be four <u>voting</u> members of the school board. In the absence of a quorum, the only official action that the school board may take is to adjourn the meeting.

- D. Agenda Preparation and Dissemination
  - 1. The Superintendent will prepare the agenda for all meetings of the school board. In doing so, the Superintendent will consult with the school board Chairperson, other school board members as needed, and members of the administrative staff when appropriate.
  - 2. Items of business may be suggested by any school board member, staff member, student, or citizen of the District. Items suggested by staff members, students, or citizens may be included at the discretion of the Superintendent and the Chairperson of the school board. Individuals may address the school board under the rules of the Public Comment as listed on the school board agenda.
  - 3. The agenda, together with available supporting materials, will be distributed to school board members on Thursday prior to each board meeting, or sooner when appropriate.
  - 4. The agenda will also be made available to the press; to representatives of community, staff, and student organizations; and to others upon request.
  - 5. Late items will be distributed to school board members at the board meeting.
  - 6. The school board may not, unless required by urgent circumstances, revise School Board policies, <u>current</u> or adopt new <u>school board policies</u> <del>ones,</del> unless such action has been scheduled.
- E. Voting

Each elected member of the school board will have one vote. A roll call vote will be taken when required by law or when requested by one or more board members.

F. Minutes

The minutes will be recorded and a summary will be published in accordance with Minnesota Statute.

G. Parliamentary Authority

Robert's Rules of Order Newly Revised will govern the parliamentary procedure of the school board in its deliberations.

#### VIII. SCHOOL BOARD COMMITTEES AND REPRESENTATIVES

- A. School Board Committees standing or special committees may be created by the Board as needed when it is determined that a committee process facilitates the mission of the school board.
- B. <u>The school board has determined that certain permanent standing committees</u>, <u>as described in this policy, do facilitate the operation of the school board and the school district.</u>
- C. <u>A school board committee or subcommittee will be formed by school board</u> <u>resolution which shall outline the duties and purpose of the committee or</u> <u>subcommittee.</u>
- D. <u>A committee or subcommittee is advisory in nature and has only such authority</u> <u>as specified by the school board.</u>
- E. <u>The school board will receive reports or recommendations from a committee or</u> <u>subcommittee for consideration</u>. The school board, however, retains the right and has the duty to make all final decisions related to such reports or <u>recommendations</u>.
- F. <u>The school board also may establish such ad hoc committees for specific</u> <u>purposes as it deems appropriate.</u>
- G. <u>The school board reserves the right to limit, create or abolish any standing or ad</u> <u>hoc committee as it deems appropriate.</u>
- H. <u>A committee of the school board shall not appoint a subcommittee of that</u> committee without approval of the school board.

#### IX. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:
  - 1. Meet and Confer.
  - 2. Negotiations.
  - 3. Policy.
- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.

#### HX. X. CITIZENS' PROCEDURES FOR SCHOOL BOARD ADVISORY COMMITTEES

- A. The school board will, when it deems advisable, appoint advisory committees to assist the school board in research projects, long-range studies, program evaluation, and development of policies or educational goals. Each committee will be appointed for a specific purpose.
- **B.** <u>A. Citizens' A</u>dvisory committees will be representative of the community in relation to the tasks delegated to them. Based on the recommendation of the Superintendent, the school board may approve the members of a committee and/or the method of their selection.
- C. <u>B. Citizens' A</u>dvisory committees will serve in an advisory capacity only, proposing recommendations based on analysis of a problem, and will exist only as long as is necessary for the study and the report to the school board on particular projects assigned to them. The school board will give careful consideration to all recommendations from advisory committees, although final action and responsibility will remain with the school board. <u>The school board may dissolve advisory committees as needed.</u>
- **D**. <u>C</u>. The Superintendent, or the Superintendent's designee, will be an ex-officio member of all advisory committees.

#### X. XI. AMENDMENTS TO BYLAWS

The school board may temporarily suspend these Bylaws at any regular or special school board meeting by a majority <u>unanimous</u> vote of the school board members present.

#### XI. XII. APPLICATION OF LAWS

These Bylaws or any portion thereof will be superseded by subsequent changes in the applicable laws.

Policy 203 Operation of the School Board - Bylaws Adopted: December 13, 2004; Revised: May 13, 2013, <u>Revised: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References: Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)

M.S. 123.33, Sub. 6
M.S., Sec. 127.26, et. seq.
M.S. 123.76, et seq.
M.S. 13.01, et. seq.
M.S. 123.35, Subd. 4; M.S. 275.07
M.S. 121.908, Subd. 3a.
M.S. 124.05
M.S. 125.12
M.S. 127.26, et. seq.

M.S. 123.33, Subd. 1 M.S. 123.33, Subd. 2,3,4 M.S. 123.33, Subd. 8 M.S. 123.34, Subd. 1 M.S. 123.34, Subd. 2 M.S. 123.34, Subd. 8 M.S. 121.908 M.S. 124.19 M.S. 123.34, Subd. 3,4,5,7 M.S. 471.705 M.S. 118.005, 118.01, 124.05 M.S. 123.335 and 471.38 M.S. 47.41, M.S. 47.42 M.S. 123.33, Subd. 5 M.S. 123.38, Subd 11 M.S. 331A.01, Subd 10

**Cross References:** 

MSBA/MASA Model Policy 201 (Legal Status of the School Board)

MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules) MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

#### POLICY 206 IS A NEW POLICY RECOMMENDED BY MSBA

#### Policy 206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

#### I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

#### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

#### **III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data

documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
# IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
  - 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
  - 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

# V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

# VI. PROCEDURES

# A. <u>Complaints</u>

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.

- 2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
- 3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
- 4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

#### B. <u>Public Comment</u>

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.

Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

# C. <u>No Board Action at Same Meeting</u>

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

# VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a

willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)

- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Policy 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations Adopted: DATE HERE

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

*Cross References:* MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings) MSBA/MASA Model Policy 207 (Public Hearings) MSBA/MASA Model Policy 406 (Public and Private Personnel Data) MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records) MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law) MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

# I. GENERAL STATEMENT PURPOSE

- A. Policy development is one of the chief functions of the School Board.
- B. Policies are principles adopted by the School Board to chart a course of action. Policies serve as sources of information and guidance for all people who are interested in or connected with the District's schools.
- C. Guided by policy, the District administration formulates procedures to provide specific direction to District personnel.
- D. The School Board will make every effort to ensure that its policies conform to state and federal constitutions, state and federal laws, state and federal rules and regulations, and requirements of all other regulatory agencies within our local, county, state, and federal levels of government.

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

# II. THE SCHOOL BOARD EXPECTS COMPLIANCE WITH ITS FORMALLY-ADOPTED POLICIES. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

# III. ADMINISTRATIVE ACTION IN ABSENCE OF POLICY DEVELOPMENT OF POLICY

- A. The Superintendent will have the power to act in cases where action must be taken in the absence of policy. The school board has jurisdiction to legislate policy for the school district with the force and effect of the law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The Superintendent's decisions, however, will be subject to review by the School Board at its next regular meeting. The Superintendent is obligated to inform the School Board of such action and of the need for policy in this area. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for consideration.

# IV. EMERGENCY ACTION ADOPTION OF POLICY

In matters of unusual urgency, the School Board may take immediate action to adopt new or to revise existing policies.

- A. <u>The school board shall give notice of proposed policy changes or adoption of new</u> policies by placing the item on the agenda of two school board meetings.
- B. <u>The final action taken to adopt the proposed policy shall be approved by a simple</u> <u>majority vote of the school board. The policy will be effective on the later of the</u> <u>date of passage or the date stated in the motion.</u>
- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

# V. IMPLEMENTATION OF POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have online access to this policy manual. Manuals shall be available online and printed copies available by request from the superintendent's office for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policies current.
- D. The school board shall review policies at least once every four years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one quarter of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524.2 Use of Technology and Telecommunications Systems By Students; 616 School District System Accountability; and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the

superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Policy 208 Development, Adoption & Implementation of Policies Adopted: January 24, 2005; <u>Revised: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers) Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

### **Policy 209** CODE OF ETHICS

#### I. PURPOSE

The purpose of this policy is to assist school board members in recognizing <u>understanding</u> the role of individual school board members and the contribution that each must make to develop an effective and responsible school board.

# II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

- A. AS A MEMBER OF THE SCHOOL BOARD I WILL:
  - 1. Listen to the opinions and view of others (including but not limited to, other school board members, administration, staff, students, and district residents).
  - 2. Recognize the integrity of my predecessors and associates <u>and appreciate the merit of their work</u>.
  - 3. Appreciate the merit of their work. Attend school board meetings and come prepared for discussion of the agenda items.
  - 4. Be primarily motivated only by a desire to serve provide the best possible education for the pupils students of my school district.
  - 5. <u>Attempt to Inform myself on about</u> the proper duties and functions of a school board member.
  - 6. Recognize that it is my responsibility, together with other school board members, to see that the schools are properly run, not to run them myself. <u>Vote my conscience</u> after informed discussion, unless I abstain because a conflict of interest exists.
  - 7. Work through the administration employees of the school board not over or around them. Support the decision of the school board, even if my position concerning the issue was different.
  - 8. Recognize that school business may be legally transacted only in an open meeting of the school board.
- B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER I WILL:
  - 1. Perform under Focus on education policies unless necessity requires otherwise policy as much as possible.
  - 2. Function in meeting the legal responsibility that is mine as part of a policy-forming body—not as an administrative officer. Remember my responsibility is to set policy—not to implement policy.
  - 3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
  - 4. <u>Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run not to run them myself.</u>

- 5. <u>Work through the superintendent not over or around the superintendent.</u>
- 6. Delegate the implementation of school board decisions to the superintendent.
- C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:
  - 1. Respect the rights of others to have and express opinions.
  - 2. Recognize that authority rests with the school board in legal session not with the individual members of the school board except as authorized by law.
  - 3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
  - 4. Recognize that to promise in advance of a meeting Keep an open mind about how I will vote on any proposition is to close my mind and agree not to think through other points of view which may be presented to the meeting until the board has met and fully discussed the issue.
  - 5. Make decisions <u>by voting</u> in school board meetings <del>only</del> after all sides of debatable questions have been presented.
  - 6. Delegate details of school board action to administrative employees.
  - 7<u>6.</u> Insist that special committees be appointed to serve only in an advisory capacity to the school board.
- D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:
  - 1. Attempt to appraise <u>and plan for</u> both the present and future educational needs of the school district <u>and community</u>.
  - 2. Attempt to obtain adequate financial support for the school <u>district's programs</u>.
  - 3. Interpret the needs and attitudes of the community and do my best to translate them into the educational program of the school district.
  - 4. Consider it an important responsibility to interpret the educational program of the school as it relates to the needs of the community.
  - 5 <u>3</u>. Insist that business transactions of the school district be on an ethical, and open, and above board basis.
  - <u>4.</u> <u>Strive to uphold my responsibilities and accountability to the taxpayers in my school district.</u>

# E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

- 1. Hold the superintendent responsible for the administration of the school district.
- 2. Give the superintendent authority commensurate with his or her the responsibility.
- 3. Assure that the school district will be administered by the best professional personnel available.
- 4. Consider the recommendation of the superintendent in the appointment of hiring all employees.
- 5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate

information supporting the recommendation.

- 6. <u>Expect Insist</u> the superintendent to keep the school board adequately informed at all times through both oral and written reports.
- 7. Spend adequate time in school board meetings on educational policies.
- <u>8</u> <u>7</u>. <u>Give Offer</u> the superintendent counsel and advice.
- 9<u>8.</u> Recognize the status of the superintendent as <del>an</del> <u>the chief executive officer and a</u> <u>non voting</u>, ex officio member of the school board.
- 10.9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
- 11 10. Present any personal criticisms of employees to the superintendent.
- <u>12 11</u>. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.
- F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER. I WILL:
  - 1. Comply with all federal, state, and local laws relating to my function work as a school board member.
  - 2. Comply with all school district policies as adopted by the school board.
  - 3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other federal and state agencies with jurisdiction over school districts.

Policy 209 Code of Ethics Adopted: 2004; <u>Revised: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers) Minn. Stat. § 123B.09 (School Board Powers) Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

# **Policy 210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS**

# I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

## II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

# III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
  - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minn. Stat. Ch. 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the minutes of the school board. Disclosure must be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;
  - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
  - 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

- 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
  - a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
  - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
  - c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:
    - (1) The name of the school board member and the office held;
    - (2) An itemization of the goods or services furnished;
    - (3) The contract price;
    - (4) The reasonable value;
    - (5) The interest of the school board member in the contract; and
    - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
- 5. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different

from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

# IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

### V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

# VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Policy 210 Conflict of Interest School Board Members Adopted: January 24, 2005; Revised: November 2015; <u>Reviewed: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal) Minn. Stat. § 123B.195 (Board Member's Right to Employment) Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty) Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions) Minn. Stat. § 471.89 (Contract, When Void) Op. Atty. Gen. 437-A-4, March 15, 1935 Op. Atty. Gen. 90-C-5, July 30, 1940 Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

# Policy 210.1 CHARTER SCHOOL <u>BOARD MEMBERS AND</u> AUTHORIZER CONFLICT OF INTEREST

# I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest for charter school board members, Northfield Public Schools, and to engage in charter school business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

# **II. GENERAL STATEMENT OF POLICY**

The policy of the charter school board is to conform with statutory conflict of interest laws and act in a manner that will avoid any conflict of interest or the appearance thereof. As an authorizer, Northfield Public Schools does not run charter schools; it functions to carry out monitoring and oversight, to assure compliance with the law, and support the establishment and success of innovative and successful public charter schools. Therefore, Northfield Public Schools shall not enter into the following types of contracts with schools it authorizes: financial management, administration, accounting or auditing services, or lease of space.

# **III.** CONFLICTING BUSINESS RELATIONSHIPS

- A. An individual is prohibited from serving as a member of the board of directors of a charter school if the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities. An individual is prohibited from serving as a board member if an immediate family member is an employee of the school. A violation of this prohibition renders a contract voidable at the option of the Commissioner of Education (Commissioner) or the charter school board of directors. A member of a charter school board of directors who violates this prohibition is individually liable to the charter school for any damage caused by the violation. An individual may serve as a member of the board of directors if no conflict of interest under this paragraph exists.
- B. No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when: (1) the board member, employee, officer, or agent; (2) the immediate family of the board member, employee, officer, or agent; (3) the partner of the board member, employee, officer, or agent; (1) the board member, employee, officer, or agent; (2) the about to employ, any individual in clauses (1) to (3), has a financial or other interest in the entity with which the charter school is contracting. A violation of this provision renders the contract void. Before Northfield Public Schools would offer any other services to schools, such as training, the School Board will first obtain clarification to confirm that provision of such services is allowed to charter school authorizers.

- C. Any employee, agent, or board member of the authorizer of a charter school who participates in the initial review, approval, ongoing oversight, evaluation, or the charter renewal or nonrenewal process or decision is ineligible to serve on the board of directors of a school chartered by that authorizer.
- D. The charter school board member conflict of interest provisions do not apply to compensation paid to a teacher employed as a teacher by the charter school or a teacher who provides instructional services to the charter school through a cooperative formed under Minn. Stat. Ch. 308A when the teacher also serves on the charter school board of directors.
- <u>E.</u> <u>A charter school board member, employee, or officer is a local official with regard to the receipt of gifts. A board member, employee, or officer must not receive compensation from a group health insurance provider.</u>

# IV. RESPONSIBILITIES

Northfield Public Schools' responsibilities as an authorizer require that it provide comprehensive oversight of its chartered schools. Northfield Public Schools is a legally authorized agency to help ensure public accountability for the schools that Northfield Public Schools authorizes. Northfield Public Schools will operate in a monitoring relationship providing feedback on compliance, sharing observations, asking questions, facilitating sharing of effective practices and evaluating school performance based on the Northfield Public Schools-School contract and law to help ensure the success of the schools that Northfield Public Schools authorizes.

In addition, Northfield Public School's contract language will provide that, except as otherwise provided in the contract itself or by Applicable Law, the Authorizer has no authority, control, power, administrative or financial responsibility over the School.

The sole purpose of Northfield Public Schools, as an authorizer, is to authorize public charter schools in accordance with all Minnesota Statutes that govern the duties and responsibilities of charter school authorizers. Contracts with authorized schools will provide that the schools have the full extent of autonomy allowed to Minnesota charter schools under the law, and that except as otherwise provided by the authorizer contract or Applicable Law, the authorizer has no authority, control, power, administrative or financial responsibility over the School.

Policy 210.1 Charter School Board Members and Authorizer Conflict of Interest

Approved: October 10, 2016; Revised: DATE HERE

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota Legal References:

Minn. Stat. § 10A.071, Subd. 1 (Certain Gifts by Lobbyists and Principals Prohibited) Minn. Stat. § 124E.07 (Board of Directors) Minn. Stat. § 124E.14 (Charter Schools; Conflicts of Interest) Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

# Policy 211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE OR STUDENT

### I. PURPOSE

The purpose of this policy is to provide guidance as to the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee or student.

# II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

# III. CIVIL ACTIONS

- A. Pursuant to Minn. Stat. § 466.07, Subd. 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that he or she was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minn. Stat. §123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district shall provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.
- C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and to the Family

Educational Rights and Privacy Act, 20 U.S.C. § 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, he or she is to inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

#### D. <u>Service of Subpoenas</u>

It is <u>The policy of the school district is that its officers and employees will normally not</u> be involved in providing service of process for third parties in the school setting.

#### E. <u>Leave to Testify</u>

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

# IV. CRIMINAL CHARGES OR CONDUCT

- A. <u>Employees</u>
  - 1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
  - 2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes and provisions of applicable collective bargaining agreements.
  - 3. Pursuant to Minn. Stat. § 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision as to whether to reimburse shall be made in the discretion of the school board. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.
- B. <u>Students</u>

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. In order to further that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

- C. <u>Criminal Investigations</u>
  - 1. <u>It is The policy of the school district is to cooperate with law enforcement officials</u>. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless there are extenuating circumstances or the matter being investigated is school-related, or as otherwise provided by law.
  - 2. If such questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minn. Stat. § 626.556, Subd. 10), or as otherwise determined in consultation with the parent or guardian.

## D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g (FERPA).

# V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Policy 211 Criminal or Civil Action Against School District, School Board Member, Employee or Student

Adopted: January 24, 2005; Revised: 2006; Revised: DATE HERE

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota Legal References:Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)<br/>Minn. Stat. §§ 121A.40 - 121A.56 (Pupil Fair Dismissal Act)<br/>Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)<br/>Minn. Stat. § 123B.25(b) (Actions Against Teachers)<br/>Minn. Stat. § 466.07, Subd. 1 (Indemnification)<br/>20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)<br/>42 U.S.C. § 1983 (Civil Action for deprivating rights)<br/>Op. Atty. Gen. 169 (Minn, Nar. 7, 1963)<br/>Op. Atty. Gen. 169 (Minn, Nov. 3, 1943)<br/>Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)<br/>Wood v. Strickland, 420 U.S. 308, 95 S.Ct. 992, 43 L.Ed.2d 214 (1975)

Cross References:Policy 403 (Discipline, Suspension and Dismissal of School District Employees)<br/>Policy 406 (Public and Private Personnel Data)<br/>Policy 408 (Subpoena of a School District Employee)<br/>Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)<br/>MSBA/MASA Model Policy 506 (Student Discipline)<br/>MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

### Policy 212 SCHOOL BOARD MEMBER DEVELOPMENT

#### I. PURPOSE

In recognition of the need for continuing inservice training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

# II. GENERAL STATEMENT OF POLICY

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA.
- B. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.
- C. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Policy 212 School Board Member Development Adopted: January 24, 2005; <u>Reviewed: DATE HERE</u>

<u>School Board</u> <u>INDEPENDENT SCHOOL DISTRICT 659</u> <u>Northfield, Minnesota</u>

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training)

Cross References: MSBA/MASA Model Policy 214 (Out-of-State Travel by School Board Members) MSBA/MASA Model Policy 412 (Expense Reimbursement)

# Policy 214 OUT-OF-STATE TRAVEL BY SCHOOL BOARD MEMBERS

# I. PURPOSE

The purpose of this policy is to control out-of-state travel by school board members as required by law.

# II. GENERAL STATEMENT OF POLICY

School board members have an obligation to become informed on the proper duties and functions of a school board member, to become familiar with issues that may affect the school district, to acquire a basic understanding of school finance and budgeting, and to acquire sufficient knowledge to comply with federal, state and local laws, rules, regulations and school district policies that relate to their functions as school board members. Occasionally, it may be appropriate for school board members to travel out of state to fulfill their obligations.

# III. APPROPRIATE TRAVEL

Travel outside the state is appropriate when the school board finds it proper for school board members to acquire knowledge and information necessary to allow them to carry out their responsibilities as school board members. Travel to all out-of-state meetings for which the member intends to seek reimbursement from the school district should be preapproved by the school board.

# IV. REIMBURSABLE EXPENSES

Expenses to be reimbursed may include transportation, meals, lodging, registration fees, required materials, parking fees, tips, and other reasonable and necessary school district-related expenses.

# V. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the official school district form and are to be submitted to the designated administrator. <u>Itemized</u> receipts for lodging, commercial transportation, registration, and other reasonable and necessary expenses must be attached to the reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the school board. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.
- C. Amounts to be reimbursed shall be within the school board's approved budget allocations, including attendance at workshops and conventions.

# VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The superintendent shall develop a schedule of reimbursement rates for school district business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The superintendent shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

Policy 214 Out of State Travel By School Board Members Adopted: December 12, 2005; Revised: July 2010; <u>Reviewed: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References: Minn. Stat. § 123B.09, Subd. 2 (School Board Member Training) Minn. Stat. § 471.661 (Out-of-State Travel) Minn. Stat. § 471.665 (Mileage Allowances) Minn. Op. Atty. Gen. No. 1035 (August 23, 1999) (Retreat Expenses) Minn. Op. Atty. Gen. No. 161b-12 (August 4, 1997) (Transportation Expenses)

Cross References: Policy 212 (School Board Member Development) Policy 412 (Expense Reimbursement)

# Policy 406 PUBLIC AND PRIVATE PERSONNEL DATA

# I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

# II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

# III. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- C. "Confidential" means the data is not available to the subject.
- D. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space and work telephone number.

# E. "Personnel data" means government data on individuals maintained

because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board of commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.

- F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- G. "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a healthcare provider. "Protected health information" excludes health information in education records covered

by the federal Family Educational Rights and Privacy Act and employment records held by a school district in its role as employer.

H. "Public official" means business managers, human resource directors, athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents, and principals.

# IV. PUBLIC PERSONNEL DATA

- A. The following information on employees, including volunteers and independent contractors, is public:
  - 1. name;
  - 2. employee identification number, which may not be the employee's social security number;
- 2.  $\frac{3}{2}$  actual gross salary;
- 3. 4. salary range;
- 4. <del>5.</del> terms and conditions of employment relationships;
- 5.  $\frac{6}{6}$  contract fees;
- 6. <del>7.</del> actual gross pension;
- 7. 8. the value and nature of employer-paid fringe benefits;
- 8. 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
- 9.  $\frac{10}{10}$  job title;
- 10. <del>11.</del> bargaining unit;
- 11.  $\frac{12}{12}$  job description;
- 12. <del>13.</del> education and training background;
- 13. <del>14.</del> previous work experience;
- 14. <del>15.</del> date of first and last employment;
- 15. 16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
- 16. 17. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
- 17. 18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements. The agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money. Such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
- 18.  $\frac{19}{100}$  work location;
- 19.  $\frac{20}{20}$  work telephone number;
  - 21. badge number;

- 20. <del>22.</del> work-related continuing education;
- 21. <del>23.</del> honors and awards received; and
- 22. 24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data;
- B. The following information on applicants for employment is public:
  - 1. veteran status;
  - 2. relevant test scores;
  - 3. rank on eligible list;
  - 4. job history;
  - 5. education and training; and
  - 6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.
- D. Applicants for appointment to a public body:
  - 1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:
    - a. name;
    - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
    - c. education and training;
    - d. employment history;
    - e. volunteer work;
    - f. awards and honors;
    - g. prior government service;
    - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
    - i. veteran status.
  - 2. Once an individual is appointed to a public body, the following additional items of data are public:
    - a. residential address;
    - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
    - c. first and last dates of service on the public body;
    - d. the existence and status of any complaints or charges against an appointee; and
    - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would

jeopardize an active investigation.

- 3. Not withstanding paragraph 2, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
- F. Data relating to a complaint or charge against a public official is public only if:

(1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or

(2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

#### V. PRIVATE PERSONNEL DATA

- A. All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- G. The school district may display a photograph of a current or former employee to

prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

- H. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
  - 1. The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
  - 2. A pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
  - 3. A court, law enforcement agency or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
  - 1. threaten the personal safety of the complainant or a witness; or
  - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

L. The school district shall make any report to the board of teaching or the state board of education Professional Educator Licensing and Standards Board, the Board of School Administrators, or the Board of Trustees of the Minnesota State Colleges and Universities, whichever has jurisdiction over the teacher's or administrator's license as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the appropriate licensing board having jurisdiction over a teacher's the license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.

- M. Private personnel data shall be disclosed to the Department of Economic Security for the purpose of administration of the Unemployment Insurance Program under Minn. Stat. Ch. 268.
- N. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employee resigns while the complaint or charge is still pending, the employee resigned to a school district or charter school adta after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minn. Stat. Ch. 13. Data that are released under this paragraph must not include data on the student.
- P. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- Q. Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- R. Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or

after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

When a teacher is discharged immediately because the teacher's license has been revoked T. due to a conviction for child abuse or sexual abuse or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minn. Stat. § 13.41, Subd. 5, and must provide the Board of Teaching Professional Educator Licensing Standards Board and the licensing division at MDE with the necessary and relevant information to enable the Board of Teaching Professional Educator Licensing Standards Board and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minn. Stat. § 123B.03, a school board or other school hiring authority must contact the Board of Teaching Professional Educator Licensing Standards Board and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

#### VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

#### VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

#### VIII. RESPONSIBLE AUTHORITY

The school district has designated the Superintendent or his/her designee as the authority responsible for personnel data.

#### IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Policy 406 Public and Private Personnel Data Adopted: February 28, 2005; Revised: May 2013, December 2013, February 2015 <u>Revised: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 649 Northfield, Minnesota

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) Minn. Stat. § 13.02 (Definitions) Minn. Stat. § 13.37 (General Nonpublic Data) Minn. Stat. § 13.39 (Civil Investigation Data) Minn. Stat. § 13.43 (Personnel Data) Minn. Stat. § 13.601. Subd. 3 (Elected and Appointed Officials) Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting) Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination) Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors) P.L. 104-191 (HIPPA) 45 C.F.R. Parts 160 and 164 (HIPPA Regulations)

*Cross References:* School Board Policy 515 (Protection and Privacy of Pupil Records) MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records-Privacy-Access to Data)

# Policy 801 EQUAL ACCESS TO SECONDARY SCHOOL FACILITIES BY STUDENTS

# I. PURPOSE

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

# **I. II.** GENERAL STATEMENT OF POLICY

- The District shall implement the Equal Access Act by granting equal access to secondary school facilities for enrolled students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.
  - A. It is the policy of this school district not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
  - B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.
  - C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.
  - D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.
  - E. In adopting and implementing this equal access policy, the school district will <u>NOT</u>:
    - 1. influence the form or content of any prayer or other religious activity;
    - 2. require any person to participate in prayer or other religious activity;
    - 3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
    - 4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;
    - 5. sanction meetings that are otherwise unlawful;
    - 6. limit the rights of groups of students based on the size of the group;
    - 7. abridge the constitutional rights of any person.

# H. III. DEFINITIONS

A. "Noninstructional time" means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.

- B. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.
- C. "Secondary school" means any school with enrollment of pupils ordinarily in grades 6 through 12 or any portion thereof.
- D. "Sponsorship" includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.
- E. "Meeting" includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.

# HH. IV. FAIR OPPORTUNITY CRITERIA

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.
- <u>V.</u> <u>PROCEDURES</u> <u>PROTOCOLS</u> (THIS SECTION USED TO BE SEPARATE BUT WAS MOVED INTO POLICY)
  - <u>A.</u> <u>Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:</u>
    - 1. <u>All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.</u>
    - 2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
  - B. Student groups meeting under this policy must comply with the following rules:

- 1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
- 2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.
- 3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.
- <u>C.</u> <u>Students applying for use of school facilities under this policy must provide the following information to the principal: time and date of meeting, estimated number of students in attendance, and special equipment needs.</u>
- D. The building principal has responsibility to:
  - 1. Keep a log of application information.
  - 2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
  - 3. Note the condition of the facilities and equipment before and after use.
  - 4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
  - 5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.
- <u>E.</u> The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
- <u>F.</u> <u>Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.</u>
- <u>G.</u> <u>School district employees or agents may not promote, lead, participate in, or otherwise</u> <u>sponsor meetings or activities held pursuant to this policy.</u>
- <u>H.</u> <u>A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.</u>

Policy 801 Equal Access to Secondary School Facilities by Students Adopted: October 13, 2008; Revised: May 2013; <u>Revised: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659

# Northfield, Minnesota

Legal References: 20 U.S.C. §§ 4071-74 (Equal Access Act)

20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act) Board of Educ. Of Westside Community Schools v. Mergens, 496 U.S. 226,1105 S. Ct.2356 (1990) Good News Club v. Milford Central School, 533 U.S.98,1215 S.Ct.2093 (2001) Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1, 690 F.3d 996 (8<sup>th</sup> Cir. 2012) Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist. 728, 599 F.Supp. 2d 1136 (D. Min. 2009)

*Cross References:* MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment) MSBA Service Manual, Chapter 13, School Law Bulletin "O" (Equal Access Act)

# Policy 802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

# I. GENERAL STATEMENT OF POLICY PURPOSE

The School District, as a public trust, will manage and efficiently utilize its property, equipment, instructional materials, and fixed assets. Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material. Equipment, instructional materials, and fixed assets of the School District which are obsolete, surplus or no longer useable or repairable will be disposed of in a fair and reasonable manner. Refer to the Fiscal Procedure Manual for the disposition of federally funded purchases.

# II. **DEFINITIONS**

- A. "Obsolete" property, equipment, instructional materials and fixed assets are those materials which have been reviewed by District staff and deemed no longer usable for any District purposes.
- B. "Contract" means an agreement entered into by the school district for the sale of supplies, materials or equipment.
- C. "Official newspaper" is a regular issue of a qualified legal newspaper.

# III. MANNER OF DISPOSITION

A. <u>Authorization</u>

The superintendent or designee is authorized to properly dispose of obsolete material. Disposition by sale will follow the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board.

B. <u>Priority for Disposition</u>

The manner of disposition shall be:

- 1. Re-use
- 2. Sell
- 3. Donate
- 4. Recycle
- 5. Dispose

#### C. <u>Contracts Over \$100,000</u> \$175,000

1. If the estimated value of the equipment or materials exceeds  $\frac{100,000 \pm 175,000}{100,000}$  sealed bids shall be solicited by two weeks' published notice in the official
newspaper and via electronic media. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter.

- 2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law. Not withstanding the foregoing, the School District shall have the right to reject all bids.
- 3. A record shall be kept of all bids for one year and shall include the names of bidders, amounts of bids, and an indication of the successful bid. All bids shall conform to the bidding practice of the School District.

#### D. <u>Contracts From \$25,000 to \$100,000 \$175,000</u>

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$100,000<u>\$175,000</u>, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

#### E. <u>Contracts Less Than \$25,000</u>

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

#### F. <u>Electronic Sale of Surplus Supplies, Materials, and Equipment</u>

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

# G. <u>Notice of Quotation</u>

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

#### H. Sales to Employees

No officer or employee of the school district shall sell of procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

I. <u>Exceptions for Surplus School Computers</u> (Minn. Stat. § 123B.52, Subd.6)

A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment by conveying the property and title to:

- 1. another school district;
- 2. the state department of corrections;
- 3. the board of trustees of Minnesota State Colleges and Universities; or
- 4. the family of a student residing in the district whose total family income meets the federal definition of poverty.
- J. <u>Transfer to Another Public Entity</u> (Minn. Stat. § 471.85; Property Transfer; Public Corporations)

The school district may transfer its personal property for a nominal amountor without consideration to another public corporation for public use.

Policy 802 Disposition of Obsolete Equipment and Material Adopted: October 27, 2008; Revised May 2013; <u>Revised DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

 Legal References:
 Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)

 Minn. Stat. § 123B.29 (Sale of School Building at Auction)
 Minn. Stat. § 123B.52 (Contracts)

 Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
 Minn. Stat. § 645.11 (Published Notice)

 Minn. Stat. § 13.591 (Business Data)
 Minn. Stat. § 471.85 (Property Transfer; Public Corporations)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

# Policy 805 WASTE REDUCTION, RECYCLING, ENVIRONMENTAL PROTECTION and COMPLIANCE

# I. GENERAL STATEMENT OF POLICY PURPOSE

It is the policy of the School District to reduce waste, encourage recycling and promote conservation of resources. (Minn. Stat. § 115A.15, Subd. 1)

# **II. DEFINITIONS**

- A. "Lamp recycling facility" means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (Minn. Stat. § 116.93, Subd. 1)
- B. "Mixed municipal solid waste" means garbage, refuse, and other solid waste that is aggregated for collection but does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams. (Minn. Stat. § 115A.03, Subd. 21)
- C. "Packaging" means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (Minn. Stat. § 115A.03, Subd. 22b)
- D. "Postconsumer materials" means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. (Minn. Stat. § 115A.03, Subd. 24b)
- E. "Rechargeable battery" means a sealed nickel-cadmium battery, a sealed lead acid battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the Pollution Control Agency (PCA) (Commissioner). (Minn. Stat. § 115A.9157)
- F. "Recyclable commodities" means materials, pieces of equipment, and parts which are not reusable but which contain recoverable resources. (Minn. Stat. § 115A.15, Subd. 1a(a))
- G. "Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (Minn. Stat. § 115A.03, Subd. 25a)

- H. "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (Minn. Stat. § 115A.03, Subd. 25b)
- I. "Resource conservation" means the reduction in the use of water, energy, and raw materials. (Minn. Stat. § 115A.03, Subd. 26a)
- J. "Reusable commodities" means materials, pieces of equipment, parts, and used supplies which can be reused for their original purpose in their existing condition. (Minn. Stat. § 115A.15, Subd. 1a(b))
- K. "Source-separated compostable materials" means materials that:
  - 1. are separated at the source by waste generators for the purpose of preparing them for use as compost;
  - 2. are collected separately from mixed municipal solid waste and are governed by state licensing provisions;
  - 3. are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the Commissioner has determined that no other person is willing to accept the paper for recycling;
  - 4. are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the PCA's class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and
  - 5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the Commissioner determines that no other person is willing to accept the materials. (Minn. Stat. § 115A.03, Subd. 32a)
- L. "Waste reduction" or "source reduction" means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:
  - 1. reusing the product in its original form;
  - 2. increasing the life span of a product;
  - 3. reducing material or the toxicity of material used in production or packaging; or
  - 4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated. (Minn. Stat. § 115A.03, Subd. 36b)

#### III. WASTE DISPOSAL

- A. The school district will attempt to decrease the amount of waste consumable materials by:
  - 1. reduction of the consumption of consumable materials whenever practicable;
  - 2. full utilization of materials prior to disposal;
  - 3. minimization of the use of non-biodegradable products whenever practicable.
- B. Each school district facility shall also collect at least three recyclable materials,\_such as, but not limited to, the following: paper, glass, plastic, and metal. (Minn. Stat. § 115A.151)
- C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (Minn. Stat. § 115A.151)
- D. Prior to entering into a contract for the management of mixed municipal solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management practices employed by the county or district, the school district will:
  - 1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
  - 2. develop and implement a plan for managing the potential liability; and
  - 3. submit the information in (1) and (2) above to the PCA.

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (Minn. Stat. § 115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4)

E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the

exterior of a vehicle) in or on:

- 1. solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility;
- 2. the land unless approved by the PCA; or
- 3. the waters of the state, an individual sewage treatment system, or in a storm water or waste water collection or treatment system unless:
  - a. permitted to do so by the operator of the system and the PCA;
  - b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
  - c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze. (Minn. Stat. § 115A.916)
- F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
  - 1. in solid waste; or
  - 2. in a wastewater disposal system. (Minn. Stat. § 115A.932, Subd. 1(a))
- G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:
  - 1. in a solid waste processing facility; or
  - 2. in a solid waste disposal facility. (Minn. Stat. § 115A.932, Subd. 1(b))
- H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minn. Stat. § 216B.241, Subds. 2 and 4. (Minn. Stat. § 115A.932, Subd. 1(c))

- I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the school district. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)
- J. The school district may not place yard waste:
  - 1. in mixed municipal solid waste;
  - 2. in a disposal facility;
  - 3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting; or
  - 4. in a plastic bag unless exempt as specified in Minn. Stat. § 115A.931(c), (d), or
    (e). (Minn. Stat. § 115A.931)
- K. The school district may not place a telephone directory:
  - 1. in solid waste;
  - 2. in a disposal facility; or
  - 3. in a resource recovery facility, except a recycling facility. (Minn. Stat. § 115A.951, Subd. 2)
- L. The school district may not:
  - 1. place major appliances in mixed municipal solid waste; or
  - 2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility. (Minn. Stat. § 115A.9561)
- M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. (Minn. Stat. § 115A.9565)
- N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. (Minn. Stat. § 115A.961, Subd. 3)

# IV. ESTABLISHING COMPLIANCE WITH SECTION 306 OF THE CLEAN AIR ACT AND SECTION 508 OF THE CLEAN WATER ACT (40 CFR 15)

- A. Any facility to be utilized in the performance of business operations by Northfield School District or any subcontractor shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- B. Northfield School District will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
- C. Northfield School District will promptly notify the Department of Environmental Quality of any notification received from the Director of the Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized by Northfield School District is under consideration to be listed on the EPA List of Violating Facilities.

# V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

- A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than 10 percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. (Minn. Stat. § 16C.073, Subd.3(a))
- B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (Minn. Stat. § 16C.073, Subd. 3(b))
- C. Whenever practicable, the school district will:
  - 1. purchase uncoated copy paper, office paper, and printing paper unless the coated paper is made with at least 50 percent postconsumer material;
  - 2. purchase recycled content copy paper with at least 30 percent postconsumer material by weight and purchase office and printing paper with at least 10 percent postconsumer material by weight;
  - 3. purchase paper which has not been dyed with colors, excluding pastel colors;
  - 4. purchase recycled content copy, office, and printing paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
  - 5. use reusable binding materials or staples and bind documents by methods that do

not use glue;

- 6. use soy-based inks;
- 7. purchase printer or duplication cartridges that:
  - a. have 10 percent post-consumer material; or
  - b. are purchased as remanufactured; or
  - c. are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of recycling in Minn. Stat. § 115A.03, Subd. 25b;
- 8. produce reports, publications, and periodicals that are readily recyclable;
- 9. purchase paper which has been made on a paper machine located in Minnesota; and
- 10. print documents on both sides of the paper where commonly accepted publishing practices allow. (Minn. Stat. § 16C.073, Subd. 2)
- D. The school district may not use a specified product included on the prohibited products list published in the State Register. (Minn. Stat. § 115A.9651)
- E. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. (Minn. Stat. § 16C.073, Subd. 3(b))
- F. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. (Minn. Stat. § 16C.073, Subd. 3(b))

#### VI. OTHER

Buildings and Grounds staff will be trained in proper disposal of all materials. All staff will be made aware of proper disposal of materials commonly used in their work area.

Policy 805 Waste Reduction and Recycling

Adopted: October 27, 2008; Updated: April 2012, November 24, 2014, December 2014, May 2016, August 2017; <u>Revised: DATE HERE</u>

School Board

# INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References: Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)

- Minn. Stat. § 115A.03 (Definitions)
- Minn. Stat. § 115A.15 (State Government Resource Recovery)

Minn. Stat. § 115A.151 (State and Local Facilities)

Minn. Stat. § 115A.46 (Requirements)

Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)

Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)

Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)

Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)

Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)

Minn. Stat. § 115A.931 (Yard Waste Prohibition)

Minn. Stat. § 115A.932 (Mercury Prohibition)

Minn. Stat. § 115A.951 (Telephone Directories)

Minn. Stat. § 115A.9561 (Major Appliances)

Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)

Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)

Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)

Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)

Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)

Minn. Stat. § 458D.07 (Sewage Collection and Disposal)

National Solid Waste Management Ass'n v. Williams, et al., 966 F.Supp. 844 (D. Minn. 1997)

#### **Policy 806 CRISIS MANAGEMENT**

#### I. PURPOSE

The purpose of this policy is to direct District and building administration to develop crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation.

#### II. GENERAL STATEMENT OF POLICY

- A. The School District will engage in ongoing emergency planning within the School District and with first responders and other relevant community organizations. The School District will ensure that relevant first responders in the community have access to their building-specific crisis management plans and will provide training to School District staff to enable them to act appropriately in the event of a crisis.
- B. The School District shall develop tailored building-specific crisis management plans for each school building in the School District, and sections or procedures may be added or deleted in those crisis management plans based on building needs.
- C. The School District's administration and/or the administration of each building shall develop tailored building-specific crisis management plans. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. The Crisis Management Plan will be maintained, updated and revisions distributed to the appropriate personnel on an annual basis.

Policy 806 Crisis Management Adopted: November 24, 2008; <u>Reviewed: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References:Minn. Stat. Ch. 12 (Emergency Management)<br/>Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)<br/>Minn. Stat. § 121A.035 (Crisis Management Policy)<br/>Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)<br/>Minn. Stat. § 299F.30 (Fire Drill in School)<br/>Minn. Stat. § 326B.02, Subd. 6 (Powers)<br/>Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)<br/>Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)<br/>Minn. Rules Ch. 7511 (Fire Safety)<br/>20 U.S.C. § 1681, et seq. (Title IX)<br/>20 U.S.C. § 7912 (Unsafe School Choice Option)<br/>42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances) MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 501 (School Weapons Policy) MSBA/MASA Model Policy 506 (Student Discipline) MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)

MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschool safetyguide.pdf

#### Policy 807 HEALTH AND SAFETY POLICY

#### I. PURPOSE

Northfield Public Schools has developed a District Health/Safety Policy to promote safe and healthful working conditions for our employees. In addition to adopting a District Health/Safety Policy, Northfield Public Schools, has incorporated several other health and safety programs that not only promote employee/student safety, but insures ensures compliance with local, state and federal regulations.

