

INDEPENDENT SCHOOL DISTRICT 659  
REGULAR SCHOOL BOARD MEETING  
Monday, April 22, 2019 7:00 PM  
Northfield High School, Media Center

**AGENDA**

- I. Call to Order
- II. Agenda Changes / Table File
- III. Public Comment
- IV. Announcements and Recognitions
- V. Items for Discussion and Reports
  - A. District Youth Council Year Recap
  - B. Bridgewater Addition and Renovation Update by Wold Architects and Engineers
  - C. 2019 Winter Sports and Activities Report
  - D. Policy Committee Recommendations - First Reading (900 series)
  - E. Proposed 2019-2020 Non-Operating Fund Budgets
  - F. Proposed 2019-2020 Internal Service Fund Budget
- VI. Committee Reports
- VII. Consent Agenda
  - A. Approval of Minutes
  - B. Gift Agreement
  - C. Personnel Items
- VIII. Superintendent's Report
  - A. Items for Individual Action
    - 1. Approval of One Additional Hourly Paid Lacrosse Coach
    - 2. Technology Services Student Device Lease
    - 3. Approval of Policies (200 series, 406, 800 series)
    - 4. Change Order Limits
    - 5. Gymnastics Lease
    - 6. Gleason Property Purchase Agreement
- IX. Items for Information
  - A. Construction Update #6
  - B. National Teacher Appreciation Week May 6-10, 2019 and Teacher Appreciation Day Tuesday, May 7, 2019
- X. Future Meetings
  - A. Monday, May 13, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
  - B. Tuesday, May 28, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
  - C. Monday, June 10, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- XI. Adjournment

**NORTHFIELD PUBLIC SCHOOLS  
MEMORANDUM**

Monday, April 22, 2019, 7:00 PM  
Northfield High School Media Center

**TO: Members of the Board of Education**  
**FROM: Matthew Hillmann, Ed.D., Superintendent**  
**RE: Explanation of Agenda Items for Monday, April 22, 2019, Regular School Board Meeting**

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

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

Members of District Youth Council will recap the activities of the Council for the school year 2018-19.
  - B. Bridgewater Addition and Renovation Update by Wold Architects and Engineers

Sal Bagley, an architect with Wold Architects and Engineers, will highlight planning and construction activities regarding Bridgewater.
  - C. 2019 Winter Sports and Activities Report

Director of Student Activities Joel Olson will provide a recap of the Winter 2019 student sports and activities.
  - D. Policy Committee Recommendations - First Reading (900 Series)

The Policy Committee established a four year review cycle of all District policies: Year 1 (2018-19): 200 series, 800 series, 900 series; Year 2 (2019-20): 300 series, 400 series; Year 3 (2020-21): 100 series, 500 series; Year 4 (2021-22): 600 series, 700 series. This committee will also annually review student handbooks. Dr. Hillmann will present the committee's recommendations on Policies 903, 904, 906, 907. This will be an item for individual action at the next Board meeting.
  - E. Proposed 2019-2020 Non-Operating Fund Budgets

Two proposed budgets for 2019-2020 will be presented by Val Mertesdorf, Director of Finance. The Debt Service Fund accounts for the School District's outstanding bonded indebtedness for past building construction and major capital projects. Revenues represent property tax levies, state credits, and a minor amount of interest. Expenditures represent principal and interest payments on bonds previously sold. The Trust Fund (Scholarship Fund) is used to record revenues and expenditures for trust agreements where the school board has accepted responsibility to serve as trustee as well as annual gifts and donations for student scholarships. No action is required at this meeting.

F. Proposed 2019-2020 Internal Service Fund Budget

Director of Finance Val Mertesdorf will present the proposed 2019-2020 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. No action is required at this meeting.

VI. Committee Reports

VII. Consent Agenda

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

A. Minutes

Minutes of the Regular School Board meeting held on April 8, 2019.

B. Gift Agreement

- A \$1,944.60 donation for additional Compañeros materials to Greenvale Park Elementary.

C. Personnel Items

a) Appointments

1. Kati Awad, Long Term Substitute Special Education EA-PCA for 6.3 hours/day at Longfellow, beginning 04/15/2019-05/25/2019; Step 1-\$15.62/hr.
2. Fall/Winter Spring Recreation Positions #2822, Effective April 16, 2019-May 31, 2019  
Emma Lederer, Lifeguard, \$10.61/hour, Class Lead \$10.50/hour, Swim Aide, \$10.11/hour.

b) Increase/Decrease/Change in Assignment

1. Stephanie Balma, Early Childhood Teacher at Longfellow, add Bridges to Kindergarten Teacher at Bridgewater, effective 07/22/2019-08/23/2019; Yr. 2-\$27.11/hr.
2. Robert Benson, Special Ed EA-PCA-temporary for 2 hours/day at Sibley, change to Special Ed EA-PCA-ongoing for 2 hours/day at Sibley, effective 04/09/2019.
3. Lori Berg, CNA II for 5.5 hours/day at the High School, change to CNA I for 3.75 hours/day at the High School, effective 04/15/2019. \$17.58/hr.
4. Kristen Cade, Kindergarten Teacher at Bridgewater, add Bridges to Kindergarten Teacher at Bridgewater, effective 07/22/2019-08/23/2019; Yr. 24-\$28.82/hr.
5. Marissa Gallardo, Site Assistant at Greenvale Park, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Student \$9.86/hr.
6. Stephanie Hagberg, Kindergarten Teacher at Greenvale Park, add Bridges to Kindergarten Teacher at Greenvale Park, effective 07/22/2019-08/23/2019; Yr. 9-\$28.22/hr.
7. Amy Hales, Special Ed EA-PCA for 8 hours/day at Bridgewater, change to Special Ed EA-PCA for 6.75 hours/day at Bridgewater, effective 04/08/2019.
8. Gretchen Heil, Kindergarten Teacher at Sibley, add Bridges to Kindergarten Teacher at Sibley, effective 07/22/2019-08/23/2019; Yr. 12-\$28.82/hr.
9. Mikayla Hoff, Full-Time Substitute for the District, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
10. Kathy Lansing, Early Childhood Screener, add Bridges to Kindergarten Teacher at Greenvale Park, effective 07/22/2019-08/23/2019; Yr. 3-\$27.11/hr.
11. Tammy McDonough, 1.0 FTE Science Teacher at the Middle School, change to 1.0 FTE Science Teacher at the High School, effective 08/26/2019.
12. Patricia Rogne, ECFE Teacher, Screener at the NCRC, add Bridges to Kindergarten Teacher at Sibley, effective 07/22/2019-08/23/2019; Yr. 10-\$28.22/hr.
13. Angela Schewe, Early Childhood Teacher at Longfellow, add Bridges to Kindergarten Teacher at Bridgewater, effective 07/22/2019-08/23/2019; Yr. 6-\$27.73/hr.
14. Amanda Sieger, 1.0 FTE First Grade Teacher at Sibley, change to 1.0 FTE ADSIS Teacher at Sibley, effective 08/26/2019.
15. Rachel Taylor, BLAST Site Assistant at the Middle School, add Summer BLAST Site Assistant for up to 5.5 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-07/25/2019; Step 2-\$13.22/hr.
16. Linda Wicklund, CNA I for 3.75 hours/day at the High School, change to CNA II for 5.5 hours/day at the High School, effective 04/04/2019-04/12/2019; \$18.58/hr.

c) Leave of Absence

1. Cecelia Green, CNA II Manager at the High School, Family/Medical Leave of Absence, effective 04/23/2019-05/07/2019.
  2. Peggy Mills, Community Services Site Assistant, Family/Medical Leave of Absence, effective 06/10/2019 for 3 to 4 weeks.
- d) Retirements/Resignations/Terminations
1. Gloria Alvarado, Special Ed EA-PCA at the Middle School, resignation effective 04/10/2019.
  2. Duane Johnson, Assistant Network Manager, retirement effective 05/31/2019.
  3. Mark Tietz, Community Services Auditorium Technician, resignation effective 04/26/2019.
- e) Advancement of Probationary Licensed Staff
- Advancement of Licensed Staff to Tenure Status for 2019-20  
 DuBe', Sean; Foehrkolb, Kelley; Forbord, Jamie; Hanson, Katie; Lorang, Rebecca; Navarro, Deborah; Roth, Kyle; Schock, Angela; Shepherd, Melissa; Smith, Janet; Soderlund, Amber; Stulken, Shelley; Yule, Brent
- Advancement of Licensed Staff to Third Year Probationary Status for 2019-20  
 Amy, Natalie; Baker, Ashley; Bushey, Caitlin; Docken, Whitney; Golla, Dylan; Howard, Christine; Jones, Jennifer; Kremin, Megan; Link, Jennifer; Malecha, Becky; Maney, Mary Katherine; Molloy, Shawna; Sawyer, Jamin; Serie-Amunrud, Joy; Sherry, Lynsi; Sjoberg, Caroline; Stellnar, Brynne
- Advancement of Licensed Staff to Second Year Probationary Status for 2019-20  
 Bloom, Sarah; Draeger, Lindsey; Johnson, Kristin; Medin, Kimberly; Reitan, Oliver; Rolling, Rachel; Thompson, Jonathan

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

## VIII. Superintendent's Report

### A. Items for Individual Action

1. Approval of One Additional Hourly Paid Lacrosse Coach. The Board is requested to approve the addition of one hourly paid lacrosse coach to be shared between the boys and girls programs. The boys' program has 45 participants in Grades 9-12 this year and the girls' program has 51 participants. Each program has two coaches. The additional hourly coach would be shared between the two programs. The coach would be contracted for 90 hours at a rate of either \$14 per hour for a coach without a teaching license or \$18 per hour for a coach with a teaching license. Including statutory benefits, the maximum expected additional cost would be \$1,869.

**Superintendent's Recommendation:** Motion to approve one additional hourly paid lacrosse coach (shared with both the boys' and girls' programs) at a maximum expenditure of \$1,869.

2. Technology Services Student Device Lease. The Board is requested to approve the student device lease recommendation presented by Director of Technology Kim Briske at the April 8, 2019 Board meeting. The recommendation is to enter into a four-year lease for 4,200 each iPad 6th Generation with Logitech Crayon stylus and STM Dux Case, with an option to renew early after three years, and the District owns devices after the 4th payment. The estimated total expenditure is \$427,000/year: \$403,000 for device lease and \$24,000 for JAMF Management.

**Superintendent's Recommendation:** Motion to approve the recommendation related to the Technology Services student device lease as presented.

3. Approval of Policies (200 series, 406, 800 series). The Board is requested to approve the changes to Policies 203, 206, 208, 209, 210, 210.1, 211, 212, 214, 406, 801, 802, 805, 806, 807, and 808 initially presented at the April 8, 2019, Board meeting and recommended by the Policy Committee. Please note the updated changes to Policy 206 and Policy 802 that have been made since the April 8, 2019, Board meeting. These changes will be effective on July 1, 2019.

**Superintendent's Recommendation:** Motion to approve the changes to Policies as presented.

4. Change Order Limits. The Board is requested to adopt change order limits initially presented at the April 8, 2019, Board meeting for the projects associated with the successful November 6, 2018 bond

referendum. Change orders may be inevitable and, therefore, these guiding principles and procedures are recommended to provide authority to individuals, groups, and/or committees to keep projects advancing efficiently and expeditiously. A copy of the Change Order Limits document is provided in your Board packet.

**Superintendent's Recommendation:** Motion to approve the Change Order Limits as presented.

5. Gymnastics Lease. The Board is requested to approve a lease to host the Northfield High School gymnastics team for the 2019-20 season. One option is a two-year lease for 22,694 square feet at 404 Schilling Drive, North Dundas at a cost of \$177,920/year. Another option is a 1-year lease with Farmington Gymnastics and Cheer at a cost of \$10,000/year with additional bus/transportation costs of \$20,000 annually out of the general fund.

**Superintendent's Recommendation:** Motion to direct administration to finalize a one-year lease with Farmington Gymnastics and Cheer at a lease cost not to exceed \$10,000 year with additional bus/transportation costs of \$20,000 annually out of the general fund.

6. Gleason Property Purchase Agreement. The Board is requested to approve a purchase agreement between Independent School District #659 Northfield Public Schools and Gleason Real Estate Holdings, LLLP. This purchase agreement is for 1.01 acres and 10,000 square foot building/property "The Shop" at 720 Gleason Road, Northfield at a cost of \$590,000. The District has been renting this property since 2001 and this site is used for storing the District's snow removal equipment, lawn equipment, paper, and locksmith needs.

**Superintendent's Recommendation:** Motion to approve the purchase agreement between Independent School District #659 Northfield Public Schools and Gleason Real Estate Holdings, LLLP for 1.01 acres and 10,000 square foot building/property "The Shop" at 720 Gleason Road, Northfield at a cost of \$590,000.

IX. Items for Information

- A. Construction Update #6. Dr. Hillmann will provide an update on the District's construction projects.
- B. National Teacher Appreciation Week May 6-10, 2019 and Teacher Appreciation Day Tuesday, May 7, 2019.

X. Future Meetings

- A. Monday, May 13, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- B. Tuesday, May 28, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- C. Monday, June 10, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center

XI. Adjournment

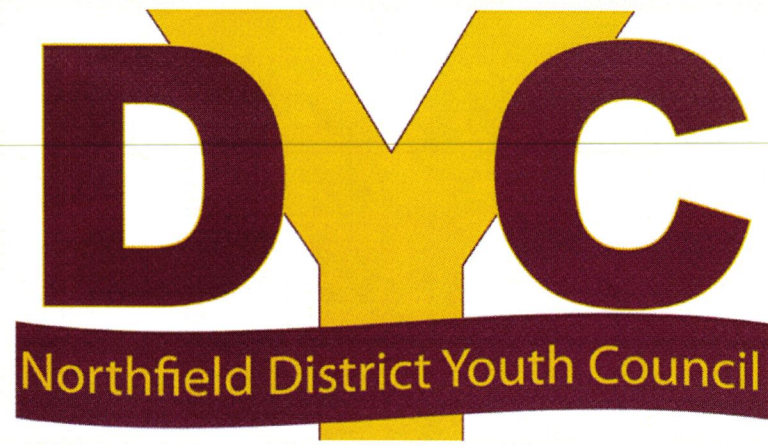
# District Youth Council

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Spring 2019 Update

## What is the DYC?

- Student Run Organization
- Advisory Committee to School Board
- A Voice for Northfield's Youth
- Informing Youth
- Youth Input



This year, we've divided the DYC into three subcommittees.

# Our Subcommittees

- Diversity
- Stress/Sleep Management
- Connecting with Administration

# Diversity

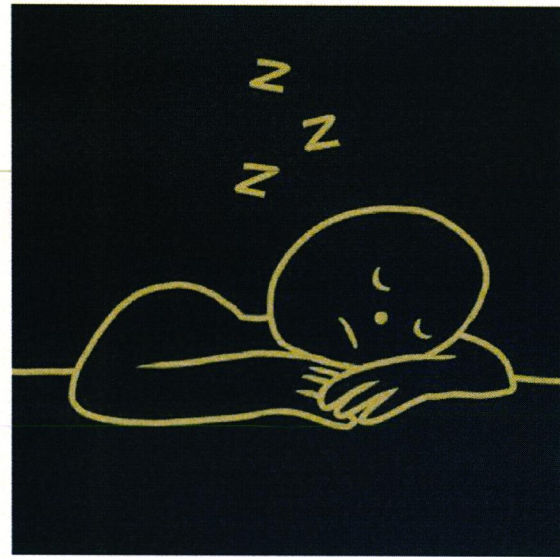
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- Diversity at NHS
- Feasible changes in curriculum
- Student feedback on culture of NHS
- Addressing issues of diversity in different ways



# Stress/Sleep Management

- Discussion with Dr. Hoff
- Student survey on sleep
- Committee formed to discuss later start times



# Connecting with Administration

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- Successful forum
- Increased students awareness of the school board members
- Increased student awareness of what is currently being discussed by the school board



# Special Projects

- Composting Video and Posters
- Student Feedback on Flex Hour
- Sleep Survey
- School Board Forum

# Groups We Serve On

- Wellness Committee
- Policy Committee
- Finance Advisory Committee
- Northfield FORWARD
- Facilities Advisory Committee
- Superintendent's Committee on Diversity
- Raider Nation Council
- Late Start Feasibility Committee

Thank You For Your  
Time and Consideration

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# Independent School District 659

## Bridgewater Elementary

**Board Presentation Update**  
April 22, 2019



# Agenda

1. Introductions
2. Process Update
3. Core Planning Update
  - » Core Planning Team and Meeting Dates
  - » Design Criteria
  - » Overall Building Diagrams
  - » Main Office SD Diagram
  - » SpEd Suite SD Diagram
4. User Group Update
  - » User Group Teams and Meeting Dates
  - » Main Office Plan
  - » SpEd Suite Plan
5. Construction Schedule
6. Next Steps



## Start With Why

### Northfield Public School's Vision

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

### Our Facilities Mission

Deliver educational excellence that empowers all learners to engage in our dynamic world.



