

**INDEPENDENT SCHOOL DISTRICT NO. 659**  
**REGULAR SCHOOL BOARD MEETING**  
Monday, April 12, 2021 ~ 7:00 p.m.  
Northfield District Office Boardroom  
Zoom Live Meeting Link: <https://bit.ly/2OtIQiD>

**AGENDA**

- I. Call to Order
- II. Agenda Approval/Table File
- III. Public Comment
- IV. Announcements and Recognitions
- V. Items for Discussion and Reports
  - A. Prairie Creek Community School Contract Renewal Application
  - B. Proposed 2021-2022 Child Nutrition Fund Budget
  - C. Proposed 2021-2022 Community Services Budget
  - D. Legislative Update
  - E. Policy Committee Recommendations
  - F. COVID-19 Response and Operations Update
- VI. Consent Agenda
  - A. Approval of Minutes
  - B. Gift Agreement
  - C. Personnel Items
- VII. Superintendent's Report
  - A. Items for Individual Action
    - 1. Online Learning Application Approval
    - 2. Teacher Laptop Refresh
    - 3. Revised 2020-2021 Internal Service Fund Budget
    - 4. Policy Approval
    - 5. Resolution for Termination and Non-Renewal of Probationary Licensed Staff
- VIII. Items for Information
  - A. Enrollment Report
  - B. Raider Mascot Refresh Update
- IX. Future Meetings
  - A. Monday, April 26, 2021, 7:00 p.m., Regular Board Meeting, Northfield DO Boardroom
  - B. Monday, May 10, 2021, 7:00 p.m., Regular Board Meeting, Northfield DO Boardroom
  - C. Monday, May 24, 2021, 7:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- X. Adjournment

**NORTHFIELD PUBLIC SCHOOLS  
MEMORANDUM**

Monday, April 12, 2021 ~ 7:00 p.m.  
Northfield District Office Boardroom  
Zoom Link: <https://bit.ly/2OtIQiD>

**TO: Members of the Board of Education**  
**FROM: Matthew Hillmann, Ed.D., Superintendent**  
**RE: Explanation of Agenda Items for Monday, April 12, 2021, Regular School Board Meeting**

- I. Call to Order
- II. Agenda Approval/Table File
- III. Public Comment

Public comment for this school board meeting may be submitted by 5:00 p.m. on Monday, April 12, 2021 as follows:  
[info@northfieldschools.org](mailto:info@northfieldschools.org), and will be read by the Board Chair if submitted in compliance with the district's public comment guidelines listed below. If necessary, submitted comments will be edited to delete the portion(s) of the submission that do not comply with the guidelines.

  - Each individual will identify themselves and the group they represent, if any.
  - State your reason for addressing the Board.
  - Your presentation is 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. Prairie Creek Community School Contract Renewal Application. The district's authorizer contract with Prairie Creek Community School expires on June 30, 2021. Director Simon Tyler, Keith Johnson, Kelsey Fitschen and Ben Miller presented the contract renewal application at the January 11, 2021 board meeting. A draft of the contract is included for board review and will be submitted to the Minnesota Department of Education. Once MDE has completed its review, the district will receive authorization to vote on the final contract with any required modifications, renewing district authorization for up to five years. The entire process must be completed prior to June 30, 2021.
  - B. Proposed 2021-2022 Child Nutrition Fund Budget

Director Stromme will present the 2021-2022 proposed Child Nutrition budget. This fund is used to record financial activities of providing nutrition services to students, which include preparation and service of the milk, meals, and snacks in connection with school and community services activities. No board action is required at this meeting.
  - C. Proposed 2021-2022 Community Services Budget

Director Bailey will present a revised 2020-2021 Community Services Budget and the 2021-2022 proposed Community Services Budget. The revised 2020-2021 budget reflects revenues of \$2,332,881 and expenditures of \$2,711,488 and will be an item for individual action at the next Board meeting. The proposed budget has been developed with input from each program coordinator and the Community Services Advisory Council. This budget reflects revenues of \$3,073,145 and expenditures of \$3,275,708. Director Bailey will also provide an update on the Greenvale Park Community School during this presentation. No Board action is required at this meeting.

D. Legislative Update

The Legislative Action Committee will provide an update. A blog post from Schools for Equity in Education (SEE) Executive Director Brad Lundell comparing the current Senate and House education finance bills is included in the packet.

E. Policy Committee Recommendations

Dr. Hillmann will present the policy committee's recommendations on Policies 430, 436 and 439. The committee also reviewed policies 442, 443 and 447 and found no substantive changes.

F. COVID-19 Response and Operations Update

Superintendent Hillmann will provide information about the District's work to address the COVID-19 global health pandemic's significant challenges.

VI. Consent Agenda

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

A. Minutes

- Minutes of the Regular School Board meeting held on March 8, 2021

B. Gift Agreement

- \$1,000.00 from Carl Henry Step Up Scholarship Fund of the Capital Group American Funds for Step Up Scholarship
- \$5,000.00 from College City Beverage, Inc. for Tom Blaisdell Scholarship
- \$4,767.20 from Saint Paul & Minnesota Foundation for TORCH Scholarship
- \$1,562.99 from Thomas Blaisdell Scholarship Fund of the Saint Paul & Minnesota Foundation for Tom Blaisdell and Skip Boyum Scholarships

C. Personnel Items

a) Appointments

1. Joseph Asecncio Bravo, Spring Recreation position with Community Education, beginning 4/10/2021-5/31/2021; \$10.08/hr.
2. Adam Becker, Assistant Boys Lacrosse Coach for 2 hours/day at the High School, beginning 4/5/2021; Level H, Step 1
3. Danielle Goodfellow, 1.0 FTE EarlyVentures Teacher at the NCEC, beginning 4/5/2021; Step 4-\$18.29/hr.
4. Chaz Irrthum, Assistant Boys Lacrosse Coach for 2 hours/day at the High School, beginning 4/12/2021; Level H, Step 1
5. Samantha Kile, Spring Recreation position with Community Education, beginning 4/12/2021-5/31/2021; \$11.64/hr.
6. Cristian Lozada Hernandez, Community School Club Leader for up to 3 hours/day for 2 days/week at Greenvale Park, beginning 3/30/2021-6/10/2021; \$22.27/hr.
7. Richard Momberg, Event Worker at the High School, beginning 1/19/2021.
8. Beth Morrell, Track & Field Coach for 2 hours/day at the Middle School, beginning 3/29/2021-6/10/2021; Level I, Step 1
9. LuAnn Raadt, Special Ed EA-PCA for 6.75 hours/day for 3 days/week at the ALC, beginning 4/7/2021-6/10/2021; Step 4-\$17.31/hr.
10. Chloe Rozga, Spring Recreation position with Community Education, beginning 4/12/2021-5/31/2021; \$10.25/hr.
11. Victoria Salaba, Assistant Girls Lacrosse Coach for 2 hours/day at the High School, beginning 4/5/2021; Level H, Step 1
12. Bobbi Schmidtke, 1.0 FTE EarlyVentures Site Leader at the NCEC, beginning 6/11/2021; EV Site Leader Step 6-\$22.73/hr.
13. Melissa Senko, Child Nutrition Associate I for 3.75 hours/day at the Middle School, beginning 4/12/2021; \$18.81/hr.
14. Kerry Sexton, Custodian for 4 hours/day at the High School, beginning 3/17/2021; Step 2-\$18.31/hr.
15. Rebecca Stoufis, 1.0 FTE Long Term Substitute Special Education DCD Teacher at Greenvale Park, beginning on or about 5/8/2021-6/10/2021; Daily Sub Rate

16. Erika Velasquez, Special Ed EA-PCA for 6.75 hours/day for 3 days/week at the High School, beginning 4/7/2021-6/10/2021; Step 2-\$16.41/hr.
- b) Increase/Decrease/Change in Assignment
1. Charlie Alvarez, Teacher at Greenvale Park, add Assistant Track and Field Coach for 2 hours/day at the Middle School, effective 4/1/2021; Level I, Step 1
  2. Mark Auge, Teacher at the High School, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  3. Michelle Bauer, Instructional Coach with the District, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  4. Theresa Bauman, 1.0 FTE Long Term Substitute First Grade Portage Teacher, 5/3/2021-6/10/2021, change start date to 4/12/2021-6/10/2021.
  5. Jill Bohlen, Special Ed EA for 6.75 hours/day and Supervisory for .50 hours/day at Greenvale Park, change to Special Ed EA for 6.75 hours/day and add Special Ed EA-PCA Bus-morning for .75 hours/day Mon.-Fri. with the District, effective 3/10/2021-6/10/2021.
  6. Elizabeth Brewer, Special Ed EA for 6.75 hours/day at the Middle School, add Crossing Guard for .25 hours/day for a total of 7 hours/day at the Middle School, effective 3/31/2021-6/11/2021.
  7. Renee Burnham, Teacher at the ALC, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  8. Cory Callahan, .5 Spring Weight Room Advisor at the High School, change to 1.0 Spring Weight Room Advisor at the High School, effective 4/5/2021.
  9. Anne Campbell, Teacher at the High School, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  10. Collette Carras, General Ed EA for 3.25 hours/day at the Middle School, add Crossing Guard for .25 hours/day for a total of 3.5 hours/day at the Middle School, effective 3/31/2021-6/11/2021.
  11. Ray Coudret, Teacher at the High School, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  12. Tammy Cravalho, Substitute Custodian, change to 1.0 FTE Custodian Engineer w/o License at Greenvale Park, effective 3/16/2021; Custodian Eng. w/o license Step 3-\$19.29/hr.
  13. Rafael Estrella, Teacher at the Middle School, add Golf Coach for 2 hours/day at the Middle School, effective 4/1/2021-6/11/2021; Level I, Step 1
  14. Mary Harrity-Davidson, Girls Tennis Coach at the Middle School, add Boys Tennis Coach for 2 hours/day at the Middle School, effective 4/1/2021; Level I, Step 7
  15. Anna Hershberger, Gen Ed EA-Media for 27.5 hours/week at Greenvale Park, change to Gen Ed EA-Media for 27.35 hours/week at Greenvale Park, effective 3/10/2021-ongoing.
  16. Shari Karlsrud, Teacher at the High School, add Student Council Advisor at the High School, effective 11/20/2019-10/7/2020; Level G, Step 1
  17. Jill Kohel, Teacher at the High School, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  18. Mary Magnuson, Due Process Support for 90 hours with the District, add an additional 10 hours of Due Process Support for a total of 100 hours with the District, effective 3/30/2021-6/10/2021.
  19. Curtis Mikkelson, Teacher at the Middle School, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  20. Karissa Olsen, Special Ed EA for 5.75 hours/day and Supervisory for 1.41 hours/day at Sibley, change to Special Ed EA for 6.75 hours/day and Supervisory for .41 hours/day at Sibley, effective 2/16/2021.
  21. Teri Quamme, Special Ed EA for 6.75 hours/day at the Middle School, add Crossing Guard for .25 hours/day for a total of 7 hours/day at the Middle School, effective 3/31/2021-6/11/2021.
  22. Dan Riesgraf, 1.0 FTE Health Teacher at the Middle School, change to 1.0 FTE Physical Education Teacher at the Middle School, effective 8/30/2021.
  23. John Sand, Teacher at the High School, add Spring Weight Room Advisor-Hourly at the High School, effective 4/5/2021; \$18.00/hr.
  24. Leah Sand, Teacher at the High School, add Spring Weight Room Advisor-Hourly at the High School, effective 4/5/2021; \$18.00/hr.
  25. Darrell Sawyer, Teacher at the Middle School, add Private Lesson Sport Coach with Community Education Recreation, effective 3/29/2021-5/31/2021; \$36/person per hour for a single private lesson & \$20/person per hour for a semi-private lesson of up to five people.
  26. Angela Schock, .50 FTE Head Track and Field Coach at the Middle School, change to 1.0 FTE Head Track and Field Coach at the Middle School, effective 4/1/2021-6/11/2021. Level H, Step 3
  27. Bernard Selwan, Teacher at the High School, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.

28. Bailey Shimota, Special Ed EA for 6.75 hours/day at the Middle School, add Crossing Guard for .25 hours/day for a total of 7 hours/day at the Middle School, effective 3/31/2021-6/11/2021.
  29. Bailey Shimota, Special Ed EA for 7 hours/day at the Middle School, add EA-Extra Curricular Activities for 1.75 hours/day for a total of 8.75 hours/day at the Middle School, effective 4/5/2021-6/11/2021.
  30. Josh Spitzack, Teacher at Greenvale Park, change to 1.0 FTE Grade 7 Social Studies Teacher at the Middle School, effective 8/30/2021.
  31. Bubba Sullivan, Teacher at the High School, add Spring Weight Room Advisor-Hourly at the High School, effective 4/5/2021; \$18.00/hr.
  32. Eric Swan McDonald, Teacher at the ALC, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  33. Sarah Swan McDonald, Teacher at the High School, add Summer School Teacher for up to 5 hours/day M-Th at the ALC, effective 6/11/2021-7/29/2021.
  34. Brianna Theis, Special Ed EA for 6.75 hours/day at the Middle School, add Crossing Guard for .25 hours/day for a total of 7 hours/day at the Middle School, effective 3/31/2021-6/11/2021.
  35. Cindy Thomas, Health Aide at the Middle and High School, add EarlyVentures Teacher Substitute at the NCEC, effective 3/9/2021.
  36. Margaret Weaver, Special Ed EA for 6.75 hours/day at the Middle School, add Crossing Guard for .25 hours/day for a total of 7 hours/day at the Middle School, effective 3/31/2021-6/11/2021.
  37. T.J. Wiebe, Teacher at the High School, add Spring Weight Room Advisor-Hourly at the High School, effective 4/5/2021; \$18.00/hr.
  38. Lisa Williams, EA and KidVentures Site Assistant at NCEC and Greenvale Park, add EarlyVentures Assistant Teacher Substitute at the NCEC, effective 3/5/2021.
  39. Theresa Wilson, .8 FTE Business Teacher at the High School, change to 1.0 FTE Business Teacher at the High School, effective 8/30/2021.
  40. Brent Yule, Teacher at the High School, add Spring Weight Room Advisor-Hourly at the High School, effective 4/5/2021; \$18.00/hr.
- c) Leave of Absence
1. Sara DeVries, Teacher at Bridgewater, Family/Medical Leave of Absence, beginning 8/30/2021-10/27/2021.
  2. Updated: Tiffany Kortbein, Teacher at Greenvale Park, Family/Medical Leave of Absence, effective on 4/12/2021 through the end of the 2020-2021 school year .
  3. Lily Landry, Teacher at Greenvale Park, Family/Medical Leave of Absence, beginning on or about 5/29/2021-11/19/2021.
  4. Melissa Larsen, Instructional Coach-Behavior at Greenvale Park, Family/Medical Leave of Absence, beginning 4/7/2021 for 6-9 work weeks.
  5. Pam Moening, Occupational Therapist at the NCEC, Family/Medical Leave of Absence, beginning on 4/6/2021-4/16/2021.
  6. Chris Neset, Student Information Systems Specialist at the District Office, Family/Medical Leave of Absence, beginning 4/5/2021-6/4/2021.
  7. Pilar Sullivan, EA at Greenvale Park, Leave of Absence, beginning 5/10/2021-5/28/2021.
- d) Retirements/Resignations/Terminations
1. Sarah Bardenwerper, St. Dominic Building Nurse, resignation effective at the end of the 2020-2021 school year. Will be a substitute nurse for the district.
  2. Lydia Ditlevson, Teacher at Sibley, retirement effective at the end of the 2020-2021 school year.
  3. Kristen Johnson, Teacher at Greenvale Park, retirement effective at the end of the 2020-2021 school year.
  4. Mark Johnson, Girls Tennis Coach at the High School, resignation effective 3/30/2021.
  5. Anne Larson, Teacher at Greenvale Park, retirement effective at the end of the 2020-2021 school year.
  6. Tony Mathison, Teacher at Bridgewater, retirement effective at the end of the 2020-2021 school year.
  7. Rebecca Messer, Teacher at the High School, retirement effective 6/25/2021.
  8. Jaqueline Meyer, Educational Assistant at the High School, retirement effective at the end of the 2020-2021 school year.
  9. Rebecca Meyers, ECFE Teacher on a LOA, resigning from Spanish Screening position with the NCEC, effective 4/1/2021.
  10. Stephanie Peterson, Teacher at the High School, resignation effective at the end of the 2020-2021 school year.
  11. Scott Richardson, Assistant Track Coach at the Middle School, resignation effective 3/16/2021.
  12. Ella Stromme, Social Worker at the ALC/NCEC, resignation effective at the end of the 2020-2021 school year.
  13. Bubba Sullivan, Head Football Coach at the High School, resignation effective 3/19/2021.
  14. Mary Williams, Band Director at the High School, retirement effective 6/10/2021.

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

VII. Superintendent's Report

A. Items for Individual Action

1. Online Learning Application Approval. At the February 22, 2021 board meeting Director of Instructional Services Hope Langston discussed the district's application process for designation as an official online learning provider through the Minnesota Department of Education. The application has been completed and board approval is required prior to submitting the application to MDE.

**Superintendent's Recommendation:** The board is requested to approve the online learning application to the Minnesota Department of Education.

2. Teacher Laptop Refresh. Director Briske presented the proposed lease for refreshing teacher laptop computers at the March 8 board meeting. The current lease expires June 30, 2021. The MacBook Air provided a significant savings at \$1,309/device as compared to the Pro at \$1,579/device. Director Briske recommended the district renew the lease agreement for 400 each MacBook Airs at a cost of \$127,400 each year for four years.

**Superintendent's Recommendation:** The board is requested to approve the renewal of a lease agreement for 400 each MacBook Airs at a cost of \$127,400 each year for four years.

3. Revised 2020-2021 Internal Service Fund Budget. The budget revisions listed below were presented at the March 8, 2021 board meeting by Director of Finance Val Mertesdorf. A summary of revised revenues and revised expenditures amounts are listed below.

**Superintendent's Recommendation:** Motion to approve the 2020-2021 Internal Service Fund Revised Budget as follows:

	<u>Revenues</u>	<u>Expenditures</u>
Dental Fund	\$ 637,687	\$ 567,388
Health Fund	\$6,910,099	\$8,164,532

4. Policy Approval. The board is requested to approve Policy 438 as presented at the March 8, 2021 board meeting.

**Superintendent's Recommendation:** Motion to approve Policy 438 as presented.

5. Resolution for Termination and Non-Renewal of Probationary Licensed Staff. 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 2020-2021 school year.

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Iszler-Johnson, Tammy	1.0	Occupational Therapist
Karl, Joni	1.0	High School Math
Leigh, Bridgette	1.0	Early Childhood Special Education
McCabe, Shari	.20	Physical Education
Schultz, Martha	1.0	English Learners
Vondrasek, Tara	.20	Title 1

**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 2020-2021 school year.

VIII. Items for Information

- A. Enrollment Report. Superintendent Hillmann will review the April 2021 Enrollment Report.
- B. Raider Mascot Refresh Update. Superintendent Hillmann will share the progress toward presenting a refreshed Raider mascot. Options for the new mascot will be part of the April 26 board meeting.

IX. Future Meetings

- A. Monday, April 26, 2021, 7:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- B. Monday, May 10, 2021, 7:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- C. Monday, May 24, 2021, 7:00 p.m., Regular Board Meeting, Northfield DO Boardroom

X. Adjournment

CHARTER SCHOOL CONTRACT

Between

Northfield Public Schools

And

Prairie Creek Community School – District #4090

WHEREAS, the primary purpose of the School is to provide an educational program for its students in order to improve all pupil learning and all student achievement; and

WHEREAS, the secondary purpose(s) of the School's educational program is/are:

- Increase learning opportunities for all pupils;
- Encourage the use of different and innovative teaching methods;
- Measure learning outcomes and create different and innovative forms of measuring outcomes; and
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; and

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Northfield Public Schools intent to charter the School, dated November 21, 2001, a copy of which is attached as Exhibit A; and

WHEREAS, Northfield Public Schools and the School previously entered into a charter school contract which expires June 30, 2021; and

WHEREAS, Northfield Public Schools has conducted the performance evaluation of the School (See Exhibit N), considered the reauthorization of the School, and has approved the issuance of a charter contract to the School.

NOW, THEREFORE, Northfield Public Schools grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the status of a charter school to the School. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions.



## **ARTICLE I DEFINITIONS**

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

(a) "Applicable Law" means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.

(b) "Charter School Act" means the Minnesota Statutes 124E.01 through 124E.26, as amended, and any rules adopted pursuant thereto.

(c) "Commissioner" means the Commissioner of the Minnesota Department of Education.

(d) "Contract" means this Charter School Contract between Northfield Public Schools and the School.

(e) "Department of Education" means the Minnesota Department of Education.

(f) "District" means Northfield Public Schools.

(g) "School" means Prairie Creek Community School, located at one site, 27695 Denmark Avenue, Northfield, MN 55057, which is established as a charter school under this Contract pursuant to the Charter School Act, and any additional site(s) pursuant to subsequent Department of Education approval of any supplemental affidavit to expand sites. The name and location(s) of the School will not be changed without the prior written consent of the District.

(h) "School Board" means the Board of Directors of the School.

(i) "Student" and "Pupil" are used interchangeably, and each means the Students/Pupils at the school.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Exhibits. All Exhibits to this Contract are incorporated into, and made part of, this Contract. This Contract has the following Exhibits:

- A. Minnesota Department of Education Approval
- B. Articles of Incorporation of the School
- C. Bylaws of the School
- D. Implementation of Purpose/Mission
- E. Description of School's In-School & Out-of-School Time Programs
- F. Academic & Non Academic Pupil Performance Outcomes/Goals
- G. Statement of Admissions Policies and Procedures
- H. Governance & Management Plan
- I. Administration and Operations Plan
- J. Financial Management Plan
- K. Statement of Assurances Signed by All Board Members
- L. Charter School Closure Checklist & Plan
- M. Supplemental Continuing Oversight Criteria, Processes, Procedures
- N. Performance Evaluation of School

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE SCHOOL AND THE DISTRICT**

Section 2.1. Voluntary Authorization. The District qualifies as a authorizer pursuant to Minnesota Statute 124E.05 Subd. (1). In granting this Contract, The District voluntarily exercises powers given to The District pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of the District's autonomy or powers.

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of the District. The relationship between the School and the District is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between the District and the School. Except as otherwise provided in this Contract or the Charter School Act, the District shall have no authority or control, over operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral, of the District. The School will never pledge the full faith and credit of the District for the payment of any School contract, mortgage, loan or other instrument of indebtedness.

Any contract, mortgage, loan or other instrument of indebtedness entered into by The District and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. The District will never pledge the full faith and credit of the School for the payment of any District contract, mortgage, loan or other instrument of indebtedness.

Section 2.4. No Authority To Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would obligate the District, nor

does the School have any authority whatsoever to make any representations to third parties including lenders, that the District in any way guarantees, is obligated, or is in any way responsible for any obligation, including any contract, mortgage, loan or other instrument entered into by the School.

The District has no authority whatsoever to enter into any contract or other agreement that would obligate the School, nor does the District have any authority whatsoever to make any representations to third parties including lenders, that the School in any way guarantees, is obligated, or is in any way responsible for any obligation, including any contract, mortgage, loan or other instrument entered into by the District.

Section 2.5. Limited Use of "District" Name. The School may not use the name of the District or any assumed name, trademark, division or affiliation of the District in any of the School's promotional advertising, contracts, or other materials without the District's prior written consent, except that the School may include the following statement in such materials, "[Name of School] is authorized by Northfield Public Schools." Pursuant to Minnesota Statute 124E.07 Subd. 8(b) the School shall identify the District as its authorizer and include District contact information on its website and in School materials made available to the public.

### **ARTICLE III ROLE OF DISTRICT**

Section 3.1. Oversight Responsibilities of the District. The District shall monitor and evaluate the School's academic, financial, operational, and student performance, including the School's compliance with this Contract and Applicable Law. The District shall monitor and evaluate School performance using various criteria, processes, and procedures set forth generally in Article VI and Exhibit M.

The School agrees that, in the spirit of continuous improvement, the District may monitor and evaluate any indicator of academic, financial, operational, and student performance, including indicators not expressly set forth in this Contract, which shall inform the School's continuous improvement plan.

Section 3.2. Authorizer Fee. The School shall pay the District a fee for the District's execution of its oversight responsibilities. The fee shall be the maximum fee provided by the Charter School Act, except that if Minnesota law is amended to increase this fee, the School will pay the increased fee.

Section 3.3 Conflict of Interest Policy. The District has a specific Conflict of Interest policy for its role as a Charter School authorizer. This policy is available on the District's policy web page (<http://northfieldschools.org/about/board/policies>).

**ARTICLE IV**  
**PERMITTED ACTIVITIES OF THE SCHOOL & ASSUMPTION OF LIABILITY**

Section 4.1. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and shall not undertake any action to jeopardize its 501(c)(3) status including observation of applicable conflict of interest requirements.

Section 4.2. Other Permitted Activities. The School shall have all powers, duties and responsibilities provided by law to a charter school. The School shall not engage in any otherwise lawful activities that are in derogation of the School's status as a public school or that would jeopardize the eligibility of the School for state and federal school aid funds. The School may exercise its powers, enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations, reasonably necessary to accomplish its obligations as a charter school under this Contract.

Section 4.3. Assumption of Liability. The School and the School Board may sue and be sued. The School and the School Board accept liability for all actions arising out of or are in any manner connected with the School's operations.

**ARTICLE V**  
**LEGAL STATUS OF THE SCHOOL**

Section 5.1. Nonprofit Status. The School shall be organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended.

Notwithstanding any provision of Minnesota Statutes Chapter 317A, as amended, the School shall not take any action inconsistent with the Charter School Act or in derogation of the School's status as a public school.

Section 5.2. Articles of Incorporation. The School represents that, as of the date of this Contract, the Articles of Incorporation of the School set forth as Exhibit B are accurate and have not been otherwise altered or amended.

Section 5.3. Bylaws. The School represents that, as of the date of this Contract, the Bylaws of the School set forth as Exhibit C are accurate and have not been otherwise altered or amended. Bylaws shall be amended in accordance with procedures specified in the School's bylaws. Updated bylaws (as amended) must be forwarded to the District within 20 days and upon acceptance shall become an amendment to Exhibit C.

**ARTICLE VI  
OPERATING REQUIREMENTS**

Section 6.1. Governance. The School shall be organized and administered under the direction of the School Board elected in accordance with the School's Bylaws and Applicable Law. The School Board shall decide and be responsible for matters related to the operation of the School including, but not limited to, budgeting, curriculum, programming, personnel, and operating procedures. In addition, the Board shall evaluate the student achievement and School's progress towards achieving its charter contract goals and commitments.

Section 6.2. School Board Meetings. Meetings of the School's Board and its committees shall comply with the Minnesota Open Meeting Law, Minnesota Statute Chapter 13D.

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information identified in the Exhibits, including without limitation, the achievement of the academic outcomes/goals identified in Exhibit F.

Section 6.4. Compliance with all Applicable Laws. The School shall comply with all Applicable Laws.

Section 6.5. Programs Offered by the School. All programs which the School provides, operates, is affiliated with, or sponsors shall comply with Applicable Law and be covered by the School's insurance.

The School provides the following programs:

(a) In-School Time Programs. In-school time programs include all programs operated during school hours. The School provides the in-school time program summarized in Exhibit E. Except as may be otherwise limited by the Department of Education approval of The District affidavit of intent to charter the school or expanded by the Department of Education approval of any supplemental affidavit to expand the grades or programs offered by the School, the School may accept enrollment to students for the following in-school time program(s):

Early Learning

Preschool Instructional

Pre-K

Grades K – 5 with a maximum enrollment of 180 students

(b) Out-of-School-Time Programs. Out-of-school-time programs include any programs operated before or after school hours, or on weekends, or during school calendar breaks, including before/after school care, but does not include School clubs or athletics. The School provides, operates, is affiliated with, or sponsors the out-of-school time programs identified and described in Exhibit E and according to the parameters set-forth therein. The School does not provide, operate, affiliate with, or sponsor out-of-school-time programs not otherwise identified and described in Exhibit E.

(c) Club and Athletic Programs. The School provides club or athletic programs as it deems appropriate from time to time. The School will provide equal access to all programs and will not permit any program to operate in derogation of Applicable Law or its status as a public school.

Section 6.6. Academic Curriculum Program. The School will implement and adopt the academic program and curriculum set forth in Exhibit E.

Section 6.7. Methods of Assessment. The School shall evaluate students' work based on, at a minimum, the assessment strategies identified in this Contract and its annual report.

(a) Academic Measures – The District will monitor student academic performance and school culture, which provides the basis for high academic performance.

1. Regular Assessments. The District will monitor academic achievement by reviewing student testing and assessment.
2. State Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.
3. Nationally-Normed Referenced Assessments & School-Level Assessments. Except as may be otherwise limited by Exhibit F, School students will take a nationally-normed referenced assessment on at least an annual basis. In addition, School students will also take assessments that are consistent with the educational program articulated in Exhibit E, the statutory purpose articulated in Exhibit D and the School goals articulated in Exhibit F.
4. Assessment and Test Results. The School will provide the District results of Minnesota required assessments. The District will compare testing data to other schools in order to measure performance.
5. Northfield Public Schools and Authorized Charter Schools Meetings. The School agrees to participate in joint meetings of the Northfield Public Schools and its Authorized Charter Schools, that consists of representatives of the District and all District authorized schools, and the District will monitor the School's participation in these meetings. The goal of participation in these meetings is to share information and identify resources, and the School agrees to do so.
6. Professional Development. The school will ensure that each teacher at the School has opportunities to engage in professional development activities that focus in part on developing authentic assessments, measures of student outcomes, and effective teaching strategies. The School will advise the District of its various professional development activities in its Annual Report.

(b) Site-visits. The District shall engage in site-visits in the course of the Contract term. Site-visits will be an opportunity to review academic goals and achievement data to date, evaluate the implementation of the academic program, operations and other matters. The District shall engage in site visits at such frequency as determined necessary or prudent by the District.

(c) Remediation.

1. School Initiated. If the School fails to make adequate progress towards achieving its academic outcomes/goals, financial targets, or comply with Applicable Law or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to the District for review and comment prior to adoption and implementation.

2. District Initiated. If the District has a concern about the School, or if the School fails to make adequate progress towards achieving its academic outcomes/goals or to meet financial requirements, or to comply with Applicable Law, or other requirements, the District shall provide the following notices, as applicable.

(a) Notice to School Leader or Board Chair. The District shall notify the school leader or board chair of area(s) of concern for correction. The District may specify a target date for correction.

(b) Formal Notice to School Board. If the situation remains uncorrected without reasonable explanation, or if the situation involves an urgent concern, the District will formally notify the School of the area(s) of concern for correction and may ask the School to adopt a specific performance improvement plan. If the District requires the School to retain a third-party investigation, the School shall retain an investigator within ten (10) days of such requirement; in addition, the third party investigator must be acceptable to the District, and the School shall authorize such investigator to provide status reports to and communicate with the District. The District shall specify a target date for correction that the District may, if circumstances warrant, amend.

(c) Notice to School Board of Charter Revocation/Termination. The District initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

Section 6.8. School Calendar and School Day Schedule. The School shall provide instruction for at least the hours of instruction required by Minn. Stat. 120A.41.

Section 6.9. Finance, Reporting and Compliance.

(a) To the District. The School will furnish the District (via the School's website) with monthly financial reports. The reports must contain budget and actual revenue and expenses (both by current month and year-to-date) and contain explanations for all items exceeding budget and the manner in which the excess items will be resolved, as well as cash-flow statements and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Department of Education or the District, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School allows the District to discuss the School's financial matters with both its external auditor and accounting service provider if any. The School consents to the District conducting reviews of the School's accounts payable, at such times as the District may require, either at the School or at the School's accounting service provider, if any.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law. The School will provide the District (via the school's website) the adopted budget for the following school year by June 30th.

The budget must detail budgeted expenditures at the object level. In addition, the School Board is responsible for approving all revisions and amendments to the annual budget. The school will make available on its website any revisions or amendments to the School's budget within ten (10) business days after School Board approval.

(b) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.

Section 6.10. Accounting Standards. The School shall at all times comply with generally accepted public sector accounting principles, generally accepted standards of fiscal management, and accounting system requirements that comply with Department of Education requirements.

Section 6.11. Annual Financial Statement Audit. The School shall engage an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. By December 15th of each year, the School shall



submit two (2) copies of the annual financial statement audit and auditor's management letters including any required supplemental information, for the school year ending the previous June 30th. By January 1st of each year, the School Board shall provide to the District a copy of any responses to auditor's management letters. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and/or the Legislative Auditor.

Section 6.12. UFARS and MARSS. The School will utilize the UFARS financial accounting principles and methods. The School will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by Applicable Law and UFARS. The School shall have an approved policy regarding the acceptance and administration of such gifts. No solicitation shall indicate that a contribution to the School is for the benefit of the District.

Section 6.14. Annual Reports. The School will submit its state-required annual report to the District no later than the date specified by the Minnesota Department of Education. The annual report shall be approved by the School Board prior to the submission to the District and will include such information as the District may require including at a minimum, information required under Applicable Law and a report on the School's performance as it relates directly to the goals articulated in Exhibit F.

Section 6.15. Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of the District for any purpose. With respect to School employees, the School shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with the Public Employment Relations Act (PELRA), Minnesota Statutes Chapter 179A, as applicable. The School must employ or contract with teachers who hold valid licenses or any allowable waivers to perform the teaching service for which they are employed at the School.

The School Board shall be responsible for carrying workers' compensation insurance for its employees. The School shall employ and contract teachers who hold valid licenses or certifications, as required by Applicable Law. Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

The School will ensure that lesson plans and related materials developed by School employees to implement the School's academic program and curriculum are and remain School, and not individual/employee, property.

Section 6.16. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. Transportation. The School may provide transportation for students enrolled in the School and shall provide transportation for all students who are enrolled in the School and who reside in the District in which the School is located as required by Applicable Law. Otherwise, transportation will be provided by the district in which the School is located. In providing transportation either through the District or itself, the School shall do so in compliance with and provide any notices required by Applicable Law.

Section 6.18. Notification of Claim. The School agrees to provide notice to The District within five (5) days of the School's receipt of any significant claim, including any allegation of illegality or impropriety by the School or its employees, and any adverse notice received from the Department of Education.

Section 6.19. Expenses. The School agrees to pay for all expenses related to its operation as a charter school, including expenses incurred for operational programs and all expenses related to the performance of its obligations under this Contract and Applicable Law.

Section 6.20. Board Data. The School agrees to notify the District of any resignations or additions to its School Board within ten (10) days of such change. All additions to the School Board will execute a statement of assurance, in the form of Exhibit K, within ten (10) days of such addition, and which shall be provided to the District within thirty (30) days of such addition. The School agrees to obtain background checks, at the School's expense or at the individual's expense if allowed by Applicable Law, on all potential board members before such members are added to the School Board.

Section 6.21. Additional Reporting Obligations.

(a) Teacher Licensure. The School will provide the District by October 1 (via the Annual Report) of each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught. The School will advise The District of any changes to its teaching staff via the board meeting minutes on the school website.

(b) Other Reporting. The School will furnish the District with other critical documents, data or information at the District's request. The District agrees that requests for other reporting will be reasonable and necessary.

Section 6.22 Cooperation and Third Parties. The School agrees to cooperate with and assist the District or its designee in providing the access, information, and data the District requires at the District's sole discretion in executing this Contract. The School understands and agrees that the District may contract with a third party to perform any of the District's oversight functions.

Section 6.23. Conflict of Interest and Assurances. The School agrees to comply with the provisions of Minnesota Statutes Section 124E.14 as well as the requirements of Exhibit K.

**ARTICLE VII  
GENERAL PROHIBITIONS**

Section 7.1. Tuition Prohibited. The School shall not charge tuition. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by Applicable Law, including Minn. Stat 123B.34-123B. 39.

Section 7.2. Establishment of Religion Prohibited. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being homeschooled, except as may be allowed by Applicable Law.

Section 7.4. Open Admissions. The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law. A student shall be re-enrolled for the next school year until formally withdrawn from the School.

Section 7.5. Lottery Admissions. The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, enrollment shall be by lottery and, when conducting such lottery, the School shall provide enrollment preferences as provided by Applicable Law.

**ARTICLE VIII  
COMPLIANCE WITH STATE AND FEDERAL LAWS**

Section 8.1. State Laws. The School shall comply with applicable state laws. Nothing in this Contract shall be deemed to apply any other state law to the School. Except as otherwise provided by the Charter School Act or this Contract, the School shall be exempt from all Minnesota Statutes and rules applicable to a school, school board, and school district unless the statute or rule is made specifically applicable to a charter school.

(a) Students with Disabilities.

1. Compliance. The School shall comply with Minnesota Statute Sections 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School.

2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration.

3. Systems & Services. The School shall implement, at a minimum:

(a) a child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.

(b) a system for conducting comprehensive initial and reevaluations to determine eligibility for special education and related services.

(c) a full range of special education services to ensure that all students with disabilities are provided with the specially designed instruction and related services based on their disability-related needs.

(d) a system for monitoring appropriate and proper due process procedures to ensure effective and efficient child study procedures and methods of providing special education services for identified students.

4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill to the district certain special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the School shall provide to the Commissioner a further description of the financial parameters within which the School will operate to provide special education instruction and services to such children.

(b) Health and Safety. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.

(c) Immunization. The School shall comply with the Minnesota Statutes section 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.

(d) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which

governs provisions of equal opportunities for members of both sexes to participate in athletic programs.

(e) Student Discipline and Dismissal. The School shall comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes sections 121A.40 to 121A.56. The School Board shall provide to the District its approved discipline policy and procedure consistent with the MPFDA within 120 days of the effective date of this Contract. The School shall comply with the continuing truant notifications under Minnesota Statute section 260A.03.

(f) Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

Section 8.2. Federal Laws. The School shall comply with applicable federal laws. Nothing in this Contract shall be deemed to apply any other federal law to the School.

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of another and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records.

## **ARTICLE IX AMENDMENT**

Section 9.1. Amendments. The District and the School acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time may require appropriate amendment of this Contract. In order to ensure a proper balance between the need for independent development of the School and the statutory responsibilities of The District as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends the responsibilities and obligations, rights, or remedies of either the School or the District, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities, obligations, rights or remedies of the School and the District shall conform to and be carried out in accordance with the change in Applicable Law.