#### III. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.
- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district will form a health and safety advisory committee to be appointed by the superintendent. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation.

#### IV. PROCEDURES

- A. The Director of Buildings and Grounds, with direction from outside consultants and professionals, is responsible for planning and implementation of the District Health/Safety Policy.
- B. Based upon recommendations from the health and safety advisory committee

II.

and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. <u>The Health and Safety Management</u> <u>Plans can be viewed on the District's website.</u> The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

- C. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.
- D. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

#### V. PROGRAM AND PLANS

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following: The Director of Buildings and Grounds, with direction from outside consultants and professionals, is responsible for planning and implementation of the District Health/Safety Policy.
  - 1. Asbestos
  - 2. Fire and Life Safety
  - 3. Employee Right to Know
  - 4. Emergency Action Planning
  - 5. Combustible and Hazardous Materials Storage
  - 6. Indoor Air Quality
  - 7. Mechanical Ventilation
  - 8. Mold Cleanup and Abatement
  - 9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
  - 10. Infectious Waste/Bloodborne Pathogens
  - 11. Community Right to Know
  - 12. Compressed Gas Safety

- 13. Confined Space Standard
- 14. Electrical Safety
- 15. First Aid/CPR/AED
- 16. Food Safety Inspection
- 17. Forklift Safety
- 18. Hazardous Waste
- 19. Hearing Conservation
- 20. Hoist/Lift/Elevator Safety
- 21. Integrated Pest Management
- 22. Laboratory Safety Standard/Chemical Hygiene Plan
- 23. Lead
- 24. Control of Hazardous Energy Sources (Lockout/Tagout)
- 25. Machine Guarding
- 26. Safety Committee
- 27. Personal Protection Equipment (PPE)
- 28. Playground Safety
- 29. Radon
- 30. Respiratory Protection
- 31. Underground and Above Ground Storage Tanks
- 32. Welding/Cutting/Brazing
- 33. Fall Protection
- 34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
- 35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify

potential hazards and safety concerns.

F. In the event of an accident or a near miss <u>incident</u>, the school district shall <u>order</u> promptly cause an accident investigation to be conducted in order to determine the cause(s) of the accident or incident <u>in order and to take action</u> to prevent a similar incident <u>from occurring</u>. All accidents <u>or incidents and near misses</u> must be reported to an the immediate supervisor as soon as possible.

#### VI. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

#### VII. COMMUNICATION

Northfield Public Schools regards communication of health and safety issues as a continual process. Health and safety procedures are communicated through safety training at the beginning of an employee's new job assignment, whenever material, process, or procedural changes are implemented, and whenever the employer notices deficiencies in safe work practices.

In addition to training, posters, employee handbooks, handout materials and computer-based learning may also be utilized to communicate job safety and health information.

Safety communication also takes place through distribution of safety committee meeting minutes, which includes accident information, reported employee concerns, inspection findings, and status updates on safety items.

#### VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Policy 807 Health and Safety Adopted: May 29, 2012; Revised: July 8, 2013, June 2014, December 2014, June 2015; <u>Revised: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

0	Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management) Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety) Minn. Stat. § 182.676 (Safety Committees) Minn. Rules Part 5208.0010 (Applicability) Minn. Rules Part 5208.0070 (Alternative Forms of Committee)
Cross References:	MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)

MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget) MSBA/MASA Model Policy 806 (Crisis Management Policy)

# Policy 808 KEY ACCESS CONTROL POLICY TO BUILDINGS AND SITES

#### I. GENERAL STATEMENT OF POLICY

The purpose of this policy is to ensure the safety of all District Students, Staff and Visitors along with ensuring the security of the Buildings. This policy shall govern the issuance, surrender and replacement of both metal keys and identification badges which function as electronic keys. This document will refer to "key(s)" as both metal keys and electronic identification badge access cards.

#### II. STAFF IDENTIFICATION BADGE CARDS

The School District shall require Permanent School Employees, Substitute Employees and Volunteers/Visitors to wear appropriate identification as described in the procedures to accompany Policy 808.

#### III. STAFF BUILDING METAL KEYS

The School District shall issue Permanent School Employees, Substitute Employees metal keys to the buildings as outlined in Procedures to Policy 808.

Policy 808 Key Access Control to Buildings and Sites Adopted: February 8, 2016; <u>Reviewed: DATE HERE</u>

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)

Cross References: Policy 903 and Procedures - Visitors to School District Buildings and Sites

# Procedures to Policy 808 - Key Access Control

# I. General Guidelines for Building Metal Keys

The Buildings and Grounds Department will be responsible for issuance and record keeping of all metal keys.

- a. Lost metal keys will be reported immediately to the building Principal(s) and the Director of Buildings and Grounds.
- b. Replacement cost for standard (regular access) metal keys **\$50.00** per key. *The replacement cost will be charged to the person who is responsible for the metal key or keys.* Replacement metal keys will not be reissued until fee is paid.
- c. Replacement cost for metal **Building Master** keys **\$250.00** per key. *The replacement cost will be charged to the person who is responsible for the metal key or keys.* Replacement metal keys will not be reissued until fee is paid.
- d. Replacement cost for metal **Grand Master** keys **\$500.00** per key. *The replacement cost will be charged to the person who is responsible for the metal key or keys.* Replacement metal keys will not be reissued until fee is paid.
  - 1. Broken or non-working metal keys will be returned to the Buildings and Grounds with no replacement charge and reissued if necessary.

# A. Permanent School Employees

- 1. All metal keys are issued by the District and will remain property of the District.
  - a. All metal key must be returned to the Buildings and Grounds Department upon completion of service.
- 2. Metal keys are issued on the basis of need. The needs of the employee will be determined by the building Principal and Buildings and Grounds.
  - a. Metal keys are to be safeguarded and remain solely in the possession of the person whom they were issued.
- 3. Access requirements are reviewed and contingent on job requirements.
  - a. Issuance of the Building Master metal key is typically limited to building maintenance personnel and Administrators.

# **B.** Substitute Employees

1. "Substitute" metal keys will be issued to individuals who are subbing within the buildings of Northfield Public Schools.

- a. Such metal keys will be temporary and need to be turned in at the end of the assignment.
- b. Metal keys are to be safeguarded and remain solely in the possession of the person whom they were issued.

# II. General Guidelines for Building Identification Badge Keys

#### A. Permanent School Employees

- 1. The District's identification badge system is multifunctional and allows staff to:
  - a. Gain access to the building(s) where they work.
  - b. Clock in and clock out for their shifts using one of the District's proxy readers (hourly staff).
  - c. Pay for breakfast or lunch in the District cafeterias.
  - d. Check out materials from the District's media centers.
  - e. Free access to sporting events, excludes finals or sanctions sections.
- 2. All building identification badge keys are issued by the District and will remain property of the District.
  - a. All identification badge keys must be returned to the Human Resources or the Buildings and Grounds Department upon completion of service.
  - b. Lost identification badge keys will be reported immediately to the building Principal(s) and the Director of Buildings and Grounds.
  - c. Replacement costs for lost identification badge keys will be \$7.00.
    - Broken or non-working identification badge keys will be returned to the Human Resources or Buildings and Grounds with no replacement charge and reissued if necessary. Broken identification badge keys need to be turned in when a replacement badge key is issued.
- 3. Access requirements are reviewed and contingent on job requirements.
- 4. Building access represents recognition of trust and responsibility.
  - a. Person(s) accessing District Buildings after normal hours will review procedures for entering and leaving that building. Part of this will be learning the procedures for arming or disarming the alarm system of that building.

b. Person(s) accessing District Buildings before and after hours and which results in triggered false alarms will carry consequences outlined below. Each instance will be reviewed by the appropriate administration to determine the problem and the offender. There will be reasonable discretion used when there is an honest mistake or error. Fines will be administered by Human Resources and all fines need to be paid within 10 days upon receipt. Fines may be paid in cash, check or by credit card.

# Finable offenses:

- 1. Not properly following the proper check-in and check-out procedures at the alarm, thus resulting in a false alarm.
  - a. Failure to disarm or arm the building.
  - b. Failure to write your name in the designated whiteboard (if applicable to building) to indicate to others whether you are in the building.
- 2. Not adhering to the rules of the Building Use Policy/Agreement with Community Services. Times must be accurate which will allow for administration or other designated school/building official to properly lock and unlock doors electronically.
- 3. Offenses:
  - a. 1<sup>st</sup> Offense: Meeting with building administrator or designated "other" building official to go over the process for arming and disarming the building. This will be signed off by both parties.
  - b. 2<sup>nd</sup> Offense: \$50.00 fine and meeting with Director of Buildings and Grounds.
  - c. **3**<sup>rd</sup> **Offense:** \$50.00 fine and restricted use of Identification Badge Key to "regular" Monday-Friday building hours for 6 months.

#### **B.** Substitute Employees

1. "Substitute" Identification Badge Keys will be issued to individuals who are subbing within the buildings of Northfield Public Schools. Such badges must be worn whenever the individual is in school buildings. Such badges will be temporary and do not need to be turned in at the end of the assignment.

#### C. Volunteers/Visitors

1. Visitors and volunteers to school buildings are required to follow the processes and procedures in place in each district school building.

# Adopted: February 8, 2016; Revised: DATE HERE

School Board INDEPENDENT SCHOOL DISTRICT 659 Northfield, Minnesota

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Legal References: Minn. Stat. § 123B.02 (General Powers of Independent School Districts)

Cross References: Policy 903 and Procedures - Visitors to School District Buildings and Sites

# Recommendation for Change Order Limits Northfield Public Schools | Matt Hillmann, Ed.D. | April 8, 2019

At times, and as the need arises, order changes in the scope of the work to be performed or the materials to be furnished regarding the projects associated with the successful November 6, 2018 bond referendum, may occur. Change orders may be inevitable and, therefore, these guiding principles and procedures are recommended to provide authority to individuals, groups, and/or committees to keep projects advancing efficiently and expeditiously.

Below is the recommendation for change order limits. The numbers in each column are cumulative and <u>each change order will be tracked</u> by the Director of Finance. This recommendation may change as work progresses on each project.

	Facilities Director and Finance Director and Superintendent*	Project Oversight Committee	Board of Education		
	Up to 2% of Project Cost	Up to 3% of Project Cost	Over 3% of Project Cost		
New Greenvale Park Elementary	\$ 552,400	\$ 828,600	\$ 828,600+		
Bridgewater	\$ 42,300	\$ 63,400	\$ 63,400+		
Sibley	\$ 147,700	\$ 221,500	\$ 221,500+		
Early Childhood Center	\$ 17,200	\$ 25,800	\$ 25,800+		
Longfellow	\$ 16,800	\$ 25,200	\$ 25,200+		

\* A change order of \$1,000 or less, regardless of the cumulative total, can be approved by the Facilities Director, Finance Director, and Superintendent.

# **Change Order Approval Form**

\* Required

# 1. Project \*

Mark only one oval.



#### 2. Date \*

Example: December 15, 2012

3. Description \*

#### 4. Amount of Change Order \*

#### 5. Approved By \*

Mark only one oval.

Facilities Director, Finance Director & Superintendent

Project Oversight Committee

Board of Education

#### 6. Date of Approval \*

Example: December 15, 2012

Powered by

#### March 13, 2019

#### NORTHFIELD GYMNASTICS LEASE PROPOSAL

#### 404 SCHILLING DRIVE NORTH DUNDAS, MN 55019

Base Rent 22,694 square f	eet x \$4.50 psf. =	\$102,123.00 per year	\$ 8,510.25 per month
CAM	x \$1.75 psf. =	39,714.50	3,309.54
Real Estate Taxes	x \$1.59 psf. +	36,083.46	3,006.96
TOTALS		\$177,920.06	\$ 14,826.75

#### LEASE NOTES:

- Base rent would be a savings of \$70,000.00 to \$80,000.00 per year over what would be charged to an average "retail" tenant.

Proposed lease term of five (5) years.

Build out funds available, to be amortized over the term of the lease agreement, for example-\$75,000.00 over 60 months at 3.9% interest would be a "buildout" payment of \$1,377.86 per month. Space available immediately.

#### ALTERNATE RENT STRUCTURE-

Base Rent 14,194 square fee	t x \$5.00 psf. = \$	5 70,970.00 per year	\$ 5,914.17 per month
CAM	x \$1.75 psf. =	24,839.50	2,069.96
Real Estate Taxes	x \$1.59 psf. =	22,568.46	1,880.71
TOTALS	Ş	5 118,377.96	\$ 9,864.84

Val, if you or anyone else has any questions on this please feel free to contact me. We appreciate having the opportunity to present you with this option.

# PRELIMINARY INFORMATION - FOR DISCUSSION ONLY

# Northfield School District No. 659

Estimated Impact of \$180,000 Annual Lease Levy

#### Estimated Tax Impact Schedule

Type of Property	Estimated Market Value	Estimated Annual Taxes*
	\$100,000	\$4
	150,000	8
Residential	200,000	11
Homestead	300,000	17
	400,000	24
	500,000	30
	600,000	38
Commercial/	\$250,000	\$26
Industrial <sup>+</sup>	1,000,000	116
	2,000,000	236
Ag Homestead**	\$4,000	\$0.12
(average value per acre	5,000	0.15
of land and buildings)	6,000	0.18
	8,000	0.24
Ag Non-Homestead**	\$4,000	\$0.24
(average value per acre	5,000	0.30
of land and buildings)	6,000	0.36
	8,000	0.48



To: Northfield Board of Education
From: Val Mertesdorf, Director of Finance
Date: March 19, 2019
RE: Future Gymnastics Considerations

As you are aware we are in need of a long term solution for the Northfield High School gymnastics program. Tonight, I will discuss two options for your consideration.

#### Option 1: Five year lease in current facility (old K-Mart)

We were approached by the owners of the facility to see if we were interested in making the lease a longer-term commitment. As a reminder, Chris Brown and family have gifted us space as an emergency solution this past winter when the Farmington Gymnastics building was not ready.

- Lease Terms: 5 years | \$177,920
- Build Out: \$50,000 75,000 estimated
  - Raise sprinkler heads for bars
  - 19' minimum for MSHSL

As a potential offset to this cost, we could run a recreation-focused gymnastics program. In Community Education, it is always our intent to supplement programming in the community and not duplicate it. We know there is an established gymnastics club in town, but we know that often their classes fill up and some families aren't able to participate because of schedules. I don't believe the Northfield Gymnastics Club currently has a boys team. Our goal would be to have more options for families. Melissa Bernhard, Recreation Coordinator put together the revenue and expenditure model. The revenue model is extremely conservative and the staffing expenditures are likely overstated. Even with these dynamics, it is projected to generate income. The estimate shows the programming could reach 600 students (duplicated count) in the community.

The gymnastics team would require approximately 14,000 square feet. This would leave 4-5,000 square feet available for additional programming. I've included a list of potential ideas. We would also use the climate controlled space for Rock-n-Roll Revival costume storage as well as the district-wide paper storage. Climate controlled storage will cost the district \$2,520 annually. Last year the district bulk purchased the majority of their paper and saved approximately \$20,000. This was a space constraint for most buildings.

There are some other items to consider. When we look at the tax impact scenario, if we levied the entire \$180,000 it would be an increase of \$11 per year for a \$200,000 home. We are not required to lease levy the full payment. We could levy a partial amount and pay the rest out of operating capital. This would reduce the flexibility we have in our operating capital for the term of the lease. In addition, we will no longer levy for NCRC after the Pay 20 cycle. This accounts for about  $\frac{1}{3}$  of the proposed lease cost.

#### **Option 2: Farmington Gymnastics Club**

Lynn Bauman, owner of Farmington Gymnastics and Cheer is willing to lease space to us for the 2019-20 season. They are now in their new building, so there would not be any unanticipated changes.

- Lease Term: 1-2 years | \$10-12,000
- Bus Cost: \$20,000 annually out of general fund

Considerations with this option are the short-term nature. Should Farmington Gymnastics and Cheer change their mind we would be again looking for a solution. In addition, we invested \$70,000 in equipment that would be put into storage.

I am not making a recommendation for either option at this time. I feel it is my responsibility to present the Board with all the available information to make an informed decision. Based on the information provided tonight if there is additional information you desire, I would gladly provide it at the next Board meeting.

Winter: January 6 - Feb. 15	(6 week session)															
pring 1: March 2 - April 1			break)													1
pring 2: April 20 - May 30																
ummer: June 8 - July 25 (	6 week session - 1	no class July 4th	week)									-	· · ·	-		
Camps in August (gymnast	ics, dance, cheer	& stunt, martial	arts, parkour,	, Ring The	Bell Inte	nsive, etc.)										
								San San San	Sugar and sugar sugar	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.	And the second					
Sample Session (Class Revenue)	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total Classes	Hours/class	Cost of Class 1X/week	Cost of Class 2X/week	Min. Participants	Max. Participants	Total Registrations Possible	Estimated Total # of Registrations	Estimated Revenue @ 1X week	Estimated Revenue @ 2X week
CO-ED	and without the	Section Street in	S. BATTONNO	20.75	Section 1		and the second					Service of the	to a series	an a saidhe		
Tiny Tumblers	8 ·	X		1		X	2	0.75	\$55	\$65	2	8	16	10	\$550	\$650
Pre-School	X	and to applicate to 6 where the	X	a segrer part south an	X	X	4	1	\$59	\$74	2	8	32	24	\$1,416	\$1,776
GIRLS	and the second second	and the second	- V		X	x	4	1.25	\$65	COF						
Beginners Adv. Beginners	X	x	X		~	X	2	1.25	\$69	\$85 \$94	2	8	32	24	\$1,560	\$2,040
Intermediates		^		X		x	2	2	\$89	\$119	2	8	16	10	\$690	\$940
Pre-Team	x				x	X	3	2	\$89	\$119	6	10	10	10 8	\$890 \$712	\$1,190 \$952
BOYS	State State State	a second and the	Sec. 19	and shine	Server Star	Star Star	State Sale		and the star of the	the state of the	STORE STORE STORE	The second	A STREET, STRE	Contraction of the local division of the loc	\$112	\$952
Boys Beginners	C. S. Selecter S.		Х			X	2	1.25	\$65	\$85	6	8	16	8	\$520	\$680
Boys Advanced	State of States	1 be	Х			X	2	1.5	\$69	\$94	2	8	16	8	\$552	\$752
HIGH SCHOOL FI, S1, S2, S	o Terresta	2 Dealth an	W Soft is	1.18.5	Car Sold			Station and state	28 -	3X		18 Mar 19	man address of the	e improvedent	5 @ 2X @ 6 weeks	and the second se
	X	Х		X	-		3	3	\$25	\$35	2	15	15	10	\$750	\$1,050
OPEN GYM	are the state 14	Sec. A line of				Allen and	Sec. 1	A State State		N 1997 Contraction	N BULLY	Constant States	1.25356.1		All \$5	17 & 34 @ \$10
AM			Х	S. S. Start	ê.		1		\$5 person / \$10		1	25	150	50	\$250	\$170
PM		-	X				1	2	\$5 person/\$10	fam. max	1	50	300	100	\$500	\$340
BIRTHDAY PARTIES	(2) 第二十三、指令)				109.269	Sec. and	in the second	Sole Station		State of the second		and the second	C AND SAL	23632-9 <b>6</b> 8		
						X	2	2	\$85	and the state of the	Access Stadian	The second	14	7	\$170	N/A
							20				Spectrum entre Spectrum		A Market Market	a an		
TOTALS							28				28	156	633	269	\$8,560	\$10,540
															If all registrants came once a week	If all registrants came twice a week
															We'd land some	where in the middle
Sample Month (Team Revenue)	Hours Per Week	Hours Per Month	Cost Per Practice	Cost Per Week	Cost Per Month	# Enrolled	Revenue Per Month									
Girls Team		10 m 10 m	A Stration	We wanter	Sec. M	All N. annes	See Section									
3X/Week	9	36	\$12	\$35	the second se	4	\$560					-				
4X/Week	12	48	\$10	\$40	\$160	4	\$640									
Boys Team	A CONTRACTOR	16	612 50	Ćor.	¢100	Children and Children	¢200									
2X/Week	6	16 24	\$12.50	\$25 \$30		2	\$200 \$240									
3X/Week Total Revenue/Month	0	24	\$10.00	\$30	\$120		\$1,640									
Total Revender Month							\$1,040					-				
Sample Session (Class Expenses)	# Staff needed/class	Total Classes	Class Length In Hours	Hourly Staff Time Per Class	Hourly Wage Min.	Hourly Wage Max.	Per Class Estimated Staffing Costs	Total Estimated Class Staffing Costs/week	Total Estimated Class Staffing Costs/6 week session		·					
CO-ED	P = 196.0 (10	Sec. Sec.		1 2 3 3	Control .	the second	And Second Se	Section Section 19	1. S.							
Tiny Tumblers	1	2	0.75	1.25	\$9.86	\$10.50	\$13.13	\$26.26	\$157.56							
Pre-School	2	4	1	1.5	\$9.86	\$10.50	\$30.54	\$122.16	\$732.96							
GIRLS	- Ser Jacobs C. R	Market Berlins		all in the	Ale balan	AND ST	and the second second	A station of the second	and the second second							
Beginners	2	4	1.25	1.75	\$9.86	\$10.50	\$35.64	\$142.56	\$855.36							
Adv. Beginners	2	2	1.5	2	\$9.86	\$10.50	\$40.72	\$81.44	\$488.64							
Intermediates	2	2	2	2.5	\$9.86	\$10.50	\$50.90	\$101.80	\$610.80							
Pre-Team	2	3	2	2.5	\$9.86	\$10.50	\$50.90	\$152.70	\$916.20							
BOYS	and share the	Salar Salar		C. Cost	Carl and	2.00		E.151.5%	Contraction and the			-				
	1	2	1.25	1.75	1 40 00	\$10.50	\$35.64	\$71.28	\$427.68		1					