# Design Process

## Project Phases:

- » Schematic Design
  - » Putting the Pieces in the Right Locations
  - » Core Planning Groups
- » Design Development
  - » Moving from 2D to 3D
  - » User Group Meetings
  - » Coordination
- » Construction Documents
  - » Drawings / Contracts for Bidding
- » Bidding
- » Construction
- » Occupancy

**Significant  
Input**

**We are  
Here**



# Bridgewater Elementary Core Planning



# Referendum Scope

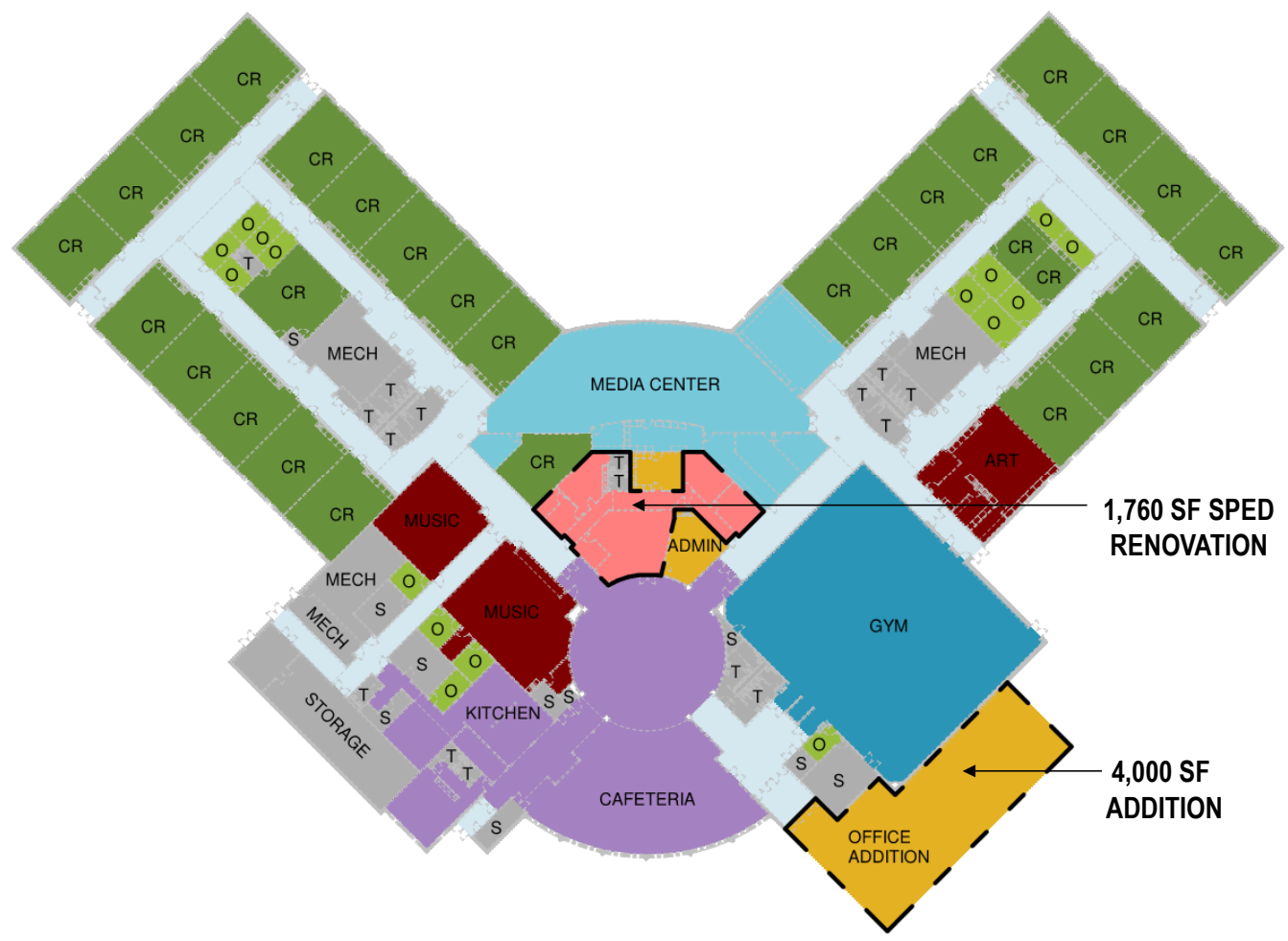
## Program Overview

- » **Remodel existing office into special education suite**
  - » 1,750 S.F. Special Education Renovation
- » **Relocation of School Office (with building addition)**
  - » 4,000 S.F. School Office Addition
  - » Improved Security Measures



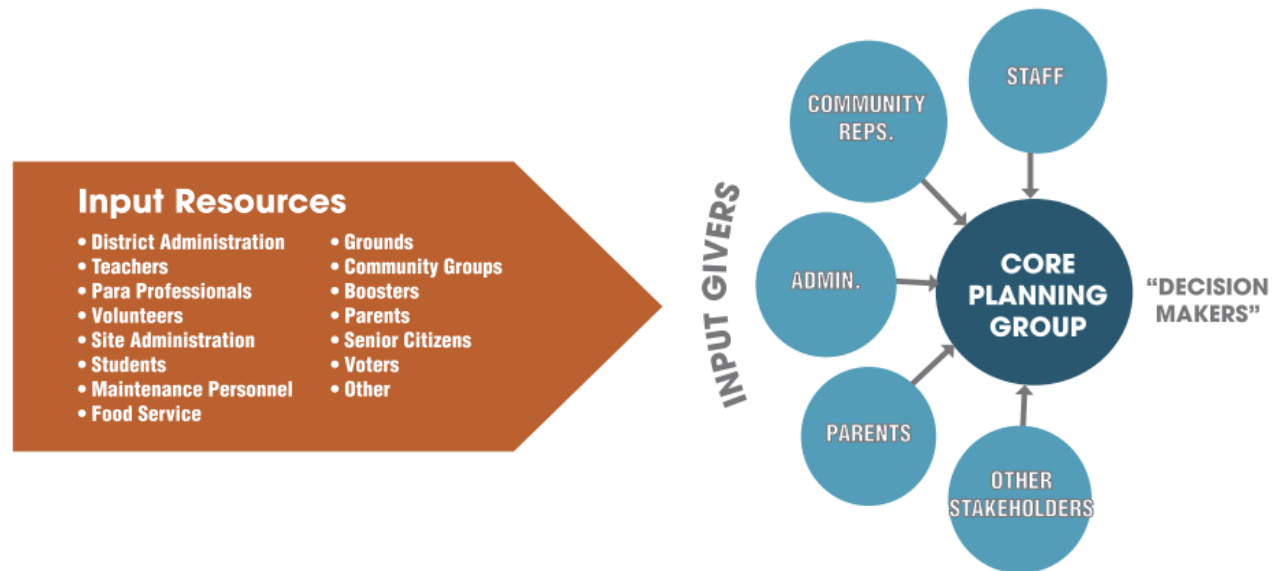
- SPECIAL EDUCATION
- ART / MUSIC
- ADMINISTRATION
- OFFICE
- CLASSROOM
- CIRCULATION
- MEDIA CENTER
- GYMNASIUM
- KITCHEN / CAFETERIA
- MECHANICAL / STORAGE / TOILETS

# Referendum Scope





# Planning Process



## To be successful, a Core Planning Group must:

- » Be empowered to make decisions
- » Be willing to make decisions
- » Request information, not a decision from input givers
- » Be a manageable size to allow for a faster timeline



# Bridgewater Design Team

## CORE PLANNING GROUP

Nancy Antoine, ISD #659  
Dorothy Cohan, ISD #659  
Adam Danielson, ISD #659  
Leah Driscoll, ISD #659  
Cheryl Hall, ISD #659  
Dana Holden, ISD #659  
Blake Kane, Parent  
Jim Kulseth, ISD #659  
Val Mertesdorf, ISD #659  
Rob Patrick, ISD #659  
Julie Pritchard, ISD #659  
Brent Rauk, ISD #659  
Melissa Reurers, ISD #659  
Sherry Schwaab, ISD #659  
Jeff St. Martin, ISD #659

- Met 3 times:
  - » February 7, 2019
  - » February 14, 2019
  - » February 21, 2019



# Design Criteria

## Office Addition:

- » The main office should be directly adjacent to the main entry and create a secure vestibule.
- » Visitors should enter the main office to be screened before accessing the building.
- » Maintain welcoming atmosphere for visitors and parents.
- » Design for relationships within office:
  - » Nurse should be directly accessible off hallway and connected to reception.
  - » Principal should have direct access to reception and a window/visibility to outside to see people approaching the building.
  - » Reception should have window/visibility to outside to see people approaching the building. Create adjacencies of spaces between staff.



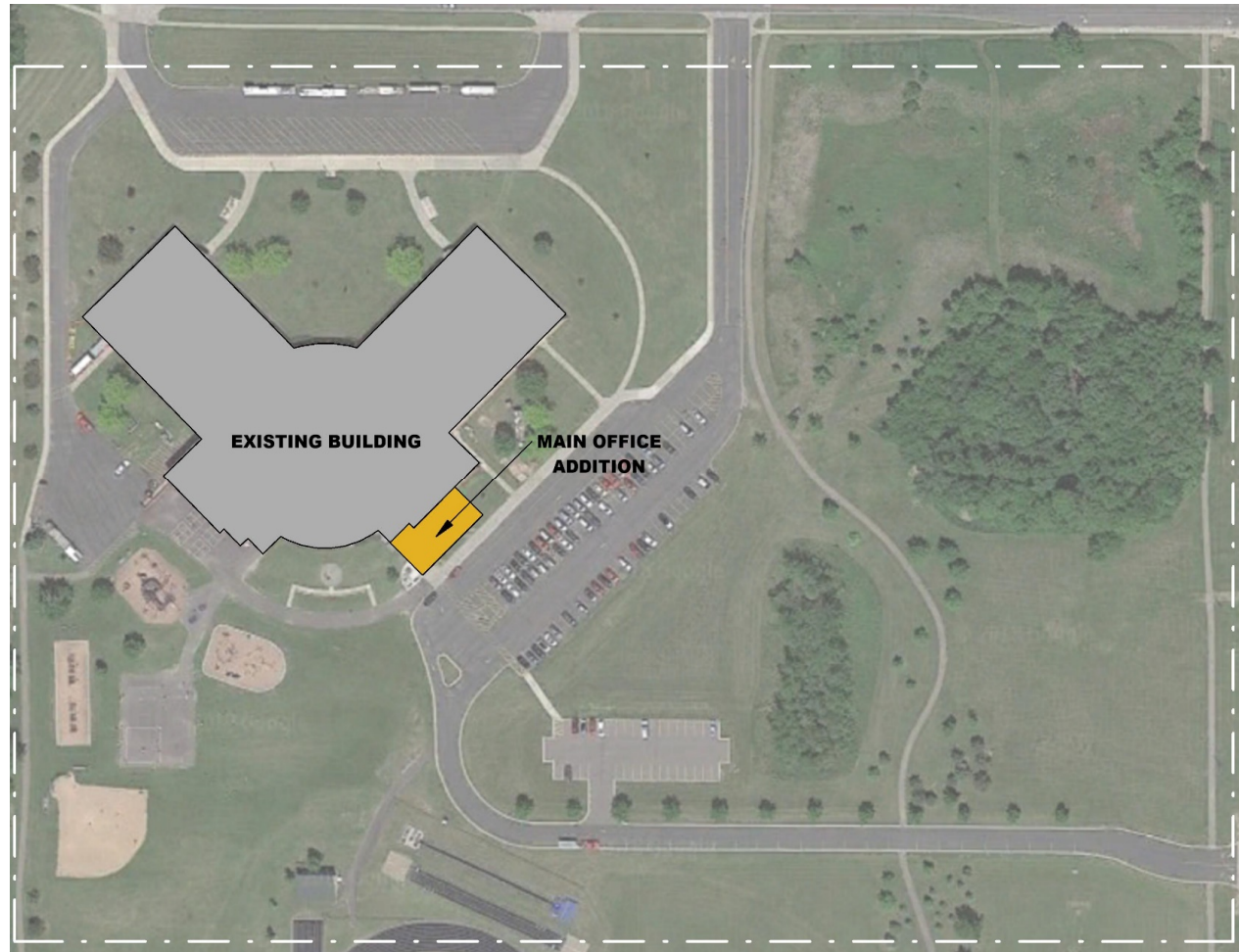
# Design Criteria

## SPED Renovation:

- » Create appropriately-sized resource rooms for services that are currently delivered in undersized spaces.
- » Create a centralized location for SPED staff to collaborate and create convenient location for student travel.
- » Dedicated conference room for IEP meetings (6 people – larger meetings will use main building conference room).



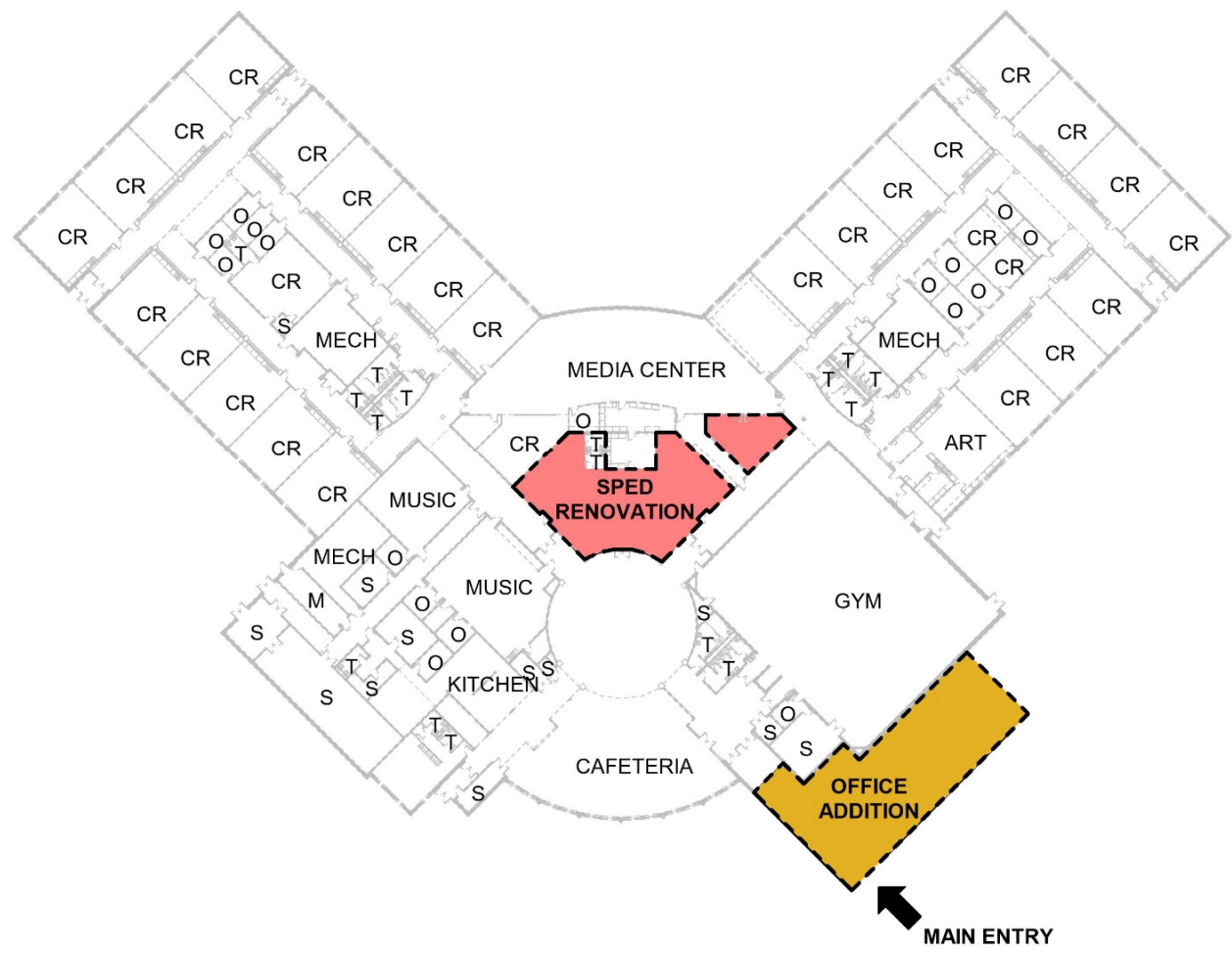
## Schematic Design Diagram: Site





# Schematic Design Diagram: Overall


- SPECIAL EDUCATION
- ART / MUSIC
- ADMINISTRATION
- OFFICE
- CLASSROOM
- CIRCULATION
- MEDIA CENTER
- GYMNASIUM
- KITCHEN / CAFETERIA
- MECHANICAL / STORAGE / TOILETS