## **ARTICLE X CONTRACT REVOCATION/TERMINATION AND NONRENEWAL**

Section 10.1. Grounds for Revocation/Termination or Nonrenewal. This Contract may be revoked/terminated and need not be renewed by the District upon a determination by the District that one or more of the following has occurred:

- (a) Failure of the School to demonstrate satisfactory achievement for all students including the requirements for student performance set forth in this Contract; or
- (b) Failure of the School to meet generally accepted standards of fiscal management; or
- (c) Failure of the School to comply with all Applicable Law.

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal. In addition to the grounds for revocation/termination and nonrenewal set forth in Section 10.1, the District may revoke/terminate or not renew this Contract, upon the District's determination that one or more of the following has occurred:

- (a) The School is unable to pay its bills as they become due, is insolvent, or is bankrupt;
- (b) The School has insufficient enrollment or demonstrated financial resources to successfully operate a charter school, or the School has lost more than fifty percent (50%) of its student enrollment from the previous school year.
- (c) The School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (d) The School amends its Articles of Incorporation and/or Bylaws at any time without notifying the district.
- (e) The District discovers negligent, fraudulent or criminal conduct by any of the School's applicant(s), directors, officers, employees or agents in relation to the school's performance under this Contract; or
- (f) The School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the Department of Education or the District in connection with the District's issuance or oversight of this Contract, or in connection with any affidavit that the School requests the District submit to the Department of Education, or in connection with the School's reporting requirements under this Contract or Applicable Law; or
- (g) Other good cause shown.

Section 10.3. Procedures for Revoking/Terminating or Not Renewing Contract.

The District's process for revoking/terminating or not renewing the Contract is as follows:

(a) Notice of Intent to Revoke/Terminate or Not Renew. The District, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing, within fifteen (15) business days of receiving the notice, an informal hearing before the District.

(b) School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with the District. The School Board's failure to provide to the District a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to the District's proposed action.

(c) Informal Hearing. Upon receiving a timely written request for an informal hearing, the District shall give ten (10) business days notice to the School Board of the hearing date and time, and the District shall conduct such hearing.

(d) Plan of Correction. The District shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If the District determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not renew can be formulated, the District shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the District is permitted to adopt, modify or reject some or all of the School Board's response for correcting the deficiencies outlined in the notice of intent to revoke/terminate or not renew. The District is not obligated to offer a Plan of Correction to the School.

(e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. The District may withdraw its notice of intent to revoke/terminate or not renew if the District determines any of the following: (i) the School Board's denial of noncompliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed the Plan of Correction.

(f) Effective Date of Revocation/Termination or Nonrenewal. If the District decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be

effective on the date of the District's act of revocation/termination or nonrenewal, or at a later date as determined by the District, such date specified by the District in its determination of revocation/termination or nonrenewal. The District must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or nonrenewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Minn. Stat. Ch. 317A and Applicable Law relating to dissolutions and Exhibit L.

Section 10.5. Distribution of Property Upon Termination of Contract. In the event of dissolution of the School, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

Section 10.6. Property Owned by School. All property that has been purchased by the School will remain its own. In the event of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be donated to other charter schools authorized by the District and if no District Charter School wants such property, then to any other Minnesota Charter School. Any remaining property will then will be sold or distributed in accordance with Applicable Law.

Section 10.7. Property Owned by School Employees. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, personal mementos and other materials or apparatus that have been personally financed by teachers or staff. Such property does not include lesson plans and related materials developed and produced by School employees to implement the School's academic plan and curriculum; the School will ensure that its employment agreements document that such property is School property.

## **ARTICLE XI ADDITIONAL PROVISIONS**

Section 11.1. Contract Renewal or Transfer to Different Authorizer.

(a) Contract Renewal

1. Considerations Determining Renewal. The School acknowledges that improving all pupil learning and all student achievement is the most important factor the District will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic outcomes/goals identified in Exhibit F. The District will also consider any compelling evidence of improved pupil learning and student achievement for all students on



Department of Education measures other than the attainment of outcomes/goals specified in Exhibit F.

The District will consider other factors in its renewal determination, which factors are considered secondary to improving all pupil learning and all student achievement. Specifically, the District will consider the achievement of any additional identified purposes specified in Exhibit D, and financial and operational performance obligations and compliance with Applicable Law as set forth in this Contract.

The School will be eligible for renewal only if the School has improved pupil performance and student achievement for all students, notwithstanding superior performance in financial, operations, governance, or legal compliance factors.

If the District offers a renewal contract, a five-year term will be awarded only if warranted by School performance: the School has improved all pupil learning and all student achievement, the School has met or substantially met its academic pupil performance outcomes/goals in Exhibit F, the school has no significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.

2. Considerations Warranting Nonrenewal. Nonrenewal is warranted based on the existence of grounds identified in section 10.1 or 10.2 or Applicable Law, notwithstanding the existence of improved pupil learning and student achievement for all students. For example, nonrenewal will result from the School's failure to improve all pupil learning and all student achievement notwithstanding superior performance in financial, operations, governance, or legal compliance factors, and nonrenewal may result from the School's improvement of all pupil learning and all student achievement combined with a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.
3. Corrective Action Renewal. If the School has improved all pupil learning and all student achievement, but School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas, The District may, but is not obligated to, renew this Contract. If the District renews the Contract in these circumstances, the renewal is for corrective action with a term not to exceed three years, and the School acknowledges and agrees that the School must continue to improve all pupil learning and all student achievement and must eliminate and resolve the deficiencies causing the Corrective Action Renewal and that no additional deficiencies are created or identified during that renewal term, in order to be eligible for a subsequent renewal.
4. Application. By December 15th of the school year in which this Contract terminates, the School will submit an application to the District that shall contain three parts: (1) School Performance. An analysis and evaluation of the School's performance under this Contract, which shall include

a comprehensive evaluation of each contract goal for each year of the contract, as well as an evaluation of fiscal, operational, and governance performance during the term of the contract; (2) Proposed Goals. A proposal for goals for the following contract period; and (3) Other Information. Any other information the School desires the District to consider. The School agrees to provide to the District documentation supporting the School's evaluation if requested by the District.

The District will notify the School at least sixty (60) business days prior to the termination of this contract as to whether the District intends to offer a renewal charter contract.

(b) Transfer to Different Authorizer. The District must consent to the School's transfer to another authorizer. If the District consents to the School's request to transfer to a different authorizer, the School agrees to reimburse the District for any authorizer fees waived or not paid, grants provided by District to the School, and all training and professional development provided to the School by a third party but paid by the District. This provision does not apply if the District requests that the School transfer to another authorizer.

Section 11.2. Insurance. The School Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:

- (a) workers' compensation insurance to include coverage A;
- (b) insurance covering all of the School's real and personal property, whether owned or leased;
- (c) insurance required by Minn. Stat. 466.04, including a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence; and up to one million dollars (\$1,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverage as follows: minimum automobile liability insurance coverage, bodily injury and property damage, of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee theft insurance of five hundred thousand dollars (\$500,000).

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota.

The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to the District, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide the District or its designee copies of all insurance policies required by this Contract, if requested for periodic review by the District.

The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department of Education

may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School shall provide the Department of Education with any insurance information, as requested.

The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending school or participating in a school program or activity.

Section 11.3. School Lease. The School shall provide to the District a copy of its lease, and any subsequent amendment(s), or deed for the premises in which the School shall operate within fourteen (14) calendar days of execution. The school will provide to The District any notice of lease termination within five (5) calendar days of receipt. The School may lease space from any independent or special school board eligible to be a charter school authorizer, other public organization, private nonprofit institution organization or private property owner, as it deems necessary. The School may lease space from a sectarian organization as allowed by Applicable Law.

Section 11.4. Occupancy and Safety Certificates. The School Board shall: (a) ensure that the School's physical facilities comply with all fire, health and safety standards applicable to schools; and (b) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to the District before the first day of classes, if requested by the District.

Section 11.5. Legal Liabilities. The District does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the School. The School acknowledges and agrees that it assumes full liability for its activities and that the Commissioner, the District, officers and members of the Board of the District, and employees of the District, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes Section 124E.09 and nothing in this Contract is intended to affect such immunity.

Section 11.6. Indemnification of the District and Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless the District and its officers, board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding Minn. Stat. section 3.736, from all suits, claims, demands, or liability, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of The district upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of the District's exercise of its obligation under Applicable Law or enforcement of this Contract.

**ARTICLE XII  
GENERAL TERMS**

Section 12.1. Term of Contract. This Contract shall be effective on July 1, 2021 and shall remain in full force and effect for five (5) academic years through the end of the 2025/2026 school year, and shall terminate on June 30, 2026, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic mail; or (iii) upon placing into United States mail if by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by written notice delivered pursuant hereto:

If to the District:  
Northfield Public Schools  
1400 Division Street South  
Northfield, MN 55057

If to the School: to the attention of the School Board or School Board President/Chair at:  
Prairie Creek Community School  
27695 Denmark Avenue  
Northfield, MN 55057

Section 12.3. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. Subject to Section 9.2, if any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.4. Successors. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors.

Section 12.5. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the District and the School with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.6. Assignment. This Contract is not assignable by either the School or the District.

Section 12.7. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.8. Governing Law. This Contract shall be governed and controlled by the laws of the State of Minnesota as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.9. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.10. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.11. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.12. No Third Party Rights. This Contract is made for the sole benefit of School and the District. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14. Non-agency. School is not an agent of the District and the District is not an agent of the school.

Section 12.14. Termination of Responsibilities. Except as provided in Section 12,15, upon termination or revocation of the Contract, the District or its designee and the School shall have no further obligations or responsibilities under this Contract to the School or any other person or persons in connection with this contract.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.1 (a)3 Probationary Renewal, Section 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of the District, Section 12.8 Governing Law, Section 12.10 Construction, Section 12.13 Non-Agency, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

As the designated representative of the District, I hereby issue this Contract to the School on the date set forth:

DATE: July 1, 2021

NORTHFIELD PUBLIC SCHOOLS

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

Julie Pritchard  
Its: Board Chair

As the authorized representative of the School, I hereby certify that the School is able to comply with the Contract and all Applicable Law, and that the School, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this contract as of the date set forth above.

PRAIRIE CREEK COMMUNITY SCHOOL

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

Ben Miller  
Its: Board Chair

**Exhibit A**

Minnesota Department of Education Approval

EXHIBIT A

MINNESOTA  
DEPARTMENT OF

1500 HIGHWAY 36 WEST  
ROSEVILLE, MN 55113-4266

T: (651) 582-8200  
TTY: (651) 582-8201  
<http://ed.state.mn.us>

*Children,  
families &  
Learning*

November 21, 2001

Dr. Terry Tofte  
Northfield School District ISD 0659  
1400 Division Street South  
Northfield, MN 55057

Dear Dr. Tofte:

This letter is intended to serve as official notification that Northfield School District's request to sponsor Prairie Creek Community School has been approved according to requirements set forth in Minnesota Statute 124D.10, Results-Oriented Charter Schools. Prairie Creek Community School is approved to serve grade levels K-5.

This approval provides the Prairie Creek Community School developers authority to move forward in the process of implementing the charter school. An attachment details three important next steps. Note that the contract between the school and sponsor needs to be finalized within ninety days of the date of this letter.

Congratulations and continued success for the Prairie Creek Community School.

Sincerely,



Christine Jax, Ph.D.  
Commissioner

Cc: Ms. Caroline Jones

**Exhibit B**

**Articles of Incorporation of the School**

**ARTICLES OF INCORPORATION  
OF  
PRAIRIE CREEK COMMUNITY SCHOOL**

These Articles of Incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a nonprofit corporation under the Minnesota Nonprofit Corporations Act, Minnesota Statutes, Chapter 317A.

**ARTICLE I  
NAME**

The name of the corporation is Prairie Creek Community School (the "Corporation").

**ARTICLE II  
REGISTERED OFFICE**

The address of the registered office in the State of Minnesota is 27695 Denmark Avenue, Northfield, Minnesota 55057.

**ARTICLE III  
PURPOSES**

The purposes for which the Corporation is organized are: (1) to be operated in accordance with Minnesota law, including the provisions of Minnesota Statute § 124D.10, to promote, support, advance and represent the interests of a fully accountable, financially, legally and educationally autonomous public charter school; (2) to receive and disburse funds or other property incident to or necessary for the accomplishment of its purposes and do any and all acts incidental to the transaction of its business or expedient for the attainment of the purposes stated herein; (3) and to carry out such purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter in effect (the "Code"), and which is other than a private foundation by reason of being described in Section 509 (a)(1), (2) or (3) of the Code.

**ARTICLE IV  
NO PECUNIARY GAIN**

No part of the earnings may inure to the benefit of or be distributed to the Corporation's members, directors or officers. No financial gain shall ever accrue to a member, officer or director of the Corporation, nor to any person or organization in the conduct of the business of the Corporation, except that reasonable compensation may be paid for services actually rendered to or for the Corporation in carrying out its charitable purposes as permitted by federal law. Any receipts of the Corporation in excess of the ordinary expenses of the Corporation shall inure to the benefit of the Corporation and shall be applied by the directors to the expenses incurred by the Corporation in carrying out the purposes set forth herein.

**065027**



**ARTICLE V  
POLITICAL ACTIVITY**

No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

**ARTICLE VI  
MEMBERS**

The Corporation shall not have capital stock. The membership of the Corporation shall consist of one or more classes. The Board of Directors shall have the authority to establish one or more classes of membership and shall fix the voting power, rights and preferences of each class in the Bylaws of the Corporation.

**ARTICLE VII  
DISSOLUTION**

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision of the payment of all debts, obligations, liabilities, costs and expenses of the Corporation, dispose of all assets of the Corporation; provided, however, that in no case shall a liquidation, transfer or disposition be made which would not qualify as a charitable contribution under Section 170(c)(1) or (2) of the Code, and all assets shall be turned over and transferred to one or more organizations qualified as exempt pursuant to Section 501(c)(3) of the Code or to the State of Minnesota or any political subdivision thereof for exclusively public purposes.

**ARTICLE VIII  
PERSONAL LIABILITY**

Neither the members, nor the incorporator, directors, officers, employees, representatives or agents of the Corporation, past or present, shall be personally liable for the payment of any debts or obligations of this Corporation of any nature whatsoever, nor shall any of the property of the members or any of the incorporator, directors, officers, employees, representatives or agents be subject to the payment of the debts or obligations of the Corporation to any extent.

**ARTICLE IX  
INITIAL DIRECTOR**

The initial sole member of the Board of Directors, who shall served until a different Board of Directors is appointed in the manner provided for in the Bylaws of the corporation, is:

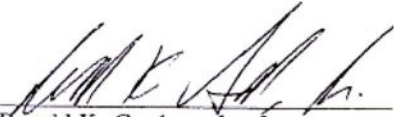
Caroline Jones  
27695 Denmark Avenue  
Northfield, Minnesota 55057

**ARTICLE X  
INCORPORATOR**

The name and address of the incorporator is:

Ronald K. Gardner  
4000 IDS Center  
80 South Eighth Street  
Minneapolis, Minnesota 55402

IN WITNESS WHEREOF, I have hereunto set my hand this 19<sup>th</sup> day of February, 2002.

  
\_\_\_\_\_  
Ronald K. Gardner, Jr., Incorporator

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

FEB 20 2002 *LS*

*Mary Hoffmeyer*  
Secretary of State

**Exhibit C**

**BYLAWS  
OF  
Prairie Creek Community School  
(the "Corporation")**

**ARTICLE I  
PURPOSE**

The purposes of the Corporation are as stated in its Articles of Incorporation.

**ARTICLE II  
OFFICES**

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

**ARTICLE III  
MEETINGS**

Section 1. Annual Meeting. The annual reorganization meeting of the Board of Directors shall take place in October of each year. Notice of the annual meeting of the Corporation shall be by official posting on the school website and posting at the school site. Such notice shall contain the date, time and place of the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held every month or as according to a board-approved schedule. The Board will be notified by written notice received by mail, e-mail, in person or by facsimile prior to the meeting. The notice shall designate the time, place and date of such meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called at any time, for any purpose, by the Chairperson or at least two Directors. Notice of every special meeting of the Board of Directors shall be delivered in person, e-mailed, or made via telephone, not later than seventy-two (72) hours before the meeting is to be held. The notice shall be accompanied by an agenda which shall specifically state the purpose of the special meeting.

Section 4. Emergency Meetings. An emergency meeting may be called because of circumstances that, in the judgment of the Board, require immediate consideration by the charter board. Under such circumstances, the cause must be clearly identified in the agenda, and notification must be given to all board members. In the case of an emergency meeting no prior notice is required for the public.

Section 5. Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the director or directors present thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. The existence of a quorum is determined when a duly called meeting is convened.

Section 6. Voting. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section 7. Open Meeting Law. All Board of Director meetings and committee meetings of the Board of Directors, and notice of all such meetings, shall comply with the Open Meeting Law.

#### **ARTICLE IV** **BOARD OF DIRECTORS**

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, Minnesota Statute 124E.07, and by other applicable law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

Section 2. Number and Qualifications.

(a) Number. The Board of Directors shall consist of nine voting members.

(b) Qualifications.

- (i) Related Parties Prohibited. The Board of Director membership shall not contain any related parties, as defined by Minn. Stat. 124E.07.
- (ii) Additional Qualifications. Consistent with Minn. Stat. 124E.07, Subdivision 3, the Board of Director membership will adhere to the following governance model:

Section 3. Governance Model. For as long as required by Minnesota law, the ongoing Board of Directors shall be comprised of at least two Minnesota licensed teachers employed at the school, at least one parent/legal guardian of a child enrolled at the school, and at least one community member who is neither employed at the school nor has a child enrolled at the school. Parent and Community Directors will serve a three-year term and teacher Directors will serve a two-year term.

- a) A teacher employed at the school who is also a parent of a child enrolled at the school is eligible for a teacher-designated Director position and is ineligible for a parent-designated Director position.
- b) A person who fills a community member-designated Director position and who, during his or her Board term, becomes employed at the school or a parent of a child enrolled at the school is removed from the Board as of the date of such employment or enrollment unless elected as a regular Board member.
- c) A parent who fills a parent-designated Director position and whose child is un-enrolled from the school during his or her term may end their term or remain on the board as a community member.
- d) A parent Director may not be an employee of the school, per Minn. Stat. 124E.07, Subdivision 3.

Section 5. Resignation and Removal. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chairperson or the Secretary of the Corporation and shall be effective at the time specified therein, or if no time is specified, at the time of its receipt by the Chairperson or Vice-Chairperson. The acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, by a two-thirds (2/3) majority vote of all remaining directors of the Corporation.

Section 6. Filling Vacancies. Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until the end of the term they are replacing, or until his or her successor has been duly elected and qualified, subject to his or her earlier death, disqualification, resignation or removal.

Section 7. Compensation. Directors shall not receive compensation for their services as a Director, but nothing in these Bylaws shall be construed to preclude a teacher Director from serving the Corporation as an employee and receiving compensation therefore. In addition, the directors of this Corporation may be reimbursed for reasonable out-of-pocket expenses incurred by them in rendering services to this Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

Section 8. Presence at Meetings. Members of the Board of Directors or of any committee, as applicable, may participate in a meeting of the Board of Directors or any committee by means of telephone or similar electronic communications if all of the following conditions are met:

- (a) an in-person meeting is not practical or prudent due to a health pandemic or an emergency declared under Minn. Stat. Ch. 12,

- (b) all Board members, wherever physically located, can hear one another and all discussion and testimony,
- (c) all members of the public at the regular meeting location can hear all discussion and testimony and all votes, unless attendance at the regular meeting location is not feasible due to the health pandemic or emergency declaration,
- (d) at least one Board member, legal counsel, or chief administrator is physically present at the regular meeting location, unless unfeasible due to the health pandemic or emergency declaration, and
- (e) all votes are conducted by roll call, so that each Board member's vote on each issue can be identified and recorded.

Section 9. Committees of the Board. The Board of Directors may, by resolution passed by a majority vote of a quorum of the Board of Directors, designate, define authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons, but need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member of any meeting of the committee.

- (a) Authority of Committees. All committees shall make recommendations to the Board of Directors. No committee shall have the authority to act on behalf of the Board of Directors.
- (b) Procedures for Conducting Committee Meetings. The activities of all committees of this Corporation shall be conducted in such manner as will advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these Bylaws and the policies of the Corporation. The Board Chairperson shall be an ex-officio non-voting member of all committees, unless the Chairperson serves as a member of such committee. The meetings of all committees shall be open to the public, pursuant to Minnesota's Open Meeting Law.
- (c) Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board and shall keep regular minutes of its proceedings, and all action of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors.
- (d) Committee Establishment. The Board may establish committees by majority vote of Board membership.

Section 10. Conflict of Interest. A Conflict of Interest Policy will be established by the Board of Directors that is consistent with Minn. Stat. 124E.14 and federal law. (Please refer to the Conflict of Interest Policy approved by the Board of Directors for specific requirements and conditions.)

## **ARTICLE V**

### **OFFICERS**

#### Section 1. Number & Election.

- (a) Number of Officers. The officers of this Corporation shall consist of a Chairperson, Vice Chairperson, Treasurer, Secretary and such other officers as the Board of Directors shall determine from time to time.
- (b) Election of Officers & Term.
  - (ii) Board. The officers of the Corporation shall be elected by the Board for the lesser of a one (1) year term or the remaining unexpired term of the Director.

Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation or removal shall be elected by a majority vote of the Board for the remaining unexpired term of the office.

#### Section 3. Chairperson. The Chairperson shall:

- (a) Exercise the functions of the Office of the Chairperson of the Corporation;
- (b) Preside at all meetings of the Board of Directors;
- (c) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors;
- (d) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board;
- (e) Have the general powers and duties usually vested in the office of the Chairperson and;
- (f) Have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A.305, subd. 2, and as the Board of Directors may from time to time prescribe.

#### Section 4. Vice-Chairperson

- (a) The Vice Chairperson shall fulfill the above duties in the absence of the Chairperson.

Section 5. Treasurer. The Treasurer shall facilitate the Board's financial oversight responsibilities and shall:

- (a) Serve as Chair of the Finance Committee;
- (b) Provide direction for the oversight of the school's record keeping and accounting policies;
- (c) Ensure the presentation of timely and meaningful financial reports to the board;
- (d) Ensure the development of the annual budget and its submission to the Board for its approval;
- (e) Oversee development and board review of financial policies and procedures;

- (f) Lead the board in assuring compliance with federal, state and other financial reporting requirements;
- (g) Present the recommendation of the auditor to the Board for their approval; and,
- (h) Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 6. Secretary. The Secretary shall provide direction for the keeping of legal documents and shall:

- (a) Certify and keep at the office of the Corporation the current Bylaws and Board-approved policies;
- (b) Keep at the office of the Corporation a book of minutes of all meetings of the Board and of its committees;
- (c) Present for approval by the Board copies of the minutes of meetings of the Board;
- (d) Ensure that all meeting notices are duly given in accordance with the provisions of the Bylaws or as required by law;
- (e) Serve as the general protocol officer of the Board, ensuring that all procedural requirements are followed legally and ethically; and,
- (f) Perform such other duties as may be prescribed by the Board of Directors.

Section 7. Management and Administrative Employees. The Corporation may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities; and 3) hold their positions for the time, prescribed by the Board of Directors.

Section 8. Compensation. The employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.

Section 9. Bond. The Board of Directors of this Corporation shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

Section 10. Removal of Officer. An officer may be removed at any time, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for the purpose of considering the removal of an officer.

Section 11. Resignation. Any officer may resign at any time. Such resignation shall be made in writing to the Chairperson or Vice Chairperson of the Corporation and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Chairperson or Vice Chairperson. The acceptance of a resignation shall not be necessary to make it effective.



**ARTICLE VI**  
**DISTRIBUTION OF ASSETS**

Section 1. Right to Cease Operations and Distribute Assets. By a two-thirds (2/3) majority vote of all directors, the Board of Directors may resolve that the Corporation Cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to affect dissolution. Written notice as required by the Bylaws shall state that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmative vote of a two-thirds (2/3) majority of the Board of Directors taken at a meeting during which the resolution is brought before the public. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

Section 2. Cessation and Distribution. When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with Minnesota Statutes, Section 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minnesota Statutes, Section 317A.723.

**ARTICLE VII**  
**INDEMNIFICATION**

Section 1. Indemnification. Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation, as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521. The Corporation shall not be obligated to indemnify any other person or entity except to the extent such obligation shall be specifically approved by resolution of the Board of Directors. The Board or its designee shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

Section 2. Insurance. The Corporation may purchase insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation or these Bylaws.

**ARTICLE VIII**  
**AMENDMENTS TO BYLAWS**

The bylaws may be amended, altered, or repealed and new bylaws adopted, upon proper notice and a two-thirds (2/3) majority vote of the Board of Directors.

**ARTICLE IX**  
**FINANCIAL MATTERS**

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it financially liable for any purpose or to any amount.

Section 2. Loans and Pledges. No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of Directors.

Section 3. Authorized Signatures. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

Section 4. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.

Section 5. Corporate Seal. The Corporation shall not have a corporate seal.

Section 6. Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of this Corporation original or copies of:

- (a) Approved minutes and records of all proceedings of the Board of Directors and all committees;
- (b) Records of all votes and actions of the members;
- (c) All financial statements of this Corporation; and,
- (d) Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

Section 7. Accounting System and Audit. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted standards of fiscal management for a public charter school applied on a consistent basis, an appropriate accounting and financial

reporting system for the Corporation. The Board shall cause the records and books of account of the Corporation to be audited at least once each fiscal year and at such other times as it may seem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

**ARTICLE X**  
**MISCELLANEOUS**

Section 1. Gender References. All references in these Bylaws to a party in the masculine shall include a feminine and neuter.

Section 2. Plurals. All references in the plural shall, where appropriate, include the singular and all references in the singular shall, where appropriate, be deemed to include the plural.

## **Exhibit D**

### **IMPLEMENTATION OF PURPOSE/MISSION**

#### **PRAIRIE CREEK COMMUNITY SCHOOL**

The School's identified statutory purposes and the methods it will use to achieve them are:

1. Improve all pupil learning and all student achievement
2. Increase learning opportunities for all pupils
3. Encourage the use of different and innovative teaching methods
4. Require the measurement of learning outcomes and create different and innovative forms of measuring outcomes
5. Create new professional opportunities for teachers including the opportunity to be responsible for the learning program at the school site

The School will report its implementation of these purposes in its annual report.

## **Exhibit E**

### **ACADEMIC PROGRAM PRAIRIE CREEK COMMUNITY SCHOOL**

#### **In-School Time Programs:**

##### **K-5 Academic Program:**

1. Implementation of a child-centered, multi-age progressive education program. Mission Statement:

##### **Prairie Creek is a community school**

Families, teachers, staff, and students collaborate to create a joyful and challenging climate for learning. We work to build an inclusive environment to which all belong. We embrace the experiences, identities, and perspectives that we all bring.

##### **Prairie Creek is a child-centered school**

Children discover their power in an experiential learning environment. We honor the whole child and attend to the well-being of each individual - socially, emotionally, physically, and academically. We strive to know children deeply and assure them of their value.

##### **Prairie Creek is a progressive education school**

We are committed to inquiry, innovation, and reflective practice. We support children in developing the skills and habits of mind that cultivate a lifelong love of learning. We share our philosophy and practice with others and learn from them.

##### **Prairie Creek works to make the world a better place**

We engage in democratic decision-making and problem-solving where children are empowered to speak their voice and effect change in pursuit of a just and compassionate world. We challenge and prepare one another to understand and actively resist racism and other societal injustices. We nurture a close connection with nature and promote environmental stewardship.

##### **Narrative:**

Prairie Creek's progressive philosophy aligns closely with current research and best practices for developing 21st century skills. The school is a multi-age, active learning environment that fosters creativity, critical thinking, and a passion for learning. The school places a strong emphasis on the value of play, the arts and the development of social and emotional intelligence.

The academic program is centered on a philosophy, rooted in the teaching of John Dewey and other progressive educators that holds that children will construct an understanding of the world from genuine experiences. Consequently, children engage in thematic study and individual projects throughout the school year. Teachers tailor this study to the children's developmental

stages as they progress through the K - 5 program. Interdisciplinary study is aligned to standards through an annual review by teacher professional development committees. Comprehensive literacy and math plans support this work and ensure continuity and opportunity for reading, writing and numeracy to also connect in authentic ways with other subject areas. Prairie Creek has a strong commitment to the arts, and specialists teach all children in the fields of visual art, music and Spanish. A team of teaching assistants provides an additional level of child-centered support in classrooms.

The general education program is supported by a team of three licensed special education teachers and paraprofessionals that serve Individual Education Program Plan needs. The school is developing a tiered program to provide literacy support in the general education setting.

Prairie Creek is committed to a robust model of teacher evaluation. All teachers are supervised and evaluated by the school director and engage in peer coaching through the Q Comp program.

#### **Out-of-School Time Programs:**

The School offers the following out-of-school time programs:

- After School Care: Before and after school care is provided for children. This is a fee-based program

## Exhibit F

### ACADEMIC OUTCOMES / GOALS

#### 1. All Children are Ready for School

##### 1a. Early Literacy Goals

Early-Reading Criteria - Fountas & Pinnell

At Least 70% of kindergarten students will be ready for first grade by reaching F & P level D

At Least 75% of Grade 1 students will be ready for second grade by reaching F & P level J

At Least 75% of Grade 2 students will be ready for third grade by reaching F & P level M

#### II. All Students are Ready for Career and College, Including Third Grade Literacy

##### II. A. Attain Grade-Level Proficiency - All Students State Comparison

MCA - Math (Grades 3 - 5)

PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate.

MCA - Reading (Grades 3 - 5)

PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate.

##### II. B. Attain Grade-Level Proficiency - All Resident District (Northfield) Comparison

MCA - Math (Grades 3 - 5)

PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-FY26 proficiency rate.

MCA - Reading (Grades 3 - 5)

PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-FY26 proficiency rate.

#### III. All Racial and Economic Achievement Gaps between Students are Closed

##### III.A. Attain Grade Level Proficiency - FRP State Comparison

MCA - Math (Grades 3 - 5).

PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate

MCA - Reading (Grades 3 - 5)

PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate

##### III.B. Attain Grade Level Proficiency - FRP Resident District Comparison

MCA - Math (Grades 3 - 5).

PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-26 proficiency rate

MCA - Reading (Grades 3 - 5).

PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-26 proficiency rate

#### **IV. All Students are Ready for Career and College (as Measured by Growth)**

##### **IV.A Meet or Exceed National Growth Norms - Students Below Grade Level Making High Growth**

Math (Grades 1 - 5). FASTBRIDGE

The overall percentage of students identified by Fastbridge in the "some risk" or "high risk" categories will decrease by more than 5% points from fall to spring

Reading (Grades 1 - 5) FASTBRIDGE

The overall percentage of students identified by Fastbridge in the "some risk" or "high risk" categories will decrease by more than 5% points from fall to spring

##### **IV.B Meet or Exceed National Growth Norms - Students at or Above Grade Level Making Medium/High Growth**

Math (Grades 1 - 5) FASTBRIDGE

The overall percent of students identified by FastBridge as at the "grade level benchmark" (low risk - college pathway) will improve by at least five percentage points between fall and spring.

Reading (Grades 1 - 5) FASTBRIDGE

The overall percent of students identified by FastBridge as at the "grade level benchmark" (low risk - college pathway) will improve by at least five percentage points between fall and spring.



## **Exhibit G**

### **Prairie Creek Community School Enrollment & Lottery Policy**

The purpose of this policy is to ensure the practice of a fair and equitable enrollment process and procedures at Prairie Creek Community School that follows all Minnesota state guidelines.

#### **I. Definitions**

Parent – The term “parent” as used in this policy refers to the legal guardian of a student as defined in Minnesota Statute Section 124E.11.

Prairie Creek Community School – Prairie Creek Community School may also be known as PCCS or “the School” throughout this document.

Enrolled – A student will be considered “enrolled” at PCCS upon the completion and return of the Student Enrollment Form.

Enrollment Team - A team that is made up by the Director or Designee and the Office Manager or Designee

#### **II. Open Enrollment**

##### **A. Enrollment Application**

The PCCS enrollment application is only valid for one lottery. If a parent would like to include their child in subsequent lotteries (upon being waitlisted), they must submit a new application. The application is made available by November of the previous school year (online and paper). To be included in the lottery, parents must submit the application by a deadline set by the administration annually, but students can be added to the waitlist at any time during the school year by submitting an enrollment application. A lottery will be conducted for every grade where openings exist and a new waitlist will be established for each grade following the lottery.

#### **III. Lottery Process**

##### **A. General**

When the number of enrollment applications exceeds the number of openings in a particular grade, PCCS will conduct a lottery to determine those students who will be admitted or put on the waiting list. The school will follow the steps outlined below to ensure this procedure is equitable to all applicants. A completed Enrollment Application is required in order to be included in the annual lottery and/or placed on the waiting list. The lottery is open to observation by the public and will be posted in the school calendar and on the website.

##### **B. Enrollment Eligibility**

In order to be eligible to enroll at Prairie Creek Community School in Kindergarten, a student must be age 5 on or before September 1st of the year they will be starting school. In order to be

eligible for first grade, a student must be at least 6 years of age by September 1st of the calendar year for which the student seeks admission or has completed kindergarten.

### **C. Enrollment Preferences**

1. *Siblings* refers to those prospective students who have siblings currently enrolled at PCCS in the academic year in which the lottery is being conducted.
  - a. Any child of a family unit related biologically, by marriage or adoption to one or both parents.
  - b. Any child in 'long-term' placement within a foster care situation with the family of a current student. Note: Parents must provide to PCCS documentation from their case manager, judge or the court.
  - c. In the event that there is one opening in a given grade and the next child on the waiting list has a sibling in the same grade (possibly, but not limited to twins), all sibling children will be admitted and the class size will be increased over the limit only to accommodate these siblings.
  - d. No other children will be admitted from the waiting list until the class size drops to one below the limit. If the sibling is on the waiting list for a different class, they remain on the waiting list until a spot opens up.  
\*Siblings will only be given preference if the enrollment form is turned in by the application deadline.
  
2. Prospective students who are children of PCCS employees will receive enrollment preference provided there is an opening in the grade to which they are applying.
  - a. This admission preference does not apply to children of substitute teachers or independent contractors.

### **D. Process to determine the number of students to be accepted**

1. The administrative team at PCCS will propose and the PCCS Board of Directors will determine the number of openings in each grade, for the next school year by January board meeting of the application year.

### **E. Lottery Procedures**

Prairie Creek Community School will conduct a lottery to determine enrollment and waiting lists at each grade level. Per our sibling preference section of this policy (III.C.2), if there are more siblings of currently enrolled students than there are openings in a particular grade, a lottery amongst the siblings will be conducted before the lottery for all other applicants.

The enrollment lottery shall be open to the public for observation. A notice of the date, time, and location of the enrollment lottery will be posted on our website. The lottery will be conducted by the school Director (or designee), a member of the school board executive committee (Chair, Vice-Chair, Treasurer, or Secretary) and the school office manager. Care must be taken to not disclose private data at the public enrollment lottery (for example, using numbers assigned to enrollment applications instead of using prospective and/or current student names).

Students are admitted to the school in the order in which they are drawn in the lottery, until all available spots are filled. The lottery then continues and establishes the general waiting list for each grade in the order drawn, until all applications are drawn.

All families that are awarded a spot through the enrollment process will be contacted via phone or email. All other families will receive notification of their waiting list position via email or letter.

#### **IV. Waiting List**

Following the lottery, those students who have not been admitted will be placed on a waiting list. Students will remain on the waiting list until they are offered enrollment or their parent/guardian requests they be removed. We will follow the steps outlined below to ensure the procedure is equitable to all applicants.

##### **A. Waiting List Procedures**

1. All students will be assigned an anonymous identifier during the lottery procedures.
2. Families will be notified of their child's waiting list position.
3. Siblings of newly enrolled students are moved up the waiting list when the enrolled student's Student Enrollment Form is received.
4. The waiting list is maintained by the Enrollment Team and updated throughout the year as students are enrolled off of the list.

\*If a sibling of a currently enrolled student or student of a new faculty member submits an application after the lottery, that student will move to the top of the waiting list (behind any other siblings or faculty children currently on the waiting list).

*Note: The Waiting List for Prairie Creek Community School is intended for the sole purpose of enrollment and distribution of information deemed appropriate by PCCS to be of interest to those parties. PCCS will not sell, distribute or otherwise disseminate waiting list information. PCCS will not use this list for solicitation purposes other than to gather interest and involvement in those things related to enrollment, expansion or related interests at PCCS.*

#### **V. Enrollment of New Students after the Lottery**

Openings for grades K - 5 will be filled on a grade level basis.

### **A. Confirmation of Opening**

The Enrollment Team will be notified when a position is open once the school:

1. Receives confirmation that a family is declining an enrollment offer.
2. Receives a withdrawal notification in writing from parent(s) or confirmed enrollment from another school.

### **B. Contact Next on Waiting List**

As a space becomes available, the Enrollment Team will contact the first student next on that grade's waiting list who has not already been contacted for the current school year via email and phone. Once a parent has been contacted, they must respond within two (2) business days in order to accept the position or the Enrollment Team will offer the position to the next student on the list.

### **VI. Open enrollment spots**

When a student is unenrolled at PCCS for any reason, their spot will be offered to the next student on the waiting list.

### **VII. Student Withdrawal**

When a student withdraws from PCCS, a parent should notify the Enrollment Team of the withdrawal.

In the event that another school requests a transfer of an enrolled student's records but PCCS has not been notified by the student's parent or guardian of an intent to unenroll the student from PCCS, an attempt shall be made to contact the student's parent or guardian for clarification. If the parent or guardian cannot be reached, PCCS shall consider the student to be unenrolled.

### **VIII. Non-Discrimination**

It is the policy of the School Board of PCCS School District No. 4090 to comply with federal and state laws prohibiting discrimination to the end that no person protected by such law shall, on the grounds of race, color, nationality, ethnic origin, religion, gender, marital status, sexual orientation, status with regard to public assistance, age or disability (hereinafter "protected class status") be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any educational program, or in employment, or recruitment, consideration, or selection, whether full time or part time under any educational program, employment or activity operated by the district.

### **Legal References**

Minnesota Statute Section 124E.11<sup>1</sup>

<sup>1</sup> <https://www.revisor.mn.gov/statutes/cite/124E.11>

## Exhibit H

### **GOVERNANCE AND MANAGEMENT PLAN PRAIRIE CREEK COMMUNITY SCHOOL**

The School is operated by a Board of Directors, elected in accordance with its bylaws.