					40.00			4453.50	to 15 00			1	 	-
	1	3	3	3.5	\$9.86	\$15	\$15.00	\$157.50	\$945.00		 		 	
OPEN GYM		and the second	Allen and and allen a	1.5	\$9.86	\$10.50	\$30.54	\$30.54	\$183.24		 			
AM	1	1	1		\$9.86	\$10.50	\$30.54	\$122.16	\$732.96		 		 	
PM	2	1	1	1.5	\$9.86	\$10.50	\$30.54	\$122.16	\$732.96		 		 	
BIRTHDAY PARTIES			and a second second			440.50	404.50	\$31.50	\$189.00				 	
Saturday Afternoons	1	2	1.5	3	\$9.86	\$10.50	\$31.50			W/ Benefits	 			
TOTALS	18	26	16.25	21.75				\$1,121.34	\$6,728.04	\$7,242.74	 			
Sample Month (Team Expenses)	# Staff needed/class	Total Classes	Class Length In Hours	Hourly Staff Time Per Class	Hourly Wage Min.	Hourly Wage Max.	Per Practice Estimated Staffing Costs	Total Estimated Class Staffing Costs/week	Total Estimated Class Staffing Costs/month	Meet Fees				
GIRLS				3.5	\$9.86	\$10.50	\$71.26	\$285.04	\$1,140.16		 			
A471 111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2	4	3	3.5	\$9.80	\$10.50	\$71.20	\$265.04	\$1,140.16	\$240.00	 		 	
\$15/athlete/meet X 2 mee	ets/month			A PLAN	A SPECIMENT				CALCULATION OF	\$240.00	 		 _	
BOYS	1	3	2	2.5		\$10.50	\$26.25	\$78.75	\$315	Sanar da bara baha ang	 		 	
\$15/athlete/1 meet/mont		3	2	2.5		\$10.50	\$20.25	\$76.75	\$313	\$60	 		 	
and the second se	1							\$363.79	\$1,455.16	\$300	 		 -	
Total Expenses/Month								\$303.73	\$1,455.10	\$300				
									N				 	
TOTAL EXPENSES (6 wee	ek session)													
Rec. Staff	\$7,242.74													
CS \$9 Fee (127														
registrations)	\$1,143										 		 	
Team Staff (\$1,455.16/month)	\$2,182.74						04							
MAGA Meet Fees	\$300.00													
USA Membership X 1	\$10.00													
Equipment/month (not	\$300													
TOTAL EXPENSES	\$11,178.48													
TOTAL REVENUES (6 week	csession)	Min. Possible	Max. Possible											
General Rec.		\$8,560.00	\$10,540											
Team (\$1640/month)		\$2,460.00	\$2,460.00			_								
TOTAL REVENUES		\$11,020.00	\$13,000											

#### **Revenue Generation Using Additional K-Mart Space**

Indoor Play Park (jungle gym, turf space, mini gym, giant block/lego area, tiny tot space, bounce house or two)

#### Indoor Pickleball

Ninja / Parkour (not cross-fit) (in play park)

Portable Strider bike track for youth (in play park)

Skateboarding/Scooter/Roller Blade Obstacles (in play park)

Curling

Rock climbing wall (staffed during a set time)

Batting Cages (code entry like play park)

# **Revenue Generation Using Gymnastics Space**

Cheer and Stunt Team (youth and high school)

Home School Groups

"Child watch/drop off" in the gymnastics space/indoor play park (for up to 3 hours at a time)?

Ring The Bell Extreme - for an extra day or specialized workout

#### Summer camps

- Recreational Gymnastics
- Competitive Gymnastics
- High School Gymnastics
- Parkour/Ninja
- Dance
- Cheer & Stunt
- BMX (using pits)
- Snowboarding (using tramps) special protective sleeve over board
- Martial Arts
- Open gyms

- Track / Pole Vaulting (high school and college track team used to come in and use our space for pole vault training)

#### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") entered into this \_\_\_\_\_ day of April, 2019, which is the date this Agreement is fully executed by both Seller and Buyer ("Effective Date"), between Gleason Real Estate Holdings, LLLP ("Seller"), and Independent School District No. 659, Northfield ("Buyer").

1. **Property Subject to Sale**. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell, assign and convey, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title and interest in and to the following described property (collectively, the "Property"):

- (a) The land and building located generally at 720 Gleason Road, Northfield, Minnesota 55057, containing approximately 1.01 acres, together with all hereditaments and easements appurtenant thereto, legally described in the attached Exhibit A.
- (b) All improvements and fixtures in, upon and under the land, including without limitation, the building located thereon containing approximately 10,000 square feet. (the "Improvements");
- (c) All personal property owned by Seller located on the Property and used in the operation and maintenance of the Property and/or Improvements (the "Personal Property"); and
- (d) All Seller's right, title and interest in and to all assignable licenses, permits, certificates, approvals, authorizations and variances issued for or with respect to the Property by any governmental authority and/or third party to the extent assignable (the "Licenses").

2. **Purchase Price; Earnest Money**. The purchase price for the Property (the "Purchase Price") shall be Five Hundred Ninety Thousand and No/100 Dollars (\$590,000.00). Buyer shall pay the Purchase Price as follows:

- (a) <u>Earnest Money Deposit</u>. As the earnest money deposit and in part payment of the Purchase Price, Buyer shall deposit into escrow with Closing Company of Buyer's Choosing (the "Title Company"), at the Closing Company's offices located at Trademark Title Services, 158 Water St, Suite 8, Northfield, MN 55057, the sum of six thousand and No/100 Dollars (\$6,000.00) within five (5) business days of the Effective Date of this Agreement (the "Earnest Money Deposit").
- (b) <u>Balance of Purchase Price</u>. Buyer shall pay the balance of the Purchase Price (subject to adjustments, and the prorations and obligations of each party as set forth in this Agreement), in full to Seller at the Closing. Payment shall be made in immediately available U.S. funds.

#### 3. Seller's Deliveries and Buyer's Investigation.

(a) <u>Seller's Deliveries</u>. Within ten (10) days after the Effective Date hereof, Seller shall deliver to Buyer, to the extent said documents are within Seller's custody or

control, true copies of the following records (or in the event the size or bulk of the items make it impractical to deliver, Seller shall make appropriate arrangements for Buyer to review such documents and records at a location reasonably acceptable to Buyer and Seller): (i) all building permits, surveys, site plans, architectural plans and elevations, development or marketing studies, certificates of occupancy, rental licenses, notices of completion, soil reports, engineering or laboratory or other technical reports relating to the Property or any condition on or affecting the Property; (ii) any and all environmental audits, tests or reports and other similar documents regarding the environmental condition of Property, and any other records or reports concerning the physical condition of the Property, including all Phase I, II, letters from the Minnesota Pollution Control Agency; (iii) geotechnical reports and plans; (iv) building plans; (v) 2018 budget in Excel format, or other format as Buyer may request; (vi) any leases, tenancies, or other right of occupancy, which currently affect all or any portion of the Property and a current rent roll for the Property; (vii) any notices, or other documents pertaining to any existing violation or alleged violation of any government laws, code, or regulations; (viii) real estate tax statements from 2016, 2017, and 2018 relating to the Property; (ix) any title records, including existing owner's policy, and a written summary of insurance coverage and premiums by policy type; (x) current equipment leases, management agreements, concession agreements, labor agreements, supply agreements, service contracts, vendor contracts, and other contracts entered into for or with respect to the Property and/or the ownership, operation, management, care, and maintenance of the Property; (xi) list of capital improvements completed within the thirty-six (36) months prior to the Effective Date; (xii) insurance documents, including loss run history and flood zone certificates; and (xiii) utilities documents, including list of meters on the Property with corresponding bills in the thirty-six (36) months prior to the Effective Date.

Title Insurance. Within ten (10) business days of the Effective Date, Seller, at its sole cost and expense, shall deliver to Buyer: (a) a current title insurance commitment issued by a Title Company of Buyer's choosing, including copies of all recorded exceptions to title referred to therein, and including searches covering bankruptcies, state and federal judgments and liens, real estate taxes, and levied and pending special assessments, committing to insure title to the Property in Buyer, in the amount of the Purchase Price, by issuance of an ALTA policy of title insurance; and (b) a current ALTA survey in a form acceptable to Buyer (hereafter, collectively, the "Title Commitment"). Buyer shall be responsible for any cost related to updating the survey. Buyer shall have ten (10) business days following receipt of the Title Commitment for examination of title and making of any objections; said objections shall be made in writing or are deemed to be waived. If any objection is made, Seller shall be allowed sixty (60) days to make title marketable. Pending correction of title the Closing and the payments due hereunder shall be postponed. Upon correction of title, and within ten (10) days written notice to Buyer, the Parties shall perform this Agreement according to its terms. If the title is not made marketable within sixty (60) days, this Agreement shall be null and void, at the option of the Buyer. If Buyer elects to cancel this Agreement for the reasons set forth in this section, then the Earnest Money Deposit shall be returned to Buyer.

(b)

- Inspection of Property. For ninety (90) days following the date Seller delivers to (c) Buyer all deliverables outlined in Section 3(a) (the "Due Diligence Period"), Buyer shall be permitted to investigate the Property and Improvements and all matters relevant to its acquisition, ownership, operation, value, use and enjoyment, all at its sole cost and expense. Such right of investigation shall include, without limitation, Buyer's right to have made any studies, surveys, tests or inspections of the Property that Buyer may deem necessary or appropriate. Seller shall reasonably cooperate with such investigations, inspections, or studies made by Buyer. Buyer shall provide a minimum of twenty-four (24) hour notice to Seller of intent to access the Property, and Seller shall have the right to accompany Buyer during any and all such inspections. Seller shall grant Buyer and Buyer's agents, employees, engineers, surveyors and consultants (collectively, "Buyer's Designees") reasonable access to the Property, and the right to make all engineering, soils, drainage and other studies, environmental audits and other investigations of all physical, economic and other aspects of the Property as Buyer may determine necessary or appropriate. Buyer is responsible for any damages caused by its inspection, tests, etc., and is required to return the Property and Improvements to the condition in which they existed prior to the inspections, tests, etc. During the Due Diligence Period, Buyer may terminate this Agreement for any reason and have all Earnest Money paid hereunder immediately refunded.
- No Assumption of Liabilities. Buyer shall not assume any liability or obligation (d) in connection with the Property, including, but not limited to, the following: (i) federal, state and local income, franchise, sales, payroll or other taxes for which Seller is liable, including any interest and/or penalties thereon; (ii) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in this Agreement; (iii) the obligations or liabilities of Seller under any agreements including, but not limited to, any management, maintenance or other agreement relating directly or indirectly to the Property or its operation or any and all contracts; (iv) any litigation concerning any portion of the Property or the operation of the improvements (if any) filed or arising from events occurring prior to the Closing; (v) any issues relating to employees of Seller, including, without limitation, the payment of all employment taxes, FICA and other similar items; (vi) any sales tax relating to any transaction occurring prior to the Closing; and (vii) any liability or obligation of Seller which arises from acts, omissions, or occurrences that take place prior to the Closing; and Seller covenants and agrees that all such liabilities shall be paid in full by Seller as of Closing.

4. follows: Representations and Warranties. Seller hereby warrants and represents to Buyer as

(a) To Seller's knowledge, and except as shown in the Title Commitment, there are not any special assessments or outstanding obligations (contingent or otherwise) (collectively "Assessments") with respect to the Property or any part thereof, nor are there any pending condemnation actions, nor has Seller any knowledge of any Assessments or condemnation actions being contemplated or threatened; nor has Seller received any notice of any possible Assessment; nor has any governmental agency served any notice on Seller or its agents requiring alteration or correction of any existing conditions of the Property;

- (b) To Seller's knowledge, there is no litigation pending or threatened against Seller or the Property and Seller has performed all obligations required to be performed of it in connection with the Property and Seller is not in default under any contract, agreement, lease, or other agreement relating to the Property;
- (c) This Agreement has been, and all the documents required in connection with the conveyance of the Property to be delivered by Seller to Buyer at Closing will be, duly authorized, executed, and delivered by Seller and are or will be legal, valid, and binding obligations of Seller and the conveyance of the Property will not violate any applicable statutes, ordinances, restrictions and/or agreements;
- (d) Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and that Seller will furnish to Buyer, at or prior to Closing, an affidavit in form satisfactory to Buyer confirming the same;
- (e) There are no (nor will there be at Closing) any outstanding leases, agreements, or contracts, which are not fully and completely cancelable by Seller, except the existing lease for a part of the Exhibit A property between Seller and Buyer;
- (f) The Improvements located on the Property conform with all applicable zoning laws and building codes and ordinances and are entirely within the boundary lines of the Property and Seller has no knowledge of any encroachment or projections by any structure upon the Property;
- (g) To Seller's knowledge, the Property has not been used for any disposal, storage, treatment, processing or other handling of, and there is otherwise no presence on the Property of, any Hazardous Materials in violation of Environmental Laws (hereinafter defined). As used herein, the term "Hazardous Material" shall mean any hazardous or toxic waste, substance or material in any composition or quantity (i) which violates any standards, guidelines, limitations or requirements arising under any federal, state or local law pertaining to environmental Laws"), or (ii) which is customarily remediated, or recommended to be remediated, under prevailing standards in the environmental engineering industry;
- (h) To Seller's knowledge there are no easements or rights-of-way affecting any or all of the Property, except as shown on the Title Commitment and/or the Survey;
- (i) To Seller's knowledge, all installation and connection fees and charges for all utilities servicing the Property, including, without limitation, electricity, gas, water, sewer, and telephone have been paid in full;
- (j) Seller has no knowledge of any fact, condition, or action, presently contemplated, or threatened, which would or may result in the termination or impairment of access to and from the Property as such access presently exists, and to Seller's knowledge, Seller is not in violation of any easements, rights-of-way, conditions, covenants and restrictions, licenses or other agreements burdening the Property;

- (k) As of Closing, no persons or entities other than Buyer shall have any right to possession or use of the Property by, through or under Seller for any reason whatsoever, except for those rights of tenants conferred pursuant to the Assumed Leases;
- Other than those agreements disclosed to Buyer in writing pursuant to Section 3(a), Seller has no knowledge of any service or other contracts, agreements or equipment leases relating to the operation, maintenance, service, repair or management of the Property;
- (m) There are no underground storage tanks, wells, or septic systems on the Property;
- (n) To Seller's knowledge, at the Effective Date hereof and as of the Closing Date, all wiring, plumbing, and other mechanical equipment and systems used in connection with or located on the Property is in proper working order and condition.
- (o) To Seller's knowledge, at the Effective Date hereof and as of the Closing Date, all Personal Property is in proper, working order and condition.
- (p) To Seller's knowledge, the Property has not been used for the production or storage of methamphetamine.

Each of the representations, covenants and warranties contained in this Agreement are acknowledged by Seller to be material and to be relied upon by Buyer in proceeding with the transaction contemplated herein, shall be deemed to have been remade by Seller as of the Closing Date. The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing, and as such, shall survive the closing of this transaction. No representation or warranty made herein by Seller, nor any statement, information or document given or to be given by Seller to Buyer contains any untrue statement of material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

- 5. **Covenants of Seller**. Seller hereby covenants to Buyer as follows:
  - (a) <u>Operation of the Property</u>. Until Closing or the earlier termination of this Agreement, Seller shall:
    - (i) Not do anything, nor permit or suffer anything to be done, which would impair or modify the status of title as shown on the Title Commitment;
    - (ii) Operate and maintain the Property in substantially the same manner as it was being operated and maintained prior to this Agreement;
    - (iii) Maintain all licenses, rental agreements, leases and the Assumed Leases in full force and effect and perform in a timely manner all of Seller's obligations under the rental agreements, licenses, leases, Assumed Leases and all other material obligations relating to the ownership, use and operation of the Property; without limitation on the generality of the foregoing, Seller shall promptly pay or provide for the payment of all utilities, charges, trade payables, and other operating expenses in the
ordinary course of the operation of the Improvements and/or the Property, as the same become due and owing; and

- (iv) Not enter into or modify any new or existing lease, agreements, contracts, rental agreements which are not cancelable by Seller prior to Closing, or following Closing, will be binding upon Buyer or the Property without, in each instance, obtaining the prior written approval of Buyer, which approval may be withheld in Buyer's sole discretion;
- (b) <u>Termination of Agreements</u>. As of or prior to Closing, Seller shall terminate all service contracts, agreements, and/or contracts relating to the Property (except for the Assumed Leases), and Seller shall bear all termination fees or charges or other remaining obligations or liabilities attributable to these terminated agreements. Buyer may waive Seller's Termination of Agreements covenant upon written notice of the specific service contract, agreement, and/or contract which it does not want terminated.
- (c) <u>Cooperation</u>. Seller agrees to reasonably cooperate with Buyer after the Closing to provide for the orderly transition of ownership of the Improvements and Personal Property, including, without limitation, the communication with vendors and suppliers, employees, governmental authorities and other parties.

#### 6. Buyer's Representations, Warranties and Covenants.

- (a) Buyer is a public school corporation, operating under the laws of the State of Minnesota, duly organized and in good standing under the laws of the State of Minnesota and has full right, power, and authority to enter into this transaction.
- (b) The persons signing this Agreement on behalf of Buyer have been duly authorized to sign this Agreement and to bind the Buyer.
- (c) The signing of this Agreement, and the performance of the obligations and duties imposed upon Buyer by this Agreement, will not violate or cause a breach in any other agreement, arrangement, order or ordinance to which Buyer is a party or to which it is subject.

7. **Contingencies and Conditions to Closing.** During the Due Diligence Period, Buyer shall have the right to do the following, at its sole discretion, and to determine that the Property is satisfactory for its purposes:

- (a) <u>Site Approval</u>. Inspect the Property and determine that it is satisfactory for its intended use.
- (b) <u>Environmental</u>. Perform such environmental tests and inspections it deems fit. Buyer may, at its sole discretion, obtain environmental reports so that Buyer may assess the environmental condition of the Property. Buyer shall pay all costs and expenses relating to the testing of the Property and shall indemnify and hold Seller harmless from such expenses. Buyer shall obtain Seller's prior written permission to conduct any invasive tests on the Property, and Seller shall not unreasonably withhold said permission. Buyer is responsible for any damages

caused by its inspection, tests, etc., and is required to return the Property to the condition in which it existed prior to the inspections, tests, etc.

- (c) <u>Regulatory and Land Use Approvals</u>. Determine that zoning and other governmental requirements are sufficient to allow Buyer to conduct its intended business in the Property and, as necessary, obtain all licenses, permits, and other authorizations needed to operate the charter school on the property intended by Buyer.
- (d) <u>Plans and Drawings</u>. Review all constructions plans, including architectural, mechanical, and electrical plans.
- (e) <u>Records</u>. Review the other records provided by Seller pursuant to section 3(a) of this Purchase Agreement.
- (f) <u>Extension of Due Diligence Period</u>. Buyer shall be entitled to a one-time reasonable extension of the Due Diligence period to meet the contingencies outlined above in this Section 7. Prior to the expiration of the Due Diligence Period, Buyer shall provide Seller with written notice of: (1) its election to extend the Due Diligence Period and (2) the amount of time it needs to meet the contingencies in Section 7.

#### 8. Closing Date and Closing Documents.

- (a) <u>Closing Date</u>. The closing (the "Closing") shall take place at Title Company of Buyer's Choosing within thirty (30) days of the end of the Due Diligence Period ("Closing Date"). Seller shall deliver possession of the Property on the Closing Date.
- (b) <u>Estoppel Certificates</u>. Prior to the conclusion of the contingency period listed in Section 7 of this Agreement, Seller shall promptly deliver, in a form reasonably satisfactory to Buyer, estoppel certificates addressing the status of each lease and rental agreement, if any, which are made by the corresponding tenant, contractor, or owner, as the case may be.
- (c) <u>Closing Documents</u>. Seller shall deliver or cause to be delivered to Buyer at the Closing all documents necessary or desirable to complete the transaction contemplated hereby, including but not limited to, the following:
  - (i) <u>Warranty Deed</u>. A general warranty deed conveying marketable title to Buyer subject to the following exceptions: (a) building and zoning laws, ordinances and state and federal regulations; (b) utility and drainage easements which do not interfere with the Improvements; and (c) reservation of any mineral or mineral rights to the State of Minnesota.
  - (ii) <u>Bill of Sale</u>. A bill of sale conveying to Buyer all of Seller's right, title and interest in and to the Personal Property, free of any and all liens, encumbrances, restrictions or other matters affecting title thereto; and

(iii) <u>Assignment and Assumption Agreement</u>. An assignment and assumption agreement conveying to Buyer all of Seller's rights, title, and interest in and to any Assumed Leases.