 **Knutson Construction**

 **Northfield**  
PUBLIC SCHOOLS

-  SPECIAL EDUCATION
-  ART / MUSIC
-  ADMINISTRATION
-  OFFICE
-  CLASSROOM
-  CIRCULATION
-  MEDIA CENTER
-  GYMNASIUM
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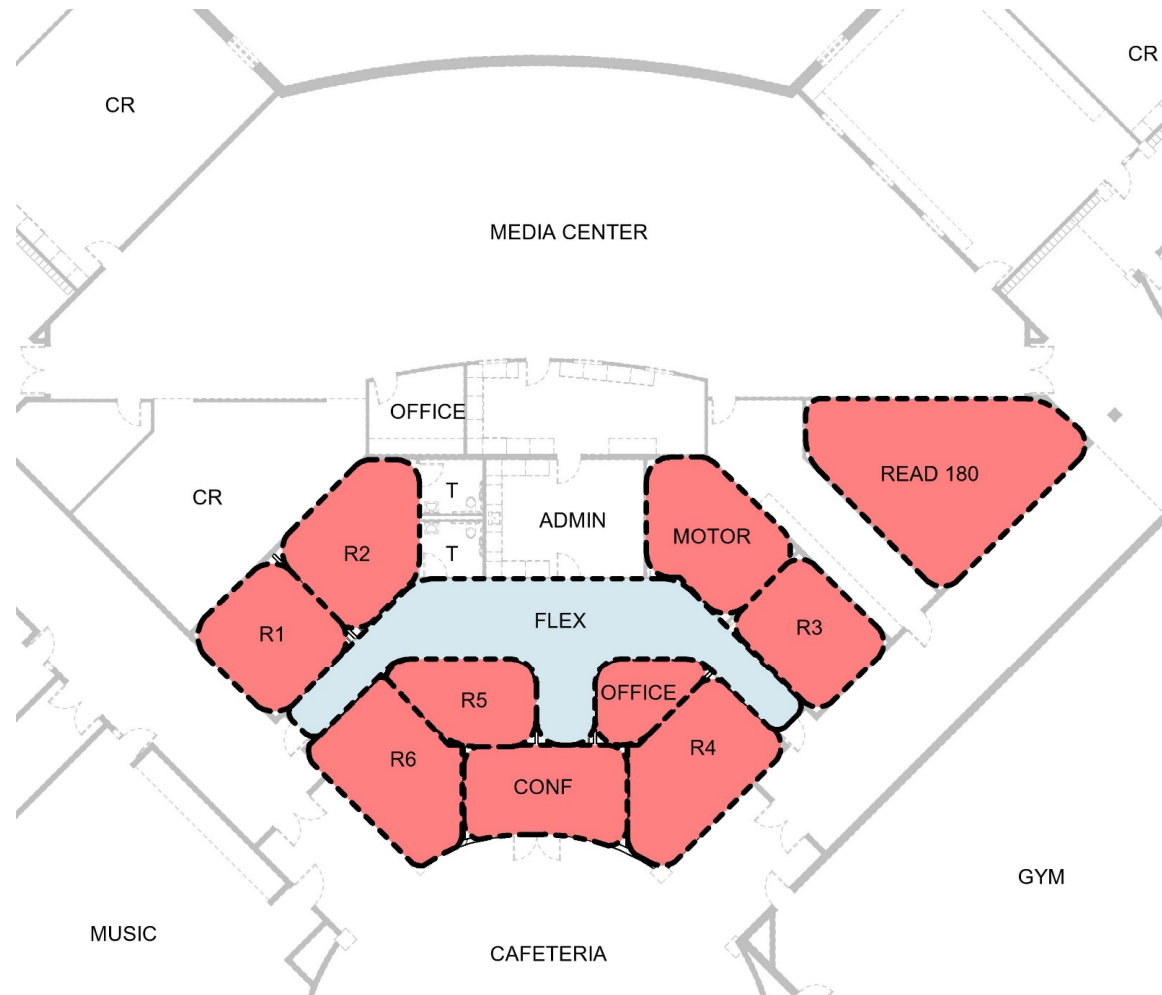
# Schematic Design Diagram: Main Office





# Schematic Design Diagram: SPED Suite

- SPECIAL EDUCATION
- ART / MUSIC
- ADMINISTRATION
- OFFICE
- CLASSROOM
- CIRCULATION
- MEDIA CENTER
- GYMNASIUM
- KITCHEN / CAFETERIA
- MECHANICAL / STORAGE / TOILETS





# Bridgewater Elementary User Groups



# Bridgewater User Groups

## MAIN OFFICE USER GROUP

- Met 2 times:
  - » February 28, 2019
  - » March 12, 2019

Nancy Antoine, ISD #659  
Adam Danielson, ISD #659  
Matt Hillmann, ISD #659  
Melody Kidall, ISD #659  
Jim Kulseth, ISD #659  
Robyn Patrick, ISD #659  
Noel Stretmoen, ISD #659

## SPECIAL EDUCATION USER GROUP

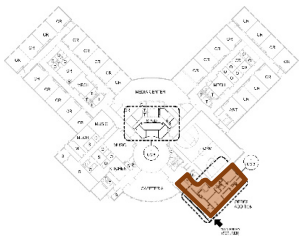
- Met 2 times:
  - » March 12, 2019
  - » April , 2019

Nancy Antoine, ISD #659  
Caitlin Bushey,  
Natalie Czech,  
Molly Ericksen,  
Tyler Faust,  
Cheryl Hall,  
Matt Hillmann, ISD #659  
Roanne Johnson,  
Sara Pratt,  
Melissa Reurers,  
Jessica Weber,

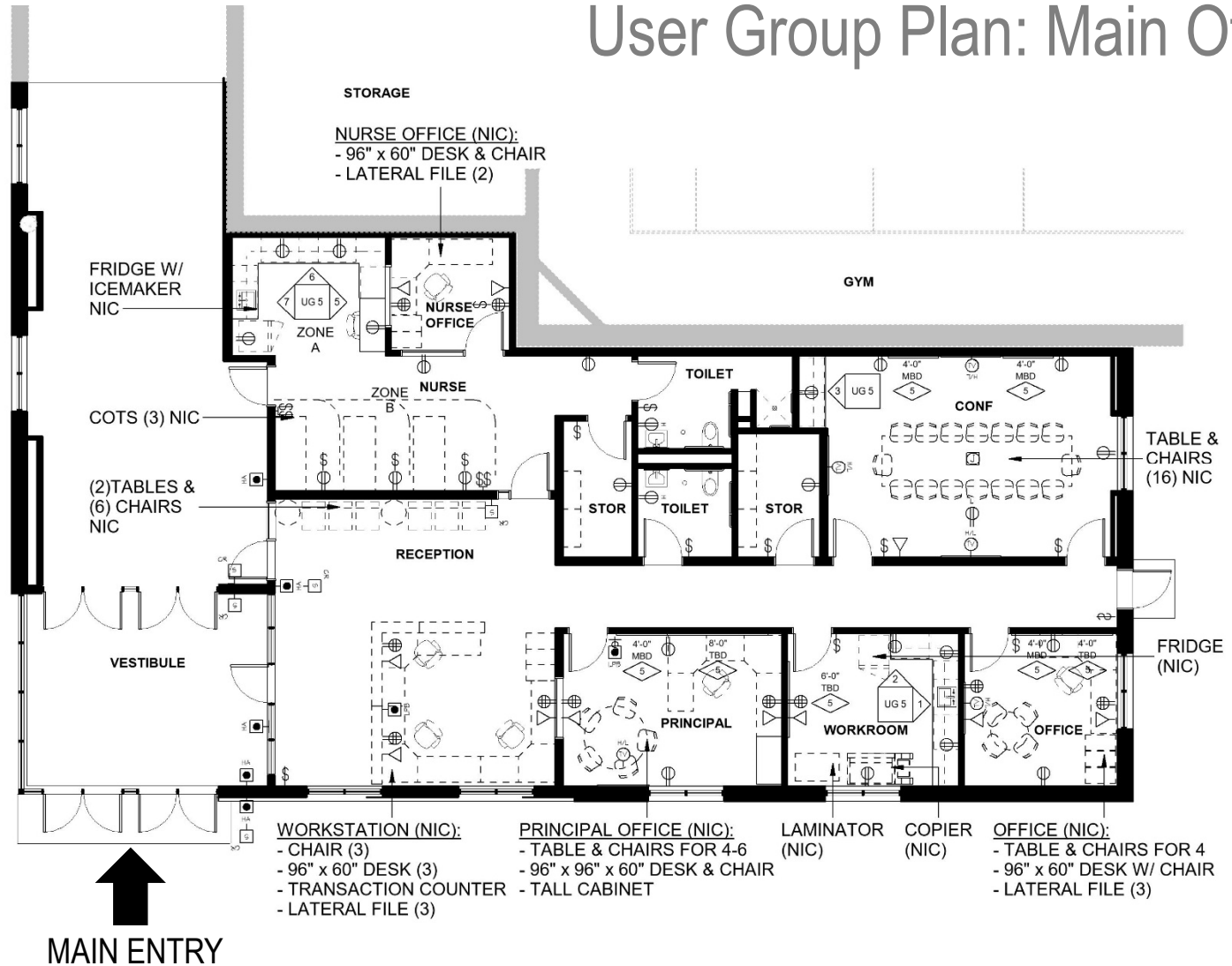


Knutson Construction

Northfield  
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# User Group Plan: Main Office

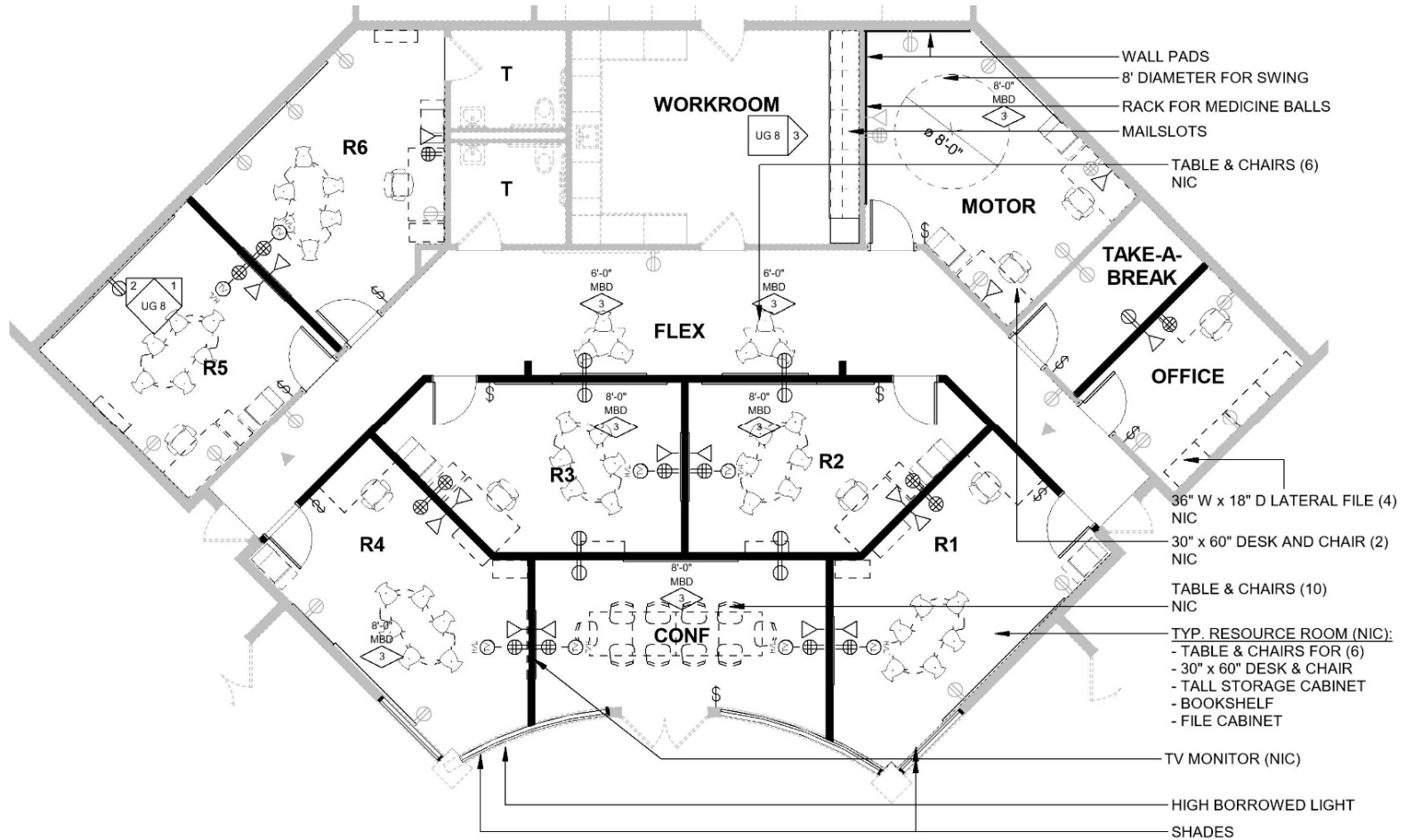




Knutson Construction

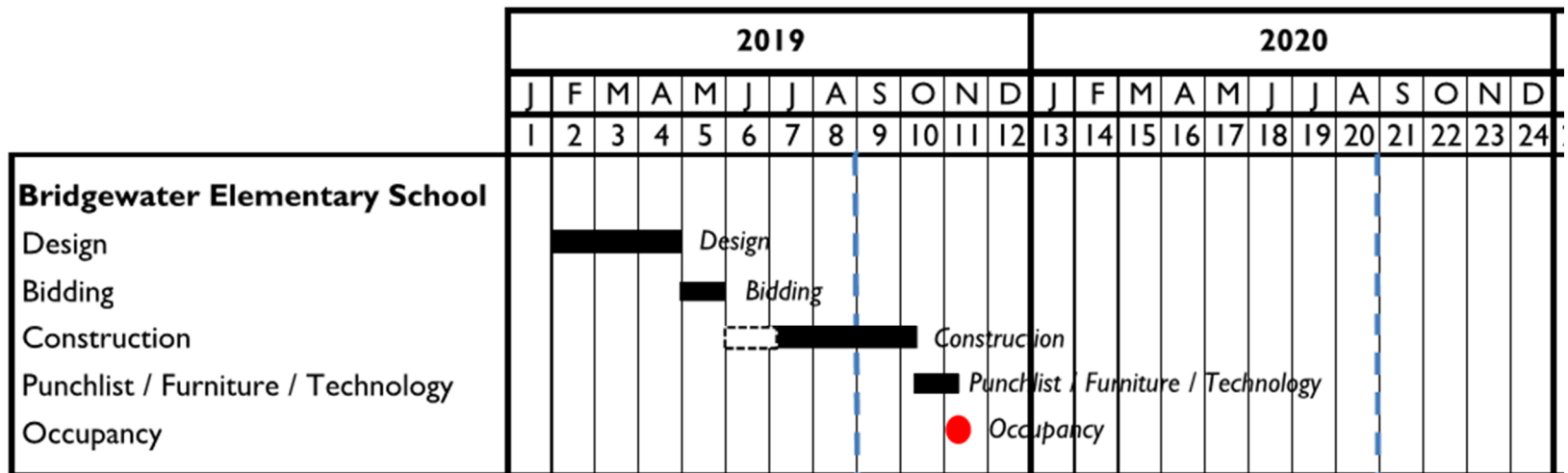
Northfield  
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# User Group Plan: SPED Suite





# Construction Timeline





## Next Steps

### Bridgewater:

- Completed Owner Page-turn
- Review Finishes and Exterior with Project Oversight Committee
- April 26<sup>th</sup> – Issue Project Documents
- May 21<sup>st</sup> – Bid Opening



Northfield High School Winter 2019

School Board Report

Joel Olson

2018-19

*Presented to the Board on 04.22.2019*

9-12 Student Enrollment: 1372

Total Co-Curricular Participants: 1191

86% of students participate in MSHSL or other competitive/performance activity

I. MSHSL

Winter Athletics 7 – 12

**Boys:** Nordic Skiing 24 participants  
Alpine Skiing - 7 participants  
Swim/Dive - 42 participants  
Hockey - 33 participants  
Basketball - 45 participants  
Hockey - 33 participants  
Wrestling - 50 participants  
**Total: 234**

**Girls:** Dance Team - 33 participants  
Gymnastics - 20 participants  
Nordic Skiing - 23 participants  
Alpine Skiing - 14 participants  
Hockey - 31 participants  
Basketball - 31 participants  
Wrestling - 1 participant  
**Total: 153**

Other Competitive Activities 9 – 12

Speech - 45 participants  
Cheer - 16 participants  
Knowledge Bowl - 34 participants  
Mock Trial - 18 participants  
Math Team - 6 participants  
Science Olympiad - 10 participants  
Chess - 17 participants  
Music Listening - 8 participants  
Bowling - 19 participants  
Olympic Weightlifting - Boys: 17 participants, Girls: 16 participants  
One Act - 11 participants  
Robotics - 30 participants  
Rock & Roll Revival - 147 participants  
DECA - 25  
**Total: 419**

II. NON-MSHSL

Fine Arts and Clubs

Band - 125      Choir - 168      Orchestra - 92

**Total: 385**

Clubs and Organizations

Link Crew	R.A.L.I.E	FCA	Student Council
Yearbook	National Honor Society	GSA	
Pep Band	DECA	Diversity Club	

### III. Achievements, Accomplishments, Awards

- The Boys Swimming & Diving Team won the Section 1A Swimming & Diving Championship Meet for the 3rd straight year. They posted over 50 season/lifetime best performances over the 2 day meet. The swimmers & divers qualified individuals and relays for State in all 12 events. 14 splashes total. The team was the A State Runner-up
- The wrestling team won Section 1AAA. The team placed 5th at the State Tournament.
- The girls' hockey team won the Big 9 Conference.
- The gymnastics team sent 5 girls to the state tournament and wrestling sent 6 individuals to the state tournament.
- The Speech team was the Big 9 Champions and section runner up. 6 individual speech members qualified for state.
- The girls' and boys' basketball teams were 1AAA runner-up
- Josh Bisel and Caroline Pritchard - MSHSL AAA Award Winners
- **Weightlifting:**

#### State Meet Individual Participants:

- Gymnastics
  - Sidney Petersen, Adison Dack, Ellie Stodden, Hannah Ringlien, and Kasey Mohlke
- Boys Swim/Dive
  - Paul "Oscar" Hanifl on 1 Meter Diving
  - 200 Medley Relay of Marcus Hauck, Jack Meehan, Ethan Schaffer, and Andrew Becker.
  - Josh Beumer, Dillon Smisek, Erik Larson, Alex Dell, Bryce Malecha, Ryan Malecha, and Jonathan Pownell.
- Wrestling
  - Chase Murphy, Trayton Anderson (State Champion), Drew Woodley (Runner-up), Jake Messner, Jack Stanton, and Nick Lopez.
- Nordic Skiing:
  - Patrick Welch, Caroline Peterson, Katie Schroeer
- Alpine Skiing:
  - Caroline Pritchard, Elizabeth Brust
- Speech:
  - Grace Hillmann, Jeanette Pelletier, Lia Pak, Celia Meagher, Ava O'Hara-Brantner, and Logan Ledman.
- Chess
  - Henry Hutton (12), Roman Kopp, Peter Lovoll, Caelan Bratland, Will Acheson, Owen Thomas, Reuben Menk (7), First Board, Senior Henry Hutton won **THIRD** place in the Minnesota State High School Championship Division.
- DECA
  - Top 12 in their events): Irvin Corona: Employment interview; Greta Foster: Marketing Management role play; Allison Goodell: Sales Demonstration (**5th in State!**); Darcy Kornkven: Integrated Marketing Campaign and Sales Demonstration; Wes Lideen: Principles of Finance; Grace McDonald: Marketing Management role play and Sales Demonstration (**1st in State!**); Grace Neuger: Principles of Hospitality and Tourism (**5th in State!**); Faithe Quick: Sales Demonstration; Will Schuerman: Sales Demonstration; Gracie Svien: Principles of Hospitality and Tourism (**6th in State!**) Also, Wes Lideen was top tester in Finance, and Darcy Kornkven was top tester in both Marketing and Business Finance

**Academic Awards: Gold = 3.75-4.0 Silver= 3.5-3.74**

#### Fine Arts

- One Act Play -
- Orchestra, Band and Choir Winter Concerts

#### NCAA/National Letter of Intent/Scholarship and Post Secondary Athletic Commitments:

Mason Zick - North Greenville University, Basketball

Mitchell Stanchina - Michigan Tech, Football

**Coach Honors:** Coach of the Year: *Geoff Staab 1AAA, Doug Davis 1A, Dan Dupay 1A Dive, Leanne Fricke Big 9, Tony Mathison - 300 wins*

### IV. ADDITIONAL ITEMS

- Future school board presentation regarding the Inside/Out Coaching Initiative
- Section Realignment

## **Policy 903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES**

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

The School District is committed to maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment. The School District welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.