The Board of Directors delegates the day-to-day management of the school to an administrator who is hired and supervised by the Board of Directors.

The Board of Directors employs and contracts with necessary teachers, as defined by Minn. Stat. 122A.15, Subd. 1, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed at the School are treated by the School as public school teachers for the purposes of Minn. Stat. chapters 354 and 354A.

The Board of Directors employs necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

The Board of Directors may discharge teachers and non-licensed employees.

The Board of Directors decides matters relating to operations of the School including, but not limited to, budgeting, curriculum, and operating procedures. The Board of Directors delegates to the school administrator the operational decisions made by the Board of Directors.

The Board of Directors shall implement a governance plan whereby it regularly, but no less than annually, evaluates: academics – whether the school is improving student achievement; finances – whether the school is fiscally sound; and operations – whether the school is well-managed and legally compliant; and shall include summaries of its evaluations in board minutes.

The Board of Directors shall adopt a policy, plan, budget and process consistent with Minn. Stat. 120B.11 to review curriculum, instruction, student achievement, and strive for the world's best workforce.

The Board of Directors shall review its strategic plan annually. As part of its strategic plan: (1) the Board of Directors will adopt and implement the World's Best Workforce Plan for the School, (2) the Board of Directors will implement a financial plan to maintain a 25% fund balance.

## **Exhibit I**

### **ADMINISTRATION AND OPERATIONS PLAN PRAIRIE CREEK COMMUNITY SCHOOL**

#### **Administrator:**

The Board hires an administrator who manages the day-to-day operations of the School. Responsibilities include: (1) implementing the mission and philosophy of the School; (2) maintaining the academic integrity of the school; (3) oversight of the operations of the School, faculty, and staff; (4) ensuring the curriculum furthers the mission of the School; (5) oversight of instruction, accountability and student management.

The administrator ensures that the culture and mission of the School are clear to all stakeholders.

The administrator also facilitates development of the School's culture. The administrator reports to the Board.

#### **Faculty:**

The faculty implements the progressive education mission of the school. They ensure that the inquiry -based curriculum is designed to meet Minnesota State Standards.

#### **Chief Financial Officer**

The chief financial officer is responsible for all financial matters at the School. The business manager has a strong background in school finance and reporting and oversees the budget and preparation of necessary reports. The chief financial officer reports to the administrator and the Finance Committee of the Board of Directors.

## **Exhibit J**

### **FINANCIAL MANAGEMENT PLAN PRAIRIE CREEK COMMUNITY SCHOOL**

The Board is trained in financial oversight. The Board treasurer and finance committee members receive additional training to ensure comprehensive understanding of charter school finance and oversight.

The Board monitors and evaluates the School's recordkeeping, controls, and financial position.

Specifically: (1) the Chief Financial Officer reports at all Board meetings regarding the School's financial position, including current and forecast positions, and makes related recommendations; (2) the Board Treasurer reports at all Board meetings regarding all disbursements made, cash flow, balance, additional relevant financial data, and its monitoring of the School's recordkeeping and control processes; and (3) the Board Treasurer and School Leader meet regularly with the Chief Financial Officer to monitor school finances on a regular and ongoing basis. Significant developments that adversely impact the School are immediately brought before the Board.

The Board retains an external auditor on an annual basis to review the School's internal controls and processes. The Board initiates and monitors corrective action to ensure that noted deficiencies, if any, are addressed and will not result in repeat findings in subsequent audits

**Exhibit K**  
**Board Member Assurance Statements**

Signed agreements from Charter School Board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools per Minnesota Statutes, section 124E.10, Subdivision 1(a)(6). See the following pages.

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

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This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

Donald F. Findlay  
Signature

Donald F. Findlay  
Print name

Community Board Member  
Board position

3/24/2021  
Date

6/30/2022  
Date term expires



**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

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Signature

**Beth Molitor**

Print name

**Parent member**

Board position

**3/26/2021**

Date

**May 2023**

Date term expires

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

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Molly McGovern Wills

Signature

Molly McGovern Wills

Print name

Teacher Member

Board position

3/26/2021

Date

Summer 2022

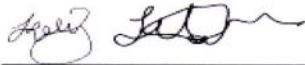
Date term expires

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

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Signature

---

Kelsey Fitschen-Hemmah

Print name

---

Treasurer/Teacher Member

Board position

---

3/26/2021

Date

---

6/30/2023

Date term expires

Prairie Creek Community School  
27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640

Authorizer: Northfield Public Schools

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Bonnie Jean Flom  
Signature

Bonnie Jean Flom  
Print name

Vice Chair  
Board position

03-24-21  
Date

06-30-2021  
Date term expires

Prairie Creek Community School  
27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640

Authorizer: Northfield Public Schools

---

This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

Benjamin Miller  
Signature

Benjamin Miller  
Print name

Board Chair  
Board position

3/24/21  
Date

6/30/21  
Date term expires

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

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This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

Lisa Percy  
Signature

Lisa Percy  
Print name

Community Member, Secretary  
Board position

3-29-21  
Date

6/2021

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

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This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

*Christine Williams*

Signature

Christine Williams

Print name

Member

Board position

3/24/2021

Date

6/30/2023

Date term expires

**Prairie Creek Community School**  
**27695 Demark Avenue, Northfield, Minnesota 55057 T:507.645.9640**

**Authorizer: Northfield Public Schools**

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This signed agreement affirms my commitment as a member of the Prairie Creek Community School board that I will comply with all federal and state rules and laws governing organizational, programmatic and financial requirements applicable to charter schools even if that means actively researching current state and/ or federal rules, laws and other requirements. I understand that I may be held liable if your school does not comply.

*Shelly Dickinson*

\_\_\_\_\_  
Signature

Shelly Dickinson

\_\_\_\_\_  
Print name

Parent

\_\_\_\_\_  
Board position

3/29/2021

\_\_\_\_\_  
Date



**Exhibit L**

(Name of School)

(Date of Report)

**Charter School Closing Checklist & Plan**

**IMPORTANT: THIS DOCUMENT IS NOT AN EXCLUSIVE LIST OF ALL ACTIONS NECESSARY TO CLOSE A SCHOOL AND IS NOT A SUBSTITUTE FOR LEGAL ADVICE.**

**CHARTER SCHOOLS SHOULD CONSULT WITH LEGAL COUNSEL.**

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p><b>Involuntary Closure:</b></p> <p>___ Frequently Asked Questions. Create Q &amp; A including summary of closure process, summary of transition steps, etc.</p> <p>___ Notice of Final Determination. Provide notice to school and Minnesota Department of Education.</p> <p>___ Press Release. Issue press release which includes brief history of school closure process, reason(s) for closure, and identifies press point person.</p> <p>___ Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer.</p> <p>___ Offer assistance as appropriate to school board.</p> <p>___ Updates. Request periodic updates of closure progress.</p> <p>___ Request file log (identifying file name, date transferred, school transferred).</p>				
	<p><b>Voluntary Closure:</b></p> <p>___ Closure Checklist. Provide additional copies of closure checklist and plan to school, highlight family transition and student records transfer.</p> <p>___ Offer assistance as appropriate to school board.</p> <p>___ Updates. Request periodic updates of closure progress.</p> <p>___ Request file log (identifying file name, date transferred, school transferred).</p>				

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completi on Date	Status
<b>CHARTER SCHOOL RESPONSIBILITIES</b>					
<b>Organizational</b>					
1	<p><b>Establish School Board Committee for wind-up/transition</b></p> <p>___ Designate School contact person(s) to send and receive communications.</p> <p>___ Assign tasks/action items to employees or School Board members.</p> <p>___ Provide contact information and list of employees/School Board members and correspondent responsibilities to the District.</p>				
2	<p><b>Terminate Contracts/Cancel Programs Beyond Termination Date</b></p> <p>Take appropriate action to terminate any contracts or cancel any programs extending beyond the charter termination.</p>				
3	<p><b>Reserve Funds</b></p> <p>Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting and other expenses to dissolve the school.</p>				

4	<p><b>Maintain Communications and Identifiable Location</b></p> <p>Notify the landlord that during the wind-up of the School's affairs, it is anticipated that the School Board will use the School Facility, and access thereto should be maintained, even if only by advance notice in order to access assets, etc. In the event the landlord sells or rents the School Facility before the winding up of the School's affairs, the School must relocate its business records and remaining assets to a location <i>with operational telephone service with voice message capability, and maintain custody of business records until all business and transactions are completed, and the School corporation dissolved.</i></p>				
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Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
5	<p><b>Designation of Records Custodian</b></p> <p>___ The school must designate a contact person for student and financial records for two years after closure.</p> <p>___ Provide the District with a copy of the notice.</p>				
<p><b>Notification s and Further Actions</b></p>					
6	<p><b>Notification to Parents/Guardians</b></p> <p>Notify parents/guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following:</p> <p>___ Date of the last day of regular instruction.</p>				

	<p>___ Information and offer assistance sufficient to enable the student to re-enroll in another school.</p> <p>___ List of and contact information for the charter, public and private schools in the area.</p> <p>___ Date of optional school fair, coordinated by the School with representatives of area schools.</p> <p>___ Provide the District with a copy of the notice.</p>				
7	<p><b>Final Report Cards and Student Records Notice</b></p> <p>Within 7 days after end of classes, provide parents / guardians with copies of final report cards and notice of where student records will be sent and specific contact information.</p> <p>___ The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the School's district of location to have the student's educational records transferred to the new school.</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
7	<p>___ Student records sent to the student's new school upon the new school's request.</p> <p>___ After the school closes, and unless the student's records are requested by another school, the remaining student records will be sent to each student's school district of residence.</p> <p>___ Provide the District with a copy of the notice.</p>				
8	<b>Transfer of Student Records and Testing Material</b>				

<p>If the parents do not request transfer of records to a specific school, student records must be sent to the student's resident district.</p> <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP/Committee on Special Education meetings/progress reports.</p> <p>Testing material, including scores, test booklets, etc. required to be maintained by the School and must also be forwarded to the new school.</p> <p>No later than 10 business days after the School closes, send student records to the new school, including:</p> <ul style="list-style-type: none"> <li>___ Individualized Education Programs (IEPs) and all records regarding special education and supplemental services, where applicable,</li> <li>___ student health/immunization records</li> <li>___ attendance records</li> <li>___ grades</li> <li>___ assessments/testing information</li> <li>___ credits earned</li> <li>___ MARSS numbers, and</li> <li>___ all other student records.</li> <li>___ If a student's record contains formal disciplinary records, provide notice to the student and student's parent/guardian that the records will be transferred as part of the student's educational record. NOTE: THIS REQUIRES AN INDIVIDUAL/FILE BY FILE REVIEW.</li> </ul>				
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Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<ul style="list-style-type: none"> <li>___ To the extent that scores, etc. will come into existence after the end of classes, arrangements should be made with</li> </ul>				

	the testing agent to forward such material to the new school.				
9	<p><b>Notification to School Districts/Area Schools</b></p> <p>Notify resident school district and area schools that:</p> <p><input type="checkbox"/> The school is closing on (date).</p> <p><input type="checkbox"/> They will be getting students.</p> <p><input type="checkbox"/> Provide a phone number/contact person to call for records.</p> <p><input type="checkbox"/> If applicable, notification regarding cessation and transportation services should be provided.</p> <p><input type="checkbox"/> Provide the District with a copy of the notice.</p>				
10	<p><b>Notification of Funding Sources / Charitable Partners</b></p> <p>All sources of the School's operational funding must be notified in writing of the closure of the School, including any charitable partners.</p> <p><input type="checkbox"/> The School should not incur additional liability; however, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure.</p> <p><input type="checkbox"/> Charities with property on the premises of the School should be notified to remove same as soon as possible or after end of classes, whichever is appropriate.</p>				
11	<p><b>Notification of Contractors and Termination of Contracts</b></p> <p>Within 30 days, formulate a list of all contractors with contracts in effect; the list should briefly describe the service and whether any property is related to the contract (e.g., photocopier lease).</p> <p><input type="checkbox"/> Notify the contractors regarding cessation of school operations.</p> <p><input type="checkbox"/> If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain e.g., copying machines, water coolers, other rented property.</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>___ Provide the District with a copy of such notice.</p> <p>___ Retain records of past contracts with proof that they were fully paid. (See Records Retention below.)</p> <p>___ Telephone, gas, electric, water, insurance (premises and D&amp;O insurance should remain operative through the end of classes and to the extent necessary to wind up the School's affairs beyond that time.</p> <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed.</p>				
12	<p><b>Notify MDE/Schedule State Audit</b></p> <p>Notify Minnesota Department of Education and schedule MDE audit, as applicable.</p>				
13	<p><b>Notification of Employees and Benefit Providers</b></p> <p>After an employee termination date is established, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees.</p> <p>Notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e., COBRA), including:</p> <p>___ health care / health insurance;</p> <p>___ life insurance;</p> <p>___ dental plans;</p> <p>___ eyeglass plans;</p> <p>___ cafeteria plans;</p> <p>___ teacher retirement plans; and</p> <p>___ other.</p>				

	<p>Specific rules and regulations may apply to such programs – Consult legal counsel.          Employees should be notified of eligibility for Minnesota Unemployment Insurance pursuant to any applicable laws and</p>				
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Charter School Closure Plan

<b>Item</b>	<b>Action Items</b>	<b>Person(s) Responsible</b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>	<b>Status</b>
	<p>Regulations. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the end of classes, and additional reserve funds should be set aside.</p>				
14	<p><b>Notification re: Transportation Services</b></p> <p>As required by the contractual notice requirements, cancel school district or private transportation services</p>				
15	<p><b>Notification Regarding Lawsuits</b></p> <p>Within 5 days after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board of School employees, notify the District and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep the District informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>				
<b>Assets, Insurance, Liquidation</b>					



16	<b>Withholding</b>  <input type="checkbox"/> Pay Federal withholding tax. <input type="checkbox"/> Pay State withholding tax.				
17	<b>Payroll</b>  <input type="checkbox"/> Pay Staff through last day of employment.				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
18	<b>List of Creditors and Debtors: UCC Search</b>  <input type="checkbox"/> Formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. This list is not the same as the contractor list, above, but may include contractors, which should be listed. <input type="checkbox"/> Perform a UCC search to determine if there are any secured creditors and to what assets security interests are attached. <input type="checkbox"/> Provide a copy of the list of creditors to the District with the amount owed to each creditor thereon and the amount owed by each debtor.				
19	<b>Notification to Creditors</b>  Notify all creditors of its closure.  The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties.				

	To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible. Consult Legal Counsel.				
20	<b>Notification to Debtors</b> Within thirty (30) days the School must contact all debtors and demand payment. Debtors include persons who owe the school fees or credits, lessees or sub-lessees of the School, and any person holding property of the School.				
21	<b>Reconciliation with District(s)</b> The School must reconcile its billings and payments with the districts, including special education payments.				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
22	<b>School Wind-Up Plan and Action</b> The School shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of trustees. Priority should be given to continuing the School's educational program through the end of the charter termination and retaining funds to complete the wind-up process. ___ The initial plan should be adopted within 20 days of and be updated at least twice per month. ___ Termination of non-essential personnel and cancellation of non-essential services prior to end of classes. ___ Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments).				

	<p>___ Auction / sale of assets in a manner that avoids conflicts of interest and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors.</p> <p>___ Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and for dissolution in accordance with Minn. Statute 124.D10.</p> <p>___ Cancellation of corporate credit cards and lines of credit.</p> <p>___ Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School.</p> <p>___ Status reports on the implementation of the School Wind-Up Plan to be submitted to the District through Interim Statements and a Final Statement (below).</p>				
23	<p><b>Protection of Assets; Insurance</b></p> <p>The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration.</p> <p>___ Existing insurance coverage should be maintained on the assets until the disposal of such assets.</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<p>___ Continue existing insurance for School Facility, and other assets until (1) disposal or transfer of real estate or termination of lease, and</p> <p>(2) disposal, transfer or sale of other assets are sold, respectively.</p> <p>___ Negotiate School Facility insurance with entities that may take possession of School Facility – landlord, mortgagors: bond holders, etc., if possible.</p> <p>___ Appropriate security services should be obtained or maintained.</p>				

	<p>___ Action may include moving assets to secure storage after closure or loss of the School Facility.</p>				
24	<p><b>D&amp;O Insurance</b> Maintain existing directors and officers liability (D&amp;O) insurance, if any, until final dissolution of the School.</p>				
25	<p><b>Inventory</b> No later than 30 days prior to end of classes, <u>all</u> of the School's assets must be inventoried and/or its inventory updated.</p> <p>___ All assets of the School, (not just assets over a certain dollar value) must be inventoried.</p> <p>___ Separately identify assets purchased with federal grant funds.</p> <p>___ Provide the District with a copy of the inventory.</p> <p>___ Identify assets belongs to other entities (school district, county, municipality, health department, sponsoring foundation, vendors, PTA, etc.), including those borrowed or loaned.</p> <p>___ Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest.</p> <p>___ Return assets not belonging to School and document same.</p>				
26	<p><b>Liquidation of Assets</b> ___ Federally purchased property may not be sold to pay creditors and, according to specific program guidance, must either be returned to the awarding agency or distributed for similar use to another eligible entity. Assets purchased with federal grant funds may be given to other charter schools.</p>				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
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	<p>___ Assets not purchased with federal grant funds must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest, the secured party should be contacted.</p> <p>___ Assets valued at \$100,000 must be advertised and disposed via sealed bid.</p> <p>___ Assets valued between \$25,000 - \$100,000 must obtain at least two bids before disposition.</p> <p>School Board members and their relatives as well as employees and students of the School may participate in any auction/sealed bidding process provided the party has disclosed his/her relationship to the School Board and the disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.</p> <p><i>School Board members, their relatives, employees and students of the school may not purchase school assets other than through auction or sealed bid.</i></p>				
27	<p><b>Interim / Final Statements</b></p> <p>No later than 10 days after end of classes, prepare, and submit to the District an interim statement of the final status of all contracts and other obligations of the School and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing:</p> <p>___ all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School outstanding, including principal and accrued interest, as of the date of the interim report; and</p> <p>___ all amounts owed to the School by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and</p>				

	<p>___ all income generated through sale or auction of assets and any other change in status of assets. The School will prepare and submit such statements at 30 day intervals until the final statement (below) is prepared and submitted.</p>				
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Charter School Closure Plan

<b>Item</b>	<b>Action Items</b>	<b>Person(s) Responsible</b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>	<b>Status</b>
28	<p><b>Final Statement</b></p> <p>No later than 10 days prior to the filing of a dissolution proceeding, the School shall prepare a final statement of the status of all contracts and other obligations of the School, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing:</p> <p>___ all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and</p> <p>___ each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and</p> <p>___ statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and</p> <p>___ each remaining debtor of the School and the amounts owed by each debtor, including principal and accrued interest.</p> <p>___ This statement is in addition to the final Financial Statement Audit (below).</p>				
Corporate Records /					

<b>Accounting</b>					
<b>29</b>	<b>Final Financial External Audit</b>  The School must have an external audit performed in accordance with applicable law. ___ File as requested by Minn. Statute 124E.16				
<b>30</b>	<b>Charter Reports; Final Annual Report</b> During the course of the wind-up process, the School must comply with its reporting or notice obligations under the charter (including, but not limited to, resignations of Board members, etc.), and its reporting and notice obligations.				

Charter School Closure Plan

<b>Item</b>	<b>Action Items</b>	<b>Person(s) Responsible</b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>	<b>Status</b>
<b>31</b>	<b>Closeout of State and Federal Grants</b> State, federal and other grants must be closed out, including:  ___ Notification to the grant entity of the School closure; and ___ Filing of any required expenditure reports or receipts and any required program reports.				
<b>32</b>	<b>IRS Status; Reports</b> ___ Notification to IRS regarding any address change of the School; and ___ Filing of required tax returns or reports (e.g., IRS form 990 and Schedule A) for school year in which school ceases operation. ___ Notify the IRS of dissolution of the education corporation and its 501 (c) (3) status. ___ File final tax returns or reports.				

33	<b>Minnesota Charitable Organization Report</b> <input type="checkbox"/> Notification re: Any change of address. <input type="checkbox"/> Filing of return for school year in which school ceases operation. <input type="checkbox"/> File final report.				
34	<b>Corporate Records</b> In all cases, the School Board shall maintain all corporate records related to: <input type="checkbox"/> Loans, bonds, mortgages and other financing; <input type="checkbox"/> Contracts; <input type="checkbox"/> Leases; <input type="checkbox"/> Assets and asset sales; <input type="checkbox"/> Grants – records relating to federal grants must be kept in accordance with 34 CFR 8042. <input type="checkbox"/> Governance (Minutes, by-laws, policies); <input type="checkbox"/> Employees (background checks, personnel files); <input type="checkbox"/> Accounting/audit, taxes and tax status, etc; <input type="checkbox"/> Personnel;				

Charter School Closure Plan

Item	Action Items	Person(s) Responsible	Target Completion Date	Actual Completion Date	Status
	<input type="checkbox"/> Employee benefit programs and benefits; and <input type="checkbox"/> Any items listed in this Closure Plan.  Any and all records not previously sent to the school district must be retained by a designated school representative.  <input type="checkbox"/> Notify the District of name and address where all records not sent to the school district are retained.				
<b>Dissolution</b> /					



<b>Final Distribution of Assets</b>					
<b>35</b>	<p><b>Dissolution</b></p> <p>The School Board must follow the dissolution provisions provided by Applicable Law.</p> <p>___ Board adopts intent to dissolve resolution, which includes a plan of dissolution.</p> <p>___ Secure any required affirmation/approvals.</p> <p>___ File notice of intent to dissolve with Minnesota Secretary of State.</p> <p>___ File notice with Minnesota Attorney General's office.</p> <p>___ Publish notice for unknown creditors and provide written notice to known creditors or provide written notice.</p> <p>___ Distribute Assets</p> <p>___ Board approves Articles of Dissolution and files with Secretary of State and submits copy to the District.</p>				

Charter School Closure Plan

<b>Item</b>	<b>Action Items</b>	<b>Person(s) Responsible</b>	<b>Target Completion Date</b>	<b>Actual Completion Date</b>	<b>Status</b>
<b>36</b>	<p><b>Final Distribution of Assets</b></p> <p>All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets</p>				

<p>held subject to lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p> <p>Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools.</p> <p>___ An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient.</p> <p>___ In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations. <i>See 34 CFR, Part 80, subparts C and D.</i></p>				
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Charter School Closure Plan

**[SCHOOL NAME]  
STUDENT RECORD TRANSFER LOG**

	NAME OF STUDENT LAST, FIRST	MARSS #	WHERE District	WHO Name of Individual	DATE mm/dd/yy
1					
2					
3					
4					
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## **Exhibit M**

### **Continuing Oversight – Accountability**

The District evaluates its charter schools in three primary areas:

1. Academic Performance
2. Fiscal Performance
3. Operations and Legal Compliance

**Academic Performance:** Is the School improving all student achievement?

Academic Performance is evaluated based on six criteria: Absolute Proficiency, Comparative Proficiency, Growth, Achievement Gap, World's Best Workforce Plan and Governance.

**Absolute Proficiency:** Expecting proficiency for each student, the District evaluates the percentage of students meeting or exceeding state standards on the state assessment tests.

**Comparative Proficiency:** Expecting each charter school to fulfill its statutory obligation to improve student performance, the District evaluates how well the charter school performs compared to state average performance, a charter school of similar size and mission and to a district elementary that charter school students would otherwise likely attend.

**Growth:** Expecting growth for each student, the District evaluates the growth each student achieved on the state and other assessments.

**Achievement Gap:** Expecting all students to achieve academic success, the District evaluates the degree to which students receiving Special Education services achieve the same proficiency rates as students not qualifying for Special Education services on the state assessments.

**World's Best Workforce Plan:** The District evaluates how well the School performs on annual goals set in the World's Best Workforce Plan.

**Academic Governance:** The District evaluates the school board's demonstration that it critically evaluates and strategically leads academic performance.

**Fiscal Management:** Is the School fiscally sound?

Fiscal Performance is evaluated based on multiple criteria: External Audit, Fund Balance, State Finance Award, and Governance.

**External Audit:** The District evaluates external audits and expects its schools to work towards elimination of deficiencies.

**Fund Balance:** The District evaluates a school's fiscal health based on its ability to pay unforeseen expenses.

**State Finance Award:** The District considers whether a charter school has received the Minnesota Department of Education Finance Award, which recognizes sound fiscal health and management policies and procedures.

**Governance:** The District evaluates the school board's demonstration that it pre-approves and maintains a balanced budget; reviews monthly and annual budget reports and requires explanation for out-of-budget spending; receives required board training; and has adequate time to review board materials.

**3. Operations and Legal Compliance:** Is the School well-managed and legally compliant?

Operations and Legal Compliance is evaluated based on four criteria: Compliance with Applicable Law, Minnesota Department of Education Audit results, Charter Contract Reporting Obligations, and Leadership.

Charter schools must comply with applicable laws, such as admissions, teacher licensing, and special education requirements. The District evaluates the degree to which the school complies with these requirements.

Effective operations and governance are fundamental to a quality charter school. Consequently, the District evaluates effective operations through annual site visits, reviews board minutes, discussions with staff and stakeholders, MDE audit results, and adherence to charter requirements.

The District regularly monitors and evaluates other measures of school performance such as, near-term and long-term fiscal health indicators. These measures inform the District oversight but general are not used in determining charter renewal unless the measures impact charter school obligations contained in the charter contract.

**Exhibit N**

**CHARTER SCHOOL RENEWAL EVALUATION**

Name of Charter School: Prairie Creek Community School  
Name of Authorizer: Northfield Public Schools (District)  
Date Current Contract Expires: June 30, 2021  
Term of Current Contract: five Years (Charter Contract Section 12.1)  
Date of this Report: April 1, 2021  
Person to Contact Regarding this Report: Dr. Matt Hillmann  
Phone: 507-663-0629  
Fax: 507-663-0611  
Email: mhillmann@northfieldschools.org

Article VI of the charter contract between the District and the School sets forth the fiscal and student metrics and evaluation processes: the school agreed to the academic goals set forth in its application, to comply with reporting requirements, and to provide regular academic and financial reporting to the District. In addition, contract section 6.7 provides that the District would perform site visits as an additional evaluation tool, and contract section 6.19 specifies that District may contract with third parties to perform oversight functions. The District has performed oversight functions with its own staff. Consequently, information contained in this report is based on data on file with the Minnesota Department of Education; data on file with the authorizer; site visits performed by the District and meetings or activities attended by the District.

**Executive Summary**

Prairie Creek Community School is currently in its 19th operating year and has maintained a steady 180+ enrollment during the current contract period. PCCS has a strong FY20 fund balance of \$714,733 (33.2% of annual expenditures)

Prairie Creek's most recent (2020) external audit contains no material weakness, significant deficiency, or finding of any kind. Prairie Creek has also received the state finance award, that recognizes fiscal compliance and reporting obligations, annually for the past eight years.

Prairie Creek's academic performance has been consistently strong throughout the contractual period. The School achieved 85% of its charter contract academic goals.

The District believes these factors warrant a five-year renewal, the maximum allowed by law.

## GENERAL INFORMATION

The District granted a charter to PCCS in 2002 for grades K-5 to serve the Northfield area. PCCS transitioned from a private school and opened in the fall of 2002 as a public charter school with grades K-5.

Section 12.1 of the contract between The District and the School sets forth the term of the contract, and specifies that it terminate June 30, 2021. Article X sets forth the revocation and non-renewal provisions. The District has not issued any letters of concern or notice of intent to revoke/non-renew the contract.

	16-17	17-18	18-19	19-20
Enrollment (K-5)	180	180	179	179
Average Daily Membership	179.93	179.78	178.52	179

*Prairie Creek Community School is fully enrolled at 180 students in 2020/21 and maintains a waitlist for open spots.*

### Key Demographic Trends (Data from Minnesota Report Card)

PCCS Students	16-17	17-18	18-19	19-20
Enrollment (K-5)	180	180	179	179
American Indian/ Alaska Native	0 (0%)	0 (0%)	0.0%	0%
Asian	5 (2.7%)	4 (2.2%)	3 (1.7%)	3 (1.7%)
Black/African American	6 (3.3%)	4 (2.2%)	5 (2.8%)	3 (1.7%)
White	155 (86.1%)	157 (87.2%)	154 (86.0%)	155 (86.6%)
Hispanic	3 (1.7%)	4 (2.2%)	4 (2.2%)	7 (3.9%)
Native American / Pac. Islander	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Two or More Races	11 (6.1%)	11 (6.1%)	13 (7.3%)	11 (6.1%)
Students of Color	25 (13.9%)	23 (12.8%)	25 (14.0%)	24 (13.4%)

Free and Reduced Lunch	28 (15.6%)	29 (16.1%)	25 (14.0%)	22 (12.3%)
English Language Learners	0 (0%)	0 (0%)	0 (0.0%)	0 (0.0%)
Special Education Status	30 (16.7%)	29 (16.1%)	46 (25.7%)	42 (23.5%)

### Parent Satisfaction

Each spring (excluding the pandemic spring of 2019), PCCS distributes a parent engagement and satisfaction survey to parents/guardians of PCCS students.

The table below shows the average score for the four survey domains. The average rating for all four domains fell between the “Agree” (a rating of 3) and “Strongly Agree” (a rating of 4) response options.

### Average Response on Parental Engagement and Satisfaction Survey over Time

Domain	2016-2017	2017-2018	2018-2019	2019-2020
Community and Climate	3.72	3.78	3.82	No Survey administered
Curriculum and Learning	3.55	3.66	3.65	
Faculty and Staff	3.67	3.77	3.81	
Governance and Administration	3.76	3.72	3.69	

### Achievement of Purposes

As stated in its application, the School was established to achieve multiple purposes. The primary purpose is to improve all pupil learning and all student achievement. The identified multiple secondary purposes and evaluation of each follow: (1) Increase learning opportunities for all students, (2) Encourage the use of different and innovative teaching methods, (3) Require the measurement of learning outcomes and create different and innovative forms of measuring outcomes, and (5) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.



### **1. Increase learning opportunities for all pupils**

To increase student learning opportunities, the school maintains small class size and responds to the academic and social/emotional needs of all children. Students are given unique experiential learning opportunities through personal projects, thematic study, arts residencies and environmental learning activities.

### **2. Encourage the use of different and innovative teaching methods**

The progressive education teaching philosophy aligns with best practices for 21st century student learning. Teachers incorporate play, the Habits of Mind, Responsive Classroom and constructivist pedagogy into their instructional practice. Math instruction is enhanced by Lesson Study professional development whereby teachers design math instruction to support conceptual understanding at a deeper level.

### **3. Require the measurement of learning outcomes and create different and innovative forms of measuring outcomes**

Over the course of the contract period, the school established innovative measuring outcomes. Academic and non-academic goals are established for each child at a fall parent/student/teacher conference. Beyond state accountability measured detailed in this report, progress is monitored through formative assessments in math and literacy and a variety of measures including work samples, portfolios, reports, projects and performance in thematic study areas. Narrative reports that detail student progress are provided to families at the winter and spring conferences.

### **4. Create new professional opportunities for teachers including the opportunity to be responsible for the learning program at the school site**

Student learning is designed by teachers in an innovative community of professional collaboration. Teachers team in professional development committees that review standards and best practices across the curricular areas. These committees meet and plan the weekly two hour professional development sessions for faculty. In addition, the teaching staff participated in two days of professional development at the end of the year for reflection on the year's work and goal setting focused on the mission and purpose of the school. The staff also participates in four days of workshops prior to the start of the school year. The faculty functions as an authentic learning community with teacher leadership employed to develop workshops related to academic and non-academic goals.

During the 2019-2020 school year, the faculty participated in a professional development committee process. Each committee has three classroom teachers, with the Director, the special education teachers and the part-time specialists joining as interest and time allow. During a meeting in September, the teachers took the entire list of professional development goal areas and topics that had been determined during faculty retreat in June and work week in August and divided them out among the three committees. They set aside one Wednesday meeting per month

for committees to meet. During these meetings, the committees planned upcoming professional development and school events. The committee assigned a particular topic was responsible for leading the Wednesday meeting(s) on that topic or finding a speaker or facilitator to lead. Each committee planned to facilitate about one meeting per month. Committees prioritized the list of tasks to reflect their relative importance. In the 2020 - 2021 school year, professional development time was adjusted to respond to the pandemic. There was a focus on designing and implementing instruction for the different learning models that were used throughout the year.

Weekly professional development meetings included all teaching staff. Some teachers also participated in specialized professional development outside of the regular weekly session. In 2018, Prairie Creek Community School was honored with the Minnesota Association of Charter School's Innovation Award for its innovative and teacher powered professional development design.

Conclusion: the School has implemented its stated purposes; consequently, the School fulfilled its statutory obligation (to achieve at least one statutory purpose).

#### **CONTRACT FULFILLMENT: FINANCIAL PERFORMANCE**

Section 6.11 of the contract between The District and the school requires the school to publish on its website an external audit by December 15 of each year and to comply with program, financial, and compliance audits conducted by MDE.

**External Audits:** The school's external audits completed during the contract period reveal no deficiencies.

**State Finance Award:** For the contract term, the District notes that the school received the State Finance award in 2017, 2018, 2019 and 2020 which recognizes compliance with reporting obligations and a positive fund balance.

**Financial Governance:** Records on file with The District demonstrates that the School's board approves its annual budget and monthly financial reports that demonstrate adherence to or deviation from budget; the school contracts its payment processing and generally promptly pays its bills and is not delinquent on payroll taxes or pension payments. In addition, the school has timely filed its required reports.

**Revenues & Expenditures:**

	FY 17	FY18	FY19	FY20
Total Revenue	\$2,017,947	\$2,135,763	\$2,154,665	\$2,200,559
Total Expenses	\$1,984,729	\$2,119,022	\$2,138,539	\$2,168,516
Annual Surplus/Deficit	\$33,218	\$16,741	\$16,126	\$32,043
Cumulative Fund Balance	32.9%	31.6%	32.1%	33.2%

PCCS has steadily built a strong fund balance reserve, finishing FY20 with a fund balance of \$714,733 (33.2% of annual expenditures) which has kept the school fiscally sound and well positioned to weather unforeseen events. The audited Financial Statements for the year ending June 30, 2020 show General Fund total revenue at \$2,200,559 and General Fund total expenses in the amount of \$2,168,516 resulting in a Net Income of \$32,043.

CliftonLarsonAllen, an independent auditor conducts PCCS's financial analysis. PCCS submits audited financial statements to Northfield Public Schools and the Minnesota Department of Education on or before December 31 each year.

**FISCAL MANAGEMENT - CONCLUSION:**

Prairie Creek has healthy enrollment and fund balance, reflecting solid fiscal sustainability. External audit findings of the past have been corrected and the school has had two years without any findings. In addition, the School received the state finance award the past four years. Review of Board meeting minutes indicates the board pre-approves and maintains a balanced budget; reviews monthly and annual budget reports and explanations for out-of-budget spending; and reviews financial reports.

**CONTRACT FULFILLMENT:  
ACADEMIC PERFORMANCE**

**Student Academic Growth – Progress Over Time**

**2016 - 2021 Contractual Goals**

**Goal 1: State Assessments (30% weight – 10% per Sub Goal)**

**Sub Goal 1.1: Absolute Proficiency:**

By the conclusion of FY2021, the school-wide proficiency rate for students who have been in the school for at least three consecutive years will meet or exceed the state average proficiency for all students for math and for reading. (10%)

		<b>PCCS</b>	<b>State</b>
<b>Math</b>	2017	67.4%	59.2%
	2018	61.4%	57.7%
	2019	70.5%	55.5%
	2020	No state assessments	No state assessments
	2021		
<b>Reading</b>	2017	73.0%	60.6%
	2018	71.6%	60.4%
	2019	70.5%	59.7%
	2020	No state assessments	No state assessments
	2021		

*Result: Goal Met*

**Sub Goal 1.2: Comparative Proficiency:**

a. During the contractual period, the School will demonstrate, on average, higher school wide proficiency rates in math and reading than New Discoveries Montessori Charter School. (5%)

		<b>PCCS</b>	<b>New Discoveries Montessori Charter School</b>
<b>Math</b>	2017	67.4%	39.2%
	2018	61.4%	34.4%
	2019	70.5%	26.1%

	2020	No state assessments	No state assessments
	2021		
<b>Reading</b>	2017	73.0%	53.2%
	2018	71.6%	48.9%
	2019	70.5%	43.2%
	2020	No state assessments	No state assessments
	2021		

*Result: Goal Met*

b. During the contractual period, the School will demonstrate, on average, higher school wide proficiency rates in math and reading than Sibley Elementary School. (5%)

		<b>PCCS</b>	<b>Sibley Elementary</b>
<b>Math</b>	2017	67.4%	66.0%
	2018	61.4%	75.4%
	2019	70.5%	70.9%
	2020	No state assessments	No state assessments
	2021		
<b>Reading</b>	2017	73.0%	67.8%
	2018	71.6%	73.4%
	2019	70.5%	73.9%
	2020	No state assessments	No state assessments
	2021		

*Result: Goal Not Met*

**Sub Goal 1.3: Growth.**

During the contractual period, the School's combined (Reading and Math) weighted average growth z-score will, on average, exceed 0 (10%)

	<b>PCCS Reading &amp; Math Average Growth z - score</b>
2017	-0.1387
2018	-0.0722
2019	3.8065
2020	No state assessments

2021	
------	--

Result: Goal Met. Average z-score FY17 -20 = 3.5956

**Goal 2: Nationally Normed Assessment (15% weight)**

During the contractual period, an average of 50% of students in grades 1 - 5 will meet their targeted rate of growth in math, as measured by the NWEA MAP Math assessment, from fall to fall.

	<b>PCCS NWEA Growth (fall to fall)</b>
2017	57.4%
2018	45.5%
2019	49.3%
2020	46.4%
2021	

Goal Met: Average growth score FY17 - 20 = 50

**Goal 3: Reading Growth Goals (15% weight)**

During the contractual period, the School will establish fall to spring growth goals, aligned with ELA standards, for children in K through 3 utilizing the Fountas and Pinnell comprehensive system. An average of 66% of all students will meet growth targets.