9. Adjustments and Prorations. The following adjustments and prorations shall be made as of the Closing Date.

- (a) <u>Taxes</u>. Real Property taxes payable in the year of Closing shall be prorated to the Closing Date, with Seller responsible for the prorated costs prior to and including the Closing Date. Seller shall be responsible for special assessments levied or pending as of the Closing Date.
- (b) <u>Utilities and Rents</u>. Subject to the terms of the outstanding lease between Seller and Buyer for a part of the Property, utilities and rents in connection with the Property shall be prorated to the Closing Date.
- (c) <u>Closing Costs</u>. Seller shall pay the cost of recording any instruments required to discharge any liens or encumbrances against the Property, any real estate transfer or deed tax or fee applicable to the transaction contemplated herein and Seller's customary closing costs. Buyer shall pay for all premiums for Title Insurance, the fee for recording the Deed, any mortgage registration tax, and Buyer's customary closing costs. Each party shall pay for its own legal, accounting, or other advisors' costs. Buyer and Seller shall split escrow fees evenly.
- (d) <u>Tenant Deposits</u>. Seller shall at Closing immediately transfer to Buyer any and all deposits made by or on behalf of any tenants relating, directly or indirectly, to the Assumed Leases.
- (e) <u>Operating Expenses</u>. All current operating expenses for the Real Property shall be prorated to the Closing Date.

10. **Casualty Damage**. In the event that the Property or any portion thereof shall be damaged by any casualty occurring prior to Closing, this Agreement shall be null and void, at Buyer's option, and all Earnest Money paid hereunder shall be immediately refunded to Buyer. Seller shall promptly give Buyer written notice of any such casualty occurrence. If Buyer elects to consummate the transaction, Buyer shall be entitled to any and all insurance proceeds payable to Seller as a result of such casualty, regardless of whether such proceeds are payable prior to, on or after the Closing Date. In the event Buyer elects to consummate this transaction, Seller agrees that it will not make any adjustment or settlement of any insurance proceeds without Buyer's prior written consent, which may be withheld in Buyer's discretion.

11. **Condemnation**. If prior to Closing there arises any actual or threatened condemnation or exercise of eminent domain for the taking of all or any part of the Property, or any actual or threatened proceeding for the closure or impairment of access to the Property, Seller shall promptly notify Buyer upon becoming aware of the same. Buyer at its election may then terminate this Agreement and the Earnest Money paid hereunder shall be immediately refunded to Buyer. If Buyer shall not elect to so terminate this Agreement, this Agreement shall remain in full force and effect in accordance with its other provisions and if the sale and purchase contemplated hereunder closes, Buyer shall be entitled to any and all condemnation awards or similar compensation payable to Seller as a result of such condemnation, regardless of whether such awards or compensation are payable prior to, on or after the Closing Date.

12. **Environmental**. In the event that Seller discloses actual or threatened contamination of the Property to Buyer or if Buyer's environmental testing discloses actual or threatened contamination, then Buyer, at its election, may either terminate this Agreement during the Due Diligence Period and receive a full refund of all Earnest Money paid or proceed with the transaction contemplated hereby.

13. **Broker and Commissions**. Each party agrees to defend, indemnify, hold the other harmless of and from any and all claims, loss, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the indemnified party arising out of, or resulting from, any claim by any broker or finder to the extent based upon any statement, representation or agreement made by the indemnifying party. The provisions of this Section 13 shall survive Closing.

#### 14. Default.

- (a) <u>Buyer Default</u>. **IF BUYER FAILS TO CLOSE THE PURCHASE OF THE PROPERTY FOR ANY REASON OTHER THAN SELLER'S DEFAULT OR PURSUANT TO A REASON LISTED THIS AGREEMENT, THEN SELLER MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AND RETAIN THE EARNEST MONEY AS LIQUIDATED DAMAGES, PROCEED AGAINST BUYER FOR A MONEY JUDGMENT OR SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT.**
- (b) <u>Seller Default</u>. **IF SELLER FAILS TO CLOSE THE SALE OF THE PROPERTY FOR ANY REASON OTHER THAN BUYER'S DEFAULT**, **THEN BUYER MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AND HAVE THE EARNEST MONEY RETURNED, SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT OR PROCEED AGAINST SELLER FOR A MONEY JUDGMENT**.
- 15 **General Provisions**. The parties further agree as follows:

(a). Time. Time is of the essence for this Agreement.

- (b) <u>Attorneys' Fees</u>. In the event either Buyer or Seller commences any legal proceeding to enforce this Agreement or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such proceeding. The provisions of this Section 15(b) shall survive the cure of any judgment, and shall not merge, or be deemed to have merged, into any judgment.
- (c) <u>Entire Agreement</u>. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth herein.

- (d) <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with laws of the State of Minnesota.
- (e) <u>Survival</u>. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged through the Closing, shall not be deemed merged into any instrument delivered at that Closing and shall remain fully enforceable thereafter and shall survive Closing to the extent and subject to the limitations otherwise provided in this Agreement.
- (f) <u>Notices</u>. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, in person, by mail with postage prepaid or by overnight courier service, at the following addresses:

IF TO SELLER:

Gleason Real Estate Holdings 2701 E. Mesquite Avenue # 61 Palm Springs, CA 92264

#### IF TO BUYER:

Northfield Public Schools Attn: Director of Finance 1400 Division St. S. Northfield, MN 55057

- (g) <u>Headings</u>. The headings, which appear in some of the Sections of this Agreement, are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.
- (h) <u>Assignment</u>. Neither this Agreement nor any of the rights or obligations of Seller or Buyer hereunder shall be transferred or assigned by Seller or Buyer without the prior written consent of the non-assigning party, except that Buyer may assign its rights under this Agreement to any related third party or entity prior to Closing provided that such assignment shall not relieve Buyer of its obligations and duties hereunder.
- (i) <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
- (j) <u>Waivers</u>. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or action shall be deemed an extension of the time for performance of any other obligation or act.
- (k) <u>Dates</u>. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run shall not be counted or included in such period. The last day of the period is counted and included in such period, unless it is a Saturday, Sunday or legal holiday, in which case the

period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

(1) <u>Severability</u>. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER: GLEASON REAL ESTATE HOLDINGS, LLLP

By:\_\_\_\_ Its:

**BUYER:** INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD

By: \_\_\_\_\_ Its:

#### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") entered into this \_\_\_\_\_\_day of April, 2019, which is the date this Agreement is fully executed by both Seller and Buyer ("Effective Date"), between Gleason Real Estate Holdings, LLLP ("Seller"), and Independent School District No. 659, Northfield ("Buyer").

1. **Property Subject to Sale**. Subject to the terms and conditions hereinafter set forth and for the consideration stated herein, Seller agrees to sell, assign and convey, and Buyer agrees to purchase and accept from Seller, all of Seller's right, title and interest in and to the following described property (collectively, the "Property"):

- (a) The vacant parcel of land located generally at 720 Gleason Road, Northfield, Minnesota 55057, containing approximately 3.49 acres, together with all hereditaments and easements appurtenant thereto, legally described in the attached Exhibit A.
- (b) All improvements and fixtures, if any exist, in, upon and under the Property;
- (c) All Seller's right, title and interest in and to all assignable licenses, permits, certificates, approvals, authorizations and variances issued for or with respect to the Property by any governmental authority and/or third party to the extent assignable (the "Licenses").

2. **Purchase Price; Earnest Money.** The purchase price for the Property (the "Purchase Price") shall be One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00). Buyer shall pay the Purchase Price as follows:

- (a) <u>Earnest Money Deposit</u>. As the earnest money deposit and in part payment of the Purchase Price, Buyer shall deposit into escrow with Closing Company of Buyer's Choosing (the "Title Company"), at the Closing Company's offices located at Trademark Title Services, 158 Water St, Suite 8, Northfield, MN 55057, the sum of two thousand and No/100 Dollars (\$2,000.00) within five (5) business days of the Effective Date of this Agreement (the "Earnest Money Deposit").
- (b) <u>Balance of Purchase Price</u>. Buyer shall pay the balance of the Purchase Price (subject to adjustments, and the prorations and obligations of each party as set forth in this Agreement), in full to Seller at the Closing. Payment shall be made in immediately available U.S. funds.

#### 3. Seller's Deliveries and Buyer's Investigation.

(a) <u>Seller's Deliveries</u>. Within ten (10) days after the Effective Date hereof, Seller shall deliver to Buyer, to the extent said documents are within Seller's custody or control, true copies of the following records (or in the event the size or bulk of the items make it impractical to deliver, Seller shall make appropriate arrangements for Buyer to review such documents and records at a location reasonably acceptable to Buyer and Seller): (i) all permits, surveys, site plans, soil reports, engineering or laboratory or other technical reports relating to the Property or any condition on or affecting the Property; (ii) any and all

environmental audits, tests or reports and other similar documents regarding the environmental condition of Property, and any other records or reports concerning the physical condition of the Property, including all Phase I, II, letters from the Minnesota Pollution Control Agency; (iii) geotechnical reports and plans; (iv) any notices, or other documents pertaining to any existing violation or alleged violation of any government laws, code, or regulations; (v) real estate tax statements from 2016, 2017, and 2018 relating to the Property; (vi) any title records, including existing owner's policy, and a written summary of insurance coverage and premiums by policy type; and (vii) insurance documents, including loss history and flood zone certificates;

- Title Insurance. Within ten (10) business days of the Effective Date, Seller, at its (b) sole cost and expense, shall deliver to Buyer: (a) a current title insurance commitment issued by a Title Company of Buyer's choosing, including copies of all recorded exceptions to title referred to therein, and including searches covering bankruptcies, state and federal judgments and liens, real estate taxes, and levied and pending special assessments, committing to insure title to the Property in Buyer, in the amount of the Purchase Price, by issuance of an ALTA policy of title insurance; and (b) a current ALTA survey in a form acceptable to Buyer (hereafter, collectively, the "Title Commitment"). Buyer shall be responsible for any cost related to updating the survey. Buyer shall have ten (10) business days following receipt of the Title Commitment for examination of title and making of any objections; said objections shall be made in writing or are deemed to be waived. If any objection is made, Seller shall be allowed sixty (60) days to make title marketable. Pending correction of title the Closing and the payments due hereunder shall be postponed. Upon correction of title, and within ten (10) days written notice to Buyer, the Parties shall perform this Agreement according to its terms. If the title is not made marketable within sixty (60) days, this Agreement shall be null and void, at the option of the Buyer. If Buyer elects to cancel this Agreement for the reasons set forth in this section, then the Earnest Money Deposit shall be returned to Buyer.
- Inspection of Property. For ninety (90) days following the date Seller delivers to (c) Buyer all deliverables outlined in Section 3(a) (the "Due Diligence Period"), Buyer shall be permitted to investigate the Property and Improvements and all matters relevant to its acquisition, ownership, operation, value, use and enjoyment, all at its sole cost and expense. Such right of investigation shall include, without limitation, Buyer's right to have made any studies, surveys, tests or inspections of the Property that Buyer may deem necessary or appropriate. Seller shall reasonably cooperate with such investigations, inspections, or studies made by Buyer. Buyer shall provide a minimum of twenty-four (24) hour notice to Seller of intent to access the Property, and Seller shall have the right to accompany Buyer during any and all such inspections. Seller shall grant Buyer and Buyer's agents, employees, engineers, surveyors and consultants (collectively, "Buyer's Designees") reasonable access to the Property, and the right to make all engineering, soils, drainage and other studies, environmental audits and other investigations of all physical, economic and other aspects of the Property as Buyer may determine necessary or appropriate. Buyer is responsible for any damages caused by its inspection, tests, etc., and is required to return the Property and Improvements to the condition in which they existed prior to the inspections, tests, etc. During the Due Diligence Period, Buyer may terminate

this Agreement for any reason and have all Earnest Money paid hereunder immediately refunded.

- No Assumption of Liabilities. Buyer shall not assume any liability or obligation (d) in connection with the Property, including, but not limited to, the following: (i) federal, state and local income, franchise, sales, payroll or other taxes for which Seller is liable, including any interest and/or penalties thereon; (ii) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in this Agreement; (iii) the obligations or liabilities of Seller under any agreements including, but not limited to, any management, maintenance or other agreement relating directly or indirectly to the Property or its operation or any and all contracts; (iv) any litigation concerning any portion of the Property or the operation of the improvements (if any) filed or arising from events occurring prior to the Closing; (v) any issues relating to employees of Seller, including, without limitation, the payment of all employment taxes. FICA and other similar items; (vi) any sales tax relating to any transaction occurring prior to the Closing; and (vii) any liability or obligation of Seller which arises from acts, omissions, or occurrences that take place prior to the Closing: and Seller covenants and agrees that all such liabilities shall be paid in full by Seller as of Closing.
- 4. **Representations and Warranties**. Seller hereby warrants and represents to Buyer as
  - (a) To Seller's knowledge, and except as shown in the Title Commitment, there are not any special assessments or outstanding obligations (contingent or otherwise) (collectively "Assessments") with respect to the Property or any part thereof, nor are there any pending condemnation actions, nor has Seller any knowledge of any Assessments or condemnation actions being contemplated or threatened; nor has Seller received any notice of any possible Assessment; nor has any governmental agency served any notice on Seller or its agents requiring alteration or correction of any existing conditions of the Property;
  - (b) To Seller's knowledge, there is no litigation pending or threatened against Seller or the Property and Seller has performed all obligations required to be performed of it in connection with the Property and Seller is not in default under any contract, agreement, lease, or other agreement relating to the Property;
  - (c) This Agreement has been, and all the documents required in connection with the conveyance of the Property to be delivered by Seller to Buyer at Closing will be, duly authorized, executed, and delivered by Seller and are or will be legal, valid, and binding obligations of Seller and the conveyance of the Property will not violate any applicable statutes, ordinances, restrictions and/or agreements;
  - (d) Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and that Seller will furnish to Buyer, at or prior to Closing, an affidavit in form satisfactory to Buyer confirming the same;

- (e) There are no (nor will there be at Closing) any outstanding leases, agreements, or contracts for any part of the Exhibit A property between Seller and any third party;
- (f) Seller has no knowledge of any encroachments or projections by any structure upon the Property;
- (g) To Seller's knowledge, the Property has not been used for any disposal, storage, treatment, processing or other handling of, and there is otherwise no presence on the Property of, any Hazardous Materials in violation of Environmental Laws (hereinafter defined). As used herein, the term "Hazardous Material" shall mean any hazardous or toxic waste, substance or material in any composition or quantity (i) which violates any standards, guidelines, limitations or requirements arising under any federal, state or local law pertaining to environmental protection or established by any governmental authority ("Environmental Laws"), or (ii) which is customarily remediated, or recommended to be remediated, under prevailing standards in the environmental engineering industry;
- (h) To Seller's knowledge there are no easements or rights-of-way affecting any or all of the Property, except as shown on the Title Commitment and/or the Survey;
- (i) To Seller's knowledge, all installation and connection fees and charges for all utilities servicing the Property, including, without limitation, electricity, gas, water, sewer, and telephone have been paid in full;
- (j) Seller has no knowledge of any fact, condition, or action, presently contemplated, or threatened, which would or may result in the termination or impairment of access to and from the Property as such access presently exists, and to Seller's knowledge, Seller is not in violation of any easements, rights-of-way, conditions, covenants and restrictions, licenses or other agreements burdening the Property;
- (k) As of Closing, no persons or entities other than Buyer shall have any right to possession or use of the Property by, through or under Seller for any reason whatsoever, except for those rights of tenants conferred pursuant to the Assumed Leases;
- (1) Seller has no knowledge of any service or other contracts, or agreements relating to the operation, maintenance, or management of the Property;
- (m) There are no underground storage tanks, wells, or septic systems on the Property;
- (p) To Seller's knowledge, the Property has not been used for the production or storage of methamphetamine.

Each of the representations, covenants and warranties contained in this Agreement are acknowledged by Seller to be material and to be relied upon by Buyer in proceeding with the transaction contemplated herein, shall be deemed to have been remade by Seller as of the Closing Date. The express representations and warranties made in this Agreement shall not merge into any instrument or conveyance delivered at the Closing, and as such, shall survive the closing of this transaction. No representation or warranty made herein by Seller, nor any statement, information or document given or to be given by Seller to Buyer contains any untrue statement of material fact or omits to state a material fact necessary to make the statements contained herein not misleading.

- 5. **Covenants of Seller**. Seller hereby covenants to Buyer as follows:
  - (a) <u>Operation of the Property</u>. Until Closing or the earlier termination of this Agreement, Seller shall:
    - (i) Not do anything, nor permit or suffer anything to be done, which would impair or modify the status of title as shown on the Title Commitment;
    - (ii) Operate and maintain the Property in substantially the same manner and repair as it was being operated and maintained prior to this Agreement; and
    - (iii) Not enter into or modify any new or existing lease, agreements, contracts, rental agreements which are not cancelable by Seller prior to Closing, or following Closing, will be binding upon Buyer or the Property without, in each instance, obtaining the prior written approval of Buyer, which approval may be withheld in Buyer's sole discretion;
  - (b) <u>Termination of Agreements</u>. As of or prior to Closing, Seller shall terminate all service contracts, agreements, and/or contracts relating to the Property (except for the Assumed Leases), and Seller shall bear all termination fees or charges or other remaining obligations or liabilities attributable to these terminated agreements. Buyer may waive Seller's Termination of Agreements covenant upon written notice of the specific service contract, agreement, and/or contract which it does not want terminated.
  - (c) <u>Cooperation</u>. Seller agrees to reasonably cooperate with Buyer after the Closing to provide for the orderly transition of ownership of the Improvements and Personal Property, including, without limitation, the communication with vendors and suppliers, employees, governmental authorities and other parties.

## 6. Buyer's Representations, Warranties and Covenants.

- (a) Buyer is a public school corporation, operating under the laws of the State of Minnesota, duly organized and in good standing under the laws of the State of Minnesota and has full right, power, and authority to enter into this transaction.
- (b) The persons signing this Agreement on behalf of Buyer have been duly authorized to sign this Agreement and to bind the Buyer.
- (c) The signing of this Agreement, and the performance of the obligations and duties imposed upon Buyer by this Agreement, will not violate or cause a breach in any other agreement, arrangement, order or ordinance to which Buyer is a party or to which it is subject.

7. **Contingencies and Conditions to Closing.** During the Due Diligence Period, Buyer shall have the right to do the following, at its sole discretion, and to determine that the Property is satisfactory for its purposes:

- (a) <u>Site Approval</u>. Inspect the Property and determine that it is satisfactory for its intended use.
- (b) <u>Environmental</u>. Perform such environmental tests and inspections it deems fit. Buyer may, at its sole discretion, obtain environmental reports so that Buyer may assess the environmental condition of the Property. Buyer shall pay all costs and expenses relating to the testing of the Property and shall indemnify and hold Seller harmless from such expenses. Buyer shall obtain Seller's prior written permission to conduct any invasive tests on the Property, and Seller shall not unreasonably withhold said permission. Buyer is responsible for any damages caused by its inspection, tests, etc., and is required to return the Property to the condition in which it existed prior to the inspections, tests, etc.
- (c) <u>Regulatory and Land Use Approvals</u>. Determine that zoning and other governmental requirements are sufficient to allow Buyer to conduct its intended business in the Property and, as necessary, obtain all licenses, permits, and other authorizations needed to operate the charter school on the property intended by Buyer.
- (d) <u>Plans and Drawings</u>. Review all constructions plans, including architectural, mechanical, and electrical plans.
- (e) <u>Records</u>. Review the other records provided by Seller pursuant to section 3(a) of this Purchase Agreement.
- (f) <u>Extension of Due Diligence Period</u>. Buyer shall be entitled to a one-time reasonable extension of the Due Diligence period to meet the contingencies outlined above in this Section 7. Prior to the expiration of the Due Diligence Period, Buyer shall provide Seller with written notice of: (1) its election to extend the Due Diligence Period and (2) the amount of time it needs to meet the contingencies in Section 7.

8. Closing Date and Closing Documents.

- (a) <u>Closing Date</u>. The closing (the "Closing") shall take place at Title Company of Buyer's Choosing within thirty (30) days of the end of the Due Diligence Period ("Closing Date"). Seller shall deliver possession of the Property on the Closing Date.
- (b) <u>Estoppel Certificates</u>. Prior to the conclusion of the contingency period listed in Section 7 of this Agreement, Seller shall promptly deliver, in a form reasonably satisfactory to Buyer, estoppel certificates addressing the status of each lease and rental agreement, if any, which are made by the corresponding tenant, contractor, or owner, as the case may be.
- (c) <u>Closing Documents</u>. Seller shall deliver or cause to be delivered to Buyer at the Closing all documents necessary or desirable to complete the transaction contemplated hereby, including but not limited to, the following:
  - (i) <u>Warranty Deed</u>. A general warranty deed conveying marketable title to Buyer subject to the following exceptions: (a) building and zoning laws, ordinances and state and federal regulations; (b) utility and drainage easements which do not interfere with the Improvements; and (c) reservation of any mineral or mineral rights to the State of Minnesota; and
  - (ii) <u>Bill of Sale</u>. To the extent the sale will involve any personal property, a bill of sale conveying to Buyer all of Seller's right, title and interest in and to the Personal Property, free of any and all liens, encumbrances, restrictions or other matters affecting title thereto.