### **II. STAFF / VISITOR IDENTIFICATION BADGES**

The School District shall require staff, substitutes, visitors and volunteers to wear appropriate identification as described below. All school employees are responsible to help monitor people in the school buildings and are expected to either escort visitors who do not have badges to the office to register and get a "Visitor" or "Volunteer" badge, or to alert office personnel that they have directed a visitor or volunteer to the office. Any suspicious persons in the building are to be reported to the office immediately.

#### **A. Permanent School Employees:**

Photo ID's will be provided by the School District and must be worn at all times by permanent employees of Northfield Public Schools when they are in school buildings. Should a replacement badge be needed for any reason, it should be ordered from the Human Resources Office immediately. In the interim, employees should obtain a temporary badge from the school office. Badges must be returned to the District when leaving its employ.

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

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

#### **C. Visitors/Volunteers:**

Visitors and volunteers to school buildings are required to register and obtain a "Visitor" or "Volunteer" badge in the main office of the school building, and to return the badge and check out at the end of the visit.

### **III. VISITOR LIMITATIONS**

- A. An individual or group may be denied permission to visit a school or school property or

such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.

- B. Visitors are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:
  - 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
  - 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.
- C. An individual or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

Policy 903 Visitors to School District Buildings and Sites  
Adopted: November 24, 2008; Reviewed: DATE HERE

School Board  
INDEPENDENT SCHOOL DISTRICT 659  
Northfield, Minnesota

**Legal References:** Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)

### **Procedures to Policy 903 - Employee Badge Replacement**

The District's badge system is multifunctional and allows staff to:

1. Gain access to the building(s) where they work.
2. Clock in and clock out for their shifts using one of the District's proxy readers (hourly staff).
3. Pay for breakfast or lunch in the District's cafeterias.
4. Check out materials from the District's media centers.

In the event that a staff member loses their badge, they should immediately contact the Human Resources Department so that the badge's access can be disabled. A temporary ID should be obtained from the building office. A seven dollar (\$7) replacement fee will be charged for replacing lost badges.

If a staff member's badge breaks, they should alert the Human Resources Department. There will be no charge for replacing a broken badge. Broken badges need to be turned in when a replacement badge is issued.

Procedures to Policy 903 Employee Badge Replacement

Adopted: September 2013; Reviewed: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota



### **Procedures to Policy 903 - Visitors to School District Buildings and Sites and Volunteer Guidelines**

Northfield Public Schools recognizes the importance of parents and community members supporting our schools by observing classroom instruction and volunteering in our schools. We welcome visitors. However, we reserve the right to closely monitor school visitors and volunteers in order to minimize disruption of instruction.

Standards for individuals who wish to observe/visit a classroom or program:

1. Classroom observations/visits should be scheduled at least two days in advance with the building administrator or their designee.
2. Observations shall be limited to 60 minutes duration to avoid disruption or distractions in the classroom, unless the building administrator believes there are compelling reasons for a longer visit.
3. The number of visits/observations shall be limited to three per school year to minimize disruption to instruction. This limit does not include times when parents are invited to a classroom for a special event or presentation, or when serving as a volunteer with a teacher.
4. Observations/visits will be limited to one visitor at a time, unless the request is for both parents.
5. Observers/visitors will remain in the location directed by the teacher to minimize the disruption to instruction.
6. Observers/visitors will not look at work samples nor gather information about any student, other than their own child, who is present in the classroom or instructional program.
7. The building administrator or their designee may be present during the observation in order to facilitate discussion or respond to questions that may arise. A follow-up meeting may be scheduled to address questions or concerns.

Standards for all individuals who observe instruction *or* volunteer within the school:

8. In order to maintain a safe and secure school environment, all visitors and volunteers are required to sign in at the school office, wear a visitor's badge while in the school or on school grounds and sign out when leaving the building. (see Board Policy 903)
9. To protect the learning environment, visitors and volunteers are asked not to bring younger children with them, nor utilize any personal electronic equipment such as audio or video recording devices and cell phones.
10. Visitors and volunteers must respect and observe the privacy rights of students as provided under state and federal law. (see Board Policy 515)
11. A visit may be ended by the building administrator or their designee at any time if classroom activities or instruction are being disrupted. (see Board Policy 903)

Adopted: May 6, 2011; Reviewed: DATE HERE



**Classroom Observation/Volunteer  
Confidentiality Acknowledgement**

Thank you for visiting or volunteering in our schools. Your involvement and support in educating our children is greatly appreciated.

While in our schools, you may encounter or become aware of information about student grades, test scores or other information about specific students; overhear conversations between school staff regarding students; and observe student interactions, including behavioral incidents that may need to be addressed by school staff.

Due to data privacy laws, we are asking that you sign this form indicating that any information you obtain related to any student will remain confidential.

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Printed Name of Volunteer/Observer

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Signature of Volunteer/Observer

---

Date

**Policy 904    DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY  
NONSCHOOL PERSONS**

**I.     PURPOSE**

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

**II.    GENERAL STATEMENT OF POLICY**

- A.    The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting, within the limitations and provisions of this policy.
- B.    To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

**III.   DEFINITIONS**

- A.    “Distribute” or “Distribution” means the electronic or physical circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.
- B.    “Nonschool-sponsored material” or “unofficial material” includes all materials or objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students, employees or others, and tangible objects.
- C.    “Nonschool person” means any person who is not currently enrolled as a student in or employed by the school district.
- D.    “Obscene to minors” means:
  - 1.    The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2.    The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct, excretory functions, or lewd exhibition; and
  - 3.    The material, taken as a whole, lacks serious literary, artistic, political, or

scientific value for minors.

- E. "Minor" means any person under the age of eighteen (18).
- F. "Material and substantial disruption" of a normal school activity is defined as any disruption which interferes with or impedes the implementation of a compulsory or voluntary school activity. In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.
- G. "School activities" means any activity sponsored by the school.
- H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

#### **IV. GUIDELINES**

- A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.
- B. Requests for distribution of materials will be reviewed by the superintendent or designee on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:
  - 1. is obscene to minors;
  - 2. is libelous or slanderous;
  - 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
  - 4. advertises or promotes any product or service not permitted to minors by law;
  - 5. advocates violence or other illegal conduct;
  - 6. constitutes insulting or fighting words, the very expression of which injures or harasses other people;
  - 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to the following:

1. whether the material is educationally related;
2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline or school activities;
3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether distribution would require assignment of school district staff, use of school district equipment or other resources;
6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

#### **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

- A. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.
- B. No one will coerce a student or staff member to accept any publication.

#### **VII. VIOLATION OF POLICY**

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called for assistance.

#### **VII. IMPLEMENTATION**

The school district administration may develop any additional guidelines and procedures necessary to implement this policy.

Policy 904 Distribution of Materials on School District Property by Nonschool Persons  
Adopted: December 8, 2008; Reviewed: DATE HERE

School Board  
INDEPENDENT SCHOOL DISTRICT 659  
Northfield, Minnesota

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)  
*Doe v. South Iron R-1 School District*, 498 F.3d 878 (8<sup>th</sup> Cir. 2007)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8<sup>th</sup> Cir. 1987)  
*Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)  
*Perry Education Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)  
*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied U.S., 132 S.Ct. 592 (2011)

**Cross References:** Board Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
Board Policy 512 (School-Sponsored Student Publications)

## **Policy 906 COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS**

### **I. PURPOSE**

The purpose of this policy is to assist school administrators and staff members in responding to a notification by a law enforcement agency that a convicted predatory offender is moving into the school district so that they may better protect individuals in the school's care while they are on or near the school district premises or under the control of the school district.

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

- A. It is the policy of this school district to provide information to staff regarding known predatory offenders that are moving into the school district so that they may monitor school premises for the safety of the school, its students, and employees. Staff will be notified as appropriate and have access to Offender Fact Sheets.
- B. The superintendent, in cooperation with appropriate school transportation officials, will evaluate bus routes and bus stops. Bus drivers will have access to Offender Fact Sheets. If necessary, bus stops may be moved if they place children in close proximity to a predatory offender who has been convicted of crimes against children of similar ages.
- C. The superintendent, in conjunction with the building principal or designee, shall prepare or provide safety information for distribution to students regarding protecting themselves from abuse, abduction, or exploitation. The school district will prepare a list of available resources. Staff will provide safety information to students on how to protect themselves against abuse, abduction, or exploitation. School officials may ask their police liaison officer or local law enforcement officials for assistance in providing instruction to staff and students.

### **III. DEFINITIONS**

- A. The "Sex Offender Community Notification Act," Minn. Stat. § 244.052, as amended, allows law enforcement agencies to disclose information about certain predatory offenders when they are released into the community. The information disclosed and to whom it is disclosed will depend upon their assessment of the level of risk posed by the predatory offender.
- B. "Risk Level Assessment" is the level of danger to the community as established by the Minnesota Department of Corrections following a review by a committee of experts. The level of risk assigned to a soon-to-be-released offender determines the scope of notification. (Minn. Stat. § 244.052, Subds. 2, 3)
- C. "Risk Levels"
  - 1. "Level I" – Risk Level I is assigned to a predatory offender whose risk assessment

- score indicates a low risk of reoffense.
2. “Level II” – Risk Level II is assigned to a predatory offender whose risk assessment score indicates a moderate risk of reoffense.
  3. “Level III” – Risk Level III is assigned to a predatory offender whose risk assessment score indicates a high risk of reoffense.

(Minn. Stat. § 244.052, Subd. 3(e))

D. “Notification or Disclosure by Law Enforcement Agency”

1. Risk Level I – The local law enforcement agency may disclose certain information to other law enforcement agencies and to any victims of or witnesses to the offense committed by the offender. There will be no disclosure to school districts.
2. Risk Level II – In addition to those notified in Level I, a law enforcement agency may notify agencies and groups the offender is likely to encounter that the offender is about to move into the community and provide to those agencies and groups an Offender Fact Sheet on the offender. School districts, private schools, day care centers, and other institutions serving those likely to be victimized by the predatory offender are included in a Level II notification.
3. Risk Level III – In most cases, the local law enforcement agencies will hold a community meeting and distribute an Offender Fact Sheet with information concerning and a photograph of the soon-to-be-released Level III offender.

(Minn. Stat. § 244.052, Subd. 4)

E. “Offender Fact Sheet” is a data sheet compiled by the Department of Corrections or local law enforcement agency. The Offender Fact Sheet contains both public and private data including a photograph and physical description of the predatory offender, as well as the general location of the offender’s residence.

1. A local law enforcement agency will generally provide Offender Fact Sheets for Level II predatory offenders directly to the school district.
2. Level III Offender Fact Sheets will be distributed at a community meeting conducted by the local law enforcement agency.

F. “Law enforcement agency” means the law enforcement agency having primary jurisdiction over the location where the offender expects to reside upon release. (Minn. Stat. § 244.052, Subd. 1(3))

G. “Criminal history conviction data” is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA). (Minn. Stat. § 13.87)

#### IV. PROCEDURES

A. Level II Notification

In keeping with the statutorily designated purpose that Offender Fact Sheets are to be used by staff members to secure the school and protect individuals in the school district's care while they are on or near the school district's premises or under the control of the school district, the school district will take the following steps:

1. The superintendent shall notify the law enforcement agencies within the school district that all appropriate Level II and Level III notifications are to be provided at least to the superintendent of schools.
2. Upon notification of the release of a Level II predatory offender, the superintendent shall forward the Offender Fact Sheet to all building principals and central office administrators. This would include transportation, food service and buildings and grounds supervisors.
3. Principals of schools in close proximity to the Level II predatory offender's residence shall meet with staff and show the Offender Fact Sheet to persons within the buildings who supervise students or who would be in a position to observe if the Level II offender was in or around the school. This includes, but is not limited to, administrators, teachers, coaches, paraprofessionals, custodians, clerical and office workers, food service workers, volunteers, and transportation providers.
4. The school district shall request criminal history conviction data on the Level II predatory offender from its local law enforcement agency. On a case-by-case basis, the superintendent may determine whether to send a letter to parents with general information regarding release of the Level II offender and a copy of the criminal history conviction data that the school district obtained from its local law enforcement agency. The offender fact sheet contains data classified as private or not public under Minnesota law and may only be distributed to parents, students, or others outside the school district if it determines the release is for the purpose of securing the schools and protecting individuals under the school district's care while they are on or near school premises.
5. The building administrator shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but not the general public unless a determination has been made that public posting will help secure the school or protect students.
6. The school district shall not distribute or provide access to Level II Offender Fact Sheets to parents, students, or others outside the school district unless a determination has been made that dissemination of the data will help secure the school or protect students.

B. Level III Notification

1. The superintendent shall notify the law enforcement agencies within the school district that all Level III notifications of community meetings are to be provided to the superintendent of schools.
2. When a Level III predatory offender is released into a community, generally the

local law enforcement agency will notify the school district of the time and location of the community meeting at which the Level III Offender Fact Sheet will be distributed to the community.

3. When the school district receives this information, the superintendent shall determine on a case-by-case basis whether the school district will notify parents and students of the time, date, and location of the community meeting.
4. When notified of a Level III predatory offender community meeting the superintendent or another school district administrator designated by the superintendent shall attend the community notification meeting.
5. When the school district receives information that a Level III predatory offender is moving into the school district, in addition to following the procedures specified above, the school district shall follow the procedures outlined for a Level II notification.
6. If the predatory offender is participating in programs offered by the school district that require or allow the person to interact with children other than the person's children, the superintendent shall notify parents of children in the school district of the contents of the Offender Fact Sheet.

#### Policy 906 – Community Notification of Predatory Offenders

Adopted: December 8, 2008; Reviewed: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 244.052 (Community Notification)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
42 U.S.C. § 16901 *et seq.* (Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program)  
Minnesota Department of Administration Advisory Opinion: 98-004

**Cross References:** MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

## **Policy 907 REWARDS**

### **I. PURPOSE**

The purpose of this policy is to authorize the school board to offer rewards to persons who provide accurate and reliable information leading to the conviction of a person who has committed or conspired to commit a crime against students or school employees, volunteers, or school board members as a result of their affiliation with the school district, or against school district property.

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

The school board believes that, in certain circumstances, the offering of a reward may lead to the receipt of information that would solve or prevent a crime against students, school employees, volunteers, school board members, or school district property. The school board also believes that the fact that the school board may offer a reward may have a deterrent effect on the commission of such crimes.

### **III. APPROVAL OF OFFERING OF REWARDS**

The school board shall approve the offering of any rewards by the school district. The approval shall specify the amount of the reward and the crime to which it is applicable. The approval may relate to a specific incident or to a continuing category of crime, i.e., assault of a teacher, damage to school property, etc.

### **IV. ESTABLISHMENT OF PROCEDURES**

The superintendent shall develop directives and procedures to address the timing and method of payment of any reward earned by an information provider. The information provided must have led to the conviction of the person who committed or conspired to commit the crime for which the reward was offered.