	Grade K	Grade 1	Grade 2	Grade 3
<b>2017</b>	a.92% b.82% c.100%	a.83% b.94%	a.94% b.75%	A.70% b.89%
<b>2018</b>	a.60% b.87% c.100%	a. 95% b. 87.5%	a.100% b. 95%	a. 80% b. 96%
<b>2019</b>	a.62.5% b.91% c100%	a. 95% b.71%	a.100% b.67%	a.100% b.92%
<b>2020</b>	No results due to pandemic			

Result: Goal met

**Goal 4: World's Best Workforce Goals (20% weight – 5% per Sub Goal)**

**Sub Goal 4.1 All Students Ready for Kindergarten (5%)**

By the conclusion of FY 2021, 75% of incoming kindergarten students will be academically and behaviorally ready for kindergarten.

(The K/1 Team conducted Kindergarten Readiness Assessments prior to the onset of the FY 2021 school year with all incoming kindergarteners. The Readiness Assessments include literacy assessments, math assessments, and collection of social-emotional readiness data. The assessments are conducted 1 on 1 with the child’s teacher in an interview setting and are based on kindergarten readiness benchmarks.)

A: 75% of incoming Kindergarteners know that letters and sounds are connected, as evidenced by identifying 1 or more letter(s) and the corresponding sound in the Pre-K letter/sound assessment.

*Result: 27 out of 30 (90% of students) were able to identify 1 or more letter(s) and the corresponding sound in the Pre-K Literacy Assessment.*

B: 75% of incoming Kindergarteners are able to count 5 or more objects, using 1 to 1 correspondence, as evidenced by the Pre-K Math Assessment Data.

*Result: 30 out of 30 (100% of students) were able to count 5 or more objects, using 1 to 1 correspondence, as evidenced by the Pre-K Math Assessment Data.*

C: 75% of incoming Kindergarteners are able to communicate their thinking by responding verbally to questions as evidenced by the pre-K teacher readiness interview.

*Result: 27 out of 30 (90% of students) were able to communicate their thinking by responding verbally to questions in readiness interviews.*

**Sub Goal 4.2 All Students in Third Grade Achieving Grade-Level Literacy (5%)**

By the conclusion of FY 2021, 77% of 3rd grade students will attain Level O for comprehension as measured by the Fountas and Pinnell independent leveled reading program.

	<b>% attaining Fountas and Pinnell Level O</b>
<b>2017</b>	77%
<b>2018</b>	90%
<b>2019</b>	96.7%
<b>2020</b>	No data (Covid)
<b>2021</b>	

*Result: Goal met for years that data was available.*

**Sub Goal 4.3 Closing Achievement Gap(s) (5%)**

Achievement Gap Reduction. By the conclusion of FY2021, for each reading and math, the proficiency index for the Special Education subgroup will be:

[One-third of (100 - 2016 Special Education subgroup proficiency index )]+2016 Special Education subgroup proficiency index.

*Result: In progress. No MCA's administered in 2020 due to pandemic*

**Sub Goal 4.4 All Students Career and College-Ready by Graduation (5%)**

By the conclusion of FY 2021, 100% of fifth grade students will complete and present an Honors Project each spring.

*Result: Goal met. 100% of graduating fifth grade students completed and presented an Honors Project in each of the contractual years.*

**Goal 5: Academic Governance (20% weight)**

The School will implement an Academic Governance Plan to critically evaluate and strategically lead the School's academic performance and improvement. The School shall include a summary of its findings in the School's board minutes no less than twice annually.

*Result: Goal met. WBWF and Annual Report documented in board agenda and minutes.*

**Student Engagement**

Consistent Attendance percentage for 2020 was 95.3% (State: 85.3%).

(data from Minnesota Report Card)



## Specific Operational Issues

### CONTRACT FULFILLMENT: OPERATIONS AND LEGAL COMPLIANCE

**Admission Policies and Procedures.** Section 7.4 of the contract between the District and the School requires that the school have an open admissions policy and specifically prohibits limiting admission based on intellectual ability, achievement, aptitude, or athletic ability. Enrollment preferences are granted to siblings and children of staff.

**Management and Administration of the School.** The management and administration of the school is described in Exhibit D to the Charter Contract. Exhibit D states that the board shall be elected in accordance with its bylaws. The School's board is organized consistent with state law. The School Board delegates the day-to-day management of the School to an administrator who is hired and supervised by the School Board. The administrator delegates the management of the curriculum to the curriculum coordinator. The School Board shall decide matters relating to operations of the School including, but not limited to, budgeting and operating procedures. The School Board delegates to the school administrator implementation of the operational decisions made by the School Board. Based on The District' review, the Board complies with its bylaws.

**Financial Parameters within which the Charter Public School will Operate to Provide the Special Instructions and Services to Children with a Disability.** Contract section 8.1A enumerates the special education provisions with which the school agreed to comply, and that section also identifies the financial parameters regarding special education funding.

**Leadership.** School leadership and board management have been responsive to The District's requests.

### Additional Legal Compliance

Based on the District's review and the School's assurances of compliance, and except as noted below or elsewhere in this evaluation, The District believes that the School complies with the following requirements/laws, as applicable:

1. Open Meeting Law, Minn. Stat. 13D
2. Educational Data, Minn. Stat. 13.32
3. Educational Records, Minn. Stat. 120A.22 Subd. 7
4. Equal Opportunities in Athletic Programs, Minn. Stat. 121A.04
5. The Pledge of Allegiance Requirement, Minn. Stat. 121A.11 Subd. 3
6. The Pupil Fair Dismissal Act, Minn. Stat. 121A.40 – 121A.56
7. Receipt of Records, Minn. Stat. 121A.75
8. Teacher Licensure, Minn. Stat. 122A.15 Subd. 1
9. The Minnesota Public School Fee Law, Minn. Stat. 123B.34 – 123B.39
10. Keeping open a school that a school board decides to close, Minn. Stat. 124E.06 Subd. 3(d)

11. Assumption of liability by the charter school, Minn. Stat. 124E.09
12. Financial audits, audit procedures and audit requirements, Minn. Stat. 124E.16 Subd. 1
13. Charter School Board, Minn. Stat. 124E.07
14. Nonsectarian operations and affiliations, Minn. Stat. 124E.06, Subd. 3 (b)
14. The charter school's primary focus, Minn. Stat. 124E.01 Subd. 1
15. Tuition, Minn. Stat. 124E.06 Subd. 3(f)
16. Student Admission, Minn. Stat. 124E.11
17. Length of School Year, Minn. Stat. 124E.03 Subd. 6
18. Annual Report, Minn. Stat. 124E.16, Subd. 2
19. Information required by and submitted to the authorizer, under Minn. Stat. 124E.10 Subd. 14
20. Provisions for transportation of pupils enrolled at the school, Minn. Stat. 124E.15
21. Formation and operation of a charter school, Minn. Stat. 124E.06
22. Types/amounts of insurance coverages to be obtained by the charter school, Minn. Stat. 124E.09
23. Charter School Revenue, Minn. Stat. 124E.20
24. Education of pupils with a disability, Minn. Stat. 125A.02, 125A.03 – 125A.24, 125A.65
25. Student Legal Records, Minn. Stat. 250B.171 Subds. 3, 5
26. Minnesota Cooperative Law, Minn. Stat. 308A
27. PSCPA, Teacher Retirement, and TRA, Minn. Stat. 353, 354, 354a
28. Nonprofit Corporations, Minn. Stat. 317A
29. State and Local Health and Safety Requirements

**Teacher Licensing.** Prairie Creek has demonstrated licensing compliance. Minn. Stat. 124E.12 Subd. 1 states that charter schools must employ teachers with valid licenses to perform the duty for which they were hired at the school. According to MDE's Assignment/Licensure Discrepancy report, Prairie Creek has not had any assignment/licensure discrepancies during the current contract term.

**Facility.** The lease and site have been reviewed by the MDE. Fire and other safety requirements are in place.

**OPERATIONS AND LEGAL COMPLIANCE - CONCLUSION:** As indicated in more detail above, the District believes the school's operational compliance is satisfactory.



**Annual Child Nutrition Program and  
Proposed Budget Report  
Stephany Stromme  
2021-22**

*Presented to the Board on April 12, 2021*

**District Vision:** We will prepare every student for lifelong success within a world-class learning environment with a commitment to community partnerships and sustainability.

**Department Mission:** Provide quality nutritious meals that support the growth and development of our students to fuel their learning.

**2020-21 Update**

Our free meal program was extended through the end of school year 2020-21, as provided by the United States Department of Agriculture. All students enrolled in the school district — regardless of the learning model — received free breakfast and lunch every day.

**Breakfast:** Breakfast has been proven to positively affect learning in children in terms of behavior, cognitive, and school performance. Offering breakfast for all students at Northfield schools ensures that every student can be ready to learn every day. Data collected through March 31, 2021 shows that so far this school year we have served 80,110 breakfasts which was an increase in breakfast meals by approximately 26% from the 2019-20 school year during the same time period. This increase is due to free breakfast for all students and the addition of breakfast in the classroom for grades k-5 at GVP and Sibley. Reimbursement of breakfast is higher with the Summer Food Service Program (\$2.46 per meal), which is the USDA meal program we have been following during the pandemic, vs the National School Breakfast Program (\$1.89 per free or reduced meal; \$1.62 per Kindergarten breakfast and \$.87 per paid meal) which is the meal program we follow during a typical school year. This increased participation along with the additional reimbursement for breakfast has helped to offset our revenue loss from the decrease in lunch participation.

**Lunch:** As of March 31, 2021 we were at approximately 71% of possible meal participation days. Data collected through March 31, 2021 shows that so far this school year we have served 151,518 lunches which was a decrease in lunch meals by approximately 49.8% from the 2019-20 school year during the same time period. One main contributor to this is that during this time period the middle school and high school students spent a majority of their school days in the hybrid learning model or distance learning. We tried to offset this decrease in participation by offering meal pick up programs to students for their hybrid distance learning days. We have also averaged between 75-100 student meals picked up for the Portage program. The Portage meal pick up program is offered every Wednesday and provides 5 days of breakfast and lunches for students who choose to participate. Reimbursement of lunch is higher with the Summer Food Service Program (\$4.31 per meal), which is the USDA meal program we have been following during the pandemic, vs the National School Lunch Program (\$3.705 per free or reduced meal and \$.525 per paid meal) which is the meal program we follow during a typical school year. This increased reimbursement for lunch has helped to offset our revenue loss from the decrease in lunch participation.

**Farm to School** - Even through the pandemic we continued to work with local farmers in an effort to support our Farm to School program. This year we received a mini bites farm to school grant in the amount of \$5,000.00. Through this grant we purchased apples from Fireside Apple Orchard and Turkey from Ferndale Farms. We created a to-go meal for our curbside meals that included homemade apple crisp and Ferndale Turkey with mashed potatoes. Because of the grant funds we were able to provide this meal with a food cost of \$.53 per meal. Labor was approximately \$.78 per meal with a total cost of \$1.31 with a \$2.84 reimbursement over expenses.

### **2021-22 Proposed Budget:**

**Revenue Assumptions:** Due to so many uncertainties during this school year it was difficult to forecast our revenue assumptions for the 2021-22 school year. Revenue for the school year 2021-22 was calculated using data from the 2020-21 adopted budget. At this time we do not know what the state or federal reimbursement rates will be or which USDA food program we will be following. To be conservative, we are assuming reimbursement rates will remain flat. It is our goal to provide quality nutritious affordable meals for all students that support their growth and development to fuel learning potential, but also understand as a business operation the need to remain fiscally responsible. Our financial projections indicate there is a need to increase meal prices to adjust for inflationary costs. We are proposing an increase in our breakfast meal prices from \$1.70 to \$1.75 for students and \$2.20 to \$2.25 for adults; additionally we are proposing an increase in our lunch meal prices from \$2.65 to \$2.70 for elementary, \$2.80 to \$2.85 for secondary and \$4.00 to \$4.25 for adults. Our goal will be to have minimal, consistent impact rather than larger lump sum changes to help decrease the financial burden on families who must pay for meals. We want to ensure we are in a place that we continue to make incremental changes and feel families can be more planful for this type of meal increase. The proposed budget revenue for the school year 2021-22 is \$2,208,619.

**Expenditure Assumptions:** New data from the USDA reveals that despite waivers that allowed schools to offer free meals to all students, school meal programs served at least 30% fewer meals to students and incurred significant losses in federal revenue in the first nine months of the COVID-19 pandemic. An analysis of newly released data shows that between March and November 2020, schools nationwide served 1.7 billion fewer meals compared to the same timeframe in 2019, equating to a \$2.1 billion loss in federal revenue for school meal programs.

In addition to the loss of meal participation we had a significant loss in revenue because we were unable to provide a la carte purchases due to the safety restrictions; while at the same time saw an increase in food and labor costs due to supply chain disruptions and a high demand for meal packaging. After consulting with our food vendors regarding the expected market for the 2021-22 school year, we are assuming a 6% food cost increase. Last year when calculating our salaries and benefits we did a rolled projection. This year we budgeted using actual staffing hours and rates to get more accurate data. Due to lower meal participation, directly related to the pandemic and the above mentioned expenses we expect to have an additional spend down in our fund balance for the 21-22 school year that will put us well below the three months operating expenses. The proposed budget expenditures for the 2021-22 school year are \$2,416,599.

**Budget Plan:** We propose a 2021-22 budget with total revenue of \$2,208,619 and expenditures of \$2,416,599. We are projecting to end FY22 with a fund balance of \$75,971. The fund balance maximum for the school year 2021-22 should not exceed \$805,533. While MDE sets a maximum fund balance, our department goal is really to work towards maintaining 16% of expenditures to be consistent with other funds in the district. For 2021-22, 16% of our expenditures would be approximately \$386,655. While our proposed budget is projected to be less than this we are monitoring this year closely. Due to the pandemic it has been challenging to assess where the program is currently at and to project revenue and expenses forward. We will continue to monitor our revenue and expenses for the remainder of the 2020-21 school year. Based on the results of the 2020-21 school year and any rate changes provided by the state or federal government we would bring a revised budget in the late fall once we have some participation statistics.

# Child Nutrition

April 12, 2021

## Child Nutrition Services

*Will provide quality nutritious meals that support the growth and development of our students to fuel their learning.*



## Year in review



Photo taken March 30, 2020 prior to CDC mask recommendation and state mask mandate.

# Meal Distribution

Beginning March 18, 2020

March/April/May served 85,777 total meals (42,706 breakfasts and 43,071 lunches) from GVP, HS, Sibley; also Tier 1 CC at BW and YMCA.

May - Due to construction at old GVP we partnered with Benjamin Bus and moved our meal pick up to Emmaus Church.

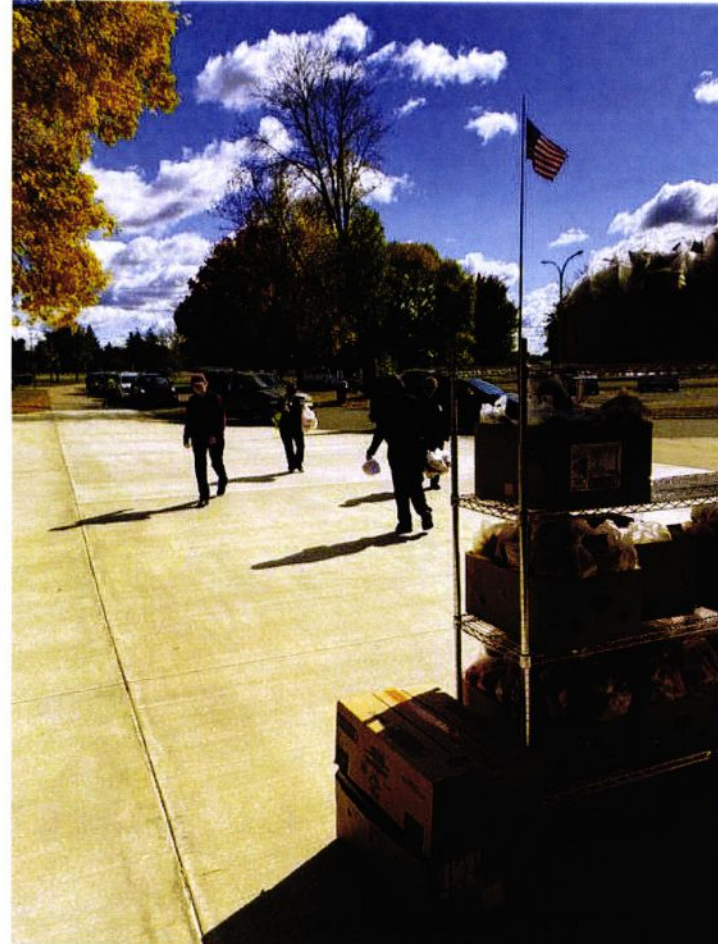




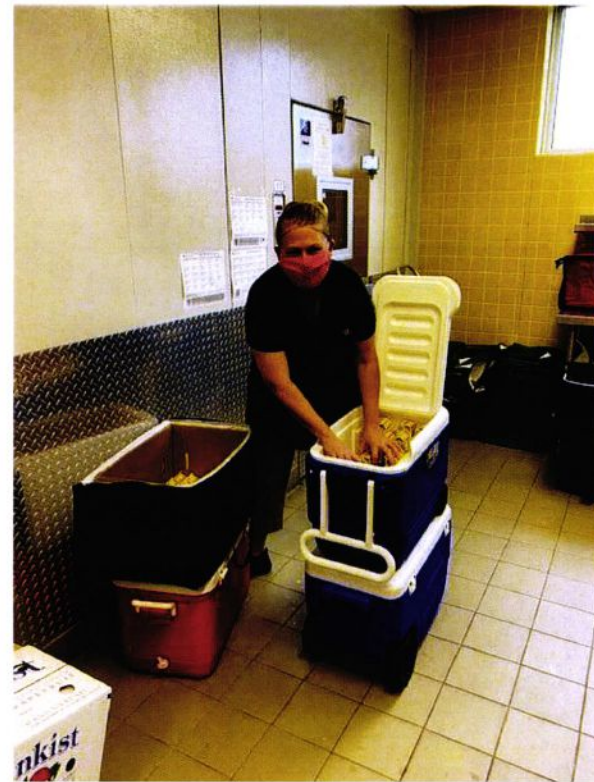
# Meal Distribution

June: Added 4 bus routes with 12 total stops in addition to Emmaus Church and Northfield High School meal pick up sites

June/July/August: served 64,949 total meals (32391 B and 32558 L)



## Preparing for bus meals



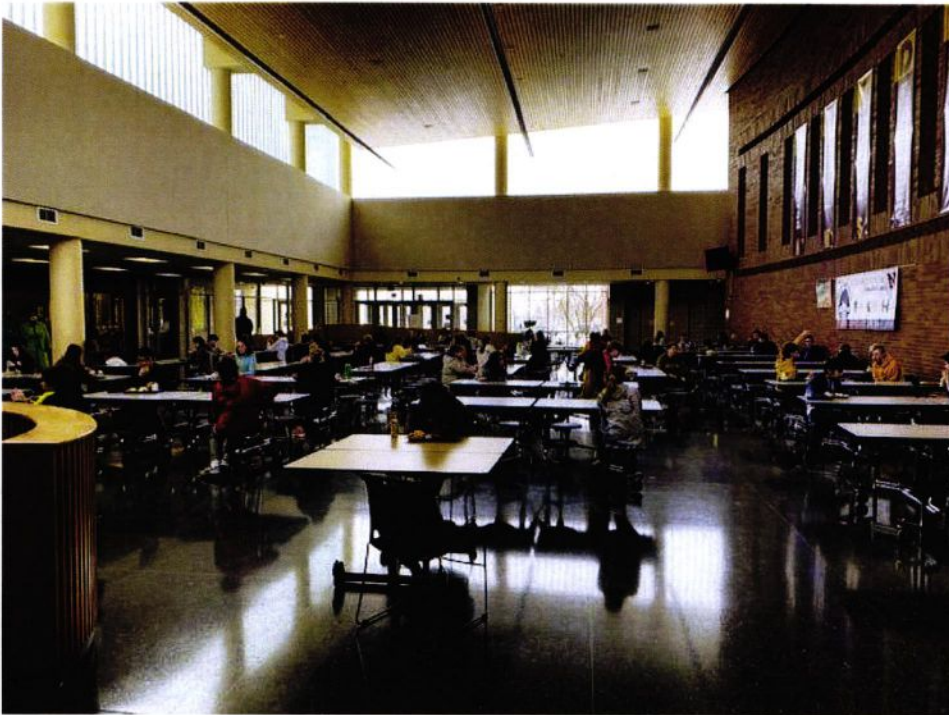
# Building Staff and Community Relationships



Photo taken March 18, 2020 prior to CDC mask recommendation and state mask mandate.



# 2020-21 Update



# Meals Served through March 31

## Breakfast and Lunch



### Elementary/LF

### Middle School

### High School/ALC

### Total Meals

41,880(SY20)

5,082(SY20)

16,550(SY20)

63,512(SY20)

55,114 (SY21)

4,185(SY21)

20,811(SY21)

80,110(SY21)

139,761(SY20)

85,883(SY20)

78,444(SY20)

304,088(SY20)

91,107(SY21)

20,791(SY21)

39,620(SY21)

151,518(SY21)

# Breakfast

## Meals Served

**SY 19 Total: 81,449**

**As of March 31: 56,616**

**SY 20 Total: 108,575**

**As of March 31: 63,512**

**SY 21 Total: In process**

**As of March 31: 80,110**



# Lunch

## Meals Served

**SY 19: Total: 407,102**  
**As of March 31: 286,734**

**SY 20: Total: 349,173**  
**As of March 31: 304,088**

**SY 21: Total: In process**  
**As of March 31: 151,518**





# Elementary Meal Service





# Portage and Distance Learning Curbside Meal Pick up





## Farm to School Distance Learning Style

- Thousand Hills All-Beef Grass Fed Hot Dogs
- Fireside Apple Orchard
- Hastings Creamery
- Ferndale Farms Turkey



# Child Nutrition

2020-21 Proposed Budget



# Revenue Summary

	<b>2018-19 Actual</b>	<b>2019-20 Actual</b>	<b>2020-21 Adopted</b>	<b>2021-22 Proposed</b>
Local Sources	\$1,149,853	\$932,213	\$1,279,900	\$1,233,100
State Sources	108,710	98,250	112,312	111,987
Federal Sources	814,990	1,000,095	828,032	863,532
<b>Total Revenue</b>	<b>\$2,073,553</b>	<b>\$2,030,558</b>	<b>\$2,220,244</b>	<b>\$2,208,619</b>

## Expenditure Summary

	2018-19 Actual	2019-20 Actual	2020-21 Adopted	2021-22 Proposed
Salaries and Benefits	\$1,029,058	\$1,067,804	\$1,136,494	\$1,144,699
Purchased Services	76,711	71,413	87,400	82,900
Food and Supplies	1,028,677	1,013,696	1,181,426	1,181,000
Equipment	23,932	98,346	28,000	8,000
<b>Total Expenditures</b>	<b>\$2,158,378</b>	<b>\$2,251,259</b>	<b>\$2,433,320</b>	<b>\$2,416,599</b>



## Child Nutrition 2021-22 Proposed Budget

	2018-19 Actual	2019-20 Actual	2020-21 Adopted	2021-22 Proposed
Beginning Balance	\$802,553	\$717,728	\$497,027	\$283,951
Revenue	2,073,553	2,030,558	2,220,244	2,208,619
<b>Total Sources</b>	<b>2,876,106</b>	<b>2,748,286</b>	<b>2,717,271</b>	<b>2,492,570</b>
Expenditures	2,158,378	2,251,259	2,433,320	2,416,599
<b>Ending Fund Balance</b>	<b>\$717,728</b>	<b>\$497,027</b>	<b>\$283,951</b>	<b>\$75,971</b>
<i>Fund Balance Max</i>	\$719,459	\$750,420	\$811,107	\$805,533

## *Not All Superheros Wear Capes*

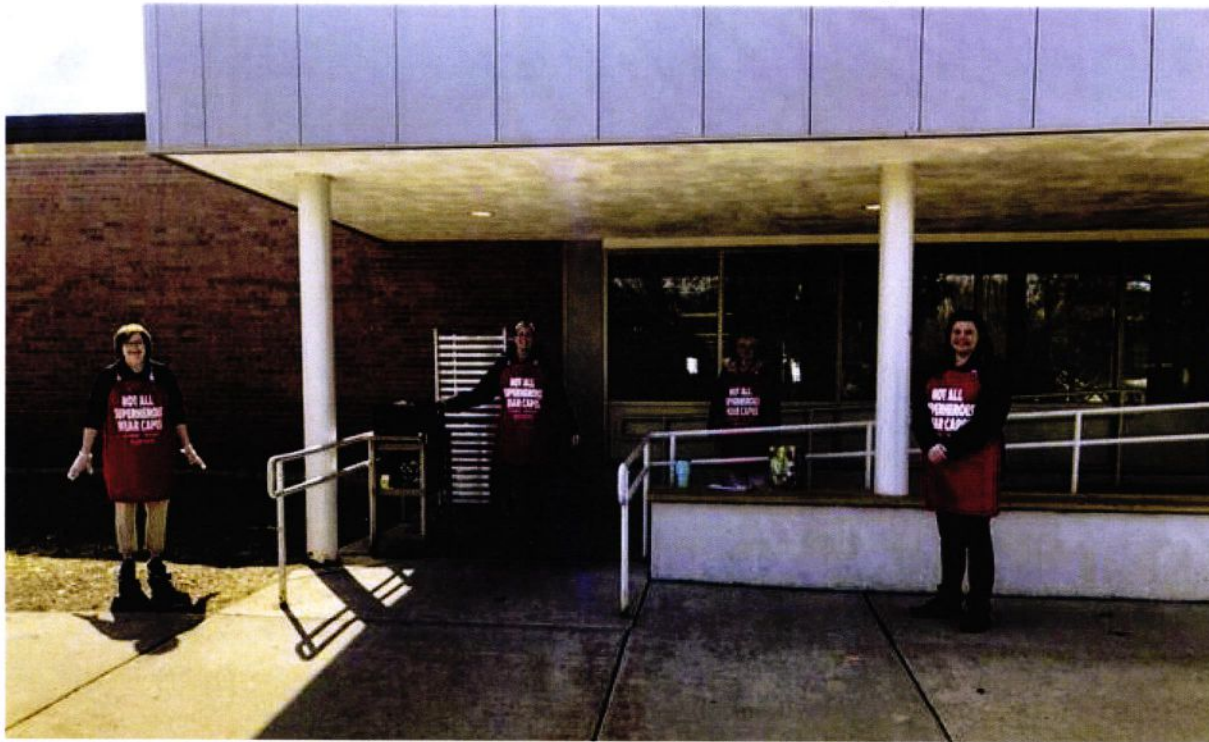


Photo taken March 18, 2020 prior to CDC mask recommendation and state mask mandate.

### 2020-21 Revised Budget

The impact of Covid-19 on the Community Education budget has been significant. The revised budget reflects the impact of lower enrollment in fee based programs and higher staff to student ratios in our school age care program to meet safety protocols.

Projected Fund Balance as of June 30, 2020	\$308,736
Revenues	\$2,332,881
Expenditures	<u>\$2,711,488</u>
Revenue over expenditures for FY 21	\$(378,607)
Projected total fund balance as of June 30, 2021	\$(69,871)

### 2021-22 Proposed Budget

The FY 22 Community Education proposed preliminary budget was developed with input from each program area coordinator.

#### Timeline

1. The budget was reviewed at the March 30, 2021 meeting of the Community Education Advisory Council.
2. At the March 30, 2021 meeting, the Community Education Advisory Council voted unanimously to recommend the budget to the School Board.
3. The recommended budget will be presented to the School Board at their April 12, 2021 meeting.
4. All school district budgets will be approved at the June 14, 2021 School Board meeting.

#### Assumptions

The FY 22 (2021-22) Community Education proposed preliminary budget is based on the following assumptions:

##### *Revenues*

1. Slight increase in revenue for fees based on the activity in FY 21.
2. Implementing the adjusted fee structure in Kid Ventures and Early Ventures Childcare Center.
3. Continuation of Pathway I and II Early Learning Scholarship funding.
4. Several grant applications.

##### *Expenditures*

1. Appropriate increases in salaries, wages and insurance.
2. Licensed early childhood staff wages determined by the NEA master agreement.
3. In Hand in Hand Preschool, addition of a full-day, five-day a week section.
4. Continuation of COVID-19 guidance through the end of the calendar year.

Community Education FY 22 Budget


Projected Fund Balance as of June 30, 2021	\$(69,871)
Revenues	\$3,073,145
Expenditures	<u>\$3,275,708</u>
Revenue over expenditures for FY 22	\$(202,563)
Projected total fund balance as of June 30, 2022	\$(272,434)

# Community Education

2021-22 Preliminary Budget Presentation  
April 12, 2021

# Principles of Community Education



- Lifelong Learning
- Maximizing Community and School Resources
- Maximizing Community and School Facilities
- Promoting Collaboration and Partnerships
- Citizen Involvement

 **Northfield**  
PUBLIC SCHOOLS

**Community Education**  
*Serving the communities of Northfield Public Schools*  
**Summer 2021 Brochure**  
June - August


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**#ThatsCommunityEd**

Early Childhood Programs  
Ventures  
Recreation  
Enrichment  
Driver Education  
Project ABLE  
Aquatics  
Adult Basic Education  
English Learner Services  
District Facilities  
Community Resources

*Horseback Riding Pg.*

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# Community Education Program Components

## Adult Learning

- Adult Lifelong Learning
- Adult Basic Education/EL
- Driver Education
- Project ABLE
- Recreation

## Youth Programs

- Middle School Youth Center
- Kid Ventures Programs
- Youth Development/Service Learning
- Recreation/Enrichment



# Community Education Program Components

## Early Childhood

- Early Childhood & Family Education
- Early Childhood Screening
- Hand in Hand Preschool and Bridges to Kindergarten
- Early Childhood Initiative Coalition
- Early Ventures Child Care Center
- Recreation

## Community Programs/Partnerships

- Facility Use
- Greenvale Park Community School
- Healthy Community Initiative - Early Childhood Navigators & Ready for Kindergarten Action Team
- Community Action Center - Onsite food shelf and food distribution



# 2020-21 Budget Revision

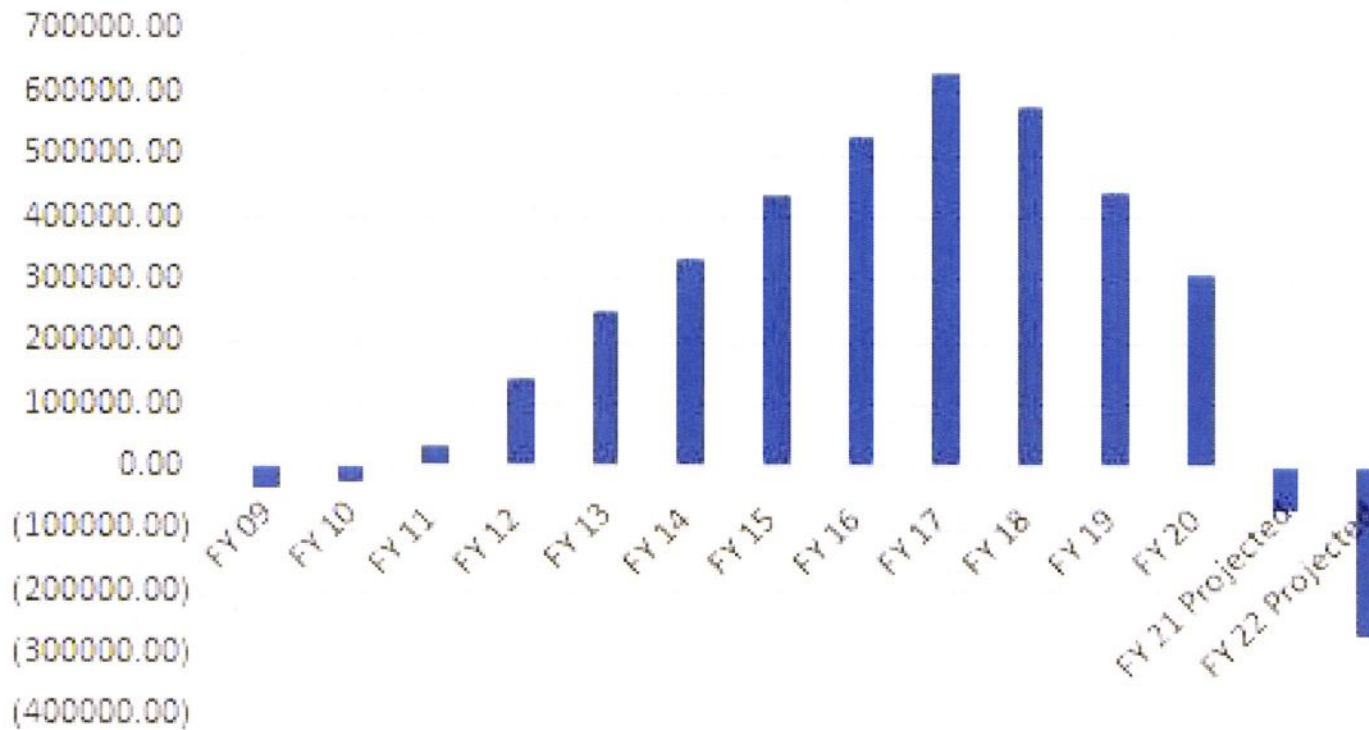
	2018-19 Actual	2019-20 Actual	2020-21 Adopted	2020-21 Revised
Beginning Balance	\$581,457	\$439,941	\$308,736	\$308,736
Revenue	\$2,845,524	\$2,655,638	\$3,187,661	\$2,332,881
Expenditures	\$2,987,040	\$2,786,843	\$3,224,378	\$2,711,488
<b>Ending Balance</b>	<b>\$439,941</b>	<b>\$308,736</b>	<b>\$272,019</b>	<b>-\$69,871</b>
General Community Ed	\$51,823	-\$57,030	-\$148,209	-\$446,008
ECFE	\$145,412	\$178,606	\$201,999	\$225,025
School Readiness	\$238,444	\$173,472	\$210,422	\$134,865
Unreserved	\$4,262	\$13,688	\$7,807	\$16,247
<b>Ending Balance</b>	<b>\$439,941</b>	<b>\$308,736</b>	<b>\$272,019</b>	<b>-\$69,871</b>

# Community Education Budget Goals

To work toward an overall fund balance that equals 16% of Community Education's operating expenses. This is approximately \$524,113. We want to achieve this with all funds having positive balances.

# Community Education Fund Balance History

Fund Balance as of June 30



# Community Education FY 22 Budget Assumptions

## Revenues

- Slight increase in revenue for fees based on the activity in FY 21.
- Implementing the adjusted fee structure in Kid Ventures and Early Ventures Childcare Center.
- Continuation of Pathway I and II Early Learning Scholarship funding.
- Several grant applications.

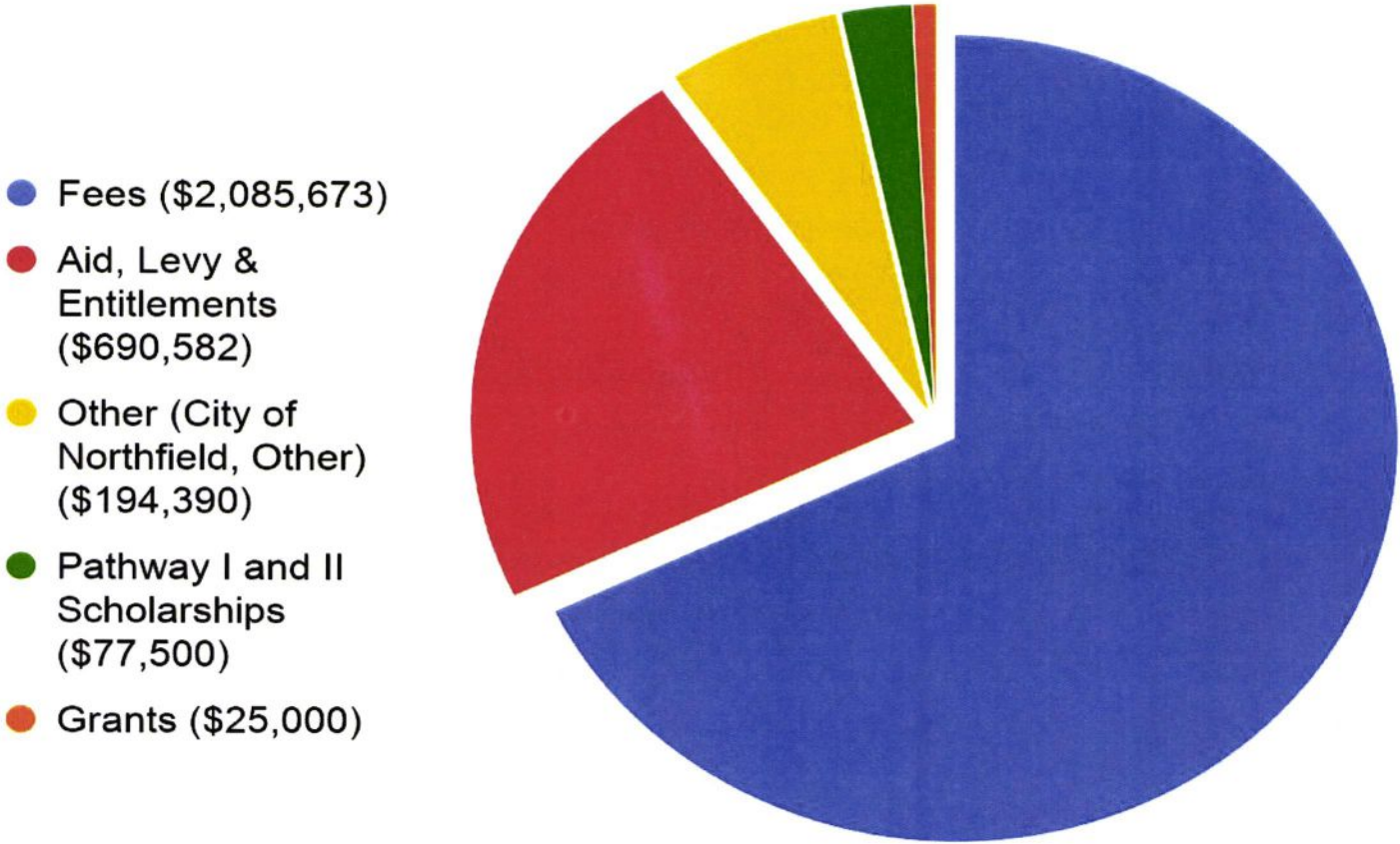
## Expenditures

- Appropriate increases in salaries, wages and insurance
- Licensed early childhood staff wages determined by the NEA master agreement.
- In Hand in Hand Preschool, addition of a full-day, five-day a week section.
- Continuation of COVID-19 guidance through the end of the calendar year.