9. Adjustments and Prorations. The following adjustments and prorations shall be made as of the Closing Date.

- (a) <u>Taxes</u>. Real Property taxes payable in the year of Closing shall be prorated to the Closing Date, with Seller responsible for the prorated costs prior to and including the Closing Date. Seller shall be responsible for special assessments levied or pending as of the Closing Date.
- (c) <u>Closing Costs</u>. Seller shall pay the cost of recording any instruments required to discharge any liens or encumbrances against the Property, any real estate transfer or deed tax or fee applicable to the transaction contemplated herein and Seller's customary closing costs. Buyer shall pay for all premiums for Title Insurance, the fee for recording the Deed, any mortgage registration tax, and Buyer's customary closing costs. Each party shall pay for its own legal, accounting, or other advisors' costs. Buyer and Seller shall split escrow fees evenly.
- (d) <u>Tenant Deposits</u>. Seller shall at Closing immediately transfer to Buyer any and all deposits made by or on behalf of any tenants relating, directly or indirectly, to the Assumed Leases.

(e) <u>Operating Expenses</u>. All current operating expenses for the Real Property shall be prorated to the Closing Date.

10. **Casualty Damage**. In the event that the Property or any portion thereof shall be damaged by any casualty occurring prior to Closing, this Agreement shall be null and void, at Buyer's option, and all Earnest Money paid hereunder shall be immediately refunded to Buyer. Seller shall promptly give Buyer written notice of any such casualty occurrence. If Buyer elects to consummate the transaction, Buyer shall be entitled to any and all insurance proceeds payable to Seller as a result of such casualty, regardless of whether such proceeds are payable prior to, on or after the Closing Date. In the event Buyer elects to consummate this transaction, Seller agrees that it will not make any adjustment or settlement of any insurance proceeds without Buyer's prior written consent, which may be withheld in Buyer's discretion.

11. **Condemnation**. If prior to Closing there arises any actual or threatened condemnation or exercise of eminent domain for the taking of all or any part of the Property, or any actual or threatened proceeding for the closure or impairment of access to the Property, Seller shall promptly notify Buyer upon becoming aware of the same. Buyer at its election may then terminate this Agreement and the Earnest Money paid hereunder shall be immediately refunded to Buyer. If Buyer shall not elect to so terminate this Agreement, this Agreement shall remain in full force and effect in accordance with its other provisions and if the sale and purchase contemplated hereunder closes, Buyer shall be entitled to any and all condemnation awards or similar compensation payable to Seller as a result of such condemnation, regardless of whether such awards or compensation are payable prior to, on or after the Closing Date.

12. **Environmental**. In the event that Seller discloses actual or threatened contamination of the Property to Buyer or if Buyer's environmental testing discloses actual or threatened contamination, then Buyer, at its election, may either terminate this Agreement during the Due Diligence Period and receive a full refund of all Earnest Money paid or proceed with the transaction contemplated hereby.

13. **Broker and Commissions**. Each party agrees to defend, indemnify, hold the other harmless of and from any and all claims, loss, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the indemnified party arising out of, or resulting from, any claim by any broker or finder to the extent based upon any statement, representation or agreement made by the indemnifying party. The provisions of this Section 13 shall survive Closing.

#### 14. Default.

- (a) <u>Buyer Default</u>. IF BUYER FAILS TO CLOSE THE PURCHASE OF THE PROPERTY FOR ANY REASON OTHER THAN SELLER'S DEFAULT OR PURSUANT TO A REASON LISTED THIS AGREEMENT, THEN SELLER MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AND RETAIN THE EARNEST MONEY AS LIQUIDATED DAMAGES, PROCEED AGAINST BUYER FOR A MONEY JUDGMENT OR SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT.
- (b) <u>Seller Default</u>. IF SELLER FAILS TO CLOSE THE SALE OF THE PROPERTY FOR ANY REASON OTHER THAN BUYER'S DEFAULT, THEN BUYER MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AND HAVE THE EARNEST MONEY RETURNED, SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT OR PROCEED AGAINST SELLER FOR A MONEY JUDGMENT.

#### 15 **General Provisions**. The parties further agree as follows:

- (a). Time. Time is of the essence for this Agreement.
- (b) <u>Attorneys' Fees</u>. In the event either Buyer or Seller commences any legal proceeding to enforce this Agreement or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such proceeding. The provisions of this Section 15(b) shall survive the cure of any judgment, and shall not merge, or be deemed to have merged, into any judgment.
- (c) <u>Entire Agreement</u>. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth herein.
- (d) <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with laws of the State of Minnesota.
- (e) <u>Survival</u>. All of the parties' representations, warranties, covenants and agreements hereunder, to the extent not fully performed or discharged through the Closing, shall not be deemed merged into any instrument delivered at that Closing and shall remain fully enforceable thereafter and shall survive Closing to the extent and subject to the limitations otherwise provided in this Agreement.
- (f) <u>Notices</u>. All notices, demands or other communications required or permitted to be given hereunder shall be in writing, in person, by mail with postage prepaid or by overnight courier service, at the following addresses:

IF TO SELLER:

Gleason Real Estate Holdings 2701 E. Mesquite Avenue # 61 Palm Springs, CA 92264

#### IF TO BUYER:

Northfield Public Schools Attn: Director of Finance 1400 Division St. S. Northfield, MN 55057

- (g) <u>Headings</u>. The headings, which appear in some of the Sections of this Agreement, are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.
- (h) <u>Assignment</u>. Neither this Agreement nor any of the rights or obligations of Seller or Buyer hereunder shall be transferred or assigned by Seller or Buyer without the prior written consent of the non-assigning party, except that Buyer may

assign its rights under this Agreement to any related third party or entity prior to Closing provided that such assignment shall not relieve Buyer of its obligations and duties hereunder.

- (i) <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
- (j) <u>Waivers</u>. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or action shall be deemed an extension of the time for performance of any other obligation or act.
- (k) <u>Dates</u>. In computing any period of time under this Agreement, the day of the act or event from which the specified period begins to run shall not be counted or included in such period. The last day of the period is counted and included in such period, unless it is a Saturday, Sunday or legal holiday, in which case the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.
- (1) <u>Severability</u>. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

**SELLER:** GLEASON REAL ESTATE HOLDINGS, LLLP

By:\_\_\_\_\_ Its:

**BUYER:** INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD

# NORTHFIELD PUBLIC SCHOOLS School Board Minutes

March 11, 2019

Northfield High School Media Center

### I. Call to Order

Board Chair Julie Pritchard called the Regular meeting of the Northfield Board of Education of Independent School District 659 to order at 7:00 p.m. Present: Goerwitz, Hardy, Stratmoen, Quinnell, Baraniak, Iverson, and Pritchard.

II. Agenda Changes / Table File

Table File items were added, including the appointment of Dr. Laura Kay Allen, Interim High School Principal for Fall 2019, to replace Mr. Joel Leer who will be on an unpaid leave of absence.

# III. Public Comment

There was no public comment.

## IV. Announcements and Recognitions

- Two PLC groups working across the District on Augmentative and Alternative Communication(AAC) to provide better access to their education and learning environment have been accepted to present at the Charting the C's conference in Alexandria MN in April. Ann Ackerman, Christine Howard, Melanie Klein, and Lori Warner are presenting on Bridging the Gap with AAC Communication from school to home. Pam Moening and Sara Webster will be presenting on AT & Early Childhood, increase access for all.
- Congratulations to Senior Connor (John) Wesling for getting first place in the state of Minnesota in Best Prep's Stock Market Game Essay Contest.
- The Wrestling team placed 5th at State. Individual recognition goes to Trayton Anderson State Champ 132 pounds, and Drew Woodley, Chase Murphy, and Jake Messner.
- The Boys Swim/Dive team was Runner Up at State. Individual recognition goes to Andrew Becker, Joshua Beumer, Dillon Smisek, Erik Larson, Jack Meehan, Marcus Hauck, Ethan Schaffer, and Oscar Hanifl.
- At the MNSOTA Orchestra Festival on March 6, the 7th and 8th Grade Orchestras received a superior with distinction rating from judges, giving them an invitation to participate in Tier II of this festival on April 15 at Orchestra Hall in Minneapolis.
- Congratulations to Arcadia Charter School student Bella Callery who won the Minnesota State Poetry Out Loud Championship. Bella will be competing at Nationals in Washington, D.C.
- We are halfway through Rock 'n' Roll Revival's performance schedule and all shows are sold out. This is a great community event.
- Welcome to the students attending tonight's meeting who are enrolled in Sarah Swan McDonald's Global Studies class.
- The Girls Basketball team played with distinction and we acknowledge their effort and season. This was the third consecutive section final for this team.
- V. Items for Discussion and Reports
  - A. Building Projects Progress Update by Wold Architects

Sal Bagley, an architect with Wold Architects and Engineers, and Josh Cooper of Knutson Construction highlighted the activities of the Greenvale Park and Bridgewater core planning teams. This included updates on the planning and design processes, the schematic design submittals for both the new Greenvale Park Elementary and Bridgewater Elementary, as well as the design criteria and parameters of each building. Ms. Bagley reviewed next steps which include continued user group meetings with the Bridgewater team and scheduling user group meetings with the Greenvale Park team.

B. Northfield High School Flex Hour Update

High School Principal Joel Leer provided the results of a survey conducted by the administration regarding the new Flex Hour schedule implemented at the high school for the school year 2018-19. Both students (1060

responses) and staff (49 responses) indicated an overall positive experience with the Flex Hour schedule. Students reported that the Flex Hour helps to reduce stress and prepares them for afternoon classes. The administration will continue to monitor the Flex Hour schedule and one additional survey is scheduled before the end of the school year. Mr. Leer will report those findings to the Board when they are available.

#### C. Technology Services Presentation

Kim Briske, Director of Technology Services, provided an update on student device leases and presented options for the Board's consideration. The Board will review this information and have further discussion during their work session on Tuesday, March 19, 2019.

#### VI. Consent Agenda

On a motion by Quinnell, seconded by Goerwitz, the Board unanimously approved the following Consent Agenda items:

- A. Minutes. Minutes of the Regular School Board meeting held on February 25, 2019.
- B. <u>Approval of Construction Management Contract with Knutson Construction.</u> The construction management contract with Knutson Construction for projects related to the successful November 6, 2018 bond referendum election. This final contract for approval was presented to the Board through the RFP process at the December 10, 2018, School Board meeting.
- C. <u>Approval of Architectural and Engineering Services Contract with Wold Architects and Engineers.</u> The architectural and engineering services contract with Wold Architects and Engineers for projects related to the successful November 6, 2018 bond referendum election. This final contract for approval was presented to the Board through the RFP process at the December 10, 2018, School Board meeting.

#### D. Personnel Items

- a) <u>Appointments</u>
  - 1. Samantha Becker, Gen Ed EA-Media for 7.5 hours/day at the Middle School, beginning 3/4/2019-6/10/2019; Gen Ed, Step 1-\$15.03/hr.
  - 2. Kayla Halvorson, 1.0 FTE Long Term Substitute Kindergarten Teacher at Bridgewater, beginning on or about 3/25/2019-about 5/28/2019; BA+60, Step 1.
  - 3. Nancy Johnson, Rock N Roll Revival-Costumer as needed at the High School, beginning 3/4/2019. \$1,000 Stipend.
  - 4. Kyle Korynta, Assistant Boys and Girls Track Coach for 2 hours/day at the High School, beginning 03/11/2019. Level F, Step 3-50% Stipend.
  - 5. Elizabeth Stoufis, Community School Evening Club Leader for up to 3 hours/day 2 days/wk. at Greenvale Park, beginning 03/12/2019-06/07/2019. \$21.01/hr.
  - 6. Mark Welinski, Assistant Boys Tennis Coach for 2 hours/day at the High School, beginning 03/25/2019. Level H, Step 5.
  - 7. Laura Kay Allen, 1.0 FTE Interim High School Principal at the High School, beginning 08/05/2019-12/20/2019; 98 contracted days @ \$625.50/day.
- b) Increase/Decrease/Change in Assignment
  - 1. Ashley Baker, Teacher at Sibley, add Assistant Softball Coach at the High School, effective 03/05/2019. Level F, Step 1.
  - 2. Sarah Bloom, Long Term Substitute 6<sup>th</sup> Grade Teacher at the Middle School, change to ongoing 6<sup>th</sup> Grade Teacher at the Middle School, effective 08/26/2019.
  - 3. Danielle Crase, Teacher at the High School, add Assistant Girls Golf Coach at the High School, effective 03/05/2019; Level I, Step 5.
  - 4. Marilyn Frey, Spec Ed EA-PCA at the High School, add Spec Ed EA Bus EA for approximately 90 minutes/day with the District, effective 02/28/2019-04/05/2019.
  - 5. Roberto Garcia, Teacher at Greenvale Park, add Community School Evening Club Leader for 2 hours/day at Greenvale Park, effective 3/5/2019-5/16/2019; \$21.01/hr.
  - 6. Richelle Kruger, Spec Ed EA-PCA at the High School, add Spec Ed EA Bus EA for approximately 1.5 hours/day with the District, effective 02/28/2019-04/05/2019.

- 7. Carolyn Manderfeld, Spec Ed EA-PCA at the Middle School, add Spec Ed EA Bus EA for an additional 45 minutes/day with the District, effective 02/28/2019-06/07/2019.
- 8. Susan Puppe, Special Ed Teacher at Sibley, add Special Ed Teacher-Homebound intermittently throughout the school year with the District, effective 02/25/2019-06/07/2019.
- 9. Caitlin Robertson, Teacher at the Middle School, add Targeted Services BLAST Teacher for up to 1.5 hours/day Mon.-Thurs. at the Middle School, effective 3/4/2019-5/2/2019. Yr. 2-\$27.11/hr.
- 10. Caroline Sjoberg, Teacher at Sibley, add Assistant Softball Coach 9<sup>th</sup> Grade at the High School, effective 03/05/2019. Level F, Step 1.
- 11. Janet Smith, Teacher at the High School, add Assistant Track Coach at the High School, effective 03/05/2019; Level F, Step 1.
- 12. Natalie Amy, Teacher at the Middle School, add Boys Golf Coach at the Middle School, effective 04/01/2019; Level I, Step 1
- 13. Caitlin Bushey, Teacher at Bridgewater, add Summer PLUS Teacher for up to 4.75 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 2-\$27.11/hr.
- 14. Tina Dokken, Girls Golf Coach at the High School, change to Girls Golf Coach at the Middle School, effective 04/01/2019; Level I, Step 5
- 15. Rich Guggisberg, Teacher at Sibley, add Summer PLUS Teacher for up to 4.75 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 4-\$27.73/hr.
- 16. Kyle Korynta, Assistant Track Coach-100% Stipend at the High School, change to Assistant Track Coach-60% Stipend at the High School, effective 03/11/2019.Level F, Step 3-60% Stipend
- 17. Becca Meyers, Early Childhood Teacher for 38 hours/wk at the NCRC, change to Early Childhood Teacher for 4 hours/wk at the NCRC, effective 08/19/2019.
- 18. Nicole Porath, Cross Country Coach at the High School, add Assistant Boys and Girls Track Coach at the Middle School, effective 04/01/2019. Level I, Step 1
- 19. Angela Schock, Teacher at the Middle School, add Head and Assistant Track Coach at the Middle School, effective 04/01/2019; Level H, Step 1-50% stipend and Level I, Step 1-50% stipend
- 20. Kim Slegers, Assistant Track Coach-100% Stipend at the High School, change to Assistant Track Coach-60% Stipend at the High School, effective 03/11/2019. Level F, Step 3-60% Stipend
- 21. Janet Smith, Teacher at the High School, add Assistant Track Coach at the High School, effective 03/11/2019; Level F, Step 1 80% Stipend
- 22. Amber Soderlund, Teacher at Sibley, add Summer PLUS Teacher for up to 4.75 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 3-\$27.11/hr.
- c) Leave of Absence
  - 1. Jann Deim, Spec Ed EA-PCA at the High School, Extended Leave of Absence, effective 3/1/2019 through the remainder of the 2018-19 School Year.
  - 2. Makenzie Mathews, Spec Ed EA-PCA at Longfellow, Leave of Absence to take a teaching position within the District, effective 4/10/2019-05/24/2019.
  - 3. Mary Robia, Teacher at the High School, Leave of Absence for Childcare, effective on or about 05/27/2019 through the end of the 2018-19 school year.
  - 4. Mary Robia, Teacher at the High School, Leave of Absence for Childcare, effective for the 2019-2020 school year.
  - 5. Cori Yamry, Guidance Counselor at the Middle School, Family/Medical Leave of Absence for Childcare, effective 08/26/2019 for 8 work weeks.
  - 6. Ruben Alvarez, Teacher at Greenvale Park, Leave of Absence, effective for the 2019-2020 School Year.
  - 7. Katie Casson, Teacher at the High School, Leave of Absence, effective for the first semester of the 2020-2021 School Year.
  - 8. Betsy McLaughlin, Teacher at Greenvale Park, Leave of Absence, effective for the 2019-2020 School Year.
  - 9. Rebecca Meyers, Early Childhood Teacher at the NCRC, Leave of Absence, effective for the 2019-2020 School Year.
  - 10. Ellen Mucha, Teacher at the High School, .4 FTE Leave of Absence, effective for the 2019-2020 School Year.
  - 11. Jacie Myers, Special Education Teacher at Greenvale Park, Leave of Absence, effective for the 2019-2020 School Year.
  - 12. Debra Pack, Spec Ed EA-PCA at the High School, Family/Medical Leave of Absence, effective 3/11/2019-04/11/2019.
- d) <u>Retirements/Resignations/Terminations</u>
  - 1. Cathy Bennetts, ADSIS Teacher at Sibley, retirement effective at the end of the 2018-2019 School year.
  - 2. Claiborne Day, Teacher at Sibley, resignation effective at the end of the 2018-2019 school year.

- 3. Claudia Gonzalez George, EL Educational Assistant at the Middle School, resignation effective 03/18/2019.
- 4. Jeanne Mahoney-Hanzlik, Science Teacher at the High School, retirement effective at the end of the 2018-2019 school year.
- 5. Deb Thomforde, ADSIS Teacher at Greenvale Park, retirement effective at the end of the 2018-2019 school year.
- 6. Janet Larimore-Rockne, Teacher at Bridgewater, retirement effective at the end of the 2018-2019 School Year.
- 7. Shelly Sheets, Long Term Substitute Child Nutrition, unable to accept position, effective 03/08/2019.
- 8. Savannah Stuckmayer, Community School Coordinator at Greenvale Park, resignation effective 06/17/2019.
- E. <u>Grant Application Approval.</u> Erin Bailey, Community Services Director, requested School Board approval of a \$46,100 grant request from Northfield United Way. PRIMEtime provides low-income and at-risk Northfield children with free mentoring, tutoring, skill-building workshops, and cultural enrichment programs after school and over the summer. The target population includes children at risk of academic failure and low-income youth receiving free/reduced price lunches.. This grant will provide after school and summer enrichment to over 850 Northfield youth July 1, 2019 - June 30, 2020.

### VII. Superintendent's Report

- A. Items for Individual Action
  - <u>Resolution Non-Renewing Coaching Contract</u>. On a motion by Stratmoen, seconded by Hardy, the Board unanimously adopted the Resolution related to the non-renewal of a coaching contract effective at the end of the 2018-19 season. Voting 'yes'' was Goerwitz, Hardy, Stratmoen, Quinnell, Baraniak, Iverson, and Pritchard. No one voted 'no'. Motion carried.

### VIII. Items for Information

A. Enrollment Report. Dr. Hillmann reviewed the Enrollment Report for March 2019.

#### IX. Future Meetings

- A. Tuesday, March 19, 2019, 5:00 PM, Board Work Session, NHS Media Center
- B. Monday, April 8, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- C. Monday, April 22, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center

### X. Adjournment

On a motion by Stratmoen, seconded by Iverson, the Board adjourned at 9:34 p.m.