Policy 907 Rewards

Adopted: December 15, 2014; Reviewed: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

**Legal References:** Minn. Stat. § 123B.02, Subd. 22 (Reward)

## **Proposed Budget – Non-Operating Funds | 2019-20 • Narrative | April 22, 2019**

Val Mertesdorf, Director of Finance

### **Debt Service Fund**

State statute requires the District to ask the voters for authority to bond. This means that property taxes are the main source of revenue for the debt service fund. The majority of our bonds are voter approved and we are required by statute to levy 105% of our debt service payments annually. This is part of our levy certification process we do each fall. The expenditures of the debt service fund are restricted for principal and interest payments as well as any potential service fees we might incur from the debt.

Our revenue projection for 2019-20 is slightly higher than the current fiscal year. This is driven by bond payment schedules. In 2017-18, we did a permanent interfund transfer of \$154,008 from our Long-Term Facilities Maintenance fund balance to the debt service fund to cover the first interest payment of LTFM Bond from 2017. The 2018-19 budget has a significant amount in other financing sources. This is made up of the proceeds from the refunding bond we did this past winter (\$7,706,750) and well as the capitalized interest from our voter approved building bonds (\$2,609,000). The refunding bond was paid out in January, so you will see that in the other financing uses on the expenditure slide. The capitalized interest will be used to reduce the amount we have to levy on the Pay 20 and Pay 21 levy certifications.

Our expenditure projection has been very consistent. The 2019-20 expenditures are higher due to the interest payments for the November 2018 building bonds. This expenditure will be more than what we need to levy. The tax impact for taxpayers should be pretty consistent. These amounts are tied directly to our payment schedules.

Our fund will grow slightly while we spend the capitalized interest in the next two years. For the 2019-20 school year we have seven outstanding bonds with principal totaling \$4.910 million and interest totaling \$2,458,743. These seven issues have a total debt of \$83,715,878 to be paid over the next nineteen years. The 2010A refunding bond was refunded this past winter, so this bond will fall off the schedule after the August 1<sup>st</sup> interest payment listed.

### **Fiduciary Fund**

The Fiduciary Fund is also known as our Trust or Scholarship Fund. The fund accounts for each gift, donation, or trust that is awarded to the District. We track each account separately. The high school guidance office coordinates the gift and award process each year. We are able to provide more than 80 scholarships each year from more than 50 donors thanks to these gifts! The District is the fiscal host for about 50% of these scholarships.

On the summary you will see this fund is very consistent. Generally the gifts we receive are awarded as scholarships that year. For the 2019-20 school year we are anticipating \$72,030 in gifts and approximately \$1,200 in interest earnings. Expenditures are anticipated to be the same as this fiscal year. Overall this fund balance is showing a small decline, which is what I would expect as we spend down the endowments we have received.



Non-Operating Funds  
Proposed Budgets  
2019-20

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# Debt Service Fund

2019-20 Proposed Budget

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# Debt Service Basics

## Debt Service Revenue:

- Levy - 105% of debt principal and interest payments
- State - LTFM Aid and state credits
- Offset of operating capital and LTFM
- Other financing sources – Refunding bond and capitalized interest

## Debt Service Expenditures:

- Outstanding principal and interest payments
- Other debt costs, i.e. service fees
- Other financing uses – Refunding bond and capitalized interest

## Debt Service Revenue

	2016-17	2017-18	2018-19	2019-20
	Actual	Actual	Budget	Proposed
Local Property Tax Levy	\$ 4,705,003	\$ 4,904,576	\$ 5,337,839	\$ 5,605,746
Interest on Investments	23,921	29,742	24,000	24,000
State of Minnesota	318,562	395,312	387,475	426,893
Other Financing Sources	-	154,008	10,315,750	-
Total	\$ 5,047,486	\$ 5,483,638	\$ 16,065,064	\$ 6,056,639

## Debt Service Expenditures

	2016-17	2017-18	2018-19	2019-20
	Actual	Actual	Budget	Proposed
Bond Principal Payment	\$ 4,265,000	\$ 4,750,000	\$ 4,915,000	\$ 4,910,000
Bond Interest	1,003,819	931,827	813,694	2,458,743
Other Debt Service Fees	5,525	6,330	6,000	7,000
Other Financing Uses	-	-	7,670,000	-
Total	\$ 5,274,344	\$ 5,688,157	\$ 13,404,694	\$ 7,375,743

## Debt Service Summary

	2016-17	2017-18	2018-19	2019-20
	Actual	Actual	Budget	Proposed
Beginning Balance	\$ 1,627,000	\$ 1,400,142	\$ 1,349,632	\$ 4,010,002
Revenue	5,047,486	5,483,639	5,749,314	6,056,639
Total Sources	6,674,486	6,883,781	7,098,946	10,066,641
Expenditures	5,274,344	5,688,157	5,734,694	7,375,743
Other Financing Sources	-	154,008	10,315,750	-
Other Financing Uses	-	-	7,670,000	-
Ending Fund Balance	\$ 1,400,142	\$ 1,349,632	\$ 4,010,002	\$ 2,690,898

# Principal and Interest Schedule

Issue Date	Net Interest Rate	Original Issue	Purpose	Final Maturity	FY 2019-20 Payments		
					Principal	Interest	Total
2/16/2010	2.0 - 4.0%	\$ 22,615,000	Refund '01 MS/HS/MF	2/1/2022	\$ -	\$ 153,400	\$ 153,400
12/7/2011	2.0 - 2.375%	\$ 9,750,000	Refund '03A MS/HS/MF	2/1/2024	\$ 545,000	\$ 165,394	\$ 710,394
12/19/2012	1.5 - 2.0%	\$ 9,825,000	Refund '04/'05 Indoor Air	2/1/2025	\$ 870,000	\$ 124,600	\$ 994,600
5/13/2014	2.0-3.0%	\$ 1,525,000	GVP/HS Roofs	2/1/2025	\$ 150,000	\$ 23,650	\$ 173,650
3/23/2017	1.93%	\$ 1,325,000	BW Roof	2/1/2027	\$ 120,000	\$ 32,550	\$ 152,550
11/15/2018	2.23%	\$ 7,325,000	Refund 2010A	2/1/2022	\$ 3,225,000	\$ 443,569	\$ 3,668,569
3/23/2017	1.93%	\$ 39,255,000	Elementary/Early Childhood	2/1/2039	\$ -	\$ 1,515,580	\$ 1,515,580
					\$ 4,910,000	\$ 2,458,743	\$ 7,368,743

# Maturity Schedule

Fiscal Year	Principal	Interest	Total
2020	4,910,000	2,458,743	7,368,743
2021	5,230,000	2,027,675	7,257,675
2022	4,130,000	1,817,275	5,947,275
2023	4,270,000	1,689,556	5,959,556
2024	4,370,000	1,579,744	5,949,744
2025	2,505,000	1,465,681	3,970,681
2026	2,085,000	1,384,481	3,469,481
2027	2,230,000	1,283,131	3,513,131
2028	2,185,000	1,174,631	3,359,631
2029	2,290,000	1,065,381	3,355,381
2030	2,405,000	950,881	3,355,881
2031	2,490,000	866,706	3,356,706
2032	2,590,000	767,106	3,357,106
2033	2,665,000	689,406	3,354,406
2034	2,745,000	609,456	3,354,456
2035	2,830,000	527,106	3,357,106
2036	2,925,000	431,594	3,356,594
2037	3,025,000	332,875	3,357,875
2038	3,130,000	227,000	3,357,000
2039	3,240,000	117,450	3,357,450
	<u>\$ 62,250,000</u>	<u>\$ 21,465,878</u>	<u>\$ 83,715,878</u>

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# Fiduciary Fund

(Scholarship Fund)

2019-20 Proposed Budget

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## Fiduciary Fund - Scholarships

- One active trust fund
- Individual accounts for each gift
- NHS Guidance Office coordinates gift and award process
- Accounts are monitored for appropriate use as designated by the donors
- More than 80 scholarships from 50+ donors!
- The District is the fiscal host for about 50% of the scholarships

## Financial Summary

	2016-17	2017-18	2018-19	2018-19
	Actual	Actual	Budget	Proposed
Beginning Balance	\$ 148,176	\$ 164,256	\$184,249	\$ 179,949
Gifts and Donations	70,989	94,589	\$ 71,530	\$ 72,030
Earnings on Investments	966	1,254	200	1,500
Total Sources	220,131	260,099	255,979	253,479
Expenditures	55,875	75,850	76,030	76,030
Ending Fund Balance	\$ 164,256	\$ 184,249	\$179,949	\$ 177,449

# Scholarship Listing

AAUW Scholarship	\$ 500	NFLD Alumni Scholarship	\$ 500
Al Berkvam Memorial Scholarship	\$ 500	Northfield Prairie Partners Scholarship	\$ 100
Apple Autos	\$ 5,000	Northfield Union of Youth (The Key)	\$ 18,000
Booster Club	\$ 1,000	PEO Recognition Scholarship	\$ 1,800
Cannon Valley Lions Club Scholarship	\$ 1,500	Rotary Scholarship	\$ 3,000
Cannon River Sportsmen Club	\$ 1,500	Schieck Orthodontics	\$ 500
Cardinal CG Scholarship	\$ 500	Skip Boyum Scholarship	\$ 750
Cinco de Mayo Scholarship	\$ 1,500	Steele-Waseca Electric	\$ 500
Dakota Electric Fund	\$ 3,000	Step Up Scholarship	\$ 1,200
Darrin Erickson Memorial Scholarship	\$ 430	Stratmoen Family Scholarship	\$ 750
David Rodgers Memorial Scholarship	\$ 3,000	Tom Blaisdell Memorial	\$ 2,000
Kluver Family Scholarship	\$ 500	TORCH Scholarship	\$ 7,500
Lucille Duesterhoeft Memorial	\$ 11,000	VFW	\$ 1,500
Myrtle Houston Trust	\$ 4,000	W Stickley Memorial	\$ 4,000
		<b>Total</b>	<b>\$ 76,030</b>

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# Questions?

Thank you!

## Internal Service Fund | Proposed Budget | April 22, 2018

Val Mertesdorf, Director of Finance

The Internal Service Fund is used to account for the District's self insured health and dental plans. The dental plan was established in FY06 and the health plan was established in FY12. The revenue is generated by the premiums that the district, our employees and our retirees pay. Our Benefits Advisory Committee sets the premiums that we charge. Expenditures are actual claims expense and the cost to administer the plan. Currently we use Delta Dental and Blue Cross Blue Shield as our plan administrators. The Internal Service Fund is a proprietary fund that is presented separately in the financial statements.

### GENERAL INFORMATION:

Overall our self insurance plans have performed very well. The Benefits Advisory Committee has set a minimum fund balance goal of \$200,000 for dental and \$2,000,000 for health. You will see on the following slides that we surpassed our fund balance goals, eliminated the liability in the general fund and **reduced** our rates in a time when many organizations are seeing double digit rate increases! The change to self insurance was a long and thoughtful process. Northfield was awarded the Local Government Innovation Award this past year for our work on this program.

### DENTAL:

Our dental participation has consistently been increasing. The influx in 2016-17 and decline in 2017-18 is the impact of our one year fiscal host arrangement with the Cannon Valley Special Education Cooperative. The dental program had built a significant fund balance. In FY14 we utilized the fund balance to reduce premiums by 50% to partially offset an 8% increase in health premiums. As of January 1, 2016, the rates have been restored back. The benefits advisory committee recommended holding rates flat. It is important to note, that these are the same rates that were set in 2005 when we started our self insured dental plan! Our dental rates have not increased in 14 years.

On the financial summary you will see the charges for services and claims are projected to increase, this is related to increased participation and a projected dental inflation increase. We anticipate ending 2019-20 with \$279,288 which is above our minimum fund balance goal.

### HEALTH:

The health plan enrollment has decreased slightly. The impact of the Cannon Valley Special Education staffing can be seen in our participation numbers for health similar to the impact for dental. During contract negotiations with the Northfield Education Association, the District negotiated a \$50 per month decrease in the district contribution towards health insurance for both single and family plans. Last fall the benefits advisory committee recommended a \$100 per month reduction to all of our health premiums effective January 1, 2018. The result of this means the District will pay less in health insurance out of our general fund, child nutrition fund and community services fund. Our employees have seen a

\$50 reduction in the amount they contribute from their paycheck. This was the definition of a win-win scenario! The benefits advisory committee kept the rates flat for 2019.

Our health plan has had some very significant claims in the past two years. This is the reason we have intentionally built the fund balance. This balance allows the fund to weather a few bad years without impacting the current employee premiums. This scenario is exactly why we put the effort in to move to a self-insured model.

The health financial summary shows a decrease in charges for services revenue this is due to the decline in enrollment. Our projected claims are based on our historical trend and the knowledge that we expect the plan to incur some significant claims in the coming year. The administrative fee was reduced when the District opted to increase the stop-loss limit from \$100,000 to \$125,000. The District took on additional risk, but saved a significant amount that we felt would outweigh the additional risk. We anticipate ending 2019-20 with \$6,157,027 which is above our minimum fund balance goal.

**SUMMARY:**

Overall, our self insurance has been incredibly successful. This is one of the best stories in terms of stewardship of our resources. The benefits advisory committee under Molly Viesselman's leadership has laid the groundwork for a successful, sustainable and cost effective program, while at the same time maintaining or increasing benefits for employees! All the money shown in our ending fund balance is money we were leaving on the table when we were insured through the Cooperative.

# 2019-20 Proposed Budget



## INTERNAL SERVICE FUND



Minnesota Local Government Innovation Awards

LGIA 2018

# Internal Service Fund Basics



- Fund that accounts for our self insured health and dental plans
- Dental was established in FY06 and Health was added in FY12
- Revenue is from the premiums paid by the District, Employees and Retirees
- Expenditures reflect actual claims paid and the administration of the plan
- Currently using Delta Dental and Blue Cross Blue Shield
- Stand alone fund that is presented separately on our financial statements



# Dental Financial Summary



	<b>2016-17 AUDIT RESULTS</b>	<b>2017-18 AUDIT RESULTS</b>	<b>2018-19 CURRENT BUDGET</b>	<b>2019-20 PROPOSED BUDGET</b>
Beginning Balance	\$225,234	\$279,428	\$270,606	\$271,638
Charges for Services	591,107	543,587	570,138	587,243
Interest Earnings	1,886	1,800	2,000	2,500
Total Sources	818,227	824,815	842,744	861,381
Insurance Claims	502,065	517,285	527,498	543,323
Administrative Fees	36,734	36,924	43,608	38,770
Total Expenditures	538,799	554,209	571,106	582,093
Ending Fund Balance	<b>\$279,428</b>	<b>\$270,606</b>	<b>\$271,638</b>	<b>\$279,288</b>

# HEALTH



## PARTICIPATION

	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14
Single	136	149	148	173	158	160	154
Family	335	335	295	307	277	250	242
Total	471	484	443	480	435	410	396
Change	-2.7%	3.0%	-2.1%	10.3%	6.1%	3.5%	0.0%

## MONTHLY PREMIUM

	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14
CMM – S	502.70	502.70	602.70	602.70	602.70	602.70	602.70
CMM – F	1,529.32	1,529.32	1,629.32	1,629.32	1,629.32	1,629.32	1,629.32
HRA – S	498.92	498.92	598.92	598.92	598.92	598.92	598.92
HRA - F	1,516.90	1,516.90	1,616.90	1,616.90	1,616.90	1,616.90	1,616.90

# Health Financial Summary



	2016-17	2017-18	2018-19	2019-20
	AUDIT RESULTS	AUDIT RESULTS	CURRENT BUDGET	PROPOSED BUDGET
Beginning Balance	\$4,246,259	\$5,637,018	\$5,711,405	\$6,153,240
Charges for Services	6,969,825	6,859,449	6,941,460	6,805,177
Interest Earnings	38,597	46,129	45,000	47,000
Total Sources	11,254,681	12,542,596	12,697,865	13,005,417
Insurance Claims	4,725,278	6,030,278	5,445,395	5,989,934
Administrative Fees	892,385	800,913	1,099,230	858,456
Total Expenditures	5,617,663	6,831,191	6,544,625	6,848,390
Ending Fund Balance	\$5,637,018	\$5,711,405	\$6,153,240	\$6,157,027

# Questions?



- Thanks for your time!!