## 2021 – 2022 Revenue Sources

- State aid and local levy dollars based on a funding formula established by the Minnesota State Legislature \$690,582 (23%)
- Participant fees (enrichment, recreation, early childhood family education (ECFE), driver education, special events, child care and preschool) \$2,085,673 (68%)
- Grants submitted \$25,000 (0%)
- Other local sources \$194,390 (6%)
- Pathway I and II Early Learning Scholarships \$77,500 (3%)

### 2021-22 Revenue Sources



# Community Education Proposed 2021-22 Budget

	2018-19 Actual	2019-20 Actual	2020-21 Revised	2021-22 Proposed
Beginning Balance	\$581,457	\$439,941	\$308,736	-\$69,871
Revenue	\$2,845,524	\$2,655,638	\$2,332,881	\$3,073,145
Expenditures	\$2,987,040	\$2,786,843	\$2,711,488	\$3,275,708
<b>Ending Balance</b>	<b>\$439,941</b>	<b>\$308,736</b>	<b>-\$69,871</b>	<b>-\$272,434</b>
General Community Ed	\$51,823	-\$57,030	-\$446,008	-\$588,869
ECFE	\$145,412	\$178,606	\$225,025	\$248,503
School Readiness	\$238,444	\$173,472	\$134,865	\$49,525
Unreserved	\$4,262	\$13,688	\$16,247	\$18,407
<b>Ending Balance</b>	<b>\$439,941</b>	<b>\$308,736</b>	<b>-\$69,871</b>	<b>-\$272,434</b>
<i>Fund Balance Goal</i>	<i>\$477,926</i>	<i>\$445,895</i>	<i>\$433,838</i>	<i>\$524,113</i>

# Variables

- Actual Program Enrollments
- Fee Collection
- COVID-19 Guidance and Protocols



# Greenvale Park Community School

<b>FY 21 Funding</b>	
21st Century Community Learning Center grant	\$124,489
Northfield Public Schools	\$51,594
Northfield SHARES	\$4,080
Sheltering Arms	\$5,000
Total Funding	\$185,163
<b>FY 22 Funding</b>	
Northfield Public Schools	\$53,244
21st Century Community Learning Center grant	\$124,489



*Due to the Federal grant, funds for the Greenvale Park Community School are part of the General Fund (01 Fund)*

# Questions & Comments

# SEE NOTES

MONDAY, APRIL 05, 2021

**Education Bills Released.** The Senate and House education finance-related committees both released their proposed omnibus education finance and policy bills today. It is a lot to digest, but here are the highlights.

## HF 1065

- 2% increase in the basic formula in each of the next two years with formula linked to inflation going forward (\$100 million more than Governor's recommendation).
- \$73 million to keep special education cross-subsidy at current levels (Governor's recommendation)
- Maintenance of current voluntary pre-kindergarten slots (Governor's recommendation).
- \$10 million for concurrent enrollment (\$2 million more than Governor's recommendation).
- Transportation sparsity adjustment of 30% of current transportation cross-subsidy.
- Funding for trauma-informed schools at \$6 million per year (\$4 million more per year than Governor's recommendation).
- \$17 million in FY 2023 and in base for school support personnel (\$32 million less than Governor's recommendation).
- Ability for districts to renew existing voter-approved levies at same level by board approval.
- \$13 million for paraprofessional training (\$13 million above Governor's recommendation).
- \$6 million in teacher mentoring grants (\$4.5 million over current law and Governor's recommendation).
- No grants for teacher mentoring (Governor recommended \$10 million over the biennium).
- \$4 million to the Sanneh Foundation (not in Governor's recommendations)
- Minor improvement in equalization of the local option revenue category (Governor's recommendation was for \$90 million in improved equalization for the local

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BLOG ARCHIVE

- ▼ 2021 (24)
  - ▼ April (2)
    - Education Bills Released. The Senate and House ed...
    - Schedule for the Week Ahead. Just a quick blog e...
  - March (6)
  - February (14)
  - January (2)
- 2020 (27)
- 2019 (21)
- 2018 (60)
- 2017 (82)
- 2016 (55)
- 2015 (79)
- 2014 (79)
- 2013 (51)
- 2012 (72)
- 2011 (81)
- 2010 (51)
- 2009 (76)
- 2008 (69)
- 2007 (29)

ABOUT ME

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option revenue, operating referendum, and debt service levy categories.

While there isn't a lot of movement away from the Governor's recommendations, the House moved money out of the proposed equalization and several of the Governor's proposed grant programs toward putting additional revenue on the basic formula and several programs that are high priorities of the House committee (paraprofessional training, trauma-informed schools, Sanneh Foundation, etc.).

### SF 960

- No increase in basic formula in either year of the biennium.
- \$15 million in transportation sparsity adjustment (70% of difference as opposed to House's 30% and funding in both years of the biennium.
- \$60 million of one-time money in the first year of the biennium to all districts on a per pupil basis with limits on districts that received more than \$5,000 per pupil from Federal recovery plans.
- \$25 million in referendum equalization.
- \$16 million in safe schools aid.
- \$3 million per year in LETRS (scientific reading staff development) grants..
- \$2.5 million in teacher mentoring grants.
- \$1.5 million to LiveMore ScreenLess to promote digital well-being for students.
- \$11.5 million for Education Savings Accounts.
- \$2 million cut to the Minnesota Department of Education
- \$2.4 million cut to statewide testing and reporting.
- \$1 million reduction in college entrance exam reimbursement.
- \$2.3 million in savings from closing Perpich School for the Arts.

There's obvious a wide range of difference in the House and Senate bills both in terms of policy initiatives and funding. I have only dealt with the funding in this entry and will look more at policy in tomorrow's entry. The big differences in policy revolve around the House's approach to discipline policies and its changes in the area of teacher licensure. The



Executive Director  
of Schools for  
Equity in  
Education, a 58-  
member

consortium of school districts in Minnesota who are dedicated to the principle that students should receive equitable access to a quality education regardless of where they live in Minnesota.

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difference in overall funding targets alone show how far apart the two bodies are (House target is \$725 million, Senate is \$152 million). Getting to yes may well be difficult, but there are moving parts throughout the budget including wide differences in tax policy that there are areas where trades can be made across budget areas. The influx of Federal money and trying to determine its effects will likely be a key getting all work done by the end of the regular session slated for May 17.

POSTED BY BRAD AT 7:31 PM NO COMMENTS: 

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SATURDAY, APRIL 03, 2021

**Schedule for the Week Ahead.** Just a quick blog entry to give everyone a head's up on what next week will look like in the committees constructing the omnibus education funding and policy bills in the House and Senate. The House told a group of education lobbyists yesterday that their bill will be posted on the House Education Finance Committee on Monday. The committee will do a walk-through of the bill on Tuesday morning during its scheduled committee time (10:30 AM until 12:00 PM). They will take testimony on the bill during the same time slot on Wednesday and will do the bill mark-up on Thursday when amendments will be proposed. The bill must be out of the House Ways and Means Committee by Friday.

The process in the Senate is not quite as well defined, but I expect that the bill will be released early in the week and there will be testimony and mark-up. The Legislature does not meet on Monday, so it will be somewhat truncated week leading up to the committee deadline--Friday, April 9--for finance bills.

As Bette Davis once said:

## Fasten Your Seatbelts



Have a Happy Easter everyone!

POSTED BY BRAD AT 1:08 PM NO COMMENTS: 

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TUESDAY, MARCH 23, 2021

**Summer Bill Takes Its Next Step.** HF 1064--Governor Walz' "Summer Bill"--passed on the House floor today by a vote of 69-63. When the bill was passed out of the House Ways and Means Committee last week on a bipartisan vote, there was conjecture that the floor vote would not be the almost strict party-line vote it turned out to be. On the final vote, only one Republican--Dakota County Representative Pat Garofalo--crossed party lines by voting for the bill. No DFLers voted against the bill.

One theme that will be a recurring one as this bill and, most likely, the omnibus education funding bills move forward is the distribution of revenue in the various Federal measures that have aimed to remedy education funding shortfalls resulting from the pandemic. The Federal revenue is distributed first to states based on their national share of Title I revenue and then to individual districts based on their state share of Title I revenue. This has led to an uneven distribution of benefits, much of which can be fairly easily justified as districts with higher levels of poverty and language barriers have faced additional challenges. At the same time, an argument can be made that the fixed costs

associated with reacting to the pandemic (delivering meals, building accommodations, personal protective equipment purchases) are similar across all districts and that the Federal dollars are not enough in many cases to fully reimburse districts that receive little Title I revenue for the costs they have incurred. Two amendments that were offered, but defeated hit at this issue and while the "Summer" bill has moved on, it is likely that the dynamics around the distribution of Federal dollars will be revisited as the session continues.

POSTED BY BRAD AT 7:40 PM NO COMMENTS: 

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MONDAY, MARCH 22, 2021

**Floor Action!** The Senate plowed through four education-related bills today and if today's action is any indication of how things are going to unfold, it might get a little contentious as we wend our way through the remainder of the regular session. One interesting indication today is that appears the Senate is intent on passing individual education policy bills instead of folding them into an omnibus bill. There's no reason why the Senate couldn't include the four bills passed today in a later version of their omnibus bill, but passage today firmly states a Senate position on items that may (or may not) be in the House omnibus education funding and policy bill and can conceivably used in negotiations between the House and Senate as they work to reconcile the final education funding and policy package during conference committee.

Two of the bills--SF 710 (Duckworth) and SF 628 (Chamberlain)--had relatively smooth sailing, passing on votes of 65-0 and 57-8 respectively. SF 710 would extend school districts' ability to move money between funds by board resolution, which is important in times of financial uncertainty for school districts and SF 628 would require the Minnesota Department of Education to develop a plan to administer the Minnesota Comprehensive Achievement tests to students this spring. The other two bills--SF 819 (Dornink) and SF 438 (Chamberlain)--were subject to protracted debate and had much closer votes. SF 819 passed on a 36-29 vote and SF 438 on a vote of 37-27. The spirited debate and close vote on SF 438 were somewhat expected, as the bill seeks to delay the Minnesota Department of

Education's standards review process; a process that has taken on heightened attention this year with discussion of new social studies standards. The close vote on SF 819, while not entirely unexpected, is a bit of a puzzler as the bill simply creates a pilot program for short-call substitute teachers. This bill was developed by staff in the Austin school district and it's a modest request that could reap big rewards for school districts throughout the state, but especially those in rural areas, where there are often shortages of people with bachelor's degrees.

It is unclear at this juncture if any of these items will appear on the House side. The House Education Policy Committee did hear the House companion bill to SF 819 (HF 699--Mueller) after the first committee deadline, but given the close vote in the Senate that was along partisan lines, it may not make the cut in the House.

All in all, today was a preview of what should be a spirited sprint once the Legislature returns from its break for religious holiday observances on April 6.

POSTED BY BRAD AT 7:34 PM NO COMMENTS: 

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WEDNESDAY, MARCH 17, 2021

**Governor's Summer Bill Takes Another Step.** After passing out of the House Education Finance Committee yesterday, HF 1064--the Governor's "Summer" Bill--cleared another hurdle early this evening when it was passed by the House Ways and Means Committee on a bipartisan vote of 21-7. The bill contains over \$100 million in revenue aimed at providing a partial make-up of lost revenue due to smaller than anticipated enrollments, expanded summer school, early college for 2021 high school graduates, expanded mental health supports for students, and increased early childhood programs to prepare students for kindergarten. While it has never been stated outwardly as a goal, it is believed that the House would like to pass this bill well before the end of session--hopefully no later than mid-April--to allow districts to implement their planned summer programs. In my conversations, most districts have the planning process underway, but it is unclear how much revenue may come forth and in what form the revenue will come. It's an understatement to say that the last two years



have been extremely disruptive to the learning process and districts want to get recovery efforts underway and hopefully get everything set for the hoped-for "normal" opening of schools in September. HF 1064 is expected to pass the House, but it faces an uncertain fate in the Senate, where the companion bill was heard in committee but no action was taken.

**Senate Targets Released.** The Senate Majority Caucus released their budget targets for the 2021 session yesterday. Their total budget comes in \$500 million below the Governor Walz' budget recommendations, but one has to remember that the Governor does have tax increases and the Senate majority is seeking to provide tax changes that would exempt PPP loans and enhanced unemployment benefits from state income taxes. It's difficult to discern the actual increases in some state budget areas because they are used biennium-over-biennium figures in their presentation, but the net increase for E-12 education appears to be in the neighborhood of \$150 million. We have yet to see the House budget targets to complete the three points of the target triangle, but those figures will likely be closer to the Governor's which will set up an interesting end of session. With all of the Federal money flowing into the state from the various COVID responses, there will be sufficient revenue to meet most needs (and probably a lot of wants) for the immediate future, but trying to balance one-time revenues with on-going commitments is always a challenge even in the best and most predictable times. Expect a roller coaster from now until the regular session curtain comes down on May 17.

Here is a link to the MPR story on the Republican budget targets:

## **Minnesota Senate Republicans counter Walz budget proposal**

POSTED BY BRAD AT 6:30 PM NO COMMENTS: 

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MONDAY, MARCH 15, 2021

**The Early Stages of Gelling.** The omnibus funding bill deadline is still a ways away, but with the passage of the first policy bill deadline, we're starting to see bills take shape, at

least on the House side of the equation. The Senate continues to hear bills that they will consider as part of their combined policy/funding bills that will be issued either right before or right after the religious observance break that takes place from Friday, March 26, through Monday, April 5. The House Education Policy Committee heard three bills that were heard in the Senate prior to last Friday's first policy bill deadline. Of the three bills, the ones most interesting to school districts are Representative Patricia Mueller's HF 699 that would create a pilot for short-term substitute teachers. The bill's genesis is the Austin school district and it was great to see Austin school district staff testifying in favor of the bill. The other bill of interest was HF 710, a bill authored by Representative Steve Sandell that would require PELSB to work with Minnesota's teacher preparation programs to make sure that all teacher licensure areas are covered. This will likely require working agreements with teacher preparation programs in other states as not all licensure areas are currently covered by Minnesota teacher preparation programs.

The Senate ran through a series of bills in a rapid-fire fashion. The highlights (or lowlights depending on your vantage point) were Senator Steve Cwodzinski's SF 240 that would require all Minnesota students to take a civics course in either their 11th or 12th grade years. The bill was roundly praised and given the fact this provision is in the House omnibus education policy bill, the chances of it surviving the conference committee process and becoming law seem to be increasing. It was really great to hear Senator Rosen's SF 789 before the committee. This bill is the brainchild of Fairmont Area Schools Superintendent Joe Brown who has worked on getting it passed for a number of years. The bill would allow students to take career-technical courses outside regular school hours through a shared-time arrangements. Superintendent Brown has consistently made the case that under current school schedules, students' ability to take career-technical courses are often constricted by other commitments. Other bills included: SF 1443 (Rosen), SF 1537 (Coleman), SF 1554 (Koran), and SF 1709 (Coleman).

**Interesting Editorial.** Former Minnesota Supreme Court Justice Eric Magnuson penned a very insightful editorial in this morning's Minneapolis *StarTribune*. It's hard to believe

that it has been almost 30 years since Skeen was decided and the state's education funding system was upheld. It also needs to be pointed out that Magnuson was counsel for the intervenors in the case against the plaintiffs. The plaintiffs, of course, were comprised of parents from SEE (then ASGSD) school districts. All that said, Magnuson makes a number of strong points while arguing in favor of the proposed Constitutional amendment largely fashioned by former Supreme Court Justice Alan Page. The piece highlights Page's dissent in Skeen, which in a very large sense underpins the foundation of the proposed amendment.

With no further adieu: Minnesota schools must aim higher with the Page amendment

POSTED BY BRAD AT 8:24 PM NO COMMENTS: 

WEDNESDAY, MARCH 10, 2021

## Things are Starting to Heat Up.



With the first committee deadline looming, things have started to move along as committees begin focusing on the first big steps toward honing their legislative statements for the session. It was a bit of a respite from hearing bills that will be acted upon as on Monday, the House Education Policy Committee heard HF 874 (Hassan), the proposed constitutional amendment that has been promoted by

former Minnesota Supreme Court Justice Alan Page and Minneapolis Federal Reserve Chair Neil Kashkari. The only real surprise in the testimony came from a number of witnesses who home school their children. I'm familiar with most of the arguments for and against the amendment, but there were several home school parents who believe that, if passed, the amendment would give the state the power to force their children out of their current home school arrangement and push them into other learning environments. It's not an argument I had heard before and I'm not a lawyer, so I can't really comment on the validity of their stance. It just seems very out of the ordinary.

While the constitutional amendment is controversial enough, it was merely a warm-up for the Senate Education Finance and Policy Committee later on Monday where Senator Roger Chamberlain's SF 1525 was heard. SF 1525 promotes Education Savings Accounts which could be used for private school tuition. The label on the initiative keeps changing, but the basic direction remains the same and the annual parade of testifiers looks remarkably the same year after year. It was a spirited discussion and much of that discussion is centered on vastly different approaches to closing the achievement gap between white students and students of color. Some believe that provide families greater control over their educational choices is the way to go, while others believe that the traditional system has not been given the level of support necessary to get to the heart of the challenges to higher achievement.

In some ways, these two hearings revolved around the same issue of how to close the achievement and opportunity gaps and it is fascinating to see how groups align when confronting these two initiatives.

**House Omnibus Policy Bill Posted and Heard.** The House Education Policy Committee heard the committee's omnibus policy bill today. The bill HF 1081 Delete-all Amendment (Richardson) is quite comprehensive and covers a lot of areas. The two sets of provisions that are the highest profile are the proposed changes to pupil dismissal and the tiered-licensure program overseen by PELSB. That wasn't the issue that elicited the greatest reaction from witnesses. Much of the testimony for or against provisions of the bill came from familiar quarters, but as in the case of

the constitutional amendment, there was a stream of home school parents who object to language in the bill that would require home schoolers to report their children's test scores to the state. About a decade ago, reporting requirements for home schoolers were greatly streamlined and while not marking a full return to the days when home schooling was more carefully monitored, it is a change that is being viewed as an intrusion on the rights of the home school families. The bill will be fully discussed on Friday and a number of amendments will be offered. The bill is longer than I anticipated it would be when the session began, but even with the challenges of "virtual" legislating, a number of ambitious proposals came forward on a broad range of education issues--increasing the number of teachers of color, tiered licensure, school discipline--that have been incorporated into this bill. The Senate omnibus education policy bill, which will be unveiled tomorrow, will also be discussed in committee on Friday.

POSTED BY BRAD AT 7:48 PM NO COMMENTS: 

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**Policy 430 RECRUITMENT AND SELECTION OF EMPLOYEES**

**I. PURPOSE**

The purpose of this policy is to provide clarity on the Northfield School District's recruitment and selection of employees.

**II. GENERAL STATEMENT OF POLICY**

1. The ~~D~~istrict will make every effort to attract, secure, and ~~hold~~ retain the highest qualified personnel for all employee positions. All candidates will be considered on the basis of their qualifications and the ~~D~~istrict needs. There will be no discrimination in the hiring process due to race, color, creed, religion, national origin, sex, sexual orientation, age, disability, marital or parental status, or status with regard to public assistance.
2. ~~HH~~. The ~~S~~uperintendent, or ~~his/her~~ their designee, shall develop procedures for the recruitment and selection of employees. These procedures shall include prioritizing applicants who have experience supporting a diverse population of learners.

Policy 430 Recruitment and Selection of Employees

Adopted: 03.14.2005; Updated: 11.2015; Updated: INSERT DATE HERE

School Board

NORTHFIELD SCHOOL DISTRICT NO. 659

Northfield, Minnesota

# Policy 436 ~~PROFESSIONAL LICENSED TEACHING STAFF PERFORMANCE~~ EVALUATIONS

## I. PURPOSE

~~The Northfield School Board Board of Education is committed to the goal of providing the best possible educational opportunities for students of the Northfield School District. It recognizes that educational programs are the results of the services of people. Therefore, it supports the position that a systematic evaluation process aimed at helping staff do a better job will result in improved services and educational opportunities for students. The purpose of licensed staff performance evaluations is to provide the best possible learner outcomes for students of the Northfield School District. Effective educators are essential to achieve this goal. Providing educators with ongoing feedback and coaching for continuous improvement will result in improved learner outcomes, higher quality services and the best educational opportunities for students.~~

## II. GENERAL STATEMENT OF POLICY

~~It shall be the policy of t~~The Northfield School Ddistrict to shall establish performance evaluation procedures for its probationary and tenured professional staff members. ~~These procedures shall include the establishing of objectives, strategies for achieving them, and an assessment of results.~~ The procedures objectives should shall focus on the improvement of both the individual and the program, and should be consistent with the personal goals of the individual as well as the educational goals of the program, department, building, and school district.

These performance evaluation procedures ~~should~~ shall enable the individual to understand more completely the scope of ~~his/her~~ their duties and responsibilities, place priorities, and clarify working relationships with students, peers, subordinates, and supervisors. ~~They~~ The evaluations should also provide a written record of individual achievement as well as information on how the employee is doing in relation to expectations and objectives. Procedures may also allow for obtaining input in the evaluation process from one or more of the following groups: students, peers, subordinates, parents, and other members of the community.

## III. PROBATIONARY STAFF

Probationary professional staff shall be evaluated pursuant to Minnesota Statute 122A.40, subd. 5. Data gathered during these evaluations will assist in making decisions regarding continuation of employment and granting of tenure status in the ~~Northfield School Ddistrict~~. Each licensed teaching professional staff member will receive the number of written evaluations on an annual basis during ~~his/her~~ their probationary period in compliance with the statute.

## IV. NONPROBATIONARY STAFF

Nonprobationary professional staff shall be evaluated pursuant to Minnesota Statute 122A.40, subd. 8. Each nonprobationary professional staff member will receive a written evaluation on a three-year review cycle in compliance with the statute.

## Policy 436 Professional Staff Performance Evaluations

Adopted: 10/12/92

Meet and Confer: 09.23.1992

Revised: 05.10.2004; Updates: INSERT DATE HERE

Renumbered from Policy GCN to Policy 436: 03.14.2005

School Board

NORTHFIELD SCHOOL DISTRICT

Northfield, Minnesota



**Policy 439 SUMMER SCHOOL TEACHERS - recommendation to sunset policy**

Summer school teachers will be recruited from the regular licensed teaching staff of the District. When no District teachers are available, summer school teachers will be recruited from outside the District.

Policy 439 Summer School Teachers  
Adopted: 03.14.2005

School Board  
INDEPENDENT SCHOOL DISTRICT NO. 659  
Northfield, Minnesota

**Executive Summary:** This report provides information about the District's work to address the COVID-19 global health pandemic's significant challenges and updates on the District's anti-racism work.

### Learning Model Update

The District welcomed back middle, high school, and Area Learning Center students for full-time, in-person learning on March 31. Elementary students continue in the full-time, in-person learning model that began on January 19, 2021 for Kindergarten-2nd grade students and February 1 for 3rd-5th grade students.

The return to full-time, in-person learning was made for several reasons:

- The state guidance from the Minnesota Department of Health (MDH) and the Minnesota Department of Education (MDE) was changed in February. The change in the required physical distancing from six feet to three feet made it possible for the district to host more students on campus. An additional change was removing the county COVID-19 infection rate per 10,000 residents as the central point of data about learning model decisions.
- The hybrid method, while a reasonable option due to the previous guidance, did not meet the needs of a significant number of students. Concerns have been raised about the number of Ds and Fs for middle school, high school, and ALC students. Our middle school, high school, and ALC staff did an excellent job of trying to support these students during the hybrid model.
- Staff vaccination alleviated the bulk of the district's staffing variables.

All learning model transitions have their challenges. While there were many positives associated with the return to a full-time learning model for middle, high school, and ALC students, there are also difficulties. An increase in the COVID-19 cases and students required to quarantine as a result was expected.

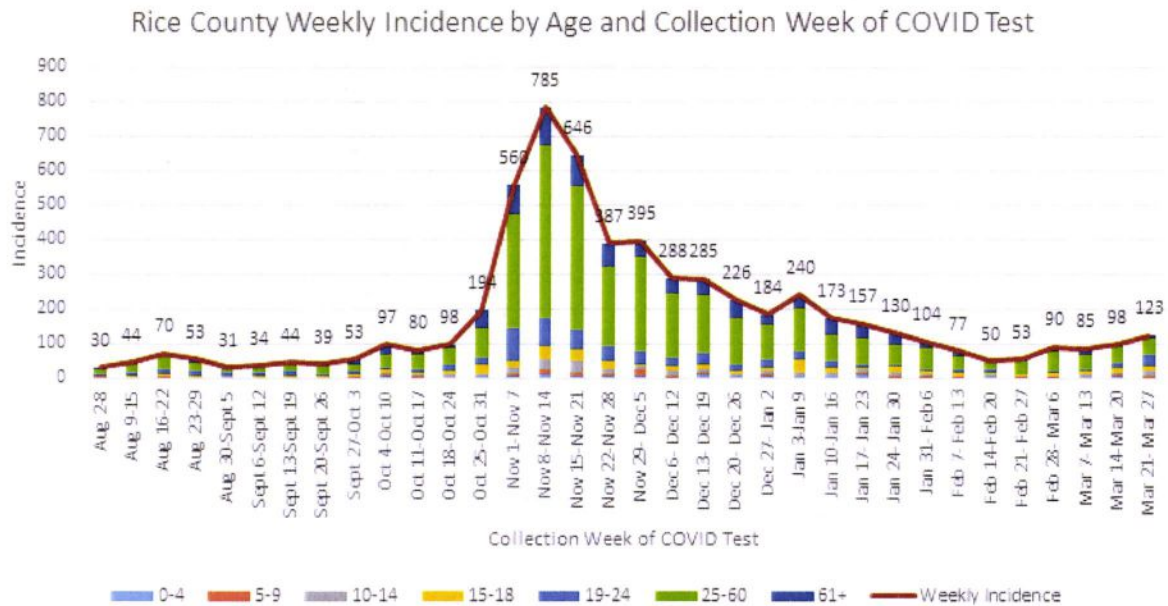
As of Wednesday, April 7, here is a snapshot of our schools' data

School	Influenza-Like Illness Rate	Students Quarantined	Total active cases
Area Learning Center	-	-	0
Bridgewater Elementary	0	1.90%	< 5
Greenvale Park Elementary	1.00%	8.90%	< 5
Northfield High School	2.06%	8.02%	11
Northfield Middle School	1.05%	1.67%	< 5
Sibley Elementary	0.94%	4%	< 5

The **influenza-like illness rate** denotes the percentage of students absent due to symptoms consistent with influenza-like illnesses, including COVID-19. This rate includes positive student COVID-19 cases. The **students quarantined** column indicates the percentage of students absent due to the need to be quarantined because they were a close contact to a person who has tested positive for COVID-19. The **total active cases** column indicates the number of student or staff COVID-19 cases reported in the last 14 days.

Of the current 18 active district cases as of April 7, 22% are members of the same family. At this point, only one case appears to have a connection to travel outside of Minnesota.

While the county infection rate per 10,000 residents is no longer a central data point, the district is still paying close attention to the rate of infection in Rice County.



While the rate has been increasing for the last several weeks, vaccinations have also been increasing with 34% of county residents having at least one dose of the vaccine and 22% having received two doses of it. Complicating matters, state health officials indicate that the B.117 variant is the predominant version of COVID-19 spreading throughout Minnesota.

### Spring Events, Commencement, and Senior Celebration

The district continues to apply evolving guidance to spring events. The Minnesota Department of Health has released updated guidelines for holding events, including capacity. We are analyzing each possible event and making decisions about them in alignment with the MDH guidelines.

Northfield High School plans to host its commencement ceremony at Memorial Field as scheduled on June 6 at 2:00 pm. The guidelines, based on the size of the venue, allow for two tickets per graduate. The ceremony will be live-streamed as well. Because the state guidelines for venues allow for far fewer people to gather indoors, moving the ceremony into the gymnasium is not possible. A rain date of June 7 at 6:30 pm has been scheduled.

A “senior celebration” that is intended to combine elements of prom and the senior lock-in is scheduled for Saturday, June 4. Principal Joel Leer described the tentative schedule in a message to seniors:

- The evening begins with a grand march in the high school gymnasium. This event will be for seniors only, and will resemble the prom grand march, without the normal crowd. Seniors will be announced, be able to walk across the stage, and have the opportunity for photographs. All are welcome to participate, individually, in pairs, or in socially distanced small groups.
- Following the grand march will be an outdoor, sit-down catered senior banquet set up in the parking area outside the auditorium entrance (door 10).
- Following the banquet, an “Un-Lock-In” under the Memorial Field lights will be held. This event is co-sponsored by the parents of the after-prom committee! Similar to the traditional lock-in, the field will be set up with more food & beverages, numerous games, activities, and events that will allow seniors to earn tickets that can be used to enter drawings prizes.
- The event is anticipated to be free of charge for seniors.

## **Elementary and Secondary School Emergency Relief Fund (ESSER) Update**

The district received its allocation from the ESSER II on April 6. The bill authorizing these funds was signed on December 27, 2020. The process can be delayed as the federal funds are officially allocated to states. States create a distribution plan based on the federal legislation and those plans are reviewed by the state's legislative action committee. Our allocation is \$1,165,984.65. The district, at this time, plans to allocate nearly all of the ESSER II funds to temporary FTE to prioritize core instruction and social/emotional support for the 2021-22 school year.

The district is projected to receive nearly three million dollars with ESSER III funds. These funds are yet to be released to districts by the state. We know a portion of this funding will be required to be used to support summer school opportunities.

The overall goal for the totality of ESSER funding is to support the acceleration of student learning post-pandemic and to stabilize the school district budget.

### **Strategic Planning**

The district will be scheduling a series of stakeholder feedback sessions to gain community insight about expectations of what the school district should achieve during the next five years. The district's vision will not change at this time. We will be using the sessions to gather feedback to update our strategic priorities. These strategic priorities, framed in more measurable terms than in the past, will be used to develop the district's 2022-23 through 2026-27 budget plan. Additional information will be provided as it becomes available.

### **Pulse Survey Results**

The District administered a third "pulse" survey of parents/guardians and employees. The survey window was open March 12 -19, 2021. There were a total of 478 parent submissions and 339 employee submissions. Every comment in the survey has been read. The summary of the results are included beginning on the next page of this report.

In summary, parents gave their highest rating to the statements "I receive timely communication on changes that occur at my child's school" (4.12) and "I am confident that my child's school is handling the COVID-19 challenge to keep my child safe" (4.02). The areas for the greatest growth were "I am confident that my child will not fall behind in school" (3.22) and "I receive feedback from my child's teacher(s) about my child's learning progress" (3.50).

Employees gave their highest ratings to the statements "I know what is expected of me at work" (4.21) and "I feel confident our school system is creating a safe work and learning environment" (4.10). The areas for the greatest growth were "I am involved in providing input to overcome these challenges" (3.53) and "I receive clear information about decisions that are made" (3.66).

District administration has conducted a review of the data and are identifying actions for improvement.

**Executive Summary:** The District administered a third “pulse” survey of parents/guardians and employees. The survey window was open March 12 -19, 2021. There were a total of 478 parent submissions and 339 employee submissions. Every comment in the survey has been read. Results are being analyzed to identify specific action steps for improvement.

**Parent/Guardian Survey Results**

Questions	Survey No. 3 Average Score (five-point scale) 478 respondents	Survey No. 3 “Agree or “Strongly Agree”	90 Day Average Score (five-point scale) 618 respondents	90 day “Agree or “Strongly Agree”	30 Day Average Score (five-point scale) 1,167 respondents	30 day “Agree or “Strongly Agree”
1. I am confident that my child’s school is handling the COVID-19 challenge to keep my child safe.	4.02	77.62%	4.09	79%	4.21	85%
2. I am confident that my child’s school is focused on the social emotional well-being of my child.	3.62	60.59%	3.54	58%	3.91	72%
3. I have the resources needed to help my child learn.	3.79	68.28%	3.71	64%	3.95	73%
4. I have access to my child’s teacher(s) when needed.	3.96	74.53%	4.01	78%	4.14	83%
5. I receive feedback from my child’s teacher(s) about my child’s learning progress.	3.50	55.77%	3.54	57%	3.57	58%
6. I am confident that my child will not fall behind in school.	3.22	47.80%	2.83	33%	3.44	53%
7. I receive timely communication on changes that occur at my child’s school.	4.12	84.49%	4.07	81%	4.16	86%

## Employee Survey Results

Note: There were five additional questions asked at the 90-day mark not asked at the 30-day mark.

Questions	Survey No. 3 Average Score (five-point scale) 339 respondents	Survey No. 3 “Agree or “Strongly Agree”	90 Day Average Score (five-point scale) 277 respondents	90 day “Agree or “Strongly Agree”	30 Day Average Score (five-point scale) 379 respondents	30 day “Agree or “Strongly Agree”
1. I feel confident our school system is creating a safe work and learning environment.	4.10	81%	4.07	79%	3.80	68%
2. I am aware of what is occurring in our school system to meet these challenges.	4.07	83%	4.16	85%	3.77	67%
3. I am involved in providing input to overcome these challenges.	3.53	55%	3.60	60%	3.15	40%
4. I am confident that our school system will overcome these challenges.	4.07	80%	4.18	85%	3.69	59%
5. I have the tools and equipment to do my job.	4.09	83%	4.13	84%	N/A	N/A
6. I know what is expected of me at work.	4.21	88%	4.26	91%	N/A	N/A
7. I receive feedback that helps me do a good job.	3.71	63%	3.87	70%	N/A	N/A
8. I feel informed about the changes that occur at work.	3.80	66%	3.98	77%	N/A	N/A
9. I receive clear information about decisions that are made.	3.66	59%	3.88	72%	N/A	N/A

# NORTHFIELD PUBLIC SCHOOLS

## School Board Minutes

March 8, 2021

District Office Boardroom

### 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: Baraniak, Butler, Gonzalez-George, Pritchard, Quinnell and Stratmoen. Absent: Goerwitz. In accordance with Governor Walz's Stay Safe Plan, this meeting was set up in accordance with the plan's social distancing guidelines. In addition, all those present wore face coverings the duration of the meeting. Present at this meeting was Dr. Matt Hillmann, Superintendent and Anita Aase, Executive Administrative Assistant. Present via video conference was Erin Bailey, Director of Community Education; Val Mertesdorf, Director of Finance; Joel Leer, Northfield High School Principal, and Kim Briske, Director of Technology Services. Also present was Sam Wilmes, reporter for the Northfield News. This meeting was live-streamed and recorded, and access to the recording was posted to the school district website.

### II. Agenda Approval/Table File

On a motion by Quinnell, seconded by Baraniak, the board approved the agenda.

### III. Public Comment

To accommodate the public comment portion of our meeting, members of the public were invited via the school district website to submit feedback to the board via email by 5:00 p.m. on March 8, 2021. All submissions that followed the district policy regarding public comment were read by Chair Pritchard. There were no public comments.

### IV. Announcements and Recognitions

- Dr. Hillmann shared the board's appreciation for our newly remodeled boardroom and walked through audio and video protocols for both the board and the public.

### V. Items for Discussion and Reports

#### A. High School Mascot Refresh

Principal Leer updated the board on the mascot refresh as directed by the Northfield School Board. Twenty proposed designs were submitted to Northfield High School administration for review. Those designs were brought to a committee of staff, administration, students, alumni, and community stakeholders to review and determine finalists. Three designs will be enhanced by Neuger Communications in preparation for the student body advisory vote. The school board will review the student vote data as well as the three final designs, and use that data along with administrative input on the process to approve the new mascot. The new mascot options will be presented at the April 12 board meeting and approval of the updated Raider mascot will be an item for individual action at the April 26 board meeting.

#### B. Teacher Laptop Lease Refresh

Director Briske presented the proposed lease for refreshing teacher laptop computers. The current lease expires June 30, 2021. In order to keep our staff technology up to date and performing well, Director Briske is recommending a new lease agreement. With recent changes to the MacBook line, we can lease the MacBook Air, which provides very similar performance to the MacBook Pro model with the configurations we recommend. Both the MacBook Pro and the MacBook Air can be configured to the exact same technical specifications. The MacBook Air provides a significant savings at \$1,309/device as compared to the Pro at \$1,579/device. Director Briske recommends the district renew the lease agreement for 400 each MacBook Airs at a cost of \$127,400 each year for four years. This will be an item for individual action at the April 12 board meeting.

Goerwitz arrived at 7:49 p.m.

C. Facility Rental and Service Fees

Director Bailey submitted her recommendation regarding the rental and service fees that cover maintenance, operations and staffing facilities. The board annually reviews the rental and service fees in compliance with Policy 902 Use of School District Facilities and Equipment Procedures. Director Bailey recommended no changes to Policy 902 and did recommend updating the procedures that accompany Policy 902 to reflect the addition of rentable conference rooms located at the Northfield School District Office.

D. Proposed 2021-2022 Internal Service Fund

Director Mertesdorf presented the proposed 2021-2022 Internal Service Fund Budget. The purpose of the Internal Service Fund is to record the financial transactions of the district's self-insured health and dental plan. Director Mertesdorf included a revised 2020-2021 budget for this fund. The board will be asked to adopt the 2021-2022 budget at the May 10, 2021 board meeting. The board will be asked to adopt the 2020-2021 revised budget at the April 12 board meeting.

E. Legislative Update

Dr. Hillmann and the Legislative Action Committee provided a legislative update and identified key areas of interest. The February forecast changed significantly and is forecast at \$1.6B surplus over the next biennium. We are a low property wealth district and we are interested in increasing referendum equalization aid and lobbying for it to stay in the tax bill versus the education bill. The Governor has a proposal which addresses declining enrollment aid and funding for summer programming and we are watching that closely, and we are working to maintain the two-tiered licensing system for educators that was put into effect a few years ago. Additionally we are asking the legislature to demonstrate restraint and limit and/or suspend any new policy initiatives this year.

F. Policy Committee Recommendations

Dr. Hillmann presented the policy committee's recommendations on policy 438. Revisions on policy 430 are in progress and policy 436 goes to Meet and Confer prior to coming to the board for a first reading and approval. The committee also reviewed policies 428, 434 and 437 and found no substantive changes.

G. American Indian Parent Meeting

Superintendent Hillmann provided an update on the annual American Indian Parent meeting held on Thursday, February 25, 2021. We have approximately 10 students that identify as Indigenous and two families attended the meeting. We asked families what is going well and how the district could better service students. The district has a small grant available and we are assessing how these funds may be used. The American Indian Parent Committee recommended meeting three times each year.