Noel Stratmoen School Board Clerk

## NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

This agreement made this  $\underline{11}$  day of MARCH, 2019, by and between  $\underline{DvNdAs}$  Baseball Association, hereinafter the "Donor", and Independent School District No. 659, Northfield, Minnesota, pursuant to the District's policy for receiving gifts

and donations, as follows:

**TERMS** \$500 to the baseball program. \$ 500 to the Softball program.

> Dundas Baseball Association Donor

By:

Approved by resolution of the School Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**INDEPENDENT SCHOOL DISTRICT No. 659** 

By:

Clerk

## MINNESOTA LAWFUL GAMBLING

LG555 Government Approva	I or Acknowledgment f	for Use of Gambling Fund	ds
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	02/16
ng	Funds

Keep this completed form attached to the LG100C in your Gambling Control Board or the Department of Revenue.	r organization's records. You do not need to submit this form to the
ORGANIZATION AND EXPENDITURE INFO	RMATION (attach additional sheets if necessary)
Organization Name: Dundas Baseball Assoication, Inc.	License Number: B-02112
Address: P. O. Box 3	City/State/Zip: Dundas, MN 55019
1. Amount of proposed lawful purpose expenditure: \$ $\_$	, 500,00
<ul> <li>2. Check one expenditure category: <ul> <li>A. Contribution to a unit of government—Unitinstrumentalities.</li> <li>B. Wildlife management project or activity the Department of Natural Resources (DNR).</li> <li>C. Grooming and maintaining snowmobile or Sections 84.83 and 84.927, including purchase open to public use.</li> <li>D. Supplies and materials for safety training Enforcement Division.</li> <li>E. Citizen monitoring of surface water qualities.</li> </ul></li></ul>	ited States, state of Minnesota, or any of its subdivisions, agencies, or hat benefits the public at large, with approval by the Minnesota <b>r all-terrain vehicle trails</b> established under Minnesota Statutes, e or lease of equipment, with approval by the DNR. All trails must be <b>and educational programs</b> coordinated by the DNR, including the <b>ty testing</b> for public waters by individuals or nongovernmental of Agency (MPCA) guidance on monitoring procedures, quality assurance
protocols, and data management, providing th	hat data is submitted to the MPCA.
3. Describe the proposed expenditure, including vendors:	
\$ 500 TO THE BASEBAU \$ 500 TO THE SOFTBAU	Proceeding
<ul> <li>FOR DNR-RELATED PROJECTS: I affirm that when la or all-terrain vehicle trails or for any wildlife manageme government, the reimbursement funds must be deposit</li> <li>FOR SURFACE WATER QUALITY TESTING: I affirm that the data collected will be submitted to the MPCA.</li> </ul>	tion, in compliance with Minn. Rule 7861.0320, subp. 17, para. C. awful gambling funds are used for grooming and maintaining snowmobile ent project for which reimbursement is received from a unit of ted in our lawful gambling account and recorded on form LG100C. I that the MPCA has been consulted in developing the monitoring plan and Send form for signature to: Manager, Water Monitoring Section, d North, St. Paul, MN 55155. Website: www.pca.state.mn.us $\frac{3 - 1(-19)}{Date}$ $\frac{612-804-2157}{Davtime Phone}$
GOVERNMENT APPROVAL/ACKNOWLEDGM	IENT
Contribution amount: \$	ernment use of contribution (check one): ect or activity. owmobile and/or all-terrain vehicle trails. s for DNR safety training and educational programs.
Unit of Government: NORTH FELD HIGH SCH	Phone: 507-633-0633
	City/State/Zip: Northfield, MN 55057
By signature below, the representative of the unit of gover as listed above Signature Joel DISon	rnment acknowledges and approves the contribution amount for the use <u> <u> </u> <u> <u> </u> <u></u></u></u>
	Title 0. This form will be made available in alternative format (i.e. large print, braille) upon request. requested by the Board, and will be used to determine your compliance with Minnesota statutes

#### NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

This agreement made this <u>2nd</u> day of <u>April</u>, <u>2019</u>, by and

between Bethel Lutheran Church,

hereinafter the "Donor", and Independent School District No. 659, Northfield, Minnesota, pursuant to the District's policy for receiving gifts and donations, as follows:

#### **TERMS**

\$1,220 donation to the Greenvale Park Elementary first quarter 2019-20 shacks.

Bethel hutheran Church Donor By: Received in the Greenvale Park Office

Approved by resolution of the School Board on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

#### **INDEPENDENT SCHOOL DISTRICT No. 659**

By:

Clerk

# Grant Application Approval Form

#### March 29, 2019

Any proposal submitted to an external funding source that involves any entity within the Northfield Public Schools must be approved by the School Board before the proposal is submitted. This form will accompany all requests to the School Board and will be filed with the Grant Coordinator along with a copy of the completed grant proposal. All proposals must:

- Support the District's mission and goals. .
- Be financially feasible and supported by all affected District departments or buildings. .
- Demonstrate collaboration and commitment from the District if required. .

	Grant Proposal Information
Project Title	Greenvale Park Community School
Project Period	From: August 1, 2019 To: July 31, 2022
Funding Source	Minnesota Department of Education
Application Deadline	April 18, 2019
List all Grant	Northfield Public Schools and Northfield Healthy Community Initiative
Applicants	
School/Department	Northfield Community Services
Contact Person	Erin Bailey Phone No. 507-664-3652
	Project Information
Brief Proposal Description	The Greenvale Park Community School initiative serves students in grades K-12 attending Greenvale Park Elementary School or living in the Greenvale Park neighborhood in Northfield, Minnesota
Project Goal (in one Sentence)	The Greenvale Park Community School will dramatically expand out-of-school-time programming at Greenvale. It will increase the number of Greenvale students and alumni who can access the free out-of-school time programming by offering after school programming five days per week, evening programming twice per week, programming during school breaks, and expanded summer programming.
List All Personnel Involved in Application	Erin Bailey, Sam Richardson, Zach Pruitt, Laura Berdahl and Savannah Stuckmayer
	Budget Information
Amount Requested	Approximately \$120,000.00
Matching Funds	
Source of Matching Funds	

<sup>1</sup>Completed Application <sup>1</sup>Rough Draft **Required Documents Attached:** 

<sup>1</sup>Summary of Application

Yun Bachy

**Project Initiator Signature** 

**Building Principal or District Administrator** Signature

Approved by the School Board

Not Approved by the School Board Date\_

Northfield

DISTRICT OFFICE 1400 Division Street South Northfield, MN 55057 PH 507.663.0600 • Fax 507.663.0611 www.northfieldschools.org

TO: Dr. Matt Hillmann, Superintendent

FROM: Val Mertesdorf, Director of Finance  $\sqrt{\mathcal{W}}$ 

DATE: April 8, 2019

RE: Board Approval of Financial Reports – October 2018

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of October 2018.

Bills totaling \$2,092,660.61 were paid in October 2018.

Payroll checks totaling \$3,259,548.62 were issued in October 2018.

No bond payments were paid in October 2018.

At the end of October 2018 Total Cash and Investments amounted to \$31,435,051.73.

No wire transfers were initiated by the district during October 2018.

The following financial reports for October 2018 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

- 1. Treasurer's Report
- 2. Disbursement Report

#### October 2018 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND	1,037,700.67	5,172,234.29	4,363,340.67	(552,016.00)	1,294,578.29 *
FOOD SERVICE	882,930.38	204,729.90	210,157.99	11,882.81	889,385.10
COMMUNITY ED	573,777.19	240,052.78	237,384.71	(10,363.40)	566,081.86
CONSTRUCTION ACCOUNT	0.00	-	-	-	0.00
DEBT SERVICE	3,943,368.11	1,340,718.16	15,500.00	-	5,268,586.27
TRUST	163,629.90	-	8,000.00	-	155,629.90
SELF INSURANCE	4,880,726.67	21,033.55	517,825.86	556,683.38	4,940,617.74
TOTALS	11,482,132.92	6,978,768.68	5,352,209.23	6,186.79	13,114,879.16
CERTIFICATE OF DEPOSIT	18,298,742.42	-	-	21,430.15	18,320,172.57
GRAND TOTALS	29,780,875.34	6,978,768.68	5,352,209.23	27,616.94	31,435,051.73

\*General Fund includes Certificate of Deposit amount

**Disbursement Report** 

	Disbursen	ient Report	
ISD 659 - Northfield			October 2018
Disbursements: Bills Paid:			
	General Fund Food Service Fund Community Services Fund Trust & Agency Fund Self Insurance Fund Total Bills Paid	<pre>\$ 1,430,270.87 99,845.08 21,218.80 23,500.00 517,825.86</pre>	2,092,660.61
Payroll:	General Fund Food Service Fund Community Services Fund Trust Fund Self Insurance Fund Total Payroll	2,933,069.80 110,312.91 216,165.91 - -	3,259,548.62
Bond Payments:	Debt Redemption Fund Total Bond Payments		
	Total Disbursements	_	\$5,352,209.23



## STATEMENT OF REVENUES

For the month ended October 31, 2018

		Year-			YTD as % of Budget			
Fund	Fund To-Date			Budget	2018-19	2017-18	2016-17	
General Fund								
Property Taxes	\$	2,615,844	\$	13,611,213	19.2%	19.6%	19.6%	
State Sources		6,248,313		37,704,088	16.6%	18.1%	18.4%	
Federal Sources		37,592		1,209,715	3.1%	0.1%	4.3%	
Local Sources		579,928		1,403,278	41.3%	38.9%	34.8%	
Total	\$	9,481,677	\$	53,928,294	17.6%	18.5%	18.8%	
Child Nutrition Fund	\$	523,210	\$	2,219,900	23.6%	22.9%	23.9%	
Community Service Fund		684,582		2,765,253	24.8%	25.4%	26.7%	
Debt Service Fund		1,708,954		5,749,314	29.7%	22.7%	25.6%	
Trust Fund (Scholarship)		17,611		71,730	24.6%	58.8%	48.1%	
Internal Service Fund		1,499,494		7,558,599	19.8%	22.1%	28.9%	
<b>Total All Funds</b>	\$	13,915,528	\$	72,293,090	19.2%	19.7%	21.0%	



2018-19

2017-18 2016-17



## STATEMENT OF EXPENDITURES

For the month ended October 31, 2018

		Year-			YTE	) as % of Bud	lget	
Fund	To-Date			Budget	2018-19	2017-18	2016-17	
					2 I	bern and a th		
General Fund								
Salaries	\$	6,492,865	\$	31,055,714	20.9%	20.8%	20.9%	
Benefits		2,510,658		11,291,070	22.2%	22.1%	22.2%	
Purchased Services		2,601,834		6,560,630	39.7%	34.4%	34.0%	
Supplies & Materials		604,181		1,978,937	30.5%	17.1%	28.7%	
Capital Expenditures		1,351,313		2,019,593	66.9%	67.4%	69.8%	
Other Expenses		69,321		262,569	26.4%	25.9%	54.8%	
Total General Fund	\$	13,630,172	\$	53,168,513	25.6%	23.9%	24.8%	
Child Nutrition Fund	\$	430,269	\$	2,234,537	19.3%	20.7%	21.3%	
Community Service Fund		912,766		2,822,986	32.3%	31.0%	35.4%	
Debt Service Fund		423,797		5,734,694	7.4%	7.9%	9.5%	
Trust Fund (Scholarship)		46,230		76,030	60.8%	91.0%	72.5%	
Internal Service Fund		2,327,253		7,115,731	32.7%	36.7%	27.9%	
<b>Total All Funds</b>	\$	17,770,487	\$	71,152,491	25.0%	24.0%	24.2%	



**2018-19 2017-18** 

2016-17

Morthfield

DISTRICT OFFICE 1400 Division Street South Northfield, MN 55057 PH 507.663.0600 • Fax 507.663.0611 www.northfieldschools.org

TO: Dr. Matt Hillmann, Superintendent

FROM: Val Mertesdorf, Director of Finance VIV

DATE: April 8, 2019

RE: Board Approval of Financial Reports – November 2018

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of November 2018.

Bills totaling \$1,505,113.90 were paid in November 2018.

Payroll checks totaling \$3,225,061.29 were issued in November 2018.

No bond payments were paid in November 2018.

At the end of November 2018 Total Cash and Investments amounted to \$38,947,860.45

Wire transfers initiated by the district during November 2018:

11/30/19 \$1,000,000.00 From MSDLAF Liquid to Wells Fargo

The following financial reports for November 2018 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

- 1. Treasurer's Report
- 2. Disbursement Report

#### November 2018 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL	BALANCE END OF MONTH
GENERAL FUND	1,294,578.29	2,761,897.70	3,601,491.91	(1,083,010.45)	(628,026.37) *
FOOD SERVICE	889,385.10	200,543.79	229,813.30	2,773.49	862,889.08
COMMUNITY ED	566,081.86	231,283.64	264,832.12	(1,468.13)	531,065.25
CONSTRUCTION ACCOUNT	0.00	-	-	-	0.00
DEBT SERVICE	5,268,586.27	1,346,603.80	-	7,636,898.99	14,252,089.06
TRUST	155,629.90	5,050.00	3,000.00	-	157,679.90
SELF INSURANCE	4,940,617.74	30,328.11	631,037.86	(7,734.40)	4,332,173.59
TOTALS	13,114,879.16	4,575,707.04	4,730,175.19	6,547,459.50	19,507,870.51
CERTIFICATE OF DEPOSIT	18,320,172.57	-	-	1,119,817.37	19,439,989.94
GRAND TOTALS	31,435,051.73	4,575,707.04	4,730,175.19	7,667,276.87	38,947,860.45

\*General Fund includes Certificate of Deposit amount

#### **Disbursement Report**

Disbursement Report	
ISD 659 - Northfield	November 2018
Disbursements: Bills Paid:	
	810.82
	940.03
,	
	325.19
	000.00
	037.86
Total Bills Paid	1,505,113.90
Payroll:	
-	681.09
	873.27
,	506.93
Trust Fund	500.95
Self Insurance Fund	-
Total Payroll	3,225,061.29
Bond Payments:	
Debt Redemption Fund	_
Total Bond Payments	
Total Disbursements	\$4,730,175.19



## STATEMENT OF REVENUES

For the month ended November 30, 2018

	Year-			YTD as % of Budget			
Fund	 To-Date		Budget	2018-19	2017-18	2016-17	
General Fund							
Property Taxes	\$ 5,149,870	\$	13,611,213	37.8%	38.3%	38.9%	
State Sources	6,248,523		37,704,088	16.6%	18.0%	18.3%	
Federal Sources	13,817		1,209,715	1.1%	1.4%	4.3%	
Local Sources	747,563		1,403,278	53.3%	46.0%	44.6%	
Total	\$ 12,159,773	\$	53,928,294	22.5%	22.5%	23.1%	
Child Nutrition Fund	\$ 721,730	\$	2,219,900	32.5%	33.7%	33.4%	
Community Service Fund	911,672		2,765,253	33.0%	33.1%	35.8%	
Debt Service Fund	10,762,306		16,065,064	67.0%	43.9%	50.5%	
Trust Fund (Scholarship)	22,661		71,730	31.6%	58.8%	48.1%	
Internal Service Fund	2,192,135		7,558,599	29.0%	31.8%	37.8%	
<b>Total All Funds</b>	\$ 26,770,278	\$	82,608,840	32.4%	26.1%	27.7%	





## STATEMENT OF EXPENDITURES

For the month ended November 30, 2018

-	Year-			YTE	) as % of Buc	lget	
Fund	To-Date		Budget	2018-19	2017-18	2016-17	
General Fund							
Salaries	\$ 9,242,989	\$	31,055,714	29.8%	29.5%	29.5%	
Benefits	3,409,312		11,291,070	30.2%	30.5%	30.7%	
Purchased Services	2,972,060		6,560,630	45.3%	47.2%	43.3%	
Supplies & Materials	735,917		1,978,937	37.2%	35.2%	37.4%	
Capital Expenditures	1,409,478		2,019,593	69.8%	85.5%	78.1%	
Other Expenses	69,969		262,569	26.6%	28.3%	57.0%	
Total General Fund	\$ 17,839,726	\$	53,168,513	33.6%	33.6%	33.5%	
Child Nutrition Fund	\$ 660,136	\$	2,234,537	29.5%	30.1%	31.4%	
Community Service Fund	1,174,907		2,822,986	41.6%	40.3%	43.9%	
Debt Service Fund	493,646		13,404,694	3.7%	7.9%	9.5%	
Trust Fund (Scholarship)	49,230		76,030	64.8%	92.9%	72.5%	
Internal Service Fund	2,966,026		7,115,731	41.7%	48.8%	37.1%	
<b>Total All Funds</b>	\$ 23,183,670	\$	78,822,491	29.4%	33.1%	32.2%	



2018-19 2017-18

Vorthfield

DISTRICT OFFICE 1400 Division Street South Northfield, MN 55057 PH 507.663.0600 • Fax 507.663.0611 www.northfieldschools.org

TO: Dr. Matt Hillmann, Superintendent

FROM: Val Mertesdorf, Director of Finance V

DATE: April 8, 2019

RE: Board Approval of Financial Reports – December 2018

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of December 2018.

Bills totaling \$1,848,261.52 were paid in December 2018.

Payroll checks totaling \$3,183,680.98 were issued in December 2018.

No bond payments were paid in December 2018.

At the end of December 2018 Total Cash and Investments amounted to \$37,141,821.15.

No wire transfers were initiated by the district during December 2018.

The following financial reports for December 2018 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

- 1. Treasurer's Report
- 2. Disbursement Report

#### December 2018 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND	(628,026.37)	2,448,274.36	3,815,753.34	10,563.82	(1,984,941.53) *
FOOD SERVICE	862,889.08	166,768.30	187,887.18	6,750.67	848,520.87
COMMUNITY ED	531,065.25	243,547.45	220,120.56	(11,668.02)	542,824.12
CONSTRUCTION ACCOUNT	0.00	-	-	-	0.00
DEBT SERVICE	14,252,089.06	307,756.09	-	-	14,559,845.15
TRUST	157,679.90	9,308.00	500.00	-	166,487.90
SELF INSURANCE	4,332,173.59	19,968.68	807,681.42	-	3,544,460.85
TOTALS	19,507,870.51	3,195,622.88	5,031,942.50	5,646.47	17,677,197.36
CERTIFICATE OF DEPOSIT	19,439,989.94	-	-	24,633.85	19,464,623.79
GRAND TOTALS	38,947,860.45	3,195,622.88	5,031,942.50	30,280.32	37,141,821.15

\*General Fund includes Certificate of Deposit amount
# **Disbursement Report**

	Disbursen	tent Report	
ISD 659 - Northfield			December 2018
			December 2010
Disbursements: Bills Paid:			
Dills Palu.	General Fund	\$ 941,884,71	
	Food Service Fund	1	
		83,009.21	
	Community Services Fund	15,186.18	
	Trust & Agency Fund Self Insurance Fund	500.00	
	Total Bills Paid	807,681.42	1 0 4 0 0 0 4 5 0
	Total Bills Paid		1,848,261.52
Payroll:			
Fayloll.	General Fund	2 972 969 62	
	Food Service Fund	2,873,868.63 104,877.97	
	Community Services Fund	204,934.38	
	Trust Fund	204,934.30	
	Self Insurance Fund	-	
	Total Payroll		2 192 690 09
	Total Fayloli		3,183,680.98
Bond Payments:			
Donu Payments.	Debt Redemption Fund		
	Total Bond Payments		
	Total Disbursements		\$5,031,942.50



# STATEMENT OF REVENUES

For the month ended December 31, 2018

	Year-			YTD	as % of Buc	lget
-1 <sup>1</sup>	To-Date	Budget		2018-19	2017-18	2016-17
\$	5,687,524	\$	13,611,213	41.8%	42.6%	42.1%
	8,160,771		37,704,088	21.6%	25.5%	24.5%
	42,522		1,209,715	3.5%	1.9%	5.1%
	894,144		1,403,278	63.7%	52.7%	48.2%
\$	14,784,960	\$	53,928,294	27.4%	29.1%	28.5%
\$	874,971	\$	2,219,900	39.4%	41.1%	42.7%
	1,153,803		2,765,253	41.7%	40.5%	43.9%
	11,070,062		16,065,064	68.9%	48.8%	54.7%
	31,969		71,730	44.6%	58.8%	53.5%
	2,877,811		7,558,599	38.1%	41.5%	46.7%
\$	30,793,577	\$	82,608,840	37.3%	32.9%	33.7%
	\$	To-Date   \$ 5,687,524   8,160,771   42,522   894,144   \$ 14,784,960   \$ 874,971   1,153,803 11,070,062   31,969 2,877,811	To-Date   \$ 5,687,524 \$   8,160,771 42,522   42,522 894,144   \$ 14,784,960 \$   \$ 874,971 \$   1,153,803 11,070,062   31,969 2,877,811	To-Date   Budget     \$ 5,687,524   \$ 13,611,213     8,160,771   37,704,088     42,522   1,209,715     894,144   1,403,278     \$ 14,784,960   \$ 53,928,294     \$ 874,971   \$ 2,219,900     1,153,803   2,765,253     11,070,062   16,065,064     31,969   71,730     2,877,811   7,558,599	To-DateBudget2018-19\$ 5,687,524\$ 13,611,21341.8%8,160,77137,704,08821.6%42,5221,209,7153.5%894,1441,403,27863.7%\$ 14,784,960\$ 53,928,29427.4%\$ 874,971\$ 2,219,90039.4%1,153,8032,765,25341.7%11,070,06216,065,06468.9%31,96971,73044.6%2,877,8117,558,59938.1%	To-DateBudget2018-192017-18\$ $5,687,524$ \$ $13,611,213$ $41.8\%$ $42.6\%$ $8,160,771$ $37,704,088$ $21.6\%$ $25.5\%$ $42,522$ $1,209,715$ $3.5\%$ $1.9\%$ $894,144$ $1,403,278$ $63.7\%$ $52.7\%$ \$ $14,784,960$ \$ $53,928,294$ $27.4\%$ $29.1\%$ \$ $874,971$ \$ $2,219,900$ $39.4\%$ $41.1\%$ $1,153,803$ $2,765,253$ $41.7\%$ $40.5\%$ $11,070,062$ $16,065,064$ $68.9\%$ $48.8\%$ $31,969$ $71,730$ $44.6\%$ $58.8\%$ $2,877,811$ $7,558,599$ $38.1\%$ $41.5\%$



2018-19

2017-18 2016-17



# STATEMENT OF EXPENDITURES

For the month ended December 31, 2018

	Year-	-		YTE	as % of Buc	lget	
Fund	To-Date		Budget	2018-19	2017-18	2016-17	
General Fund							
Salaries	\$ 11,990,317	\$	31,055,714	38.6%	38.4%	38.2%	
Benefits	4,368,032		11,291,070	38.7%	39.7%	39.4%	
Purchased Services	3,518,107		6,560,630	53.6%	55.3%	51.6%	
Supplies & Materials	844,758		1,978,937	42.7%	42.2%	42.7%	
Capital Expenditures	1,498,578		2,019,593	74.2%	87.2%	79.6%	
Other Expenses	75,138		262,569	28.6%	28.3%	57.7%	
Total General Fund	\$ 22,294,931	\$	53,168,513	41.9%	42.2%	41.7%	
Child Nutrition Fund	\$ 848,072	\$	2,234,537	38.0%	39.7%	41.3%	
Community Service Fund	1,404,496		2,822,986	49.8%	48.3%	52.6%	
Debt Service Fund	493,646		13,404,694	3.7%	7.9%	9.5%	
Trust Fund (Scholarship)	49,730		76,030	65.4%	95.5%	73.9%	
Internal Service Fund	3,773,707		7,115,731	53.0%	56.8%	46.2%	
Total All Funds	\$ 28,864,582	\$	78,822,491	36.6%	40.9%	39.9%	



**2018-19 2017-18** 

2016-17



DISTRICT OFFICE 1400 Division Street South Northfield, MN 55057 PH 507.663.0600 • Fax 507.663.0611 www.northfieldschools.org

TO: Dr. Matt Hillmann, Superintendent

FROM: Val Mertesdorf, Director of Finance  $\sqrt{N}$ 

DATE: April 8, 2019

RE: Board Approval of Financial Reports – January 2019

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of January 2019.