# NORTHFIELD PUBLIC SCHOOLS

## School Board Minutes

April 8, 2019

Northfield High School Media Center

- I. Call to Order  
Board Chair Julie Pritchard called the Regular meeting of the Northfield Board of Education of Independent School District 659 to order at 7:00 p.m. Present: Hardy, Stratmoen, Quinnell, Baraniak, Iverson, and Pritchard. Absent: Goerwitz.
- II. Agenda Changes / Table File  
Table File items were added.
- III. Public Comment  
There was public comment from Zoe Ingersoll and Ashley Ringlien regarding Northfield High School gymnastics.
- IV. Announcements and Recognitions
  - Congratulations to the Raiders Speech Team for finishing runner-up in our section, Coach Jody Saxton West, and our state speech participants Grace Hillmann, Jeanette Pelletier, Lia Pak, Celia Meagher, Ava O'Hara-Brantner, and Logan Ledman.
  - The March-April 2019 publication of the Minnesota School Boards Association highlighted an article about Northfield Public Schools receiving a Local Government Innovation Award from the University of Minnesota Humphrey School for Public Affairs in December 2018. This award validated a nearly 15-year journey and an incredible success story: the conversion of our fully-insured health plan to a self-insured health plan resulting in high-quality health insurance with some predictability regarding premium rates for District employees.
- V. Items for Discussion and Reports
  - A. Technology Services Presentation  
At the January 28, 2019 Board meeting, Director of Technology Kim Briske presented an update on current technology projects in the district including the process of selecting the next student devices. A focus group of district staff was formed to identify the needs for student devices. This group reviewed the licensed staff survey responses and participated in vendor presentations. The recommendations of this focus group were presented at the March 11, 2019 Board meeting, and additional information regarding staff and student feedback was presented at the Board work session on March 19, 2019. At this meeting Ms. Briske presented the recommended student device lease option and associated costs for the Board's consideration. The recommendation is to enter into a 4-year lease for 4,200 each iPad 6th Generation with Logitech Crayon and STM Dux Case, with an option to renew early after three years, and the District owns devices after the 4th payment. The estimated total expenditure is \$427,000/year: \$403,000 for device lease and \$24,000 for JAMF Management. This will be an item for individual action at the next Board meeting.
  - B. Teaching & Learning Update  
Mary Grace Hanson, Director of Teaching and Learning, provided an update on reading, Northfield Forward, standards and curriculum reviews, literacy, and Northfield ENACT.
  - C. Policy Committee Recommendations - First Reading  
The Policy Committee established a four year review cycle of all District policies: Year 1 (2018-19): 200 series, 800 series, 900 series; Year 2 (2019-20): 300 series, 400 series; Year 3 (2020-21): 100 series, 500 series; Year 4 (2021-22): 600 series, 700 series. This committee will also annually review student handbooks. Dr. Hillmann described the committee's approach to policy review and presented Policies 203, 206, 208, 209, 210, 210.1, 211, 212, 214, 406, 801, 802, 805, 806, 807, 808 for review. This will be an item for individual action at the next Board meeting.

D. Change Order Limits

Dr. Hillmann reviewed the recommended change order limits for the projects associated with the successful November 6, 2018 bond referendum. Change orders may be inevitable and, therefore, these guiding principles and procedures are recommended to provide authority to individuals, groups, and/or committees to keep projects advancing efficiently and expeditiously. This will be an item for individual action at the next Board meeting.

E. Gymnastics Lease Plan

Director of Finance Val Mertesdorf reviewed the two lease options under consideration to host the Northfield High School gymnastics team for the 2019-20 season. The first option is a 5-year lease for 22,694 square feet at 404 Schilling Drive, North Dundas at a cost of \$177,920/year with estimated build out costs of \$50,000 - \$75,000 to raise sprinkler heads to reach the 19' minimum MSHSL ceiling requirement. The second option is a 1-2 year lease with Farmington Gymnastics and Cheer at a cost of \$10,000 - \$12,000/year with additional bus/transportation costs of \$20,000 annually. This will be an item for individual action at the next Board meeting.

On a motion by Stratmoen, seconded by Iverson, the Board approved a ten minute recess at 8:50pm.  
Call back to order by Chair Pritchard at 9:00pm.

F. Gleason Property Purchase Agreements

Director of Finance Val Mertesdorf reviewed two draft purchase agreements between Independent School District #659 Northfield Public Schools and Gleason Real Estate Holdings, LLLP. The first purchase agreement is for 1.1 acres and 10,000 square foot building/property "The Shop" at 720 Gleason Road, Northfield at a cost of \$590,000. The District has been renting this property since 2001 and this site is used for storing the District's snow removal equipment, lawn equipment, paper, and locksmith needs. The second purchase agreement is for 3.49 acres at 720 Gleason Road, Northfield at a cost of \$180,000, and is the vacant parcel of land adjacent to "The Shop". This will be an item for individual action at the next Board meeting.

VI. Consent Agenda

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

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

B. Gift Agreements.

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

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

D. Financial Reports October 2018 - January 2019. Bills totaling \$2,092,660.61, payroll checks totaling \$3,259,548.62, and the financial reports for October 2018. Bills totaling \$1,505,113.90, payroll checks totaling \$3,225,061.29, a wire transfer totaling \$1,000,000.00 from MSDLA Liquid to Wells Fargo, and the financial reports for November 2018. Bills totaling \$1,848,261.52, payroll checks totaling \$3,183,680.98, and the financial reports for December 2018. Bills totaling \$2,872,375.45, payroll checks totaling \$3,079,995.54, bond

payments totaling \$12,992,821.88, a wire transfer totaling \$2,000,000.00 from MN Trust Oper to MSDLAF Liquid, a wire transfer totaling \$3,065.40 from MN Trust Bond Refunding to MN Trust Oper, a wire transfer totaling \$2,609,000.00 from MN Trust Bldg Bond to MN Trust Oper, and the financial reports for January 2019.

E. Personnel Items

a) Appointments

1. Brittany Braucher, Long Term Substitute Child Nutrition Associate I for 3.75 hours/day at the High School, beginning 3/13/2019- approx. 4/26/2019; CNA I -\$17.58/hr.
2. Stephanie Ennis, 1.0 FTE Long Term Substitute Grade 4 Teacher at Greenvale Park, beginning 05/19/2019-06/07/2019; MA, Step 2
3. Jaylen Heller, Targeted Services Summer PLUS Site Assistant for up to 8 hours/day at Greenvale Park, beginning 06/13/2019-08/01/2019; Step 1-\$12.88/hr.
4. Aarec Larsen, Assistant Boys Lacrosse Coach at the High School, beginning 04/03/2019; Level H, Step 1-50% Stipend
5. Makenzie Mathews, 1.0 FTE Long Term Substitute Early Childhood Special Education Teacher at Longfellow, beginning 04/10/2019-05/24/2019; BA, Step 1-pending obtaining licensure
6. Mike Noel, Event Workers-Varsity Softball Announcer as needed at softball games at the High School, beginning 4/6/2019; Event worker rate.
7. Anja Stromme, Targeted Services Summer PLUS Site Assistant for up to 8 hours/day at Greenvale Park, beginning 06/13/2019-08/01/2019; Step 1-\$12.88/hr.
8. Mark Westblade, Assistant Boys Golf Coach at the High School, beginning 03/18/2019; Level I, Step 1
9. Community Services Summer 2019 Brochure Instructors: See Attached.
10. Fall/Winter Spring Recreation Positions #2822, Effective March 12, 2019-May 31, 2019  
Jonathan Pownell, Lifeguard \$10.65/hour, Class Lead \$10.50/hour, Swim Aide, \$10.11/hour  
Hannah Ringlien, Lifeguard \$10/hour, Class Lead \$10.50/hour, Swim Aide, \$9.86/hour  
Ava O'Hara-Brantner Lifeguard \$10.46/hour, Class Lead \$10.50/hour, Swim Aide \$10.11/hour  
Tristan Belzer, Lifeguard \$10.46/hour, Class Lead \$10.50/hour, Swim Aide \$10.11/hour  
Bryce Malecha, Lifeguard \$10.21, Class Lead \$10.50/hour, Swim Aide \$9.86/hour  
Marcella Manivel, Lifeguard \$10.46/hour, Class Lead \$10.50/hour, Swim Aide \$10.11/hour  
Christian Heuchert, Lifeguard, \$10.61/hour, Class Lead \$10.50/hour, Swim Aide \$10.11/hr.
11. **Correction:** Jayne Overstreet, Rock N Roll Revival-Hair Dresser Coordinator at the High School, beginning 1/25/2019; \$1,000 Stipend
12. Edward French, Spring Recreation Position for 2.5 hours/day with Community Services, beginning 4/9/2019-5/31/2019; \$10.50/hr.
13. Aaren Larsen, Assistant Boys Lacrosse Coach at the High School, beginning 04/03/2019; Level H, Step 1-50% Stipend
14. Alison McCusker, Targeted Services Summer BLAST Teacher for up to 2.75 hours/day at the Middle School, beginning 06/13/2019-07/25/2019; Yr. 1-\$27.11/hr.
15. Grant Roney, Spring Recreation Position for 2 hours/day Mon.-Thurs. with Community Services, beginning 4/22/2019-05/31/2019; \$10.50/hr.
16. Recreation Positions #2822, Effective February 9 – May 31, 2019  
Marcel Diggs, Basketball Supervisor/\$10.50/hour
17. Fall/Winter Spring Recreation Positions #2822, Effective January 15, 2019-May 31, 2019  
Abby Borene, Tennis Supervisor, \$10.50/hour  
Mark Welinski, Tennis Coach, \$11.40/hour

b) Increase/Decrease/Change in Assignment

1. **Correction:** Marilyn Frey, Special Ed EA-PCA at the High School, add Special Ed EA-PCA Bus for approximately 90 minutes/day with the District, effective 02/28/2019-04/10/2019.
2. **Correction:** Richelle Kruger, Special Ed EA-PCA at the High School, add Special Ed EA-PCA Bus for approximately 1.5 hours/day with the District, effective 02/28/2019-04/10/2019.
3. Sheila Atkinson, Educational Assistant at Bridgewater, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
4. Stephanie Balma, Teacher at Longfellow, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 2-\$27.11/hr.
5. Kristin Basinger, Educational Assistant at the Middle School, add Summer PLUS Site Lead for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/12/2019-08/02/2019; Step 4-\$17.48/hr.
6. Rachael Basinger, Educational Assistant at the Middle School, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 2-\$13.22/hr.

7. Samantha Becker, Gen Ed EA-Media-Temporary at the Middle School, change to Gen Ed EA-Media continuing contract at the Middle School, effective 03/19/2019.
8. Robert L Benson, Educational Assistant at Sibley, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
9. Brittany Braucher, Long Term Substitute Child Nutrition Associate I at the High School, change to Child Nutrition Associate I for 3.75 hours/day at the High School, effective 04/03/2019; \$17.58/hr.
10. Elizabeth Brewer, Educational Assistant at the Middle School, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
11. Stephanie Ennis, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 3-\$27.11/hr.
12. Janet Gannon, Educational Assistant at the Middle School, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/12/2019-08/02/2019; Step 4-\$14.13/hr.
13. Robert Garcia, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 9-\$28.22/hr.
14. Michael Garlitz, Educational Assistant at Bridgewater, add Summer PLUS Teacher for up to 3 hours/day and Substitute as needed Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 1-\$27.11/hr.
15. Michael Garlitz, Educational Assistant at Bridgewater, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
16. Cece Green, Child Nutrition Manager II for 8 hours/day at the High School, change to Summer Child Nutrition Lead for up to 6 hours/day at Greenvale Park, effective 06/11/2019-08/19/2019. \$21.46/hr.
17. Jackie Groth, Educational Assistant at Bridgewater, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 3-\$13.56/hr.
18. Robbin Hedberg, Educational Assistant at the Middle School, add Summer PLUS Site Assistant for up to 6 hours/day and bus duties for up to 2 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 2-\$13.22/hr.
19. Mitzi Holden, CNA I at Greenvale Park, add Targeted Services Summer PLUS Site Assistant for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 3-\$13.56/hr.
20. Kristin Hummel, Teacher at Bridgewater, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
21. Nancy Ivers, Targeted Services PLUS Teacher, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
22. Kristin G Johnson, Behavior Coach at Greenvale Park, add Community School Evening Club Leader for 3 days for up to 3 hours/day at Greenvale Park, effective 03/26/2019-06/07/2019; \$21.01/hr.
23. Kristin G Johnson, Behavior Coach at Greenvale Park, add Summer PLUS Teacher for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 2-\$27.11/hr.
24. Joe Jorgensen, Teacher at the High School, add Rock and Roll Revival – Set builder at the High School, effective 1/3/2019; \$2,800-Stipend
25. Anna Kelly, Educational Assistant at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
26. Brent Kivell, Soccer Coach at the Middle School, add Rock N Roll Revival-Set Builder at the High School, effective 1/3/2019; \$1,400-Stipend
27. Carolyn Manderfeld, Educational Assistant at the Middle School, add Targeted Services Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 2-\$27.11/hr.
28. Jenelle Mullin, Child Nutrition Associate III for 7 hours/day at the High School, change to Summer Child Nutrition Associate for up to 5 hours/day at the Middle School, effective 06/11/2019-08/08/2019. \$17.58/hr.
29. Arlette Nelson, Educational Assistant at Bridgewater, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
30. Matti Prayfrock, Site Assistant at Greenvale Park, add Summer PLUS Site Assistant for up to 6 hours/day and bus duties for up to 2 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 3-\$13.56/hr.
31. Rachel Rolling, Teacher at the ALC, add Targeted Services Summer BLAST Teacher for up to 4.75 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-07/26/2019; Yr. 1-\$27.11/hr.
32. Deborah Russell, Teacher at Sibley, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 3-\$27.11/hr.
33. Ann Schmidt, Child Nutrition Associate II/Child Nutrition Associate III for 7.5 hours/day at the High School, change to Summer Child Nutrition Associate for up to 4 hours/day at Greenvale Park, effective 06/11/2019-08/08/2019; \$17.58/hr.

34. Robyn Spillman, Educational Assistant at Greenvale Park, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
35. Josh Spitzack, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 5-\$27.73/hr.
36. Gloria Sterud, Educational Assistant at the Middle School, add Summer PLUS Teacher for up to 3 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 1-\$27.11/hr.
37. Ella Stromme, PLUS Site Assistant at Greenvale Park, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 1-\$12.88/hr.
38. Karie Svien, Educational Assistant at the Middle School, add Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 1-\$12.88/hr.
39. Erik Swenson, Teacher at Bridgewater, add Assistant Boys Tennis Coach at the Middle School, effective 04/01/2019-05/30/2019. Level I, Step 1
40. Gina Swenson, Teacher at Sibley, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 6-\$27.73/hr.
41. Brigitte Tisdale, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 5-\$27.73/hr.
42. Diane Torbenson, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 6-\$27.73/hr.
43. Ellen Trotman, Teacher at Greenvale Park, add Summer PLUS Teacher for up to 2 hours/day and sub as a needed Mon.-Thurs. at Greenvale Park, effective 06/17/2019-08/01/2019; Yr. 4-\$27.73/hr.
44. Jessica VanZuilen, Special Ed EA-PCA for 6.75 hours/day at the High School, change to Special Ed EA-PCA for 6.5 hours/day at the High School, effective 03/18/2019-06/07/2019.
45. Matt Walsh, Site Leader at the Middle School, add Targeted Services Summer BLAST Site Leader for up to 5.5 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-08/02/2019; Step 1-\$15.90/hr.
46. Katrina Warner, PLUS Site Assistant/Sub EA, add Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Step 4-\$14.13/hr.
47. Katherine Woodstrup, Teacher at Bridgewater, add Summer PLUS Teacher for up to 5 hours/day Mon.-Thurs. at Greenvale Park, effective 06/13/2019-08/01/2019; Yr. 9-\$28.22/hr.
48. Brent Grossman, Targeted Services PLUS Teacher at Greenvale Park, add Targeted Services Summer BLAST Teacher for up to 5 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-07/25/2019; Yr 2-\$27.11/hr.
49. Alexa Ochocki, Targeted Services BLAST Site Assistant, add Targeted Services Summer BLAST Site Assistant for up to 5.5 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-07/25/2019; Step 2-\$13.22/hr.
50. Carolyn Manderfeld, Educational Assistant at the Middle School, add Community School Evening Club Leader for 1 hour/day at Greenvale Park, effective 04/9/2019-05/04/2019; \$21.01/hr.
51. Brynne Puppe, Targeted Services BLAST Site Assistant, add Targeted Services Summer BLAST Site Assistant for up to 5.5 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-08/01/2019; Step 2-\$13.22/hr.
52. Caitlin Robertson, Teacher at the Middle School, add Targeted Services Summer BLAST Teacher for up to 5.5 hours/day Mon.-Thurs. at the Middle School/Carleton, effective 06/13/2019-07/25/2019; Yr. 2-\$27.11/hr.

c) Leave of Absence

1. Update: Christa Danielson, Teacher at Bridgewater, Extend FMLA/Medical Leave of Absence for Childcare, effective on or about 03/25/2019-5/24/2019.
2. Update: Diane Frederick, Special Ed Teacher at the Middle School, Extend FMLA/Medical Leave of Absence, effective 01/29/2019-03/26/2019.
3. Update: Kelly Johnson, Teacher at Sibley, FMLA/Medical Leave of Absence for Childcare, effective on or about 3/28/2019-05/03/2019.
4. Dorothy Cohan, Administrative Assistant at the District Office, Family/Medical Leave of Absence for Childcare, effective on or about 08/19/2019 for 8 work weeks.
5. Rebecca Lorang, Teacher at the Middle School, FMLA/Medical Leave of Absence for Childcare, effective on or about 9/03/2019-01/03/2020.
6. Dee Tomczik, Educational Assistant at Bridgewater, FMLA/Medical Leave of Absence, effective 4/10/2019-4/30/2019.
7. Katie O'Connor, Early Childhood Special Ed Teacher at Longfellow, Extended Family/Medical Leave of Absence for Child Care, effective on or about 4/10/2019 -05/27/2019.

8. Shelley Stulken, Teacher at Sibley, FMLA/Medical Leave of Absence, effective 4/9/2019 continuing on an intermittent or reduced schedule for up to 60 work days.
- d) Retirements/Resignations/Terminations
  1. Elizabeth Bade, Health Services Coordinator with the District, retirement effective at the end of the 2018-2019 school year.
  2. John Bade, Art Teacher at the Middle School, retirement effective at the end of the 2018-2019 school year.
  3. Karin Bartlett, CNA I at Sibley, resignation effective 04/15/2019. Will continue as a substitute CNA with the District.
  4. Brent Bielenberg, Head Girls Hockey Coach at the High School, resignation effective 03/13/2019.
  5. Craig Croone, Teacher at the Middle School, retirement effective at the end of the 2018-2019 school year.
  6. Matthew Laudenschach, Teacher at the High School, resignation effective 06/14/2019.
  7. Cori Yamry, Volleyball Coach at the Middle School, resignation effective 3/19/2019.