H. COVID-19 Response and Operations Update

Superintendent Hillmann informed the board that over half our total staff will receive their second COVID vaccination on March 10. Depending on the number of people who experience side effects, it may impact our ability to staff our schools. We have proactively shifted all K-12 classes to a distance learning day on Thursday, March 11.

The district's spring break is March 22-26, 2021 and we are encouraging all families and students to take a COVID test upon their return after spring break. We plan to return middle school, high school, and ALC students back to full-time, in person learning on Wednesday, March 31, 2021.

VI. Consent Agenda

On a motion by Goerwitz, seconded by Baraniak, the board approved the consent agenda.

A. Minutes

- Minutes of the Special Closed School Board meeting held on February 22, 2021
- Minutes of the Regular School Board meeting held on February 22, 2021



B. Gift Agreement

- \$5,452.31 from Wayne R. Stickley and Jennifer A. Tuma Memorial Scholarship Fund for scholarships

C. Financial Reports

1. Financial Report - October 2020

Director of Finance Val Mertesdorf requested that the Board approve paid bills totaling \$2,344,110.91, payroll checks totaling \$3,446,860.38, a wire transfer totaling \$771,961.08 from MN Trust Bldg Bond to MSDLAF Liquid, a wire transfer totaling \$350,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$350,000.00 from Frandsen Sweep to Frandsen General, and the financial reports for October 2020. At the end of October 2020 total cash and investments amounted to \$35,641,001.18.

2. Financial Report - November 2020

Director of Finance Val Mertesdorf requested that the Board approve paid bills totaling \$1,944,119.44, payroll checks totaling \$3,382,167.72, a wire transfer totaling \$771,961.08 from MN Trust Bldg Bond to MSDLAF Liquid, a wire transfer totaling \$200,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$250,000.00 from Frandsen Sweep to Frandsen General, and the financial reports for November 2020. At the end of November 2020 total cash and investments amounted to \$45,231,747.84.

3. Financial Report - December 2020

Director of Finance Val Mertesdorf requested that the Board approve paid bills totaling \$1,573,219.41, payroll checks totaling \$3,257,955.71, a wire transfer totaling \$400,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$350,000.00 from Frandsen Sweep to Frandsen General, and the financial reports for December 2020. At the end of December 2020 total cash and investments amounted to \$44,670,252.15.

4. Financial Report - January 2021

Director of Finance Val Mertesdorf requested that the Board approve paid bills totaling \$1,761,312.80 payroll checks totaling \$3,598,102.53, bond payments totaled \$17,003,837.51, a wire transfer totaling \$2,000,000.00 from MN Trust Oper to MSDLAF Liquid, \$10,761,382.53 from MN Trust Bond Refunding to MSDLAF Liquid, \$2,002,502.51 from MN Trust Bldg Bond to MSDLAF Liquid, a wire transfer totaling \$1,000,000.00 MSDLAF Max to MSDAF Liquid, \$500,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$500,000.00 from Frandsen Sweep to Frandsen General, and the financial reports for January 2021. At the end of January 2021 total cash and investments amounted to \$26,829,609.97.

D. Personnel

a) Appointments

1. Bea Chang, EarlyVentures Site Assistant for 10 hours/week at the NCEC, beginning 3/9/2021-5/31/2021; Step 1-\$13.61/hr.
2. Solvei Christopherson, Fall, Winter, & Spring Recreation position with Community Education, beginning 3/2/2021-5/31/2021; \$10.08/hr.
3. Anna Hershberger, General Ed EA-Media for 5.5 hours/day at Greenvale Park, beginning 3/8/2021; Gen Ed Step 1-\$15.45/hr.
4. Shana Hodel, 1.0 FTE Long Term Substitute English Learner Teacher at the Middle School, beginning 4/12/2021-6/10/2021; BA40, Step 1
5. Kyle Korynta, .60 FTE Assistant Track & Field Coach for 2 hours/day for 3 days/week at the High School, beginning 3/29/2021; Level F, Step 4 .60 FTE
6. Tania Legvold, Production Coordinator for RRR for 2 hours/day for 3 days/week at the High School, beginning 3/8/2021; Level F, Step 1
7. Sophia Nevin, Special Ed EA-PCA for 6.75 hours/day and Gen Ed EA for .25 hours/day at Sibley, beginning 3/1/2021-6/10/2021; Special Ed Step 1-\$16.05/hr. Gen Ed Step 1-\$15.45/hr.
8. Correction: Joey Silknitter, Community School Club Leader for up to 2 hours/day for up to 4 days/week at Greenvale Park, beginning 1/11/2021-6/10/2021; \$22.27/hr.
9. Innana Antley, 1.0 FTE EarlyVentures Teacher at the NCEC, beginning 3/15/2021; Step 4-\$18.29/hr.

10. Luis Diaz, Community School Club Leader for up to 3 hours/day for 2 days/week at Greenvale Park, beginning 3/11/2021-6/10/2021; \$22.27/hr.
  11. Courtney Gilomen, Special Ed EA-PCA for 6.75 hours/day at Greenvale Park, beginning 3/15/2021; Spec Ed Step 3-\$16.75/hr.
  12. Brianna Theis, Special Ed EA-PCA for 6.75 hours/day at the Middle School, beginning 3/12/2021; Step 1-\$16.05/hr.
  13. Craig Wasner, Rock N Roll Revival-Band Leader for 2 hours/day at the High School, beginning 3/8/2021; Level F, Step 10
  14. Kathy Wiertsema-Miller, .65 FTE Licensed School Counselor at the High School, beginning 3/4/2021-6/10/2021; MA40, Step 15
- b) Increase/Decrease/Change in Assignment
1. Jill Bohlen, Special Ed EA-PCA at Greenvale Park, add Special Ed EA PCA Bus for 1.08 hours/day for 2 days every other week with the District, effective 2/26/2021-6/10/2021.
  2. Kayla Christmas, Special Ed EA-PCA at Greenvale Park, add Special Ed EA PCA Bus for 1.08 hours/day for 8 days every two weeks with the District, effective 2/26/2021-6/10/2021.
  3. Mark Ensrud, High School Counselor, overload for 4th quarter in lieu of supervision.
  4. Allison Ims, EA PCA Health Aide for 12.25 hours/week at St. Dominic, add EA PCA Health Aide at Greenvale Park for a total of 19.75 hours/week, effective 3/1/2021-6/10/2021.
  5. Anna Kelly, Media Center EA for 5.50 hours/day at Greenvale Park, change to Media Center EA for 8 hours/day at the High School, effective 3/8/2021.
  6. Mary Magnuson, Regular Substitute with the District, add Due Process Support for an additional 60 hours at the High School, effective 3/1/2021-6/10/2021.
  7. Melvin Miller, Yearbook Advisor and Golf Coach at the High School, add Gen Ed Supervisory-Door Supervision for 5.75 hours/day at the High School, effective 3/1/2021-6/10/2021; Gen Ed Step 3-\$16.17/hr.
  8. Grace Schultz, Hand in Hand General Education Teacher for 40 hours/week at the NCEC, change to Hand in Hand General Education Teacher for 30 hours/week at the NCEC, effective 3/19/2021.
  9. Christina Suhsen, Special Ed EA-PCA at NCEC, add Special Ed EA PCA Bus for 1.50 hours/day for each Friday with the District, effective 3/5/2021-6/10/2021.
  10. Bob Sullivan, Teacher at the High School, add .4 Assistant Track & Field Coach at the High School, 2 hrs/day, 2 days/week, effective 3/29/2021; Level F, Step 1
  11. Carina Zick, Special Ed EA-PCA at Sibley, add Special Ed EA PCA Extracurricular/nonacademic hours are variable with the District, effective 3/1/2021-6/10/2021.
  12. Lucy Archibald, job share arrangement for the Bridgewater Elementary nurse position will continue through the 2021-22 school year.
  13. Brittany Braucher, CNA I- on Leave of Absence at the High School, change to CNA I for 3.75 hours/day at the High School, effective 3/30/2021.
  14. Courtney Gilomen, Special Ed EA-PCA at Greenvale Park, add General Ed EA 0.5 hours/day at Greenvale Park, effective 3/15/2021; Gen Ed Step 3-\$16.17/hr.
  15. Melody Leidall, job share arrangement for the Bridgewater Elementary nurse position will continue through the 2021-22 school year.
- c) Leave of Absence
1. Grace Schultz, Hand in Hand Gen Ed Teacher at the NCEC, Family/Medical Leave of Absence, beginning on or about 6/3/2021-10/1/2021.
  2. Mark Johnson, Teacher at the Middle School, Extended Leave of Absence for 3 years starting with the 2021-2022 school year.
  3. Paula Seeberg, Teacher at Sibley, Extended Leave of Absence for 3 years starting with the 2021-2022 school year.
  4. Linda Temple, Teacher at Bridgewater, Leave of Absence for the 2021-2022 school year.
  5. Earl Weinmann, Teacher at the Middle School, Extended Leave of Absence for 3 years starting with the 2021-2022 school year.
- d) Retirements/Resignations/Terminations
1. Jay Grossmann, Custodian Engineer at Greenvale Park, termination of employment effective 2/23/2021.
  2. Iain Hood, Custodian at the High School, resignation effective 2/23/2021.
  3. Lisa Hood, Special Ed Teacher at the NCEC, resigned effective at the end of the 2020-2021 school year.
  4. Lesly Martinez Reyes, Special Ed EA at Bridgewater, resignation effective 2/22/2021.
  5. Jacie Myers, Special Education Teacher at Greenvale Park, resignation effective at the end of the 2020-2021 school year.
  6. Margaret Witt, Instructional Coach - Behavior at Sibley, retirement effective 8/31/2021.

E. Grant Application Approval

Director Bailey requested board approval of a \$32,000.00 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. If received, this grant will provide after school and summer enrichment to over 850 Northfield youth in Kindergarten through 8th grade July 1, 2021 - June 30, 2022.

VII. Superintendent's Report

A. Items for Individual Action

1. Budget Containment. On a motion by Baraniak, seconded by Goerwitz, the board authorized district administration to enact the following strategies:

- Early retirement incentive for teachers, office employees and educational assistants
- Exploring advertising revenue in key locations throughout the district
- Utilizing an online payment vendor for activity officials
- Utilizing a maintenance ticket system to allocate staff salaries to LTFM on a project basis

VIII. Items for Information

A. Enrollment Report. Superintendent Hillmann reviewed the March 2021 Enrollment Report.

IX. Future Meetings

- A. Monday, April 12, 2021, 7:00 p.m., Regular Board Meeting, Northfield District Office Boardroom
- B. Monday, April 26, 2021, 7:00 p.m., Regular Board Meeting, Northfield District Office Boardroom
- C. Monday, May 10, 2021, 7:00 p.m., Regular Board Meeting, Northfield District Office Boardroom

X. Adjournment

On a motion by Stratmoen, seconded by Goerwitz, the board adjourned at 9:04 p.m.

Noel Stratmoen  
School Board Clerk

**NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT**

This agreement made this 8<sup>th</sup> day of March, 2021, by and between Carl Henry Step Up Scholarship Fund of the Capital Group American Funds 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**

\$1,000.00 for Step Up Scholarship, check # 76527306.

Carl Henry Step Up Scholarship Fund of the Capital Group  
Donor American Funds

By: Received in District office

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

INDEPENDENT SCHOOL DISTRICT No. 659

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

Clerk

**NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT**

This agreement made this 8<sup>th</sup> day of March, 2021, by and between College City Beverage, Inc., 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**

\$5,000.00 for Tom Blaisdell Scholarship, check #73870.

College City Beverage, Inc.

Donor

By: Received in District office

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

INDEPENDENT SCHOOL DISTRICT No. 659

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

Clerk

**NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT**

This agreement made this 29<sup>th</sup> day of March, 2021, by and between Saint Paul & Minnesota Foundation, 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**

\$4,767.20 for TORCH scholarship, check # 130783.

Saint Paul & Minnesota Foundation  
Donor

By:

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

INDEPENDENT SCHOOL DISTRICT No. 659

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

Clerk

**NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT**

This agreement made this 29<sup>th</sup> day of March, 2021, by and between Thomas Blaisdell Scholarship Fund of the Saint Paul, Minnesota Foundation 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**

\$1,562.99 for Tom Blaisdell and Skip Boyum Scholarships, check # 130859.

Thomas Blaisdell Scholarship Fund of the Saint Paul, Minnesota Foundation  
Donor

By:

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

INDEPENDENT SCHOOL DISTRICT No. 659

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

Clerk

## RESOLUTION ACCEPTING DONATIONS

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, Minnesota Statutes 123B.02, Sub. 6 provides: “The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”; and

**WHEREAS**, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”; and

**WHEREAS**, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

**THEREFORE, BE IT RESOLVED**, that the School Board of Northfield Public Schools, ISD 659, gratefully accepts the following donations as identified below:

Donor	Item	Designated Purpose (if any)
Carl Henry step Up Scholarship Fund of the Capital Group American Funds	\$1,000.00	Step Up Scholarship
College City Beverage, Inc.	\$5,000.00	Tom Blaisdell Scholarship
Saint Paul & Minnesota Foundation	\$4,767.20	TORCH Scholarship
Thomas Blaisdell Scholarship Fund of the Saint Paul & Minnesota Foundation	\$1,562.99	Tom Blaisdell and Skip Boyum Scholarships

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: Julie Pritchard, Chair

By: Noel Stratmoen, Clerk



**Northfield Public Schools Portage Program  
 Online Learning Provider Application  
 Narrative Presentation to the School Board  
 April 12, 2021**

**Application Link - [Click Here](#)**

Slide Number	Notes
1	<p>On February 22, 2021 the board heard our preliminary intent to seek MDE approval as an online provider for the Portage program in the 21-22 school year and beyond. Tonight we present the application requiring your approval for submission to MDE.</p> <p>As you may recall, all districts were required to offer a 100% online option to families this year. Moving forward (as of this moment), districts must have MDE approval to be certified as an online provider.</p>
2	<p>When we initially started this process, we set out to complete the application parts according to MDE guidelines. We realized our stakeholders could provide valuable feedback about our existing program, so our timeline was adjusted to allow for the collection of stakeholder feedback, a review of vendors and collaboration with MDE and other districts in the process of becoming online providers.</p> <p>Once MDE receives our completed application, they have 90 days to respond per state legislation.</p>
3	<p>Following the February board meeting, we have held meetings with both the secondary and elementary teaching teams, the Portage Educational Assistants, secondary and elementary parents, and online curriculum vendors.</p> <p>If the application is approved for submission by the board tonight, it will be submitted to MDE, and we can begin the enrollment process pending MDE approval.</p>
4	<p>18 Portage teachers reviewed sections of the application and provided insights and feedback on the elements of the plan. They also attended three vendor presentations, reviewed the different</p>

	<p>vendor platforms and offered feedback on both the content and user experience in each program.</p> <p>10 Educational Assistants provided their perspectives on family and student needs specific to the online learning environment, as well as other insights about the strengths and challenges of learning in the Portage program.</p> <p>Parent meetings were held via Zoom and small groups completed the Plus/Delta process to identify strengths of the current program, areas for improvement and other specific insights. 9 secondary parents and 12 elementary parents participated in these Plus/Delta sessions.</p> <p>Each of these stakeholder groups provided specific feedback about how to onboard parents and students successfully, structure of the day and other plan components. I am extremely thankful for their willingness to be part of our application development.</p>
5	<p>Our team attended presentations from the three largest online course providers: Edgenuity, Apex and Edmentum</p> <p>After reviewing the platforms and coursework, Northfield has selected Edgenuity as our partner in the Portage online learning program for secondary students.</p>
6	<p>I also met with other districts who are in the process of completing their applications to share ideas and feedback from MDE. In addition, I was able to meet with the two MDE leads for online learning. They were able to provide greater clarity on the application components and shared two exemplar applications from other districts.</p>

7

We continue to recognize the level of uncertainty that exists in our current learning environment. In February, we polled our Portage parents about their intent to remain in the program for the upcoming year. At that time, approximately 50% of respondents said they were likely or highly likely to enroll in Portage next year.

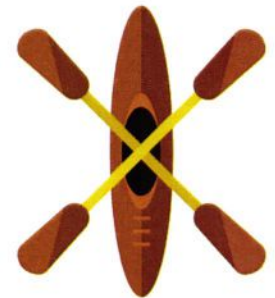
At the end of March/early April, we sent out an intent to enroll form to our current Portage families. We have received 132 responses (K-12). 30 students from 18 families intend to enroll in 2021-2022 (14%) and 61 students from 36 families unsure about enrollment in Portage next year (27%). The remaining 59% of respondents plan to send their children back to school in person next year. We know these responses can fluctuate based on COVID numbers in the community.

As an approved MDE online provider, we will be able to enroll students from anywhere in Minnesota. We recognize that the Portage program has been a great choice for many of our families and believe this programming model is an important addition to the district moving forward.

# Northfield Public Schools Portage Program

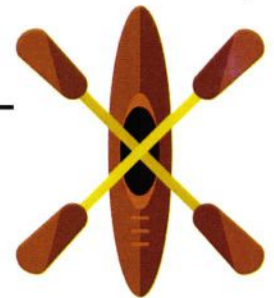
**Online Learning Provider Application to MDE**

Presentation to the School Board for final approval: 4/12/21



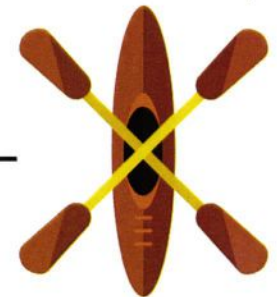
# Application Process

- ❖ Initial timeline
- ❖ Stakeholder input
- ❖ Vendor presentations
- ❖ Big 9 and MDE insights
- ❖ Looking ahead



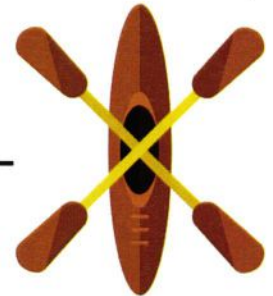
## Timeline

- ❖ Board introduction on February 22, 2021
- ❖ Teaching team input, including vendor reviews
- ❖ Parent Plus/Delta sessions
- ❖ Board approval tonight
- ❖ 90 day response time from MDE
- ❖ Enrollments can begin pending MDE approval



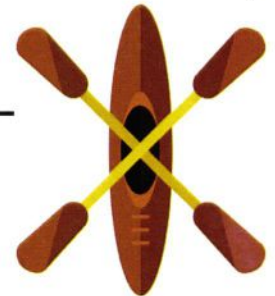
## Stakeholder Input

- ❖ Secondary and elementary teaching team contributions
- ❖ Educational Assistant input
- ❖ Secondary and elementary parent Plus/Delta feedback sessions
- ❖ MDE meeting
- ❖ Big 9 collaboration



# Vendor Presentations

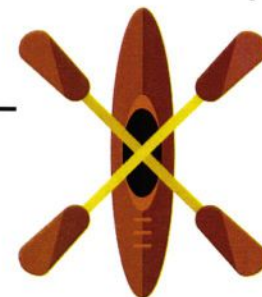
- ❖ Apex
- ❖ Edmentum
- ❖ Edgenuity





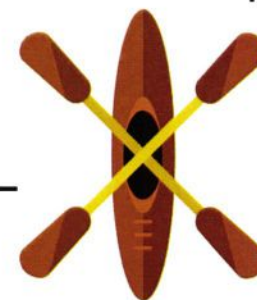
## Big 9 and MDE Insights

- ❖ Owatonna, Red Wing, Winona
- ❖ Meeting with MDE staff
- ❖ Exemplar plans from MDE

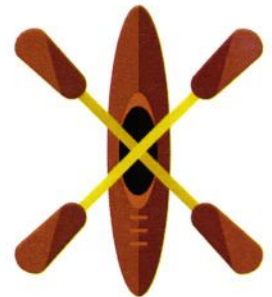


## Looking Ahead

- ❖ Board Approval
- ❖ Plan submission
- ❖ 90 day review period
- ❖ Enrollment can commence pending MDE approval
  - Current parent intent:
    - 132 responses (K-12)
    - 30 students from 18 families with intent to enroll in 21.22 (14%)
    - 61 students from 36 families unsure about enrollment in Portage next year (27%)



# Questions?



## New State-approved Online Learning Providers Application

### I. Applicant Information

A. Program Name: Northfield Public Schools' Portage Program

B. Organization Type (check one)

- Independent District ✓
- Charter School
- Intermediate District
- Consortium of Districts under a Joint Powers Agreement  
(list districts)

C. District or Charter Number: (fill in) 0659

D. Address (fill in)

201 Orchard Street S  
Northfield, Minnesota 55057

E. Contact Name: (fill in)

Matt Hillmann, Ed.D., Superintendent of Schools  
Email: [mhillmann@northfieldschools.org](mailto:mhillmann@northfieldschools.org)  
Phone: (507) 663-0629

Hope Langston, Director of Instructional Services  
Email: [hlangston@northfieldschools.org](mailto:hlangston@northfieldschools.org)  
Phone: (507) 645-3436

### II. Program Information

A. Program Type: (check one)

- Comprehensive
- Supplemental
- Comprehensive & Supplemental ✓

B. Grade Levels: (fill in) K-12

C. Enrollment Type: (check one)

- fixed terms – (enter start dates of terms) ✓ (to align with the District’s regular school calendar)

1. 9/7/2021 - 1/27/2022

2. 1/28/2022 - 6/8/2022

- flexible or rolling enrollment – (please describe and list dates)

D. Management & Operations – indicate how services are delivered in the program.

Service	Local District	Contract (non-profit)	Contract (for-profit)	Notes
Program Management	✓			Northfield Public Schools will manage the program, called <b>Portage</b> , internally. An administrator will be assigned responsibility for the leadership and management.
IT Infrastructure (LMS)	✓		✓	Northfield Public Schools staff and students will use Edgenuity’s suite of products to support secondary students in the Portage program in grades 6-12.  At the elementary grades, Portage students will use Seesaw (K-3) and Schoology (4-5) to manage their schoolwork.
Student Technical Support	✓		✓	Northfield Public Schools will use a combination of District Technology Services personnel and the Edgenuity support team to ensure student technology works unabated.
Curriculum Assembly & Course Content	✓		✓	Programming Tiers:  1 - Edgenuity purchased courses for 100% of their educational experience customized and supported by a local learning coach and with MN licensed teachers in core content area (secondary students only)  2 - Locally developed coursework delivered in an blended, asynchronous/synchronous totally

				<p>online environment (elementary grade levels only)</p> <p>3 - Edgenuity purchased courses for targeted elective courses normally not offered by the District with MN licensed Edgenuity teacher (secondary students only)</p> <p>4 - Northfield teacher created blended asynchronous/synchronous courses with live support, aligned to state standards and district requirements (elementary and secondary students)</p>
Hiring Teachers	√		√	<p>At the secondary level (grades 6-12), Northfield Public Schools will use a combination of locally hired “learning coaches” who are licensed teachers to support student progress in their content areas and in grade level student groups. Additionally, the Portage program will employ district teachers as content tutors to support students needing additional instruction to master course material. The program will also use MN licensed teachers through Edgenuity to support courses that Northfield Public Schools cannot offer with its existing staff.</p> <p>Students in grades K-5 will receive instruction both synchronously and asynchronously from Northfield teaching staff assigned to the Portage program.</p>
Marketing	√			<p>Northfield Public Schools will market the Portage program to district families through print and digital means.</p>
Teacher Evaluation/ Training/ Professional	√			<p>Northfield Public Schools will use its existing TDE process for local teachers and a program evaluation model described below for the purchased content</p>
Individual Tutoring		√		<p>The Portage Program has two full time Americorp Promise Fellows who offer targeted tutoring for students as well as student social activities.</p>

### III. Statutory Compliance

State-approved online learning providers are responsible to be aware, understand and implement current education statutes including, but not limited to the Online Learning Option Act. The applicant is responsible to annually review [Minnesota Statutes, Section 124D.095](#) and demonstrate understanding of the obligations and requirements of an Online Learning (OLL) Program provider as specified in law.

#### 124D.095 ONLINE LEARNING OPTION.

Subdivision 1. Citation. This section may be cited as the "Online Learning Option Act."

Subd. 2. Definitions. For purposes of this section, the following terms have the meanings given them.

(a) "Digital learning" is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and includes blended and online learning.

(b) "Blended learning" is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.

(c) "Online learning" is a form of digital learning delivered by an approved online learning provider under paragraph (d).

(d) "Online learning provider" is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by the department to provide online learning courses.

(e) "Student" is a Minnesota resident enrolled in a school under section 120A.22, subdivision 4, in kindergarten through grade 12.

(f) "Online learning student" is a student enrolled in an online learning course or program delivered by an online learning provider under paragraph (d).

(g) "Enrolling district" means the school district or charter school in which a student is enrolled under section 120A.22, subdivision 4, for purposes of compulsory attendance.

(h) "Supplemental online learning" means an online learning course taken in place of a course period at a local district school.

(i) "Full-time online learning provider" means an enrolling school authorized by the department to deliver comprehensive public education at any or all of the elementary, middle, or high school levels.

(j) "Online learning course syllabus" is a written document that an online learning provider transmits to the enrolling district using a format prescribed by the commissioner to identify the state academic standards embedded in an online course, the course content outline, required course assessments, expectations for actual teacher contact time and other student-to-teacher communications, and the academic support available to the online learning student.

Subd. 3. Authorization; notice; limitations on enrollment.

(a) A student may apply for full-time enrollment in an approved online learning program under section 124D.03 or 124D.08 or chapter 124E. Notwithstanding sections 124D.03 and 124D.08 and chapter 124E, procedures for enrolling in supplemental online learning are as provided in this subdivision. A student age 17 or younger must have the written consent of a parent or guardian to apply. No school district or charter school may prohibit a student from applying to enroll in online learning. In order to enroll in online learning, the student and the student's parents must submit an application to the online learning provider and identify the student's reason for enrolling. An online learning provider that accepts a student under this section must notify the student and the enrolling district in writing within ten days if the enrolling district is not the online learning provider. The student and the student's parent must notify the online learning provider of the student's intent to enroll in online learning within ten days of being accepted, at which time the student and the student's parent must sign a statement indicating that they have reviewed the online course or program and understand the expectations of enrolling in online learning. The online learning provider must use a form provided by the department to notify the enrolling district of the student's application to enroll in online learning.

(b) The supplemental online learning notice to the enrolling district when a student applies to the online learning provider will include the courses or program, credits to be awarded, and the start date of the online course or program. An online learning provider must make available the supplemental online course syllabus to the enrolling district. Within 15 days after the online learning provider makes information in this paragraph available to the enrolling district, the enrolling district must notify the online provider whether the student, the student's parent, and the enrolling district agree or disagree that the course meets the enrolling district's graduation requirements. A student may enroll in a supplemental online learning course up to the midpoint of the enrolling district's term. The enrolling district may waive this requirement for special circumstances and with the agreement of the online provider. An online

learning course or program that meets or exceeds a graduation standard or the grade progression requirement of the enrolling district as described in the provider's online course syllabus meets the corresponding graduation requirements applicable to the student in the enrolling district. If the enrolling district does not agree that the course or program meets its graduation requirements, then: (1) the enrolling district must make available an explanation of its decision to the student, the student's parent, and the online provider; and (2) the online provider may make available a response to the enrolling district, showing how the course or program meets the graduation requirements of the enrolling district.

(c) An online learning provider must notify the commissioner that it is delivering online learning and report the number of online learning students it accepts and the online learning courses and programs it delivers.

(d) An online learning provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications.

(e) An enrolling district may reduce an online learning student's regular classroom instructional membership in proportion to the student's membership in online learning courses.

(f) The online provider must report or make available information on an individual student's progress and accumulated credit to the student, the student's parent, and the enrolling district in a manner specified by the commissioner unless the enrolling district and the online provider agree to a different form of notice and notify the commissioner. The enrolling district must designate a contact person to help facilitate and monitor the student's academic progress and accumulated credits towards graduation.

#### Subd. 4. Online learning parameters.

(a) An online learning student must receive academic credit for completing the requirements of an online learning course or program. Secondary credits granted to an online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including online learning students, and must continue to provide nonacademic services to online learning students. If a student completes an online learning course or program that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met. The enrolling district must use the same criteria for accepting online learning credits or courses as it does for accepting credits or courses for transfer students under section 124D.03, subdivision 9. The enrolling district may reduce the course schedule of an online learning student in proportion to the number of online learning courses the student takes from an online learning provider that is not the enrolling district.

(b) An online learning student may: (1) enroll in supplemental online learning courses equal to a maximum of 50 percent of the student's full schedule of courses per term during a single school year and the student may exceed the supplemental online learning registration limit if the enrolling district permits supplemental online learning enrollment above the limit, or if the enrolling district and the online learning provider agree to the instructional services; (2) complete course work at a grade level that is different from the student's current grade level; and (3) enroll in additional courses with the online learning provider under a separate agreement that includes terms for paying any tuition or course fees.

(c) An online learning student has the same access to the computer hardware and education software available in a school as all other students in the enrolling district. An online learning provider must assist an online learning student whose family qualifies for the education tax credit under section 290.0674 to acquire computer hardware and educational software for online learning purposes.

(d) An enrolling district may offer digital learning to its enrolled students. Such digital learning does not generate online learning funds under this section. An enrolling district that offers digital learning only to its enrolled students is not subject to the reporting requirements or review criteria under subdivision 7, unless the enrolling district is a full-time online learning provider. A teacher with a Minnesota license must assemble and deliver instruction to enrolled students receiving online learning from an enrolling district. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license.

(e) Both full-time and supplemental online learning providers are subject to the reporting requirements and review criteria under subdivision 7. A teacher holding a Minnesota license must assemble and deliver instruction to online learning students. The delivery of instruction occurs when the student interacts with the computer or the teacher and receives ongoing assistance and assessment of learning. The instruction may include curriculum developed by persons other than a teacher holding a Minnesota license. Unless the commissioner grants a waiver, a teacher providing online learning instruction must not instruct more than 40 students in any one online learning course or program.

(f) To enroll in more than 50 percent of the student's full schedule of courses per term in online learning, the student must qualify to exceed the supplemental online learning registration limit under paragraph (b) or apply to enroll in an approved full-time online learning program, consistent with subdivision 3, paragraph (a). Full-time online learning students may enroll in classes at a local school under a contract for instructional services between the online learning provider and the school district.

#### Subd. 5. Participation in extracurricular activities.



An online learning student may participate in the extracurricular activities of the enrolling district on the same basis as other enrolled students.

Subd. 6. Information.

School districts and charter schools must make available information about online learning to all interested people.

Subd. 7. Department of Education.

(a) The department must review and approve or disapprove online learning providers within 90 calendar days of receiving an online learning provider's completed application. The commissioner, using research-based standards of quality for online learning programs, must review all approved online learning providers on a cyclical three-year basis. Approved online learning providers annually must submit program data to, confirm statements of assurances for, and provide program updates including a current course list to the commissioner.

(b) The online learning courses and programs must be rigorous, aligned with state academic standards, and contribute to grade progression in a single subject. The online learning provider, other than a digital learning provider offering digital learning to its enrolled students only under subdivision 4, paragraph (d), must give the commissioner written assurance that: (1) all courses meet state academic standards; and (2) the online learning curriculum, instruction, and assessment, expectations for actual teacher-contact time or other student-to-teacher communication, and academic support meet nationally recognized professional standards and are described as such in an online learning course syllabus that meets the commissioner's requirements. Once an online learning provider is approved under this paragraph, all of its online learning course offerings are eligible for payment under this section unless a course is successfully challenged by an enrolling district or the department under paragraph (c).

(c) An enrolling district may challenge the validity of a course offered by an online learning provider. The department must review such challenges based on the approval procedures under paragraph (b). The department may initiate its own review of the validity of an online learning course offered by an online learning provider.

(d) The department may collect a fee not to exceed \$250 for approving online learning providers or \$50 per course for reviewing a challenge by an enrolling district.

(e) The department must develop, publish, and maintain a list of online learning providers that it has reviewed and approved.

(f) The department may review a complaint about an online learning provider, or a complaint about a provider based on the provider's response to notice of a violation. If the department determines that an online learning provider violated a law or rule, the department may: (1) create a compliance plan for the provider; or (2) withhold funds from the provider under sections 124D.095, 124E.25, and 127A.42. The department must notify an online learning provider in writing about withholding funds and provide detailed calculations.

Subd. 8. Financial arrangements.

(a) For a student enrolled in an online learning course, the department must calculate average daily membership and make payments according to this subdivision.

(b) The initial online learning average daily membership equals 1/12 for each semester course or a proportionate amount for courses of different lengths. The adjusted online learning average daily membership equals the initial online learning average daily membership times .88.

(c) No online learning average daily membership shall be generated if: (1) the student does not complete the online learning course, or (2) the student is enrolled in online learning provided by the enrolling district.

(d) Online learning average daily membership under this subdivision for a student currently enrolled in a Minnesota public school shall be used only for computing average daily membership according to section 126C.05, subdivision 19, paragraph (a), clause (2), and for computing online learning aid according to section 124D.096. Subd. 9.

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#### IV. Program Narrative

A quality Online Learning (OLL) Program follows quality program standards. Please submit a program narrative with the following bold headings that answer the prompts in italics below. These standards are adapted from [iNACOL Quality Online Program Standards](#). These program standards are echoed in the three-year review process.

##### **Institutional Standards**

**Mission Statement:** A mission statement of a quality online program clearly conveys its purpose and goals. It serves as the basis for the program's day-to-day operations, as well as a guide for its strategic plans for the future. Everyone within the organization understands the mission statement and works to achieve it.

***What is your program mission statement?***

##### **Northfield's Portage Program Mission Statement:**

The mission of Northfield Public Schools is to deliver educational excellence that empowers all learners to engage in our dynamic world. The District's vision is to prepare every student for lifelong success within a world class learning environment with a commitment to community partnerships and sustainability.

As a vital program in the Northfield School District, the Portage mission statement is aligned with our district mission and vision statements: "The Portage program will prepare every student for lifelong success through customized access to an education designed to meet the unique interests and abilities of every enrolled student resulting in measurable student engagement and academic growth.

***Explain how the organization will work to ensure the mission statement is understood and drives all of the work.***

Approximately 17%, (660 students) of our K-12 population enrolled in our Portage program in the 2020-2021 school year. Approximately half of these families have indicated that they would like to continue their education online in the 2021-2022 school year. Our district mission to empower our students to engage in a dynamic world now includes the Portage online learning model in addition to preparing students in brick and mortar buildings. The option to learn online is now an integral part of public education, and we are called to fulfill the Portage mission for the students and families who choose to learn in a virtual model.

As part of the district's continuous improvement cycle, the 20-21 Portage elementary and secondary teaching teams, students and elementary and secondary parent focus groups provided feedback on the current school year experience and perspectives on moving ahead with plans to make Portage a permanent part of the Northfield School District educational system.

- Elementary and secondary teachers participated in a series of meetings to review application components, review online vendors and analyze strengths and challenges of the current Portage model.
- Parent focus groups were held for both secondary and elementary parents. Parents unable to attend these meetings were able to provide feedback via phone, email or google form.
- Over half of our Portage secondary students responded to a survey about their experience in Portage programming this year

All stakeholder input has been reviewed and is incorporated into this application. We use these opportunities to gather feedback to be sure the mission and vision of the district and Portage program is fully understood and part of our day to day work with students and families.

The district will ensure that all work operationalizes our mission statement by:

- Communicating the statement in multiple languages and accessible formats
- Directly linking our decision making process to the the stated mission

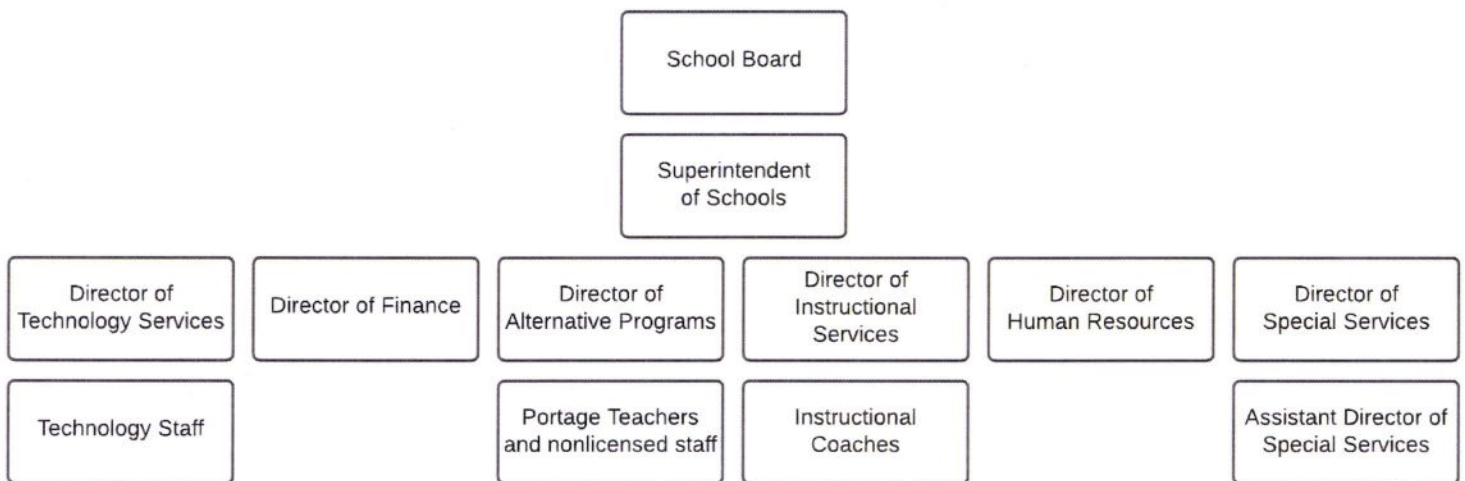
- Continuously evaluating our practices to ensure they are achieving our mission
- Engaging key stakeholders in periodic review of our mission and alignment to practices
- Ongoing equity training for staff

**What outcome data will you collect to inform you about the effectiveness of your mission statement?**

- Mastery of state standards via course completion rates and annual graduation rate
- Data from nationally normed standardized assessments such as NWEA MAP, MCAs and ACT
- Student perception data from teacher evaluation surveys and district family engagement surveys
- Alumni Tracking System and Clearinghouse data to measure student post secondary outcomes
- [Northfield World's Best Workforce goals](#)
- At least 80% of Portage students will be in attendance and complete their daily coursework without the need for additional MTSS support.
- Stakeholder feedback collected in surveys and focus groups

**Governance:** Governance is provided by a Board of Directors, Advisory Board, or a School Board working with each other to develop policies for programming and staff.