Bills totaling \$2,872,375.45 were paid in January 2019.

Payroll checks totaling \$3,079,995.54 were issued in January 2019.

Bond payments totaling \$12,992,821.88 were paid in January 2019.

At the end of January 2019 Total Cash and Investments amounted to \$64,496,205.17

The following wire transfers were initiated by the district during January 2019:

1/25/19	\$2,000,000.00	From MN Trust Oper to MSDLAF Liquid
1/29/19	\$3,065.40	From MN Trust Bond Refunding to MN Trust Oper
1/31/19	\$2,609,000.00	From MN Trust Bldg Bond to MN Trust Oper

The following financial reports for January 2019 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

- 1. Treasurer's Report
- 2. Disbursement Report

#### January 2019 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND	(1,984,941.53)	4,531,130.61	4,101,477.40	(554,710.90)	(2,109,999.22) *
FOOD SERVICE	848,520.87	168,289.44	98,361.81	3,235.06	921,683.56
COMMUNITY ED	542,824.12	365,204.61	239,920.24	(1,260.14)	666,848.35
CONSTRUCTION ACCOUNT	0.00	-	-	28,692,221.48	28,692,221.48
DEBT SERVICE	14,559,845.15	94,695.93	12,992,821.88	2,609,000.00	4,270,719.20
TRUST	166,487.90	16,763.64	1,000.00	-	182,251.54
SELF INSURANCE	3,544,460.85	23,109.63	1,511,611.54	2,557,903.98	4,613,862.92
TOTALS	17,677,197.36	5,199,193.86	18,945,192.87	33,306,389.48	37,237,587.83
GENERAL FUND INVESTMENT	19,464,623.79			(1,973,406.45)	17,491,217.34 *
CONSTRUCTION INVESTMENT	-	-	-	9,767,400.00	9,767,400.00
-	19,464,623.79	-	-	7,793,993.55	27,258,617.34
GRAND TOTALS	37,141,821.15	5,199,193.86	18,945,192.87	41,100,383.03	64,496,205.17

\*General Fund includes Certificate of Deposit amount

**Disbursement Report** 

ISD 659 - Northfield			January 2019	
Disbursements: Bills Paid:				
	General Fund Food Service Fund Community Services Fund Trust & Agency Fund Self Insurance Fund Total Bills Paid	<pre>\$ 1,295,495.21 16,061.49 48,207.21 1,000.00 1,511,611.54</pre>	2,872,375.45	
Payroll:	General Fund Food Service Fund Community Services Fund Trust Fund Self Insurance Fund	2,805,982.19 82,300.32 191,713.03 -		
	Total Payroll		3,079,995.54	
Bond Payments:	Debt Redemption Fund Total Bond Payments	12,992,821.88	12 002 021 00	
	Total Disbursements	-	12,992,821.88 \$18,945,192.87	



# STATEMENT OF REVENUES

For the month ended January 31, 2019

	Year-		YTE	) as % of Buc	lget
Fund	 To-Date	 Budget	2018-19	2017-18	2016-17
General Fund					
Property Taxes	\$ 5,697,497	\$ 13,611,213	41.9%	43.9%	43.4%
State Sources	12,402,467	37,704,088	32.9%	35.8%	35.0%
Federal Sources	42,522	1,209,715	3.5%	2.8%	6.1%
Local Sources	1,000,515	1,403,278	71.3%	61.3%	61.2%
Total	\$ 19,143,001	\$ 53,928,294	35.5%	37.3%	36.8%
Child Nutrition Fund	\$ 1,046,440	\$ 2,219,900	47.1%	50.2%	52.1%
Community Service Fund	1,515,586	2,765,253	54.8%	53.0%	57.7%
Debt Service Fund	13,773,758	16,065,064	85.7%	50.2%	56.6%
Trust Fund (Scholarship)	48,733	71,730	67.9%	58.8%	53.8%
Internal Service Fund	3,465,838	7,558,599	45.9%	49.6%	54.8%
<b>Total All Funds</b>	\$ 38,993,356	\$ 82,608,840	47.2%	40.7%	41.7%



2018-19

**2017-18 2016-17** 



### STATEMENT OF EXPENDITURES

For the month ended January 31, 2019

	Year-			YTE	as % of Buc	lget	
Fund	To-Date		Budget	2018-19	2017-18	2016-17	
General Fund							
Salaries	\$ 14,639,358	\$	31,055,714	47.1%	46.7%	46.3%	
Benefits	5,580,942		11,291,070	49.4%	49.0%	50.1%	
Purchased Services	4,118,123		6,560,630	62.8%	58.3%	54.8%	
Supplies & Materials	1,011,085		1,978,937	51.1%	55.2%	49.9%	
Capital Expenditures	1,533,742		2,019,593	75.9%	89.3%	81.0%	
Other Expenses	88,019		262,569	33.5%	33.1%	67.3%	
Total General Fund	\$ 26,971,269	\$	53,168,513	50.7%	50.0%	49.5%	
Child Nutrition Fund	\$ 946,410	\$	2,234,537	42.4%	47.0%	48.8%	
Community Service Fund	1,639,573		2,822,986	58.1%	55.9%	59.0%	
Debt Service Fund	13,486,468		13,404,694	100.6%	99.8%	99.9%	
Trust Fund (Scholarship)	50,730		76,030	66.7%	98.1%	77.8%	
Internal Service Fund	5,285,319		7,115,731	74.3%	64.3%	55.5%	
<b>Total All Funds</b>	\$ 48,379,769	\$	78,822,491	61.4%	55.7%	54.6%	



#### **COMMUNITY SERVICES**

#### Summer 2019 Brochure Instructors

Victor Albrecht American Red Cross Artistic Edge, The **Brian Auge** Paula Baragary **Doug Bengtson** Carly & John Born Lewis Campbell Cannon River Sportsmen's Club **Challenger Sports Community Services Staff** Cornerstone on the Vermillion Concordia Language Villages Kevin Dahle Laura DeGroot Michael Detgen LaVergne Dickerson Ashley Drobney Sheriff Troy Dunn Eagle Bluff Shahar Fearing Al Freeland Dave Gilmore Peter Gittins Tracy Giza Rachel Gorden Mercer John Hall Lori Hameister Steve Hatle Heartwork Yoga Studio **Robert Knutson** Lake City Yacht Club Sailing School Kate Langlais

Mad Science of Minnesota Zandra Malecha Sylvia Marccarelli **Tony Mathison** Dan McHugh **Michelle Michaud** Minnesota Twins North Star Haidong Gumdo Northfield Arts Guild Northfield High School Cheer Team Northfield Skateboard Coalition Northfield Skating School Staff Northfield Tennis Association Bob Peterson Project ABLE Staff Josh Ramaker Renee Reinardy **Ring the Bell Fitness Darrell Sawyer** Susannah Shmurak Sports Unlimited Bubba Sullivan Tech Academy The Artistic Edge Carey Tinkelenberg **Tim Torstenson** Nate Truman **Richard Truman** Watch Me Draw Tom Weber **Christine Wehling** Young Hacks Youth Enrichment League Staff

#### RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACT OF A PROBATIONARY TEACHER

WHEREAS, {NAME}, is a probationary teacher in Independent School District No. 659,

BE IT RESOLVED by the School Board of Independent School District No. 659, that pursuant to M.S. 122A.40, Subdivision 5, that the teaching contract of **{NAME}**, a probationary teacher in Independent School District No. 659, is hereby terminated at the close of the current 2018-19 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

#### NOTICE OF TERMINATION AND NON-RENEWAL

Dear {NAME}:

You are hereby notified that at the regular meeting of the School Board of Independent School District No. 659 held on April 8, 2019, a resolution was adopted by majority vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2019-20 school year. Said action of the Board is taken pursuant to Minnesota Statutes 122A.40, Subdivision 5.

You may officially request that the School Board give its reasons for the non-renewal of your teaching contract. However, such written request should be received within ten (10) calendar days after the receipt of this notice.

Yours very truly,

SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 659

Dated this 8th day of April, 2019.

Julie Pritchard, Chairperson

Valori Mertesdorf, Deputy Clerk

[ ]							2018-2019						
School and	September	September	September	September	October	November	December	January	February	March	April	May	End of Year
Grade Level	4th	7th	14th	21st	1st	1st	3rd	2nd	1st	1st	2nd	1st	6/7/19
Longfellow													
Early Childhood	84	82	85	87	86	98	110	109	115	126	126		
Total	84	82	85	87	86	98	110	109	115	126	126	0	0
Greenvale Park													
Grade K-2031	58	58	59	60	59	57	57	57	58	59	59		
Grade 1-2030	84	84	83	83	83	83	82	81	80	80	80		
Grade 2-2029	62	62	62	62	62	62	62	61	61	62	61		
Grade 3-2028	81	80	80	79	80	81	80	79	78	79	78		
Grade 4-2027	73	72	72	72	72	74	77	77	79	79	79		
Grade 5-2026	76	75	75	75	75	77	78	77	76	76	74		
Total	434	431	431	431	431	434	436	432	432	435	431	0	0
Sibley													
Grade K-2031	95	95	95	95	95	94	93	93	92	92	92		
Grade 1-2030	97	97	96	96	95	97	96	96	96	96	97		
Grade 2-2029	87	87	87	87	87	87	88	88	87	87	88		
Grade 3-2028	102	103	103	103	103	103	102	102	102	102	104		l
Grade 4-2027	91	92	92	92	92	93	92	92	93	93	95		l
Grade 5-2026	105	105	105	105	105	104	104	105	105	105	107		L
Total	577	579	578	578	577	578	575	576	- 575	575	583	0	0
Bridgewater													
Grade K-2031	100	95	95	97	97	96	97	97	96	96	96		
Grade 1-2030	94	94	94	94	94	93	92	90	90	91	92		l
Grade 2-2029	98	97	97	97	97	97	97	97	98	98	98		
Grade 3-2028	98	99	99	98	98	98	98	98	98	97	98		
Grade 4-2027	116	117	117	117	117	119	120	120	119	120	118		
Grade 5-2026	93	95	95	95	95	94	93	93	94	94	94		
Total	599	597	597	598	598	597	597	595	595	596	596	0	0
Middle School													
Grade 6-2025	342	340	339	339	340	339	339	338	338	339	340		
Grade 7-2024	330	329	329	329	329	331	334	334	336	334	334		
Grade 8-2023	298	298	298	296	296	296	297	296	301	299	299		
St. Dominics	3.5	4	4	4	4	3.5	3.5	3.5	3.5	3.5	3.5		
Total	973.5	971.0	970.0	968.0	969.0	969.5	973.5	971.5	978.5	975.5	976.5	0.0	0.0
High School													
Grade 9-2022	348	352	352	353	353	354	354	353	353	352	354		
Grade 10-2021	323	358	357	357	356	355	355	354	356	356	354		<b> </b>
Grade 11-2020	361	321	323	322	321	315	312	313	311	310	308		
Grade 12-2019	356	345	344	346	342	339	335	333	333	332	332		
Total	1388	1376	1376	1378	1372	1363	1356	1353	1353	1350	1348	0	0
ALC													<b> </b>
Grade 9-2022	2	2	2	2	2	3	3	2	2	2	6		<b> </b>
Grade 10-2021	3	3	6	7	7	7	9	12	12	19	24		<b></b>
Grade 11-2020	11	15	17	22	22	25	26	26	27	36	43		
Grade 12-2019	43	52	56	60	60	67	71	64	59	69	70		
Total	59	72	81	91	91	102	109	104	100	126	143	0	0
Grand Total	4114.5	4108.0	4118.0	4131.0	4124.0	4141.5	4156.5	4140.5	4148.5	4183.5	4203.5	0.0	0.0
Full Time only (excluding													1
EC and Part-							1		1	1			1
time/Independent Study									2000 5	2002 5	2011 5		
ALC)	4025.0	4007.0	4004.0	4003.0	3996.0	3990.5	3990.5	3980.5	3980.5	3982.5	3961.5		1

#### Northfield Public Schools Enrollment Report

Longfellow						<u>Sibley</u> Grade	Teacher		
Early Childhood	Devis	10				Grade K	Born	23	
	Banks	12				K	Downs	23	
	Dorey	21				K	Heil	22	
	Gross	12				ĸ	Matson	24	
	Kremin Kruse	10				1	Craft	25	
	O'Connor	4				1	Sasse	23	С
	Roth	4				1	Sieger	25	C
	Schnorr	7				1	Swenson	23	
	Sorenson	9				2	Baker	23	С
		13				2	Seeberg	21	C
	Waters Webster	17				2	Soderlund	21	
	Winter	4				2	Spitzack	22	
**	TOTAL	13				3	Guggisberg	25	
**	IOTAL	120				3	Jandro	26	
						3	Johnson	28	С
G						3	Sweeney	28	C
Greenvale Park	The ste	17				4	Fox	23	
K	Flicek	15				4	Haar	24	
К	Hagberg	14					McManus	24	С
K	Malecha	15				4	Rud	22	C
К	Ziemann	15	6			4	Baragary	25 29	
1	Landry	26	С				Malecha		
1	Nivala	16				5	Ostermann	29	C
1	Peterson	18				5	Stulken	21 28	С
1	Zach	20	-			5			
2	Amundson	24	С				TOTAL	583	
2	Bulfer	13							
2	Johnson	11				Bridgewater	Cade	10	
2	Larson	13				K		19	
3	Alvarez, C	24	С			K	Danielson	19	
3	McLaughlin	18				K	Allison	19	
3	Timerson	18				K	Haley	19	
3	Youngblut	18				K	Tran	20	
4	Clarey	19				1	Charlton	21	
4	Dimick	18				1	Ellerbush	22	
4	Garcia	23	С			1	Hall	22	0
4	Hetzel	19	-			1	Lanza	27	С
5	Alvarez, R	22	С			2	Lane	24	
5	Harding	16				2	Lofquist	26	0
5	Sickler	18				2	Rubin	23	С
5	Spitzack	18				2	Schwaab	25	0
	TOTAL	431				3	Larson Sickler	27	С
						3		24	
Middle School						3	Temple	23	
Grade 6-2025		340		High School	254	3	Truman	24	
Grade 7-2024		334		Grade 9-2022	354	4	Holden	24	
Grade 8 (*inc. 7 - 1/2 da	y)-2023	302.5		Grade 10-2021	354	4	Ryan	23	
TOTAL		976.5		Grade 11-2020	308	4	Schuster	24	
*7 (3.5) St. Dominic's st	udents attend 1/2 da	ay		Grade 12-2019	332	4	Shepherd	23	0
				TOTAL	1348	4	Swenson	24	С
		10/				5	DeVries	25	С
Early Childhood**		126				5	Duchene	23	
Kindergarten-2031		247				5	Kohl	23	
Grade 1-2030		269				5	Rauk	23	
Grade 2-2029		247					TOTAL	596	
Grade 3-2028		280							
Grade 4-2027		292						<b>TOT</b> (1	
Grade 5-2026		275		ALC	F/T	**P/T	**I/S	TOTAL	
Total K-5		1736 <b>1736</b>		Grade 9-2021	4	0	2	6	
Total Middle School		976.5		Grade 10-2020	3	0	21	24	
<b>Total High School</b>		1348		Grade 11-2019	8	0	35	43	
GRAND TOTAL		4060.5		Grade 12-2018	12	0	58	70	
ALC 9-12		143		TOTAL	27	0	116	143	
GRAND TOTAL with Full Time only (excludi		4203.5							
. an inne only teached									
and the second se									
EC and Part- time/Independent Stud	у								



# Press Release

April 1, 2019 Contact: Michelle Haas Bornick, 507-301-2552

# April is the Month of the Military Child

NORTHFIELD, MINNESOTA – Each year our nation designates April as the Month of the Military Child to recognize and thank children from military families for the sacrifices they make living the military lifestyle. The recognition is part of the legacy of former Defense Secretary Casper Weinberger who established the commemoration in 1986. During this month, one day is selected as the day to "Purple Up! For Military Kids" and all are encouraged to wear purple in recognition of the strength and sacrifices of military connected youth. Why purple? Purple is the color that symbolizes all branches of the military, as it is the combination of Army green, Coast Guard blue, Air Force blue, Marine red, and Navy blue. This year "Purple Up Day" will be celebrated on April 17th.

Military connected youth face unique circumstances living the military lifestyle or having a veteran parent. These children deal with separations, deployments, frequent moves, and their parents' physical and mental injuries. Their commitment and strength is inspirational. By understanding the lifestyle of military connected youth, we can better meet their needs as they transition with their family members who continue to serve our nation.

Currently over 23,000 military connected youth call Minnesota their home. Celebrating the Month of the Military Child provides a powerful opportunity to raise awareness and build support to help these children meet the unique challenges they face. It is an opportunity to recognize and thank military children and youth for their heroism, character, courage, sacrifices and continued resilience.



STATE of MINNESOTA

WHEREAS:	Thousands of brave Minnesotans have demonstrated courage and a commitment to freedom by serving in the Armed Forces of the United States of America in active duty posts in Afghanistan, Iraq, and around the world; and
WHEREAS:	More than 40 percent of military personnel have children at home during deployments; and
WHEREAS:	More than 23,000 children in Minnesota have at least one parent currently serving in active military duty; and
WHEREAS:	When parents serve in the military, their children serve too; and
WHEREAS:	It is fitting that we recognize and honor their sacrifices, celebrate their spirit, and let our men and women in uniform know that while they are taking care of us, we are taking care of their children; and
WHEREAS:	By recognizing the Month of the Military Child, we pay tribute to military children for their commitment, sacrifice, and their unconditional support for our troops.

NOW, THEREFORE, I, TIM WALZ, Governor of Minnesota, do hereby proclaim the month of April, 2019, as:

# MONTH OF THE MILITARY CHILD





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SECRETARY OF STATE

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 19<sup>th</sup> day of March.

nation

GOVERNOR



# **Construction Update No. 5**

Presented to the Board on 04.08.2019 Matt Hillmann, Ed.D., Superintendent of Schools

**Purpose:** The purpose of the construction update at each Board meeting is to provide information regarding the five construction projects authorized by the public in November 2018.

#### January 2019

- > Finalize core planning team participants
- > Scheduled core planning team meetings for new elementary school:
  - Tuesday, Jan 15 kickoff event with the core planning team, architects, and construction management representatives
  - Tuesday, Jan 22 tour elementary schools
  - Thursdays: Jan 31, Feb 7, 14, 21, 28 core planning team meetings
- > Schedule core planning team meetings for Bridgewater Elementary addition/renovation
- > Schedule core planning team meetings for Sibley Elementary additions/renovation
- On January 22, the Greenvale Park core planning team toured McKinley Elementary in Owatonna, Rosa Parks Elementary in Mankato, Jackson Elementary in Shakopee and East Lake Elementary in Lakeville (ISD 196.)
- > The next Greenvale Park core planning committee meeting is on January 31, 2019.
- Invitations for the Bridgewater Elementary addition/renovation core planning team were sent on January 23, 2019. The first Bridgewater core planning team meeting will be on February 7, 2019.
- Project Oversight Committee (POC) met on January 25 to review project timelines. POC will meet the fourth Tuesday of each month through completion of projects.

#### February 2019

- The Greenvale Park core planning team meetings are scheduled Thursdays, February 7, 14, 21 and 28, 3:30pm -5:00pm in the conference room at GVP.
- The Bridgewater core planning team meetings are scheduled Thursdays, February 7, 14, 21 and 28, 1:15pm 2:45pm in the conference room at BW.
- February 5th joint meeting between City of Northfield, Northfield Public School, Wold and Knutson to discuss city codes.
- The Bridgewater and Greenvale Park core planning teams met on Thursday, February 14. Both core teams will meet again on Thursday, February 21, and the Greenvale Park team will have an extended meeting due to a previous weather related meeting cancellation.
- POC held its monthly meeting on February 2 and discussed the March 11th Board presentation, core team updates, communication processes & avenues, daycare concerns during transition, and Bridgewater FFE.
- > The Greenvale Park core planning team met on Thursday, February 28.
- The Bridgewater core planning team has moved to the "user group" phase of planning and these groups are convening.

#### March 2019

- Sal Bagley of Wold Architects and Engineers and Josh Cooper of Knutson Construction highlighted the activities of the Greenvale Park and Bridgewater core planning teams at the March 11th School Board meeting.
- > The Greenvale Park core planning team met on Tuesday, March 12. GVP user groups began meeting on April 2.
- POC held its monthly meeting on March 26 and discussed the March 11th Board presentation, core team updates, Knutson's contractor meeting, change order limits, and next steps regarding Sibley core planning team.