## VII. Superintendent's Report

### A. Items for Individual Action

1. Resolution for Termination and Non-Renewal of Probationary Licensed Staff. On a motion by Hardy, seconded by Iverson, the Board adopted the Resolution related to the termination and non-renewal of the teaching contract of the following probationary licensed teachers effective at the close of the current 2018-2019 school year. Voting 'yes' was Hardy, Stratmoen, Quinell, Baraniak, Iverson, and Pritchard. No one voted 'no'. Motion carried.

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Enge, Jessica	1.0	Special Education
Ennis, Stephanie	1.0	Long-term Substitute Elementary
Fatze, Christopher	1.0	Special Education
Gross, Lydia	1.0	Early Childhood Special Education
Gustilo, Christopher	.60	Business Education
Haley, Paige	1.0	Kindergarten
Harner, Steven	1.0	Industrial Technology
Klein, Melanie	1.0	Special Education
Kurtz, Renae	1.0	Elementary Art
Lynch, Angela	1.0	Special Education
Peterson, Betsy	1.0	Grade 1
Pfaffinger, Justin	1.0	Math
Robertson, Caitlin	1.0	Grade 6
Rydberg, Terry	.60	Secondary Art
Solinger, Amanda	1.0	Long-term Substitute Kindergarten
Waters, Katherine	1.0	Early Childhood Special Education
Weber, Jessica	1.0	Special Education

## VIII. Items for Information

- A. Enrollment Report. Dr. Hillmann reviewed the Enrollment Report for April 2019.
- B. April is the Month of the Military Child. Dr. Hillmann reviewed the press release and the Minnesota proclamation from Governor Walz. We recognized and thanked children from military families for the sacrifices they make living the military lifestyle.
- C. SEE Day at the Capitol. Board Chair Pritchard reported on the Schools for Equity in Education Day at the Minnesota state capitol held on Tuesday, March 26, 2019. Board members met with Senator Draheim, Senator Little, and Representative Lippert, and sent a unified message that we need predictable, stable and equitable funding for all school districts with heavy focus on the general education funding formula and the special education cross-subsidy.
- D. Construction Update #5. Dr. Hillmann provided an update on the District's construction projects which included the Greenvale Park and Bridgewater core planning team and user group updates, and invitations being sent to the Sibley core planning team participants.

IX. Future Meetings

- A. Monday, April 22, 2019, 5:00 PM, Special Board Meeting Closed Session for Negotiation Strategy, NHS District Office Conference Room
- B. Monday, April 22, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- C. Monday, May 13, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center
- D. Tuesday, May 28, 2019, 7:00 PM, Regular Board Meeting, NHS Media Center

X. Adjournment

On a motion by Stratmoen, seconded by Iverson, the Board adjourned at 9:29 p.m.

Noel Stratmoen  
School Board Clerk

## NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

This agreement made this 9<sup>th</sup> day of April, 2019, by and  
between Greenvale Park PTO,  
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

*Donation of \$1944.60 for additional Computer  
materials.*

Greenvale Park Elementary PTO  
Donor

By: *Received in the Greenvale Park Office*

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

INDEPENDENT SCHOOL DISTRICT No. 659

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

Clerk



# **NORTHFIELD HIGH SCHOOL**

## **Raiders**

**1400 Division St. Northfield, MN 55057**

**507-663-0632**

To: Dr. Matt Hillmann, Superintendent of Schools  
Molly Visselman, Director of Human Resources  
Re: Hourly Lacrosse Coach  
Fr: Joel Olson, Activities Director

I am requesting the addition of one hourly paid lacrosse coach to be shared between the boys and girls programs. The boys' program has 45 participants in Grades 9-12 this year and the girls' program has 51 participants. Each program has two coaches. The additional hourly coach would be shared between the two programs. The coach would be contracted for 90 hours at a rate of either \$14 per hour for a coach without a teaching license or \$18 per hour for a coach with a teaching license. Including statutory benefits, the maximum expected additional cost would be \$1,869.

The rationale to add a coach will help in the following ways.

1. Extra supervision at practices. The physical nature of the sport lends to the need for more coaches watching kids to ensure they are safe in practicing drills and scrimmaging.
2. The levels of ability vary from beginner to very experienced. The student-athletes that need more training and skill development require a coach to spend more time teaching the game. This leaves only one coach to run a practice, working on both on offense and defense schemes. One coach is unable to run a functional practice and meet the needs of the team and individuals.
3. An additional coach allows more individual and team attention during drills and actual game speed scrimmaging.
4. In some schools, the competition fields are not close in proximity. Currently, the two coaches could be split in the coaching duties. If a student is injured, the coach would be expected to attend to the injured player, leaving no coach, to coach the team.

Adding an hourly coach would greatly alleviate some of the pressure currently absorbed by the current coaches. Thank you for your consideration.

*Joel Olson*

Joel Olson  
Activities Director  
jolson@northfieldschools.org

## **Northfield Public Schools | Technology Services Update Narrative | 4-22-19**

Kim Briske, Director of Technology Services will present a proposal to enter into a new iPad lease agreement. This is the same lease that was presented at the School Board meeting on April 8, 2019 as an item for information.

The lease details as presented remain the same and are detailed below. Also included in this update is a historical view of our iPad Protection Plan revenue, expenditures, and year over year balance.

Through the six years of having our 1:1 iPads in place for students, we have see annual revenue ranging from \$28,622 to \$51,128. Expenditures for the repair and/or replacement of student iPads during that time have ranged from \$6,993 to \$74,518. These costs have included repair of student iPads, replacement of student iPads damaged beyond repair, and payment to Apple for any iPad 2s in our first student lease that were not returned in "like new" condition. Our current iPad Protection Plan account balance is \$29,546. It is likely that we will have additional expenditures this year of approximately \$10,000, which would leave us at about \$20,000 in that fund. Those figures are estimates. For the 2019-20 school year, we will return to our original iPad Protection Plan rates of \$25 for students paying the full lunch price, \$20 for students receiving reduced lunch rates, and \$15 for students receiving free lunch. We will continue to offer scholarships for families as needed to ease financial burden. The iPad Protection Plan budget will continue to be monitored for future adjustments.

Feedback from Northfield High School students that was gathered between Monday, April 15, and Wednesday, April 17, 2019 will be provided in the Table File. General impressions from students viewing the new iPad and Logitech Crayon were positive. Many students visited to look at the iPad and ask questions, but fewer students completed the survey for further feedback on the iPad and additional needs for technology products.

As presented on April 8, 2019, the iPad lease details and recommendation to move forward with this lease follow.

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

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

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

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

Compounding Period: Annual

Nominal Annual Rate: 1.290%

**Cash Flow Data - Loans and Payments**

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

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

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

Last interest amount decreased by 0.01 due to rounding.

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

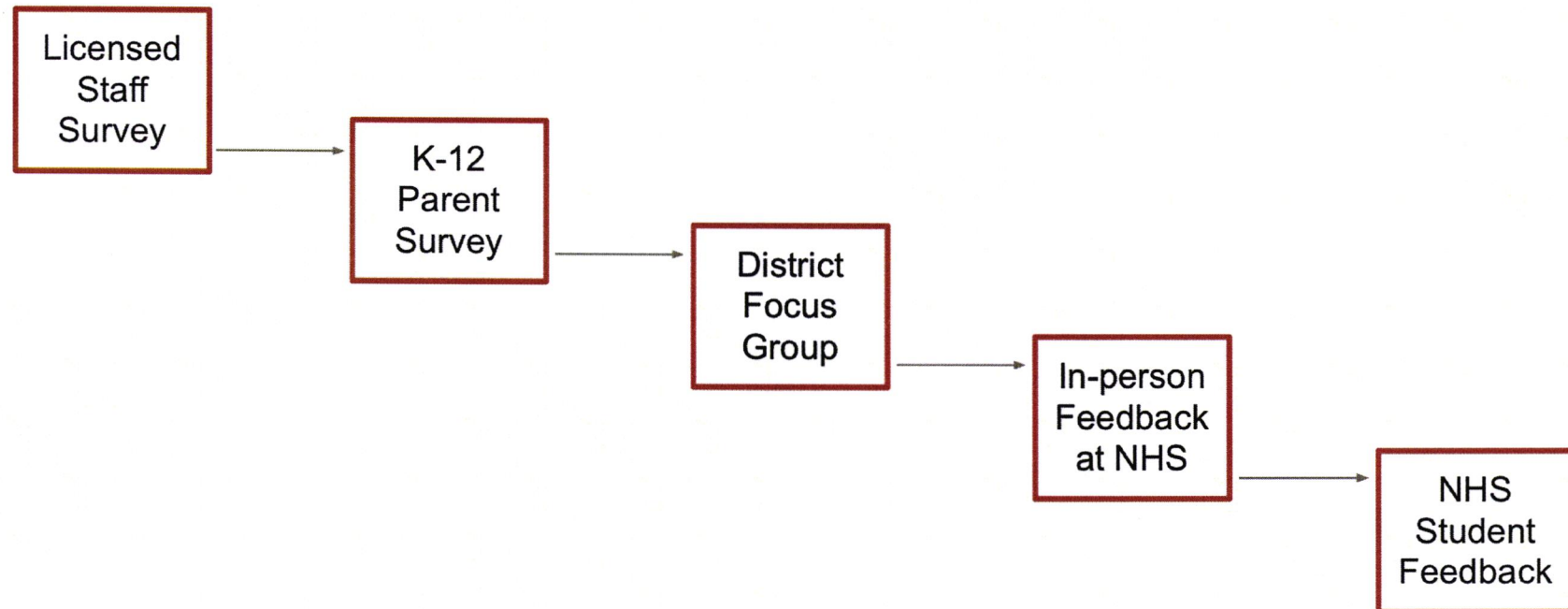
# Technology Services Update

Monday, April 22, 2019

## Supporting Our Mission

We deliver educational excellence  
that empowers all learners to engage  
in our dynamic world.

# Process of Evaluating



# New iPad Lease Recommendation

Recommendation is to enter into a 4-year lease

- 4,200 iPad 6th Generation w/ Logitech Crayon and STM Dux Case
- Option to renew early after 3 years
- District owns devices after 4th payment
- \$402,941/year



## Current Device Leases

	FY16	FY17	FY18	<b>FY19</b>	FY20
iPad 2s	\$329,800				
Phase 1 Rec'd July 2015	\$70,200	\$70,200	\$70,200	<b>\$70,200</b>	
Phase 2 Rec'd Jan. 2016	\$136,200	\$272,300	\$272,300	<b>\$272,300</b>	\$136,200
Phase 3 Rec'd July 2016		\$35,100	\$35,100	<b>\$35,100</b>	\$35,100

## Funding for Devices

- Current approval of \$422,000 (Device Lease and Jamf Management)
- Proposed increase of 1%
- Seeking total expenditures of \$427,000
  - \$403,000 Device Lease--From Capital Budget Allocations
  - \$24,000 Jamf Management--From General Fund (Same as Current Process)

## iPad Protection Plan

	FY14	FY15	FY16	FY17	FY18*	FY19**
Beginning Balance	\$0	\$43,980	\$61,362	\$76,369	\$46,766	\$25,046
Received	\$50,973	\$50,991	\$51,128	\$44,915	\$28,622	\$29,134
Expenditures	\$6,993	\$33,609	\$36,122	\$74,518	\$50,342	\$24,635
Ending Balance	\$43,980	\$61,362	\$76,369	\$46,766	\$25,046	\$29,546

\*FY18 is when the price of the iPad Protection Plan was reduced from \$25, \$20, and \$15 for full, reduced, and free lunch students respectively to \$20, \$15, and \$10. This is also when we began allowing students to keep iPads over the summer.

\*\*FY19 figures are as of April 15, 2019. The FY ends on June 30, 2019.

# Questions?

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

### **I. NAME**

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

### **II. LEGAL BASIS**

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

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

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

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

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

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

#### **IV. MEMBERSHIP**

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

#### **V. COMPENSATION**

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

#### **VI. OFFICERS**

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

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

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

## **VII. MEETINGS OF THE BOARD**

### **A. Open Meetings**

1. All meetings of the school board will be open to the public for attendance except as otherwise provided by law.
2. Meeting times, dates and locations or any changes thereof will be posted at the District Office, on the District website and given to the official newspaper of the District.

### **B. Types of Meetings**

#### **1. Organizational meeting**

- a. The first meeting in January will be devoted to business required for the proper organization of the school board.
- b. The agenda will include the following topics:
  1. Administration of the oath of office to new or reelected members.
  2. Election of officers.
  3. Compensation for school board members.
  4. Approval of a mileage reimbursement rate for use of private automobiles on District business.
  5. Designation of an official newspaper.
  6. Designation of official depositories for District funds.
  7. Designation of official depositories for District investments.
  8. Authorization of procedures for the investment of excess funds in accordance with Minnesota Statutes.
  9. Authorization of payments for goods and services in advance of school board approval.
  10. Authorization of use of facsimile signatures and surety bonds pursuant to Minnesota Statutes.
  11. Approval of school board membership in local, state and national organizations.
  12. Appointment of school board representatives to other groups and committees.
  13. Other items deemed appropriate by members for the proper organization of the school board.

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

#### **c. Adjournment**

The meeting will be adjourned following the organization of the

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

## 2. Regular Meetings

a. Regular meetings of the school board will be held at 7:00 p.m. on the second and fourth Mondays of each month in the High School Media Center. Meetings of the board shall be adjourned at or before 10:00 p.m. whenever possible. The school board may change the time, date, or location of regular meetings by majority action, ~~but~~ and must notify the official newspaper accordingly.

b. Order of business: Business topics at regular meetings will normally be treated in the following order:

1. Call to Order
2. Agenda Changes
3. Public Comment
4. Announcements and Recognitions
5. Items for Discussion and Reports
6. Committee Reports
7. Consent Agenda
8. Superintendent's Report (Items for Individual Action)
9. Items for information
10. Future meetings
11. Adjournment

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

## 3. Special Meetings

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

## 4. Emergency Meetings

- a. An emergency meeting may be called by the Chairperson, Clerk or any four members of the school board when, and only when, the

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

- b. All such meetings will, if possible, be held in the High School Media Center.
- c. No business may be transacted at an emergency meeting except as noted in the request for the meeting.

5. Adjourned Meetings

- a. An organizational, regular, special or emergency meeting may be adjourned and subsequently reconvened as an "adjourned meeting" by majority action on a motion setting forth the time, date and place of the reconvening.
- b. The business interrupted by adjournment will be the first in order after approval of the minutes of the "adjourned meeting."

C. Quorum

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

D. Agenda Preparation and Dissemination

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

E. Voting

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

F. Minutes

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

G. Parliamentary Authority

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

## **VIII. SCHOOL BOARD COMMITTEES AND REPRESENTATIVES**

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

## **IX. APPOINTMENT OF COMMITTEES**

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

## **IX. X. CITIZENS' PROCEDURES FOR SCHOOL BOARD ADVISORY COMMITTEES**

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

## **X. XI. AMENDMENTS TO BYLAWS**

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

## **XI. XII. APPLICATION OF LAWS**

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

Policy 203 Operation of the School Board - Bylaws

Adopted: December 13, 2004; Revised: May 13, 2013, Revised: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

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

M.S. 123.33, Subd. 6

M.S., Sec. 127.26, et. seq.

M.S. 123.76, et seq.

M.S. 13.01, et. seq.

M.S. 123.35, Subd. 4; M.S. 275.07

M.S. 121.908, Subd. 3a.

M.S. 124.05

M.S. 125.12

M.S. 127.26, et. seq.

M.S. 123.33, Subd. 1

M.S. 123.33, Subd. 2,3,4

M.S. 123.33, Subd. 8

M.S. 123.34, Subd. 1

M.S. 123.34, Subd. 2

M.S. 123.34, Subd. 8

M.S. 121.908

M.S. 124.19

M.S. 123.34, Subd. 3,4,5,7

M.S. 471.705

M.S. 118.005, 118.01, 124.05

M.S. 123.335 and 471.38

M.S. 47.41, M.S. 47.42

M.S. 123.33, Subd. 5

M.S. 123.38, Subd 11

M.S. 331A.01, Subd 10

**Cross References:**

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

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

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

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

#### **I. PURPOSE**

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

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

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

#### **III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" ~~includes:~~ is determined by Policy 406.

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

~~Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.~~

- C. Personnel data on current and former applicants for employment that is "public" ~~includes: is determined by Policy 406.~~

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

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

mail address or telephone number at which the appointee can be reached.

- G. "District resident" is someone who officially resides within the Northfield Public Schools boundaries. It also includes a student and/or parent who attend Northfield Public Schools through an open enrollment or non-resident agreement.

#### **IV. RIGHTS TO PRIVACY**

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

#### **V. THE PUBLIC'S OPPORTUNITY TO BE HEARD**

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

## VI. PROCEDURES

### A. Complaints

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

### B. Public Comment

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

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

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

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

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

### C. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school

board will not take action at the same meeting on an item raised for the first time by the public.