Provide an organizational chart listing all key positions and people in those positions (include any roles filled by external contractors):



List the responsibilities for each role in the organization.

- **School Board**
  - Governs the school district through policy and strategic direction
- **Superintendent**
  - Leads the implementation of policy and strategic direction
  - Develops systems to create, monitor and achieve district goals
  - Allocates financial and human resources to implement district programs and strategies to achieve district goals
- **Instructional Services**
  - Develops and implements a consistent suite of instructional programming across the district that is evidenced based and aligned with state standards
  - Provides staff development opportunities to develop staff instructional approaches
  - Direct the district PLC process to ensure staff collaboration and ongoing reflection, to improve student outcomes

- Complete annual program evaluation of the Portage Online Program which includes an assessment of graduation and credit attainment data, student progress and mastery of grade level standards, staff, parent and student satisfaction survey data, standardized test and Minnesota Student Survey results
- **Alternative Services**
  - Implements and monitors the Portage Online Program
  - Develops an annual School Improvement Plan that is approved by the district school board and is available to all stakeholders
  - Manages student registration, stakeholder communication, staffing, course offerings, materials acquisition and other resources needed to implement the online program
  - Supervise the program operation including staff performance, student progress, MTSS support, social emotional learning and special education/504 services
  - Develop and maintain clear channels of communication with all stakeholders including the district school board, superintendent, program staff, parents, students and related service staff
  - Implements a Portage Advisory Team which includes administrators, teachers, parents, students and community members
  - Supervises the Portage student leadership team
  - Monitors the PLC work of the Portage staff
  - Collaborates with the district MTSS team to determine if enrollment, withdrawal and other program practices create challenges that may impact a student's ability to be successful in the Portage program
  - Employ evidence based strategies to support students who encounter challenges in the learning while enrolled in the Portage program
- **Special Services**
  - Monitors and manages the implementation of special education services in the Portage program in collaboration with the Portage Alternative Services Director

*What outcome data will you collect to inform you about the effectiveness of your governance structure?*

- **Student academic performance data**

- **Secondary Students (grades 6-12)**

- At least 80% of Portage secondary students will meet their pacing goals with a grade of C or higher at each quarterly check in.

- **Elementary Students (grades K-5)**

- At least 90% of elementary Portage students will demonstrate consistent attendance
    - The performance of Portage elementary students will meet or exceed the performance of students attending in-person on both curricular and standardized assessments.

- **Staff engagement survey data**

- The annual [Portage employee engagement survey](#) will earn a rating of at least 4.0 on a five point scale across 18 survey questions.

- **Parent satisfaction survey data**

- The annual [Portage parent satisfaction survey](#) will earn a rating of at least 4.0 on a five point scale across 17 parent satisfaction survey questions.

- **Student engagement survey data**

- The annual [Portage student engagement survey](#) will earn a rating of at least 4.0 on a five point scale across the questions (different based on student age level)

- **Secondary student work completion and attendance data** - Student attendance will meet or exceed 90% using a 7 day rolling average. This rolling calculation allows for student agency in scheduling their work, but maintains a structure to ensure adequate progress.
- **Credit attainment data**
- **Financial impact data**

*Attach official documents as evidence of approval to the application: (only those that apply to your organization type e.g. **School Board approval**, Joint Powers of Authority approval, Consortia approval, Charter School Authorizer approval)*

**Northfield School Board will approve the application at their 4/12/21 meeting. Preliminary plan was shared at the 2/22/21 Board meeting.**

**Leadership and Planning:** Governance and leadership work hand-in-hand, developing operational policies for the program and its leadership and staff. Program policies and practice promote equity and support students' ability to access the program. Planning is managed by leadership and staff. Program uses strategic planning, long-range and operational planning along with annual goal setting including alignment with Minnesota Statute 120B.11 (World's Best Workforce).

*Describe the processes in place for stakeholder feedback and continuous program improvement, including roles and responsibilities for those involved.*

**District stakeholders are offered multiple opportunities each year to offer feedback. The district uses it to continuously improve the programs and services offered to families.**

- 1. Parents are invited to complete an annual parent satisfaction survey. The program administrator will share the data with the Portage staff through a survey "rollout" process. This process includes the presentation for the data and small group activities to identify why the highest rated items earned praise and what ideas the staff have to increase parent satisfaction for the lowest rated items. This process is repeated with a focus group of parents. The program administrator creates an action plan that identifies what will be done to improve satisfaction on the lowest rated items, who is responsible for the actions, the timeline for completing the actions, and a schedule for progress updates with staff and parents.**
- 2. Program staff are invited to complete an annual employee engagement survey. The program administrator will share the data with the Portage staff through a survey "rollout" process. This process includes the presentation for the data and small group activities to identify why the highest rated items earned praise and what ideas the staff have to increase employee engagement for the lowest rated items. The program administrator creates an action plan that identifies what will be done to improve satisfaction on the lowest rated items, who is responsible for the actions, the timeline for completing the actions, and a schedule for sharing progress updates with staff.**
- 3. Students are invited to complete an annual student engagement survey. The program administrator will share the data with the Portage staff through a survey "rollout" process. This process includes the presentation for the data and small group activities to identify why the highest rated items earned praise and what ideas the staff have to increase student engagement for the lowest rated items. The program administrator creates an action plan that identifies what will be done to improve satisfaction on the lowest rated items, who is responsible for the actions, the timeline for completing the actions, and a schedule for sharing progress updates with students.**
- 4. The program administrator will conduct "rounding" meetings with Portage staff twice per year. The rounding process includes a series of questions, including (but not limited to):**
  - a. What's going well for you right now?**

- b. What could we, as a program, be doing better?
- c. Do you have all the materials and equipment needed to effectively do your job?
- d. Are you feeling supported?
- e. Is there anyone who has been especially helpful to you that we could recognize?

After the rounding process is complete, the program administrator creates a report that includes the three areas most often cited as “going well,” the two areas most often cited for improvement, and one action that will be taken to address the area(s) of improvement.

5. The program administrator will conduct a plus/delta activity twice per year with a representative group of parents. The process will include an open dialogue around two questions:
  - a. What’s going well for you right now?
  - b. What could we, as a program, be doing better?

After the process is complete, the program administrator creates a report that will be shared with staff and parents. Actions that are taken to address areas for improvement will be shared with students and families.

*List any enrollment policies or guidelines that are in place. NOTE: Fees and policies that may be discriminatory are not allowed.*

- Every K-12 student enrolled in Northfield Public Schools and interested in the Portage program has the opportunity to enroll in the Portage program.
- Prior to enrolling in any of the programs, families will receive information and be asked to affirm their commitment to support their children in any of the Portage programs. Services will be offered to families who need training and or other assistance to find success in the Portage program.
- Students interested in any of the Portage program options will complete a nationally-recognized skill and disposition inventory to gauge their readiness to fully participate in the online environment and to determine what additional supports might be necessary and appropriate to ensure their success.
- Students will be provided with district-issued devices to access instructional programming.
- Students will be provided with all textbooks and materials necessary to complete their coursework.
- Eligible students will receive supplemental services such as Special Education, 504 supports and/or English Learner instruction.
- The district MTSS process will support students needing academic or behavioral interventions which may include referral for special education services.
- Students with a home language other than English will be screened for English Language Learner Program eligibility as described in the Northfield Public School District Language Instruction Education Plan and if eligible, provided EL instructional services as prescribed in the plan.
- The district will collaborate with community partners to ensure all students have access to sufficient internet access to participate in online learning. The cost of internet services will be subsidized based on family financial need.

*What outcome data will you collect to inform you about the effectiveness of your leadership and planning?*

- Quarterly review of the school improvement plan goals
- Demographic profile analysis to monitor equitable online program access for all student groups
- Staff engagement survey data (once per year)
- Parent satisfaction survey data (once per year)
- Student engagement survey data (once per year)
- Meeting effectiveness surveys (completed after each leadership team meeting)

**Integrity and Accountability:** In a quality online program, leadership is transparent in its management of the program, providing regular and timely information on progress towards attainment of goals, alignment with policies and standards, management of material, financial and human resources, and achievement of student learning outcomes. Data is shared with all stakeholders.

*Describe accountability systems in place and how they will function to assure program integrity and accountability.*

The School Board is the governing body of the school district, responsible for developing policy to ensure the proper care, management and control of district affairs, and supporting the mission of educating the students in the Northfield School District to reach their full potential. [Northfield School District Policies](#) will apply to all buildings and programs, including Portage. The Portage and building administrators and staff are responsible for upholding these policies:

- School board oversight
- Annual school improvement plan
- Accountability test results
- Feedback from Portage advisory team
- Quarterly audit of student engagement and course completion

The Portage leadership team will collaborate with the Instructional Services Department to review course structures and alignments to MN standards. Additionally, the Instructional Services Department will support the Portage staff in the analysis of student coursework data, standardized assessment data, PLC goal setting and progress monitoring and course customization.

The district MTSS team will support Portage leadership in the weekly review of at-risk student submissions. Academic and behavioral interventions will be implemented as needed and monitored by the Portage and district MTSS teams.

Portage materials will be managed in collaboration with the Instructional Services and Technology Services teams to ensure that every student has the equipment, internet access and course materials to fully participate in Portage programming.

Finally, the Portage leadership team will consult with the Human Resources and Finance Departments to ensure that both human and financial resources are allocated and used in accordance with district, state and federal policies. This includes all Portage expenditures, and the monitoring of all Portage teachers - those employed by the district, and any MN licensed Edgenuity teachers who are teaching courses for the Portage program.

*Provide the official attendance policy for calculating membership hours and determining truancy.*

Students enrolled in the Portage program are subject to the [Northfield School District Attendance Policy - 503](#). In the online learning platform, secondary students are marked in attendance when they complete and submit work on the learning platform and/or connect with their learning coach or teacher in a virtual meeting or in written communication. Student attendance will meet or exceed 90% using a 7 day rolling average. This rolling calculation allows for student agency in scheduling their work, but maintains a structure to ensure adequate progress.

Students are expected to make regular and continuous progress in their coursework, following the pacing prescribed in the learning platform. Students are expected to regularly engage with their learning coach which includes responding to emails within 24 hours, participating in check-in meetings as designated by the learning coach and updating the district if there is any change in contact information.

Elementary Portage students will be marked in attendance when they participate in daily Zoom meetings with their teachers and/or submit their daily assignments. Alternate arrangements that deviate from this attendance expectation will be reviewed on a case by case basis.

Attendance will be recorded in the student information system (Skyward) by the teacher of record for the student. Each day, the Portage administrative assistant will review the attendance records and contact families about the absence for the day. The

secondary 7 day rolling average calculation for absences will be reviewed weekly and communicated to families so they are aware of their child's attendance.

The Portage program will use multiple formats to keep parents informed of their child's attendance and progress in Portage, including email, phone call and 2-way text messaging via Talking Points. All communication will be offered in a family's home language.

*Provide a draft fiscal budget.*

<b>Personnel Expenses</b>			
<b>Description</b>	<b>FTE</b>	<b>Cost</b>	<b>Total</b>
Elementary Teachers <sup>1</sup>	3.0	\$95,000	\$285,000
Secondary Learning Coaches <sup>1</sup>	3.5	\$95,000	\$237,500
Licensed Support Personnel	3.0	\$95,000	\$285,000
Licensed Special Education Staff	2.0	\$95,000	\$190,000
Special Education Paraprofessionals	2.0	\$22,948	\$45,896
Administrative Assistant	.25	\$55,519	\$13,880
Director of Alternative Educational Services	.25	\$139,007	\$34,752
<sup>1</sup> Personnel costs for instructional FTE is estimated at \$95,000 per FTE. This includes salary schedule placement at MA Step 6, FICA, TRA, and other potential fringe benefits outlined in the district's master agreement. Other			
<b>Total personnel expenses »</b>			<b>\$1,092,028</b>
<b>Operational Expenses</b>			
<b>Description</b>	<b>Licenses</b>	<b>Cost</b>	<b>Total</b>
Edgenuity (6th-12th Grade)	145	\$500	\$72,500
Lexia (K-4)	80	\$26.00	\$2,080
Reading Plus (5-7)	60	56.00	\$3,360
iXL (1-5)	80	17.00	\$1,360
NWEA MAP (K-12)	200	12.50	\$2,500
DIBELS (K-5)	90	2.0	\$180
Contingency	-	-	\$50,000
<b>Total operational expenses »</b>			<b>\$131,980</b>
<b>Total projected expenses »</b>			<b>\$1,224,008</b>
<b>Revenue</b>			
Student Grade Level Band	Revenue per student <sup>2</sup>	Total Students	Revenue



K-6	\$8,502	100	\$850,200
7-12	\$10,016	125	\$1,252,000
<sup>2</sup> revenue per student includes general education formula and referendum revenue.			
<b>Total projected revenue »</b>			<b>\$1,851,800</b>
<b>Net Position »</b>			<b>\$627,792</b>

*What outcome data will you collect to inform you about the level of integrity and accountability of your program?*

The Portage leadership team will meet weekly to review student attendance and progress data. The Portage program is part of the district MTSS process which ensures that students and families are provided with the supports they need to find school success as soon as barriers are identified.

The Portage leadership team will present the School Improvement Plan to the School Board, and will provide quarterly updates throughout the school year. School Improvement Plans are posted on the school district website.

Monitoring of the financial impact of the Portage program will occur quarterly by the Portage leadership team.

### Teaching & Learning Standards

**Curriculum and Course Design:** A quality online program will have a well-thought-out approach to its curriculum and course design whether it develops its own courses and/or licenses curriculum from other educational providers. The standard and its sub-sets of education goals, student learning, rigor, accommodation of learning styles, requirements for copyright, and accessibility of content are addressed.

*Describe how your online program offers something unique and value-added to the students it serves. What sets this program apart from other online learning programs? Include information about course offerings, structure of learning program, support, etc.*

The Portage program provides students with online learning opportunities that range from a 100% online educational experience that includes courses not currently offered in a district of our size to students who are taking more than half of their coursework online with additional course enrollment in the middle school or high school. Secondary students enrolled in Portage have the opportunity to take some of their coursework (Music, Art, PE, AP Coursework, CTE) in person. Students enrolled in Portage have access to all Northfield Public Schools resources and activities. These activities include group activities such as music, art, theater and athletics, interscholastic academic competitions, and other enrichment activities. Enrolled students will also have access to the building media centers, technology services, guidance counselors, social workers, school psychologists and TORCH (nationally recognized first generation college support program). Students can serve on any of the many community boards through Northfield's unique Youth on Boards initiative. This program was honored with a local government innovation award by the University of Minnesota Humphrey School.

The student leadership team for Portage provides program feedback, peer support and student social activities, and any student in the program can apply for a position on this team.

These examples demonstrate a progressive approach to integrating online and traditional learning models. In addition, students eligible for special education or English learner instruction, as well as students needing 504 accommodations or those qualifying for intervention support, will receive differentiated and customized coursework and coaching support to facilitate their learning in the Portage program.

At the elementary level, much of the lessons and schoolwork in the Portage elementary program take place in a flexible schedule structure. Skills are practiced for as long as students need to at their own pace, and video, reading, and homework is done when and where it works best for the student. Our students also benefit from synchronous scheduled classroom meetings where they can learn from and interact with their teachers and classmates. Elementary students can attend in-person choir, orchestra and band classes in their neighborhood school.

At the elementary level, the Portage program also offers the following benefits for families:

- Flexibility in school day scheduling with both online and offline activities for students and families
- Ability to offer flexible academic groupings synchronously
- Student support offered in a 1-1 synchronous setting
- Students are in classes with peers from across the district
- Schooling can now be accessed by any location with internet access
- Flexibility in scheduling and opportunities to work independently with self-pacing and opportunities for unique learning experiences, like coding, community service opportunities and other elective opportunities
- Flexibility in special education, EL and other supplemental service scheduling
- Monthly parent meetings to build connections among families and provide training and support for needs specific to online schooling

At the secondary level, the Portage program offers the following benefits for families:

- Wide range of courses offered in the secondary program
- Content area tutoring
- Flexibility to individualize (retakes, customization of courses, differentiated assignments) courses
- Mix of platform and teacher-designed courses
- Writing classes
- Career and College readiness skills and planning groups
- Types of course structures offered:
  - Teacher-designed classes meet 2-3x per week with class and pacing is set by teacher
  - Platform courses are self-paced
  - Platform + teacher embedded content
- Hybrid of in person high school classes and Portage classes for students
- Counselor will offer CCR modules (synchronous and asynchronous) to be completed
  - Coordinated with NHS
  - Embedded in Edgenuity
- Ability to take certain courses in person at the middle and high school buildings in the following areas:
  - Art, Music, Tech Ed, AP Courses

The Northfield School District is fortunate to have a robust community volunteer program supported by Carleton and St Olaf College work/study students and other community organizations. All volunteers must complete the district screening process each year. This year, we had a number of volunteers working with individual students at the elementary level, supporting reading, math and social emotional connections.

The Americorp Promise Fellow program also provides support to our secondary Portage students. This year, two Promise Fellows were assigned to the Portage program for individualized virtual and in-person tutoring support. These Promise Fellows also facilitated the well-attended social events like game nights, movie nights and other gatherings created by the Portage student leadership team.

As a district we are committed to the implementation of a high-quality curriculum, aligned to rigorous state standards, because research tells us this leads to significant student learning gains. Our elementary teachers and students follow the district scope and sequence in all curriculum areas, using the district-adopted high-quality curricula. Our secondary Portage students and teachers will use Edgenuity curriculum to support a vertically aligned course sequence aligned to MN standards

in their daily work. Teachers have the ability to customize this coursework as needed, but with this curriculum as their foundation, they are able to focus their efforts on student learning support, differentiation and student feedback.

*Explain how online courses are designed to be clear, accessible, and engaging and how teachers are able to adapt and modify their courses. (If contracted, third-party vendors provide the course content, explain how statutory requirements of curriculum being assembled by MN-licensed teachers are met (Subd. 4 e)).*

### **Elementary Level (K-5)**

Elementary students will participate in both synchronous and asynchronous lessons each day with their Portage teacher. Teachers will follow the Northfield Public schools curriculum guidelines for core subject areas, including Literacy, Math, Social Studies, Science, Health, Social Emotional Learning, Physical Education, Art and Music.

Elementary instruction is modified and adapted in the following ways to ensure accessibility for all students:

- District curriculum used for reading and math includes differentiated levels of instruction depending on student need
- Small group instruction provided throughout the day
- Need-based groupings across grade levels for targeted academic and behavior support
- Modification of workload
- Product (student output) differentiation
- IXL, Dreambox, Lexia Core 5 and Reading Plus supplemental programs allow for additional and/or accelerated practice
- Additional adult support if needed by teachers, educational assistants and trained community volunteers
- Asynchronous lessons available for students who need to pause instruction

The elementary Portage program is committed to a balance of on and off screen time. Use of hands-on materials and active learning lessons ensure that students are up, moving, and off of their screens throughout the day. Additionally, when students are using the screen, the focus is on active uses of the device (creation, collaboration, etc.) versus the passive use (e.g. viewing a video).

Monthly Portage pick ups allow teachers to provide families with the materials they need for learning.

### **Secondary Level (6-12)**

The school district will partner with Edgenuity to provide secondary coursework facilitated by Northfield Learning Coaches or Edgenuity instructors with MN licensure. Courses in the Edgenuity platform are fully customizable, allowing for Learning Coaches to differentiate for individual student needs. Secondary Portage coursework will include a combination of Edgenuity Courseware supported by Northfield licensed staff, Edgenuity Instructional Services supported by MN licensed Edgenuity teachers and Northfield Schools coursework offered in-person or virtually.

Course lessons, activities and assessments are visible on the student and parent dashboards. Due dates, scores and submission attempts are clearly visible for easy monitoring by both students and families.

In addition, content teachers offer targeted tutoring opportunities during the week to reinforce content taught in the online platform.

*Provide policies and procedures that ensure all courses meet standards, ensure student progress toward graduation and college and career readiness, address various learning styles, and meet copyright and accessibility requirements.*

Learning coaches and other Northfield School District staff will review the structure of each course to ensure alignment with MN state standards as indicated in the elementary table and secondary course table link below.

The Portage leadership will meet weekly to ensure students are on track with grade level standards mastery and course completion. Students who are at-risk will be referred to the MTSS team for a problem solving analysis, plan and intervention progress monitoring.

*What outcome data will you collect to inform you about the effectiveness of curriculum and course design?*

All Portage students will participate in state and district assessments. The Portage leadership team, in collaboration with the district MTSS team will review student progress weekly and intervene with appropriate supports to ensure students are making adequate progress mastering state standards and coursework expectations.

**Minnesota K-12 Standards:** Districts are required to put state standards into place so all students have access to high-quality content and instruction. Districts must develop local standards for subjects that do not have state standards. Providers must include information on how they meet or exceed Minnesota K-12 Standards.

*Provide a table listing all courses and which standards are covered.*

### Elementary Portage Curriculum with Links to Standards Alignment

Grade	ELA	Math	Science <small>(K-5 has implemented new Science standards)</small>	Social Studies	PE/Health	Music	Art
K	<a href="#">Being a Reader</a>  <a href="#">Making Meaning</a>  <a href="#">Being a Writer</a>	<a href="#">Kindergarten Math</a> Everyday Math 4 - K	<a href="#">Foss Science K</a>	Click Here	<a href="#">Click Here</a>	<a href="#">Click Here</a>	<a href="#">Click Here</a>
1	<a href="#">Being a Reader</a>  <a href="#">Making Meaning</a>  <a href="#">Being a Writer</a>	<a href="#">Grade 1 Math</a> Everyday Math 4 - Gr 1	<a href="#">Foss Science 1</a>	Click Here	<a href="#">Click Here</a>	<a href="#">Click Here</a>	Click Here
2	<a href="#">Being a Reader</a>  <a href="#">Making Meaning</a>  <a href="#">Being a Writer</a>	<a href="#">Grade 2 Math</a> Everyday Math 4 - Gr 2	<a href="#">Foss Science 2</a>	Click Here	Click Here	<a href="#">Click Here</a>	Click Here
3	<a href="#">Making Meaning</a>	<a href="#">Grade 3 Math</a> Everyday	<a href="#">Foss Science 3</a>	Click Here	Click Here	<a href="#">Click Here</a>	Click Here

	<a href="#">Being a Writer</a>	Math 4 - Gr 3					
4	<a href="#">Making Meaning</a> <a href="#">Being a Writer</a>	<a href="#">Grade 4 Math</a> Everyday Math 4 - Gr 4	<a href="#">Foss Science 4</a>	Click Here	Click Here	<a href="#">Click Here</a>	Click Here
5	<a href="#">Making Meaning</a> <a href="#">Being a Writer</a>	<a href="#">Grade 5 Math</a> Everyday Math 4 - Gr 5	<a href="#">Foss Science 5</a>	Click Here	Click Here	<a href="#">Click Here</a>	Click Here

Elementary students also receive social emotional learning lessons as part of their morning meeting. Northfield follows the Second Step Curriculum, a research-based social-emotional learning program teaching students to manage their own emotions, form healthy relationships, make good decisions, and cope with everyday social and academic challenges, they're better equipped to learn. The Second Step K-5 scope and sequence can be found [here](#).

### Secondary Portage Curriculum and MN Standards Alignment

[Secondary Portage Course Listing with Minnesota Standards Alignment](#)

**Instruction:** A quality online program takes a comprehensive and integrated approach to ensuring excellent online teaching for its students. This process begins with promising practices but is equally committed to continuous improvement and adaptation to student learning needs through professional development. The standard and its sub-sets of instruction grounded in program mission, research, best practices, assessment, student learning styles and cultural differences, levels of interactions with stakeholders, limitations of time and place, requirements for faculty licensure and professional development, and academic integrity are addressed.

*Provide policies and procedures related to online instruction including communication expectations for teachers and participation guidelines for students and parents (i.e. students must participate in daily live-lesson webinars).*

### Communication Expectations for Secondary Portage Teachers

- Assignment feedback is given in a timely manner (within a week)
- Weekly family updates
- Talking Points - texting platform
- Learning coaches offer grade level meetings a minimum of once per week

### Participation Guidelines for Secondary Portage Parents

- Check messages and emails daily - be active receivers of communication
- Daily log in to learning platform via the parent portal
- Check the course progress of their child at a minimum of one time per week
- Assist their child in creating in work environment and schedule
- Communicate with school about attendance and updates to contact information
- Commit the course requirements for meetings and expectations when their child enrolls in a Portage course
- Frequency of family/student communication is determined by the need of individual students
  - Tier 1 - students on track: as needed
  - Tier 2 - students not on track: minimum weekly check in. These students may also use tutors and require daily communication.

## **Participation Guidelines for Secondary Portage Students**

- Check messages and emails daily - be active receivers of communication
- Daily log in to learning platform via the student portal
- Commit the course requirements for meetings and expectations when enrolling in a Portage course
- Students who are not meeting participation guidelines will be referred to the attendance team for additional support
- Frequency of family/student communication is determined by the need of individual students
  - Tier 1 - students on track: as needed
  - Tier 2 - students not on track: minimum weekly check in. These students may also use tutors and require daily communication.

## **Secondary Level School Day**

**Secondary students are expected to spend 3 to 4 hours per week actively engaged in each course. Each non-customized, year-long course is expected to take approximately:**

- **80 hours of active time to complete credit recovery courses**
- **100 hours of active time to complete initial credit courses**

**Course target dates are set at the start of the school year and are based on active time and the school district calendar.**

## **Communication Expectations for Elementary Portage Teachers**

- **Daily schedule posted**
- **At least one synchronous student meeting per day**
- **Weekly Family Portage Press**
- **Monthly teacher newsletter or other family connection point**
- **Classroom updates for pertinent information**
- **Teacher communication within the 7:30 to 3:30 window**
- **Email responses within 24 hours unless on the weekend**
- **Teachers will communicate in the learning platforms (Zoom Chat, Schoology and Seesaw)**

## **Participation Guidelines for Elementary Portage Parents and Students**

- Students are expected to participate in daily synchronous lessons unless prior arrangements have been made
- Parents are expected to check daily schedule and work completion
- Parents are expected to provide a space, materials and structure for learning in the home
  - Noise cancelling headphones will be provided to families if needed to support a distraction-free learning environment
- Younger students may need more adult support to participate in their learning
- Students who are not finding success in the online setting will be reviewed by the MTSS team for additional support

## **Elementary Level School Day**

**Teachers design lessons to provide two to four hours (depending on grade level) per day of student engagement. Students who are not able to engage in synchronous zoom meetings according to the class schedule will be managed on a case by case basis. Elementary Portage students begin each day with a synchronous morning meeting, followed by off screen activities, small group or individual instruction and/or additional class meetings. Parents, teachers and students use Seesaw as the platform for receiving and submitting daily activities and assignments.**

*Describe how teachers incorporate research-based practices, including developing strong student-teacher relationships, using multiple modalities to engage students, and how the organization makes this a priority.*

All Portage teachers participate in weekly PLC meetings to review student progress and outcome data, participate in district and Portage staff development, collaborate with grade level teachers across the district and complete district assigned equity work. This protected time each week allows teachers the space to identify, incorporate, review and evaluate current instructional practices.

Elementary Portage teachers are required to meet with their students each day via Zoom. A daily schedule is posted in Seesaw with the required lessons and activities clearly identified. Families needing second language support are provided the daily schedule in their home language. Teachers incorporate the following best practices to build strong student teacher relationships:

- Synchronous meetings
- In-person meetings (Sledding, park visits)
- Monthly Portage pickups
- In-person field trips or virtual field trips
- Open discussion, play, lunch bunch groups
- Morning meetings
- Individual meetings with students
- Student/Teacher Zoom chats
- Family and home life is part of the virtual environment (both teacher and student)
- Check and connect in person or via google form with follow up
- Any needed behavior modifications are developed in partnership with the family and are introduced and practiced in an individual meeting between the teacher and student

*What outcome data will you collect to inform you about the effectiveness of instructional practices?*

#### **Elementary Portage Instructional Outcomes**

- Classroom/Curricular assessments
- Classroom observations
- MAP testing
- DIBELS
- Daily learning platform data
- State standardized assessments

#### **Secondary Portage Instructional Outcomes**

- Curricular assessments - Edgenuity platform data
- Teacher and tutor observations
- MAP testing
- State standardized assessments
- Course completion and grading data

**Assessment:** A quality online learning program values student academic performance and takes a comprehensive, integrated approach to measuring student achievement. This includes use of multiple assessment measures and strategies that align closely to both program and learner objectives with timely, relevant feedback to all stakeholders. The standard and its sub-sets of monitoring progress, adapting instruction to meet learner needs, multiple methods of assessment of student performance, feedback loops for instructional practice and course design are addressed.

*Provide policies and procedures that are in place regarding assessment of student learning, feedback, adapting instruction to meet the needs of learners.*

**All secondary Portage Learning Coaches monitor the Edgenuity Dashboard daily to clear alerts and review student data:**

- Alerts: There are three alerts available to educators on the Dashboard: a student needs an assessment unlocked, a student is out of retakes on an assessment, or a student has submitted work that needs grading.
- Days Since Last Student Action: The last date the student launched an activity in the course.
- Grade: The average grade for completed activities, based on the grade weights for each type of activity when using Overall Grade as the Grade Type.
- Progress: The percentage of the course that has been completed. If a Target Date has been set for the course, Progress will appear in red when students fall 3 percent or more behind pace
- Learning coaches and content tutors will use real time system data to respond to student need. The Portage MTSS team will use a problem solving approach to address student needs. Modifications may include additional course customization, reteaching and tutoring, and/or providing instruction or student output in an alternative format.

*Describe how timely, relevant feedback is communicated to students, parents, and student support/intervention team members.*

### **Elementary Portage Feedback Cycle**

- Parent involvement in Zoom meetings (either direct or indirect)
- Semester report cards
- Seesaw/Schoology post feedback each day
- Emails/Calls/Zoom chats
- Conferences at a minimum of two times per year, or more often as needed
- Interventionists include parents in intervention instructional techniques (hand motions, multisensory approaches, phonics rules, etc)

### **Secondary Portage Feedback Cycle**

- Edgenuity platform live student feedback and lesson checks for understanding
- Emails/Calls/Zoom chats
- Conferences at a minimum of two times per year, or more often as needed
- Semester report cards

*What outcome data will you collect to inform you about the effectiveness of assessment practices?*

The Northfield Public School's District Assessment Plan articulates a balanced system of assessment that:

- Aligns with Minnesota and district standards
- Supports our district mission
- Provides assessment information that is compatible with information from previous grades
- Provides formative data to be used by Professional Learning Communities for strengthening instructional approaches
- Utilizes an array of assessment methods which provide multiple opportunities for students to demonstrate understanding and knowledge

In addition to a variety of formal and informal classroom assessments administered by teachers as part of routine instruction, all students participate in the following benchmark assessments:

The Dynamic Indicators of Basic Early Literacy Skills (DIBELS): Screens students for reading difficulties, as well as monitors the progress of students who have shown weaknesses in a specific area of reading.

The one-minute, nationally normed assessments, given in the fall winter and spring, measure:

- Phonemic Awareness (LNF, FSF, PSF – Kinder and Grade 1): Hearing and using sounds in spoken words



- **Alphabetic Principle and Phonics (LNF, NWF – Grades 1 and 2):** Knowing the sounds of the letters and sounding out written words
- **Accurate and Fluent Reading (ORF – mid Grade 1 – Grade 5):** Reading stories and other materials easily and quickly with few mistakes

**Measures of Academic Progress (MAP):** The Northwest Evaluation Association’s online adaptive math and reading tests help teachers, parents, and administrators improve learning for all students and make informed decisions to promote a child’s academic growth. MAP tests are required for all K-5 students in the fall, and are optionally administered in the winter and spring of each school year.

MAP tests are tailored to an individual’s current achievement level. This gives each student a fair opportunity to show what he or she knows and can do. Because the computer adjusts the difficulty of the questions as the test progresses, each student takes a unique test resulting in a nationally normed RIT score.

**MN Comprehensive Assessments:** The Minnesota assessments support the Minnesota Department of Education’s (MDE’s) commitments to an equitable education system for all students and families. The statewide assessments are designed to measure achievement towards meeting the Minnesota Academic Standards. Statewide assessment results serve as a “system check,” which means they are meant to be evaluated at the state or district level. The results provide a window into equitable learning opportunities across the state for students to learn the content standards in reading, mathematics and science.

**ACCESS for ELs: (Assessing Comprehension and Communication in English State-to-State for English Language Learners):** an English language proficiency assessment given annually to Kindergarten through 12th graders who have been identified as English language learners. The ACCESS test monitors student progress in acquiring academic English.

Each of the components in the district assessment framework contributes to a fuller understanding of each student and together these assessments help to monitor student progress and guide instruction. All Portage students will have an opportunity to participate in all district assessments.

## Support

**Faculty Support:** A quality online program supports the faculty by providing opportunities for them to develop their professional skills, through mentoring, professional development, and technical assistance.

*Explain how teachers with MN licenses and experience/training in online teaching are hired, trained, reviewed, and developed as professionals. If teachers are hired through a third-party contractor, explain how quality teaching practices will be monitored and ensured by a licensed administrator in the state-approved program.*

All Portage teachers will participate in summer learning courses to become familiar with the multiple learning platforms, engage in team-building activities and customize coursework.

## Secondary Portage Teachers

Portage Learning Coaches are secondary teachers employed by Northfield Public Schools. All Portage staff will complete training in the learning platform, social and emotional instruction for online learners and distance learning best practices. All Northfield Portage teaching staff are subject to [Northfield School District Policy 436](#) which requires regular review and evaluation by a licensed administrator. The Portage program may utilize the services of MN licensed teachers working for Edgenuity to provide instruction for elective classes when a Northfield teacher with appropriate licensure is not available.

Edgenuity teachers working in the Portage program will be evaluated via administrative review and parent/student survey feedback.

Portage staff participate in district professional learning communities (PLCs). Every PLC team develops quarterly plans and identifies goals to measure student progress toward desired outcomes.

### Elementary Portage Teachers

Elementary Portage teachers are employed by Northfield Public Schools. Every Portage teacher will complete training in the learning platform, social and emotional instruction for online learners and distance learning best practices. All Northfield Portage teaching staff are subject to [Northfield School District Policy 436](#) which requires regular review and evaluation by a licensed administrator.

*Explain how appropriate workloads for staff will be maintained.*

Learning coach student rosters and manual grading responsibilities will be reviewed each quarter or more frequently if impacted by student enrollment shifts. Secondary learning coach caseloads will be limited to 40 students per course. At the elementary level, Portage class sizes will be subject to the district class size guidelines.

*What outcome data will you collect to inform you about the effectiveness of your faculty support?*

- Semester teacher surveys
- Weekly staff meetings

**Student Support:** A quality online program has student support services to address the various needs of students at different levels within the organization. The levels of support are appropriate and adequate for a student's success.

*List the roles and responsibilities for supporting all learners.*

### The Portage programs are part of the Northfield School District MTSS process.

Staff Role	Tier 1 Students	MTSS Tier 2 Students	MTSS Tier 3 Students
Classroom Teacher	Provides core instruction	Provides core instruction	Provides core instruction unless specified in IEP
Academic Interventionist	Provides consultation on students as requested	Provides research-based intervention support	Provides consultation on students as requested Provides research-based intervention support
Behavior Coach	Provides social emotional learning lessons either synchronously or asynchronously	Provides research-based behavior support	Provides consultation on students as requested
EL Teacher	Monitors the progress of recently exited ELL students	Provides EL instruction according to the district LIEP guidelines	Provides EL instruction according to the district LIEP guidelines
504 Case Manager	Monitors implementation of 504 accommodations in the general education class	Monitors implementation of 504 accommodations in the general education class	Monitors implementation of 504 accommodations in the general education class

Special Education Staff	Completes observation or referral assessment as identified by MTSS team	Completes observation or referral assessment as identified by MTSS team	Provides instruction as specified in student IEP
Educational Assistants	Provides small group or individual instruction	Provides small group or individual instruction	Provides small group or individual instruction

*Describe the student support services provided by the program and the procedures in place to ensure that all students are successful including enrollment, onboarding, and during the learning process.*

Support Service	Providers	Success Service Provided
Enrollment	<ul style="list-style-type: none"> <li>• District Alternative Programs Team</li> <li>• District Technology Services Team</li> </ul>	<ul style="list-style-type: none"> <li>• Introductory information sessions to students and families interested in the Portage program</li> <li>• Provides information about technology and device needs</li> <li>• Establish enrollment windows and guidelines for entering or exiting the program times outside of the established window</li> </ul>
Onboarding	<ul style="list-style-type: none"> <li>• District Alternative Programs Team</li> <li>• District Instructional Services Team</li> <li>• District Technology Services Team</li> <li>• Secondary Learning Coaches</li> <li>• Elementary Teachers</li> </ul>	<ul style="list-style-type: none"> <li>• Orientation sessions for enrolled students and parents</li> <li>• Monthly training sessions that are topic specific</li> </ul>
Learning Support	Elementary Classroom Teacher	<ul style="list-style-type: none"> <li>• Delivers core instruction</li> <li>• Provides differentiated instruction</li> <li>• Communicate with families about student progress</li> </ul>
	Elementary Intervention Teacher	<ul style="list-style-type: none"> <li>• Prescribed intervention based on student need.</li> <li>• Multi-age grade level groups</li> <li>• Small group and individualized instruction</li> <li>• Interventions offered include: <ul style="list-style-type: none"> <li>○ Soliday System</li> <li>○ Orton Gillingham</li> <li>○ SIPPS</li> <li>○ PRESS</li> <li>○ Fluency</li> <li>○ LLI</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>● Progress monitor using mastery checks and/or DIBELS</li> <li>● Communicate with families about student progress</li> </ul>
	Secondary Learning Coach	<ul style="list-style-type: none"> <li>● Facilitates grade level and/or content area synchronous meetings</li> <li>● Customizes course structures as needed</li> <li>● Provides student feedback on content area assignments</li> <li>● Communicate with families about student progress</li> </ul>
	Secondary Content Grader/Tutor	<ul style="list-style-type: none"> <li>● Provides office hours for students needing assistance</li> <li>● Provides student feedback on content area assignments</li> </ul>

*Explain how students receiving special education services will be assessed and evaluated, supported by appropriate interventions and accommodations, and monitored. Specifically address supports in place for students with autism spectrum disorders.*

**The Northfield School District is committed to providing students with the best quality educational services. The Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973 entitles qualified students with disabilities within the jurisdiction of the school district to a free appropriate public education (FAPE). FAPE may include special education, related services, and accommodations that meet the following criteria: provided at the public expense, under public supervision and direction and without charge; services provided at preschool, elementary, and secondary levels; meet standards of State Education Agency and conform to the student’s IEP or IAP. Portage students with disabilities will continue to receive instructional services and supports outlined in their Individualized Education Programs (IEPs).**

**The Portage special education team will work with building special education staff to evaluate students for suspected disabilities, re-evaluate students that have already been identified (at least every three years as mandated by law), and provide support and resources for struggling students. Any student with an IEP is assigned to a special education teacher and related service providers as required by the IEP, who provide instructional services and accommodations/modifications to the general and special education curriculum. The special education teacher selects specific curriculum and interventions that target the student's area(s) of identified special education needs to provide a FAPE. Special education students that are enrolled in Portage also have access to related services such as speech-language, occupational therapy, physical therapy, etc. These services will be provided as determined by individual IEP teams. The special education team works collaboratively to provide comprehensive services to ensure each student’s progress towards their goals. The district special education administration provides oversight and assurances that these processes are compliant with IDEA, and state due process statutes and rules.**

**The child find referral and evaluation process to identify students with disabilities in Portage will follow district Total Special Education Services practices and procedures. Some assessment procedures may require in-person services, while others may be managed in an online environment.**

**Secondary Portage special education students have access to fully customized courses to address their IEP goals. In addition, the Edgenuity Pathway program allows for the delivery of content that is accessible to a wide range of student needs. Tutors**

are available to students needing course support or targeted practice. Readily available accommodations in an online environment can include text-to-speech functions and visual supports. Other necessary accommodations and modifications will be determined and provided through the IEP process.

Portage staff will work collaboratively with a building-based team to ensure comprehensive evaluations are planned and completed accurately.

For Portage students with autism spectrum disorders:

- Social skills, executive functioning and self regulating skills will be taught synchronously by the special education staff
- Group meetings for socialization skills will be held synchronously by special education and general education staff. If necessary for individual students, special education supports may be provided to ensure access to and facilitate participation in group meetings
- Work-based learning students will attend class at the high school but continue their online coursework as well. They will have access to community-based work sites for work experience opportunities with the support of a job coach as needed.
- Individual or small group instruction with special education teachers to address special education goals

*What outcome data will you collect to inform you about the effectiveness of your student support?*

- Progress towards and attainment of IEP goals and student progress in the Portage program
- Intervention progress monitoring data
- Student and family survey data
- Student district assessment results

**Guidance Support:** A quality online program has guidance services to support students and parents to ensure success of the online program. Depending on the program, these services are either directly provided by the program or a service provider, or in the case of supplemental programs these services may be provided by the local school.

*List the roles and responsibilities for providing guidance support services to students and/or collaborating with guidance personnel from enrolling districts.*

**At the elementary level, Portage students are supported by building Behavior Coaches who provide targeted behavioral groups that help students learn the skills to be successful in school.**

**At the secondary level, the Portage students are supported by a licensed school counselor who assists Portage students and their families in the areas of educational development, career and college planning and personal/social development.**

**Additionally, Portage students have access to Naviance, an online career and postsecondary planning site. Through this site, students can learn about careers, research colleges, communicate with counselors, and request transcripts. Naviance also provides our students free access to Naviance Test Prep, an online ACT prep course.**

*Describe the guidance support services provided by the program and the procedures in place to ensure that all students are healthy and ready for career and college pathways.*

**The Portage school counselor and the elementary behavior coaches are familiar with the unique needs of our Portage students learning in an online environment. At the secondary level, the school counselor is trained in the Edgenuity platform and participates in the MTSS team to support students.**

*What outcome data will you collect to inform you about the effectiveness of your guidance support?*

- Course progress and credit attainment
- MTSS referral rates
- Graduation rate

**Organizational Support:** A quality online program has organizational support to oversee the instructional learning environment as it is conveyed through technology. Some organization support services may be distributed between the program and other entities, depending on the physical location where the students are taking their online course.

List the roles and responsibilities for providing organizational support services.

Department	Support
Child Nutrition	<ul style="list-style-type: none"> <li>● Provide access to student meals as allowed by state and federal law</li> </ul>
Human Resources	<ul style="list-style-type: none"> <li>● Provides procedures for hiring or assigning quality staff.</li> <li>● Responsible for Title IX compliance.</li> </ul>
Instructional Services	<ul style="list-style-type: none"> <li>● Provides curriculum, pedagogical, and assessment support.</li> <li>● Responsible for bi-annual program review</li> </ul>
Special Services	<ul style="list-style-type: none"> <li>● Responsible for assigning staff and resources to ensure programming modifications and supports to meet Individual Education Plan components.</li> <li>● Responsible for 504 and Americans with Disabilities Act compliance and support.</li> </ul>
Technology Services	<ul style="list-style-type: none"> <li>● Responsible for providing District-issued technology devices for students to access Portage.</li> <li>● Responsible for connecting students with insufficient Internet access with community partners who fund sufficient access.</li> </ul>

Explain how students are supported with access to technology hardware software, and internet access.

**All K-12 students enrolled in Northfield Public Schools receive a district-issued iPad, charger and digital iPad pencil along with access to the district’s learning platforms, Schoology (grades 4-12), Seesaw (grades K-3), Zoom and various supplemental learning platforms. In collaboration with community partners, the district issues hotspots to any students needing support for internet access or speed. 100% of Northfield students are connected to the internet.**

Describe the organizational support services provided by the program. For support services provided by third-party contractors, explain how quality of the services will be ensured.

- **District Technology Services**
  - Provides device support, learning platform training and support
  - Offers internet service provider support
  - Etextbook access and support
  - Tech hotline monitoring and problem resolution
- **Edgenuity Support**
  - Provide platform tech support
  - Teacher availability via platform messaging
  - Provide professional development for Northfield teachers to learn the platform, including student monitoring, course customization and other platform tools

What outcome data will you collect to inform you about the effectiveness of your organizational support services?

The internet status of our families is tracked continuously and families are able to report issues to Tech Support via email, phone or text at any time. The volume of tech tickets will be monitored, as well as the number of tech issues reported by students and families.

Student attendance and course progress data will be reviewed daily by the teacher or Learning Coach and weekly by the Portage MTSS team. Survey data will be collected two times per year to gather anecdotal feedback from parents, students and staff.

The following scorecard will be used to determine the effectiveness of organizational support services

Indicator	Description of effectiveness	Evidence collected
Child Nutrition provides meals to interested students.	All students interested are provided five days worth of breakfast and lunch as allowed by state and federal law.	Monthly child nutrition reports.
Students are supported equitably and learn in a safe online environment, regardless of their race, gender, disability, gender identity, sexual orientation, or religious affiliation.	<p>All Title IX and harassment complaints are investigated and addressed based on district policy and federal law.</p> <p>Students in the Portage program will report high levels of satisfaction and safety across all demographic groups.</p>	<p>Annual review of Title IX and harassment complaints.</p> <p>Annual Student Education student survey.</p> <p>Minnesota Student Survey data.</p>
Students with disabilities will make appropriate progress toward their IEP goals	At least 80% of special education students in the Portage program will achieve at least 90% of their individual IEP goals.	Semi-annual progress review by Special Services.
Students will have access to a reliable device and internet service to access their Portage programming.	<p>Students will be provided a functioning District-owned device that meets the hardware and software specifications for Edgenuity and Zoom.</p> <p>The District will request internet speed data from all participating families. Students will have access to internet speeds that meet the specifications of Edgenuity and Zoom.</p>	<p>Inventory of district-issued devices</p> <p>Report of internet speed data collection</p>
The most significant indicator of excellent organizational support services will be the student outcomes	<p>90% of students complete all of the credits they have registered.</p> <p>Students in the program will perform, on average, at a similar level as their on-campus peers as measured by District-approved standardized tests and other District-approved assessments.</p>	MCA, ACT, Accuplacer, ASVAB, DIBELS, NWEA MAP, Lexia, Reading Plus, [insert math software].

**Parent/Guardian Support:** Parents/guardians play an integral part in their student's educational life. They work as a team with faculty, administrators, guidance services, and organizational support to ensure a quality educational experience for their students.

Describe how parents are actively engaged with enrollment, onboarding, their child's learning process, support and intervention, and development of the program.

**Parent Focus Groups have provided us with a mechanism to regularly collect and implement feedback from our parents. A Portage Family Directory allows parents to connect with each other, set up study groups and schedule social events.**

Portage Parent Involvement	
Process	Parent Role
Family Enrollment	<ul style="list-style-type: none"> <li>● Enrollment in the Portage program is messaged in a variety of formats</li> <li>● Parents are encouraged to attend enrolment meetings to learn about Portage. These meetings are offered at various times and with language support to support diverse family needs</li> </ul>
Program Entry and Onboarding	<ul style="list-style-type: none"> <li>● All parents receive training in Portage learning platforms</li> <li>● Family training also includes:               <ul style="list-style-type: none"> <li>○ Online learning success tips</li> <li>○ Helping your child manage their schedule</li> <li>○ Study skills</li> <li>○ How to get help</li> </ul> </li> </ul>
Daily Learning Support	<ul style="list-style-type: none"> <li>● Elementary parents are supporting the at home learning environment directly and indirectly</li> <li>● Secondary parents have access to the parent portal for daily progress monitoring</li> </ul>
MTSS Process	<ul style="list-style-type: none"> <li>● Parents are notified if their student will be entering the MTSS problem solving process.</li> <li>● Parents are notified of the MTSS plan</li> </ul>
Program Continuous Improvement	<ul style="list-style-type: none"> <li>● Parents provide formal and specific program feedback two times per year</li> </ul>
Parent Support and Interaction	<ul style="list-style-type: none"> <li>● Monthly parent meetings: These meetings may include shared learning topics</li> <li>● Grade level meetings offered by learning coach or elementary teacher</li> </ul>
Program Community Building	<ul style="list-style-type: none"> <li>● Parent involvement in</li> </ul>
Portage Booster Club	<ul style="list-style-type: none"> <li>● Organized and managed by Portage parents</li> <li>● Supports schoolwide activities that are virtual or in person</li> </ul>
Portage Parent Advisory Team	<ul style="list-style-type: none"> <li>● Meets four times a year to review program goals and progress</li> <li>● Includes parents from all student groups, including special education, EL and others</li> </ul>
Program Exit Interviews	<ul style="list-style-type: none"> <li>● When students leave the Portage program, parents are invited to discuss their program experience</li> </ul>



The following parent support structure will be implemented and measured.

Support	Frequency	Evidence of success/Outcome Date
Program informational webinar. This webinar will describe the program, identify the types of skills students must display in order to be successful in the program, and describe program support.	Two windows of time per year. Three sessions offered in each window, including one on a weekend.	100% of students have at least one parent attend the onboarding webinar.
Program onboarding webinar. This webinar will	Two windows of time per year. Three sessions offered in each window, including one on a weekend.	100% of students have at least one parent attend the onboarding webinar.
Parent-teacher conferences. These optional conferences will provide opportunities for frequent, personalized updates to parents.	These optional conferences will be held monthly.	90% of students will have a parent attend at least half of the parent-teacher conference.
Parent survey rollout webinar. The webinar will describe the results of the annual parent survey, seek their feedback about the results, and secure their feedback about what improvements should be prioritized.	This parent survey rollout webinar will take place once per year, within two weeks of receiving the parent survey data.	50% of students will have at least one parent attend the survey rollout webinar.

*What outcome data will you collect to inform you about the effectiveness of your parent/guardian support?*

- Survey data
- Program retention data will be reviewed at the end of each semester

## Evaluation

**Program Evaluation:** Evaluation efforts are utilized to both verify the program is meeting its intended purposes and identify where improvements can be made. Continuous improvement processes (CIP) across all aspects of the organization ensure the program is focused on accomplishing its mission and vision. CIP linked to the education program, support services connected to stakeholders, and operational planning are addressed.

*Describe how outcome data will be utilized to evaluate the education program, services for various stakeholders, and operational planning.*

Program evaluation will be conducted through multiple data sources:

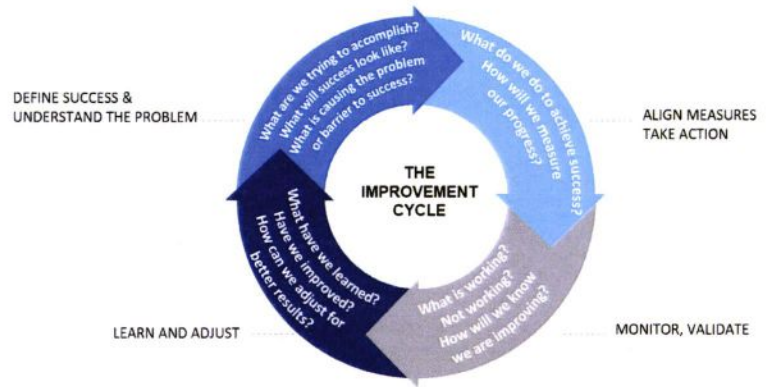
- Stakeholder feedback surveys (including students, parents, and employees)
- Academic credit completion
- District assessment results, including academic and social/emotional learning measures
- Statewide assessment results
- Attendance data
- Program retention
- Financial analysis with a net position of  $\pm 1\%$  variance from actual to budgets revenues and expenses

**Program Improvement:** A quality online program establishes a culture of continuous program improvement. It fosters continuous improvement across all aspects of the organization and ensures the program is focused on accomplishing its mission and vision. Program improvement, and its sub-sets of strategic planning, data driven decision making, advancing the program mission and vision, along with internal and external evaluation of its practices, are addressed.

*Describe the process in place for continuous program improvement connected to the education program, services for various stakeholders and operational planning.*

Program improvement will follow the district’s school improvement planning process using the plan, do, study, act cycle using:

- Annual, measurable growth goals for academic measures, social-emotional measures, program retention, employee engagement, parent satisfaction, student satisfaction, and financial solvency. These goals are aligned with the district vision and five-year strategic goals.
- Quarterly review of the progress toward the goals.
- Modification of strategies for measures not projected to meet annual goals. Revise goals as necessary.
- Graphic explanation at the right courtesy of Huron Studer Education.



**V. Statement of Assurances**

All boxes must be checked and the provider must sign below indicating that all of the following items have been met.

- Submit annual program information in the requested format to the Minnesota Department of Education by July 15<sup>th</sup>.
- Submit the final organizational chart or list of key personnel that includes its administrators, director of program, faculty and support staff prior to the start of the school year.
- Comply with all other federal, state, and local public school program policies, including, but not limited to, the Americans with Disabilities Act (ADA) guidelines for website accessibility, and local school district policies relating to Internet Safety and Acceptable Use.
- Provide fair access to public education for Special Education students and follow due process requirements for all special education students participating in online learning.
- Provide Minnesota licensed teachers to assemble curriculum and deliver instruction to online learning students enrolled by the provider and to document its licensed online teaching faculty in the annual STAR report.
- Ensure a teacher teaching an online program will not instruct more than 40 students in any online learning course unless the provider has a waiver from the Commissioner of Education.
- Align all online courses to “meet or exceed state academic standards” for Language Arts, Mathematics, Science and Social Studies.
- Use only the approved enrollment forms provided by the Minnesota Department of Education.

- Obtain parental consent for students under the age of 17 who seek enrollment in online learning. This consent includes a signoff for parent and/or student as verification online course, program, and student expectations are understood.
- Record and maintain student membership and course grades completed in the online learning program. Records will be maintained and available to auditors for three years after the end of each school year.
- Notify students/parents of acceptance into the online course/program and obtain the MARSS state reporting number from the student’s enrolling district within 10 days of receiving the completed application for enrollment.

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*Supplemental Programs Only*

- Identify enrolling district Online Learning Liaison and obtain his/her contact information.
- Submit supplemental online learning notice of registration to the enrolling district upon student application in the online learning program. Include the courses or program credits to be awarded, MN Standards met, and the start date of online enrollment.
- Provide a course syllabus and confirm that the course(s) will meet the student's graduation plan at the enrolling district. After acceptance, enrollment status and student grades are provided to the student home district in a timely manner.
- Submit supplemental online learning notice of course completion to the enrolling district in a timely manner.
- Submit supplemental online learning notice of course completion to the enrolling district in a timely manner.

I authorize that this online learning program meets all items in the list above in accordance with Minnesota Statutes, Section 124D.095 and applicable state and federal education statutes.

The \$250 application fee (payable to Minnesota Department of Education) is included with our signed forms.

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date



**INDEPENDENT SCHOOL DISTRICT NO. 659  
Schedule No. 3 to  
Master Lease Purchase Agreement dated January 15, 2016**

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**Closing Index**

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#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase Agreement - Active master included for your reference. No need to sign a new Master Agreement.		
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes .....	Yes
3.	Ex. B - Acceptance Certificate .....		Yes
4.	Ex. C - Board Resolution or Meeting Minutes .....	Yes .....	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G) .....		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational) .....		n/a
8.	Insurance Certificate evidencing coverage .....		Yes
9.	Ex. F - Incumbency Certificate.....	Yes .....	Yes
10.	First Lease Payment invoice - please forward to Accounts Payable upon board approval of lease.		

Please call Gina Victor at 480.419.3914 with any questions.

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**Original Closing Documents**

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- Once documents are signed, please first provide scanned copies of the above items to [gina.victor@epublicfinance.com](mailto:gina.victor@epublicfinance.com)
- Then mail the originals to

**Apple Financial Services  
Attention: Gina Victor  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255**



## **Master Lease Purchase Agreement**

This Master Lease Purchase Agreement dated as of January 15, 2016 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 659 ("Lessee").

**1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

**2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

**3. ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

**4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

**5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's

deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

**6. NON-APPROPRIATION OF FUNDS.** Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

**7. UNCONDITIONAL OBLIGATION.** UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

**8. DISCLAIMER OF WARRANTIES.** THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

**9. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

**10. USE, MAINTENANCE AND REPAIR.** Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**11. LIENS; TAXES.** LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

**12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR, SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

**13. IDENTIFICATION.** Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

**14. LOSS OR DAMAGE.** Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

**15. INSURANCE.** In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

**16. DEFAULT.** Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

**17. REMEDIES.** Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease



Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

**18. PURCHASE OPTION.** At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

**19. RETURN OF EQUIPMENT.** In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

**20. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

**21. ASSIGNMENT.** Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

**22. ADDITIONAL PAYMENTS.** Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

**23. RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

**24. MISCELLANEOUS.** Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.


**25. NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

BY:   
\_\_\_\_\_  
TITLE: Paul Henderson  
Group Manager  
Commercial Lending

LESSEE: Independent School District No. 659  
1400 Division Street South  
Northfield, MN 55047

BY:   
\_\_\_\_\_  
TITLE: Director of Finance  
FED TAX ID#: 41-6008327

**EXHIBIT A**

**Schedule No. 3 Dated May 12, 2021 to Master Lease Purchase Agreement Dated January 15, 2016**

This Schedule No. 3 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated January 15, 2016 ("Master Lease"), and is effective as of May 12, 2021. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION						
<i>Computer Hardware--See attached Exhibit 1.</i>						
LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	5/12/2021					\$509,600.00
1	7/10/2021	\$127,400.00	\$0.00	\$127,400.00	\$389,844.00	\$382,200.00
2	7/10/2022	\$127,400.00	\$0.00	\$127,400.00	\$259,896.00	\$254,800.00
3	7/10/2023	\$127,400.00	\$0.00	\$127,400.00	\$129,948.00	\$127,400.00
4	7/10/2024	\$127,400.00	\$0.00	\$127,400.00	\$0.00	\$0.00
<b>Totals:</b>		\$509,600.00	\$0.00	\$509,600.00	<b>Rate 0.0000%</b>	

Lessee acknowledges that the discounted purchase price for the Lease is \$497,208.78 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.5005% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

**IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: **May 12, 2021**

LESSOR: **APPLE INC.**

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 659**

SIGNATURE:  \_\_\_\_\_

SIGNATURE:  \_\_\_\_\_

NAME / TITLE:  \_\_\_\_\_

NAME / TITLE:  \_\_\_\_\_

DATE:  \_\_\_\_\_

DATE:  \_\_\_\_\_

<b>LESSEE BILLING INSTRUCTIONS:</b>	PERSON/DEPT.: _____
PO BOX/STREET: _____	TITLE: _____
	PHONE #: _____
CITY, ST ZIP: _____	EMAIL: _____

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 3**  
under Master Lease Purchase Agreement dated January 15, 2016

Row #	Details & Comments	Qty
1	<p><b>13-inch MacBook Air – Space Gray (5-Pack)</b></p> <p>Part Number: Z12F</p> <p><b>Configuration:</b></p> <ul style="list-style-type: none"> <li>• 065-C99J Apple M1 chip with 8-core CPU, 8-core GPU and 16-core Neural Engine</li> <li>• 065-C99N 16GB unified memory</li> <li>• 065-C99T 512GB SSD storage</li> <li>• 065-C9CK Touch ID</li> <li>• 065-C9CJ Two Thunderbolt / USB 4 ports</li> <li>• 065-C9CH Force Touch trackpad</li> <li>• 065-C9CL Retina display with True Tone</li> <li>• 065-CC50 Backlit Magic Keyboard – US English</li> <li>• 065-C9DN Accessory Kit</li> </ul>	400
2	<p><b>FACTORY SERVICES-USA</b></p> <p>Part Number: D5624LL/A</p>	400
3	<p><b>AppleCare Help Desk Support (1 Year)</b></p> <p>Part Number: D8080LL/A</p>	1

*The above Equipment includes all attachments and accessories attached thereto and made a part thereof.*

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**Re: Schedule No. 3, dated May 12, 2021, (the "Schedule") to Master Lease Purchase Agreement, dated as of January 15, 2016, between Apple Inc., as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 659, as Lessee.**

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

Payee Name: \_\_\_\_\_

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

**PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)**

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 659**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)**

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 659**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**PLEASE RETURN PAYMENT REQUEST TO:**  
 APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

**EXHIBIT C**

RESOLUTION NO. \_\_\_\_\_ OF INDEPENDENT SCHOOL DISTRICT NO. 659  
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
 OF A MASTER LEASE PURCHASE AGREEMENT;  
 AND APPROVING THE EXECUTION AND DELIVERY OF  
 SCHEDULE NO. 3 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 659 (the "School District"), is authorized by the laws of the State of Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 3 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE SCHOOL BOARD AS FOLLOWS:

**Section 1.** The School District hereby authorizes and approves the execution and delivery of the Master Lease;

**Section 2.** The School District hereby authorizes and approves the execution and delivery of Schedule No. 3 to the Master Lease in an amount not to exceed \$ \_\_\_\_\_ for the purpose of financing the costs of the acquisition and installation of the Project;

**Section 3.** The persons of the School District listed below (each an " Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

**Section 4.** The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

**Section 5.** The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE SCHOOL BOARD ON [DATE OF RESOLUTION].

\_\_\_\_\_  
 Signatory

Attest: \_\_\_\_\_  
 District Clerk

**EXHIBIT D**

**BANK QUALIFIED DESIGNATION**

**Schedule No. 3 to Master Lease Purchase Agreement Dated January 15, 2016**

Lessee hereby represents and certifies the following (**please check one**):

**Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]**

- Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

**Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]**

- Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 659**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

## Instructions for 8038-G:

Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

**Line 2:**

**Enter the EIN number of the Issuer (Lessee)**

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 10a and 10b:** **Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

**Line 39:**

**Bank Qualified Designation**

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2021 will not exceed \$10,000,000.]

**Lines 41a-41d and 42:**

**Hedges**

If the issuer (Lessee) has identified a hedge, this section must be completed.

**Line 43:**

**Written procedures regarding Remediation of Non-Qualified Bonds**

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

**Line 44:**

**Written procedures to monitor Section 148 of the Code**

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

**Lines 45a and 45b:** **Reimbursement**

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

**Signature and Consent:**

**Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**



(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

Department of the Treasury  
Internal Revenue Service

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Independent School District No. 659</b>		2 Issuer's employer identification number (EIN) <b>41-6008327</b>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>1400 Division Street South</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Northfield, MN 55047</b>		7 Date of issue <b>May 12, 2021</b>	
8 Name of issue <b>Schedule No. 3 dated 5/12/2021 to Master Lease Purchase Agreement dated 1/15/2016</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education . . . . .	11	\$497,208	78
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14		
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a . . . . .			<input type="checkbox"/>
b If bonds are BANs, check only box 19b . . . . .			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box . . . . .			<input checked="" type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/10/2024	\$ 497,208.78	\$ n/a	3.16 years	1.5005 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)** N/A

22 Proceeds used for accrued interest . . . . .	22		
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23		
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24		
25 Proceeds used for credit enhancement . . . . .	25		
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	28		
29 Total (add lines 24 through 28) . . . . .	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds. N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	_____	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	_____	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	_____	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____	

**Part VI Miscellaneous**

- |            |  |
|------------|--|
| <b>35</b>  |  |
| <b>36a</b> |  |
| <b>37</b>  |  |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
  - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .
  - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) \_\_\_\_\_
  - c** Enter the name of the GIC provider ▶ \_\_\_\_\_
  - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .
  - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶  and enter the following information:
    - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) \_\_\_\_\_
    - c** Enter the EIN of the issuer of the master pool bond ▶ \_\_\_\_\_
    - d** Enter the name of the issuer of the master pool bond ▶ \_\_\_\_\_
  - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
  - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
  - 41a** If the issuer has identified a hedge, check here ▶  and enter the following information:
    - b** Name of hedge provider ▶ \_\_\_\_\_
    - c** Type of hedge ▶ \_\_\_\_\_
    - d** Term of hedge ▶ \_\_\_\_\_
  - 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
  - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
  - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
  - 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
  - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____	Date	▶ _____	Type or print name and title
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	<b>Michael Krahenbuhl</b>			PTIN <b>PO1850365</b>
	Firm's name ▶ <b>Pinnacle Public Finance</b>	Firm's EIN ▶ <b>27-3119149</b>		
	Firm's address ▶ <b>8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255</b>	Phone no. <b>480-419-4800</b>		

**EXHIBIT E**

**INSURANCE COVERAGE REQUIREMENTS**

**INDEPENDENT SCHOOL DISTRICT NO. 659**

- 1) Property Damage & Loss Coverage -
  - a) "All Risk" Physical Damage & Loss Insurance
  - b) Include: Policy Number, Effective Date and Expiration Date
  - c) **APPLE INC. and its Assigns** named "Loss Payee"
  - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

**APPLE INC. and its assigns**  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255

**FOR SELF INSURANCE:**

Self-insurance is only permitted **with Lessor's prior written consent.** If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

**EXHIBIT F**

**INCUMBENCY CERTIFICATE**

**Schedule No. 3 to Master Lease Purchase Agreement dated January 15, 2016**

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 659**

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)**



**Financial Services**  
Education Finance

---

**Lessee:** Independent School District No. 659

**Attention:** Accounts Payable

---

**Invoice Number:** First Payment / 103066  
**Invoice Due Date:** 5/12/2021  
**Amount Due:** \$127,400.00

---

**Equipment Description:** Apple Computer Equipment

**Customer Reference Number:** MLA# 1028-3-103066

Payment Number	Amount Due
1	\$127,400.00

**Remit to:**

**Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

---

Keep top portion for your records

---

Please detach bottom portion and return with your payment.

## Apple Financial Services

**Remit to:**

**Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

**Invoice Number:** First Payment / 103066  
**Due Date:** 5/12/2021  
**Amount Due:** \$127,400.00

**Policy 438    STUDENT TEACHERS**

**I.    PURPOSE**

The purpose of this policy is to affirm the Northfield School District cooperates with approved teacher preparation institutions for the purpose of student teacher placement to the extent such placement is consistent with the educational program of the District.

**II.   GENERAL STATEMENT OF POLICY**

The district will consider student teachers from approved teacher preparation institutions. Student teachers will be supervised by experienced educators and will be evaluated by the teacher preparation institution.

**III. STUDENT TEACHER ASSIGNMENTS, RIGHTS AND RESPONSIBILITIES**

1.    The superintendent and/or the director of instructional services are authorized to negotiate and execute agreements with college/university level teacher preparation institutions.
  
2.    Building principals and/or director of instructional services will be the main point of contact for teacher preparation institutions to place student teachers. Building principals shall only accept student teachers from teacher preparation institutions approved by the superintendent or director of instructional services.
  
3.    Student teachers must adhere to the policies of the district and will use their personal email addresses and computer equipment.

Policy 438 Student Teachers

Adopted: 03.14.05; Updated: INSERT DATE HERE

School Board

NORTHFIELD SCHOOL DISTRICT NO. 659

Northfield, Minnesota

*Legal References:* M.S. 123B.23 – Liability Insurance, Officers and Employees  
M.S. 123B.25 – Legal Actions Against Districts and Teachers  
M.S. 122A.69 – Practice or Student Teachers  
Notification Statement

**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 2020-2021 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 12, 2021 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 2021-2022 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 12th day of April, 2021.

---

Julie Pritchard, Chairperson

---

Valori Mertesdorf, Deputy Clerk

						2020-2021						
School and	September	September	September	October	November	December	January	February	March	April	May	End of Year
Grade Level	14th	18th	25th	1st	2nd	2nd	4th	1st	1st	1st	3rd	6/10/21
<b>Longfellow</b>												
Early Childhood	106	99	104	104	110	115	109	114	117	131		
<b>Total</b>	<b>106</b>	<b>99</b>	<b>104</b>	<b>104</b>	<b>110</b>	<b>115</b>	<b>109</b>	<b>114</b>	<b>117</b>	<b>131</b>	<b>0</b>	<b>0</b>
<b>Greenvale Park</b>												
Grade K-2033	54	55	55	55	55	54	55	59	60	61		
Grade 1-2032	61	61	61	61	61	63	62	64	65	65		
Grade 2-2031	54	54	54	55	54	54	55	56	56	57		
Grade 3-20230	51	52	52	52	52	54	53	62	63	64		
Grade 4-2029	52	52	52	52	52	52	52	55	57	57		
Grade 5-2028	58	59	59	59	61	61	61	65	67	66		
Portage	102	100	98	98	99	95	97	74	72	72		
<b>Total</b>	<b>432</b>	<b>433</b>	<b>431</b>	<b>432</b>	<b>434</b>	<b>433</b>	<b>435</b>	<b>435</b>	<b>440</b>	<b>442</b>	<b>0</b>	<b>0</b>
<b>Sibley</b>												
Grade K-2033	52	53	53	54	51	51	50	53	52	53		
Grade 1-2032	65	65	65	65	67	66	66	68	68	71		
Grade 2-2031	79	80	80	80	85	85	86	85	84	84		
Grade 3-2030	62	62	62	62	63	64	64	66	67	69		
Grade 4-2029	69	69	69	69	70	71	71	71	71	71		
Grade 5-2028	74	75	74	74	74	75	75	83	83	85		
Portage	83	83	83	83	82	83	84	72	70	62		
<b>Total</b>	<b>484</b>	<b>487</b>	<b>486</b>	<b>487</b>	<b>492</b>	<b>495</b>	<b>496</b>	<b>498</b>	<b>495</b>	<b>495</b>	<b>0</b>	<b>0</b>
<b>Bridgewater</b>												
Grade K-2033	69	69	68	69	69	67	67	70	70	71		
Grade 1-2032	75	76	76	76	76	75	76	78	78	78		
Grade 2-2031	68	78	78	78	78	78	80	79	81	84		
Grade 3-2030	83	84	84	84	83	82	82	84	84	83		
Grade 4-2029	80	81	81	81	80	82	81	82	83	82		
Grade 5-2028	86	87	87	87	86	86	86	89	89	93		
Portage	83	81	82	81	81	79	74	65	62	56		
<b>Total</b>	<b>544</b>	<b>556</b>	<b>556</b>	<b>556</b>	<b>553</b>	<b>549</b>	<b>546</b>	<b>547</b>	<b>547</b>	<b>547</b>	<b>0</b>	<b>0</b>
<b>Middle School</b>												
Grade 6-2027	297	269	266	265	263	260	260	263	265	268		
Grade 7-2026	264	262	261	261	259	259	259	265	263	266		
Grade 8-2025	271	297	297	297	297	295	295	304	306	306		
Portage	141	141	138	139	140	141	139	118	116	116		
<b>Total</b>	<b>973</b>	<b>969</b>	<b>962</b>	<b>962</b>	<b>959</b>	<b>955</b>	<b>953</b>	<b>950</b>	<b>950</b>	<b>956</b>	<b>0</b>	<b>0</b>
<b>High School</b>												
Grade 9-2024	322	317	319	316	310	309	309	319	316	316		
Grade 10-2023	261	258	256	255	251	250	249	243	244	244		
Grade 11-2022	299	295	290	288	279	275	275	292	286	282		
Grade 12-2021	312	309	304	305	303	303	301	285	283	273		
Portage	184	192	202	208	225	227	228	206	209	214		
<b>Total</b>	<b>1378</b>	<b>1371</b>	<b>1371</b>	<b>1372</b>	<b>1368</b>	<b>1364</b>	<b>1362</b>	<b>1345</b>	<b>1338</b>	<b>1329</b>	<b>0</b>	<b>0</b>
<b>ALC</b>												
Grade 9-2024	0	0	0	0	0	0	0	0	0	1		
Grade 10-2023	6	6	6	5	7	8	8	7	8	10		
Grade 11-2022	9	12	12	9	18	21	21	24	38	49		
Grade 12-2021	63	59	64	49	77	72	75	79	86	86		
Portage				20	29	25	24	25	24	21		
<b>Total</b>	<b>78</b>	<b>77</b>	<b>82</b>	<b>83</b>	<b>131</b>	<b>126</b>	<b>128</b>	<b>135</b>	<b>156</b>	<b>167</b>	<b>0</b>	<b>0</b>
<b>Grand Total</b>	<b>3995</b>	<b>3992</b>	<b>3992</b>	<b>3996</b>	<b>4047</b>	<b>4037</b>	<b>4029</b>	<b>4024</b>	<b>4043</b>	<b>4067</b>	<b>0</b>	<b>0</b>
<b>Full Time only (excluding EC and Part- time/Independent Study ALC)</b>	<b>3889</b>	<b>3871</b>	<b>3862</b>	<b>3883</b>	<b>3890</b>	<b>3880</b>	<b>3876</b>	<b>3863</b>	<b>3890</b>	<b>3853</b>		



Longfellow

Early Childhood

Dorey	13
Gross	17
Hood	11
Knuse	8
Leigh	9
Matthews	14
O'Connor	8
Roth	9
Schnorr	10
Waters	15
Webster	2

Sibley

Grade	Teacher		
K	Heil	18	
K	Matson	4	P
K	Rud	17	
K	Sieger	18	
1	Born	18	C
1	Craft	18	
1	Downs	17	
1	Kortbein	11	P
1	Swenson	18	
2	Benhart	24	C
2	Bulfer/Nelson	11	P
2	Seeberg	19	
2	Soderlund	21	
2	Spitzack	20	
3	Guggisberg	18	

Bridgewater

K	Cade	17	
K	Danielson	18	
K	Matson	7	P
K	Peterson	17	
K	Tan	18	
1	Charlton	20	
1	Haley	19	
1	Hall	19	
1	Kortbein	7	P
1	Lanza	20	C
2	Bulfer/Nelson	10	P
2	Ellerbusch	19	
2	Lofquist	22	
2	Rubin	23	C
2	Schwaab	20	
3	Lane/Youngblut	10	P
3	Larson	22	C
3	Sickler	21	
3	Temple	21	
3	Truman	19	
4	Haar/Dimick	13	P
4	Robertson	21	
4	Ryan	22	
4	Schuster	22	
4	Swenson	17	C
5	DeVries	23	C
5	Duchene	22	
5	Holden	24	
5	Poizin	24	
5	Rauk/Kohl	10	P
<b>TOTAL</b>		<b>547</b>	

Greenvale Park

K	Flicck	19	
K	Hagberg	22	
K	Matson	10	P
K	Ziemann	20	
1	Johnson	15	
1	Kortbein	9	P
1	Landry	17	C
1	Nivala	17	
1	Zach	16	
2	Amundson	19	C
2	Bulfer/Nelson	15	P
2	Larson	19	
2	Toibenson	19	C
3	Alvarez, C.	19	C
3	Lane/Youngblut	12	P
3	Spitzack	22	
3	Timerson	23	
4	Garcia	20	C
4	Haar/Dimick	12	P
4	Hetzel	19	
4	McLaughlin	18	
5	Harding	22	
5	Rauk/Kohl	14	P
5	Russell	22	C
5	Sickler	22	
<b>TOTAL</b>		<b>442</b>	

3	Jandro	17	
3	Lane/Youngblut	9	P
3	Sasse	15	C
3	Sweeney	19	
4	Fox	17	
4	Gainy	18	
4	Haar/Dimick	13	P
4	Hehr	17	
4	McManus	19	C
5	Bangary	21	
5	Malecha	21	
5	Ostermann	22	C
5	Rauk/Kohl	14	P
5	Stulken	21	
<b>TOTAL</b>		<b>495</b>	

Middle School

	Portage	Regular	Total
Grade 6-2027	44	268	312
Grade 7-2026	37	266	303
Grade 8-2025	35	306	341
<b>TOTAL</b>	<b>116</b>	<b>840</b>	<b>956</b>

High School

	Portage	Regular	Total
Grade 9-2024	41	316	357
Grade 10-2023	57	244	301
Grade 11-2022	61	282	343
Grade 12-2021	55	273	328
<b>TOTAL</b>	<b>214</b>	<b>1115</b>	<b>1329</b>

ALC

	F/T	Portage	**I/S	Total
Grade 9-2024	0	1	1	2
Grade 10-2023	4	1	6	11
Grade 11-2022	15	2	34	51
Grade 12-2021	44	17	42	103
<b>TOTAL</b>	<b>63</b>	<b>21</b>	<b>83</b>	<b>167</b>

Regular

	Regular	Portage	Total
Early Childhood**	131		131
Kindergarten-2033	184	21	205
Grade 1-2032	214	27	241
Grade 2-2031	225	36	261
Grade 3-2030	216	31	247
Grade 4-2029	210	38	248
Grade 5-2028	244	38	282
Total K-5	1424	191	1615
Total Middle School	840	116	956
Total High School	1115	214	1329

GRAND TOTAL

<b>GRAND TOTAL</b>	<b>3900</b>
ALC 9-12	167
<b>GRAND TOTAL with ALC</b>	<b>4067</b>

Full Time only  
(excluding EC and Part-time/Independent Study ALC)

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