## **VII. PENALTIES FOR VIOLATION OF DATA PRIVACY**

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

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

Adopted: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.43 (Personnel Data)

Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)

Minn. Stat. § 13D.05 (Open Meeting Law)

Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)

Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)

Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)

Minn. Stat. § 122A.44 (Contracting with Teachers)

Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)

Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)

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

Minn. Op. Atty. Gen. 852 (July 14, 2006)

**Cross References:** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

MSBA/MASA Model Policy 207 (Public Hearings)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

## Policy 208 DEVELOPMENT, ADOPTION AND IMPLEMENTATION OF POLICIES

### I. GENERAL STATEMENT PURPOSE

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

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

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

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

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

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

### IV. EMERGENCY ACTION ADOPTION OF POLICY

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

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

## **V. IMPLEMENTATION OF POLICY**

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

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

Policy 208 Development, Adoption & Implementation of Policies

Adopted: January 24, 2005; Revised: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

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

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

## **Policy 209 CODE OF ETHICS**

### **I. PURPOSE**

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

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

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

#### **A. AS A MEMBER OF THE SCHOOL BOARD I WILL:**

1. Listen to the opinions and view of others (including but not limited to, other school board members, administration, staff, students, and district residents).
2. Recognize the integrity of my predecessors and associates and appreciate the merit of their work.
3. ~~Appreciate the merit of their work.~~ Attend school board meetings and come prepared for discussion of the agenda items.
4. Be primarily motivated ~~only~~ by a desire to ~~serve~~ provide the best possible education for the pupils students of my school district.
5. ~~Attempt to~~ Inform myself on about the proper duties and functions of a school board member.
6. ~~Recognize that it is my responsibility, together with other school board members, to see that the schools are properly run, not to run them myself.~~ Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
7. ~~Work through the administration employees of the school board—not over or around them.~~ Support the decision of the school board, even if my position concerning the issue was different.
8. ~~Recognize that school business may be legally transacted only in an open meeting of the school board.~~

#### **B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER I WILL:**

1. ~~Perform under~~ Focus on education policies ~~unless necessity requires otherwise~~ policy as much as possible.
2. ~~Function in meeting the legal responsibility that is mine as part of a policy-forming body—not as an administrative officer.~~ Remember my responsibility is to set policy—not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run—not to run them myself.

5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session - not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. ~~Recognize that to promise in advance of a meeting~~ Keep an open mind about how I will vote on any proposition is to close my mind and agree not to think through other points of view which may be presented to the meeting until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings ~~only~~ after all sides of debatable questions have been presented.
6. ~~Delegate details of school board action to administrative employees.~~
7. Insist that special committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. ~~Interpret the needs and attitudes of the community and do my best to translate them into the educational program of the school district.~~
4. ~~Consider it an important responsibility to interpret the educational program of the school as it relates to the needs of the community.~~
5. Insist that business transactions of the school district be on an ethical, and open, and above board basis.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

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

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

- information supporting the recommendation.
6. ~~Expect~~ Insist the superintendent ~~to~~ keep the school board adequately informed at all times ~~through both oral and written reports.~~
  7. ~~Spend adequate time in school board meetings on educational policies.~~
  - 8 ~~7.~~ ~~Give~~ Offer the superintendent counsel and advice.
  - 9 ~~8.~~ Recognize the status of the superintendent as ~~an~~ the chief executive officer and a non voting, ex officio member of the school board.
  - 10 ~~9.~~ Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
  - 11 ~~10.~~ Present any personal criticisms of employees to the superintendent.
  - 12 ~~11.~~ Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my ~~function~~ work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other federal and state agencies with jurisdiction over school districts.

Policy 209 Code of Ethics

Adopted: 2004; Revised: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

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

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

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

### **I. PURPOSE**

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

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

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

### **III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS**

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

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

- a. The school board must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
- b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
- c. Before a claim is paid, the interested school board member must file with the clerk of the school board an affidavit stating:
  - (1) The name of the school board member and the office held;
  - (2) An itemization of the goods or services furnished;
  - (3) The contract price;
  - (4) The reasonable value;
  - (5) The interest of the school board member in the contract; and
  - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.

5. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.

D. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different

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

#### **IV. LIMITATIONS ON RELATED EMPLOYEES**

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

#### **V. CONFLICTS PRIOR TO TAKING OFFICE**

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

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

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

Policy 210 Conflict of Interest School Board Members

Adopted: January 24, 2005; Revised: November 2015; Reviewed: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

**Legal References:** Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)  
Minn. Stat. § 123B.195 (Board Member's Right to Employment)

Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)  
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)  
Minn. Stat. § 471.89 (Contract, When Void)  
Op. Atty. Gen. 437-A-4, March 15, 1935  
Op. Atty. Gen. 90-C-5, July 30, 1940  
Op. Atty. Gen. 90-A, August 14, 1957

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

## **Policy 210.1 CHARTER SCHOOL BOARD MEMBERS AND AUTHORIZER CONFLICT OF INTEREST**

### **I. PURPOSE**

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

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

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

### **III. CONFLICTING BUSINESS RELATIONSHIPS**

- A. An individual is prohibited from serving as a member of the board of directors of a charter school if the individual, an immediate family member, or the individual's partner is a full or part owner or principal with a for-profit or nonprofit entity or independent contractor with whom the charter school contracts, directly or indirectly, for professional services, goods, or facilities. An individual is prohibited from serving as a board member if an immediate family member is an employee of the school. A violation of this prohibition renders a contract voidable at the option of the Commissioner of Education (Commissioner) or the charter school board of directors. A member of a charter school board of directors who violates this prohibition is individually liable to the charter school for any damage caused by the violation. An individual may serve as a member of the board of directors if no conflict of interest under this paragraph exists.
- B. No member of the board of directors, employee, officer, or agent of a charter school shall participate in selecting, awarding, or administering a contract if a conflict of interest exists. A conflict exists when: (1) the board member, employee, officer, or agent; (2) the immediate family of the board member, employee, officer, or agent; (3) the partner of the board member, employee, officer, or agent; or (4) an organization that employs, or is about to employ, any individual in clauses (1) to (3), has a financial or other interest in the entity with which the charter school is contracting. A violation of this provision renders the contract void. Before Northfield Public Schools would offer any other services to schools, such as training, the School Board will first obtain clarification to confirm that provision of such services is allowed to charter school authorizers.

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

#### **IV. RESPONSIBILITIES**

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

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

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

Policy 210.1 Charter School Board Members and Authorizer Conflict of Interest

Approved: October 10, 2016; Revised: DATE HERE

School Board  
INDEPENDENT SCHOOL DISTRICT 659  
Northfield, Minnesota

Legal References:

Minn. Stat. § 10A.071, Subd. 1 (Certain Gifts by Lobbyists and Principals Prohibited)

Minn. Stat. § 124E.07 (Board of Directors)

Minn. Stat. § 124E.14 (Charter Schools; Conflicts of Interest)

Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

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

**I.      PURPOSE**

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

**II.     GENERAL STATEMENT OF POLICY**

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

**III.    CIVIL ACTIONS**

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

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

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

D. Service of Subpoenas

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

E. Leave to Testify

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

#### IV. **CRIMINAL CHARGES OR CONDUCT**

A. Employees

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

B. Students

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

C. Criminal Investigations

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

D. Data Practices

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

**V. STATEMENTS WHEN LITIGATION IS PENDING**

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

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

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

School Board  
INDEPENDENT SCHOOL DISTRICT 659  
Northfield, Minnesota

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

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

## **Policy 212 SCHOOL BOARD MEMBER DEVELOPMENT**

### **I. PURPOSE**

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

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

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

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

School Board  
INDEPENDENT SCHOOL DISTRICT 659  
Northfield, Minnesota

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

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

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

### **I. PURPOSE**

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

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

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

### **III. APPROPRIATE TRAVEL**

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

### **IV. REIMBURSABLE EXPENSES**

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

### **V. REIMBURSEMENT**

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

### **VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES**

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

Policy 214 Out of State Travel By School Board Members

Adopted: December 12, 2005; Revised: July 2010; Reviewed: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

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

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

## **Policy 406     PUBLIC AND PRIVATE PERSONNEL DATA**

### **I.     PURPOSE**

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

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

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

### **III.   DEFINITIONS**

- A.    "Public" means that the data is available to anyone who requests it.
- B.    "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.
- C.    "Confidential" means the data is not available to the subject.
- D.    "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space and work telephone number.
- E.    "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board of commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- F.    "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- G.    "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a healthcare provider. "Protected health information" excludes health information in education records covered

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

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

#### IV. PUBLIC PERSONNEL DATA

- A. The following information on employees, including volunteers and independent contractors, is public:

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

- 20. ~~22.~~ work-related continuing education;
- 21. ~~23.~~ honors and awards received; and
- 22. ~~24.~~ payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data;

B. The following information on applicants for employment is public:

- 1. veteran status;
- 2. relevant test scores;
- 3. rank on eligible list;
- 4. job history;
- 5. education and training; and
- 6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.

D. Applicants for appointment to a public body:

- 1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:
  - a. name;
  - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
  - c. education and training;
  - d. employment history;
  - e. volunteer work;
  - f. awards and honors;
  - g. prior government service;
  - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and
  - i. veteran status.

- 2. Once an individual is appointed to a public body, the following additional items of data are public:
  - a. residential address;
  - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
  - c. first and last dates of service on the public body;
  - d. the existence and status of any complaints or charges against an appointee; and
  - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would

jeopardize an active investigation.

3. Notwithstanding paragraph 2, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
- F. Data relating to a complaint or charge against a public official is public only if:
- (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
  - (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

## **V. PRIVATE PERSONNEL DATA**

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

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

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

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

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

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

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

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

## **VI. MULTIPLE CLASSIFICATIONS**

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

## **VII. CHANGE IN CLASSIFICATIONS**

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

## **VIII. RESPONSIBLE AUTHORITY**

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

## **IX. EMPLOYEE AUTHORIZATION/RELEASE FORM**

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

Policy 406 Public and Private Personnel Data

Adopted: February 28, 2005; Revised: May 2013, December 2013, February 2015

Revised: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 649

Northfield, Minnesota

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.02 (Definitions)

Minn. Stat. § 13.37 (General Nonpublic Data)

Minn. Stat. § 13.39 (Civil Investigation Data)

Minn. Stat. § 13.43 (Personnel Data)

Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)

Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)

Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)

Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)

P.L. 104-191 (HIPPA)

45 C.F.R. Parts 160 and 164 (HIPPA Regulations)

**Cross References:** School Board Policy 515 (Protection and Privacy of Pupil Records)

MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records-Privacy-Access to Data)

## **Policy 801 EQUAL ACCESS TO SECONDARY SCHOOL FACILITIES BY STUDENTS**

### **I. PURPOSE**

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

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

~~The District shall implement the Equal Access Act by granting equal access to secondary school facilities for enrolled students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.~~

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

### **H. III. DEFINITIONS**

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

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

#### **III. IV. FAIR OPPORTUNITY CRITERIA**

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

#### **V. PROCEDURES PROTOCOLS (THIS SECTION USED TO BE SEPARATE BUT WAS MOVED INTO POLICY)**

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:
  - 1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
  - 2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
- B. Student groups meeting under this policy must comply with the following rules:

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

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

School Board  
INDEPENDENT SCHOOL DISTRICT 659

## Northfield, Minnesota

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

20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)

*Board of Educ. Of Westside Community Schools v. Mergens*, 496 U.S. 226, 1105 S. Ct. 2356 (1990)

*Good News Club v. Milford Central School*, 533 U.S. 98, 1215 S.Ct. 2093 (2001)

*Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1*, 690 F.3d 996 (8<sup>th</sup> Cir. 2012)

*Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist.* 728, 599 F.Supp. 2d 1136 (D. Min. 2009)

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

MSBA Service Manual, Chapter 13, School Law Bulletin "O" (Equal Access Act)

## **Policy 802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL**

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

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

### **II. DEFINITIONS**

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

### **III. MANNER OF DISPOSITION**

#### **A. Authorization**

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

#### **B. Priority for Disposition**

The manner of disposition shall be:

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

#### **C. Contracts Over ~~\$100,000~~ \$175,000**

- 1. If the estimated value of the equipment or materials exceeds ~~\$100,000~~ \$175,000, sealed bids shall be solicited by two weeks' published notice in the official

newspaper and via electronic media. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter.

2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law. Notwithstanding the foregoing, the School District shall have the right to reject all bids.
3. A record shall be kept of all bids for one year and shall include the names of bidders, amounts of bids, and an indication of the successful bid. All bids shall conform to the bidding practice of the School District.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

D. Contracts From \$25,000 to ~~\$100,000~~ \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed ~~\$100,000~~ \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the

requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

E. Contracts Less Than \$25,000

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

F. Electronic Sale of Surplus Supplies, Materials, and Equipment

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

G. Notice of Quotation

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

H. Sales to Employees

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

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

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

1. another school district;
2. the state department of corrections;
3. the board of trustees of Minnesota State Colleges and Universities; or
4. the family of a student residing in the district whose total family income meets the federal definition of poverty.

J. Transfer to Another Public Entity (Minn. Stat. § 471.85; Property Transfer; Public Corporations)

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

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

School Board  
INDEPENDENT SCHOOL DISTRICT 659  
Northfield, Minnesota

**Legal References:** Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise From Governmental Agencies; Exceptions; Penalty)  
Minn. Stat. § 123B.29 (Sale of School Building at Auction)  
Minn. Stat. § 123B.52 (Contracts)  
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)  
Minn. Stat. § 645.11 (Published Notice)  
Minn. Stat. § 13.591 (Business Data)  
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)

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

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

**I. GENERAL STATEMENT OF POLICY PURPOSE**

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

**II. DEFINITIONS**

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

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

### III. WASTE DISPOSAL

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

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

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

exterior of a vehicle) in or on:

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

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

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

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

**V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS**

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

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

## **VI. OTHER**

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

### **Policy 805 Waste Reduction and Recycling**

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

School Board

INDEPENDENT SCHOOL DISTRICT 659  
Northfield, Minnesota

**Legal References:** Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)  
Minn. Stat. § 115A.03 (Definitions)  
Minn. Stat. § 115A.15 (State Government Resource Recovery)  
Minn. Stat. § 115A.151 (State and Local Facilities)  
Minn. Stat. § 115A.46 (Requirements)  
Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)  
Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)  
Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)  
Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)  
Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)  
Minn. Stat. § 115A.931 (Yard Waste Prohibition)  
Minn. Stat. § 115A.932 (Mercury Prohibition)  
Minn. Stat. § 115A.951 (Telephone Directories)  
Minn. Stat. § 115A.9561 (Major Appliances)  
Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)  
Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)  
Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)  
Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)  
Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)  
Minn. Stat. § 458D.07 (Sewage Collection and Disposal)  
*National Solid Waste Management Ass'n v. Williams, et al.*, 966 F.Supp. 844 (D. Minn. 1997)

## **Policy 806 CRISIS MANAGEMENT**

### **I. PURPOSE**

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

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

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

Policy 806 Crisis Management

Adopted: November 24, 2008; Reviewed: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

**Legal References:** Minn. Stat. Ch. 12 (Emergency Management)  
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)  
Minn. Stat. § 121A.035 (Crisis Management Policy)  
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)  
Minn. Stat. § 299F.30 (Fire Drill in School)  
Minn. Stat. § 326B.02, Subd. 6 (Powers)  
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)  
Minn. Rules Ch. 7511 (Fire Safety)  
20 U.S.C. § 1681, et seq. (Title IX)  
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)  
20 U.S.C. § 7912 (Unsafe School Choice Option)  
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

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

MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)

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

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

<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>

## **Policy 807 HEALTH AND SAFETY POLICY**

### **I. PURPOSE**

#### **II.**

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

### **III. GENERAL STATEMENT OF POLICY**

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

### **IV. PROCEDURES**

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

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

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

## **V. PROGRAM AND PLANS**

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

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

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

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

potential hazards and safety concerns.

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

## **VI. BUDGET**

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

## **VII. COMMUNICATION**

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

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

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

## VI. ENFORCEMENT

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

Policy 807 Health and Safety

Adopted: May 29, 2012; Revised: July 8, 2013, June 2014, December 2014, June 2015;

Revised: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

*Legal References:* Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)  
Minn. Stat. § 123B.57 (Capital Expenditure; Health and Safety)  
Minn. Stat. § 182.676 (Safety Committees) Minn. Rules Part 5208.0010 (Applicability)  
Minn. Rules Part 5208.0070 (Alternative Forms of Committee)

*Cross References:* MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 806 (Crisis Management Policy)

## **Policy 808 KEY ACCESS CONTROL POLICY TO BUILDINGS AND SITES**

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

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

### **II. STAFF IDENTIFICATION BADGE CARDS**

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

### **III. STAFF BUILDING METAL KEYS**

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

Policy 808 Key Access Control to Buildings and Sites

Adopted: February 8, 2016; Reviewed: DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

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

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

## Procedures to Policy 808 - Key Access Control

### I. General Guidelines for Building Metal Keys

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

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

### A. Permanent School Employees

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

### B. Substitute Employees

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

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

## **II. General Guidelines for Building Identification Badge Keys**

### **A. Permanent School Employees**

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

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

■ **Finable offenses:**

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

**B. Substitute Employees**

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

**C. Volunteers/Visitors**

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

Adopted: February 8, 2016; Revised: DATE HERE

School Board  
INDEPENDENT SCHOOL DISTRICT 659  
Northfield, Minnesota

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

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

## Recommendation for Change Order Limits

Northfield Public Schools | Matt Hillmann, Ed.D. | April 8, 2019

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

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

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

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

# Change Order Approval Form

\* Required

## 1. Project \*

Mark only one oval.

- ☐ New Greenvale Park Elementary
- ☐ Bridgewater
- ☐ Sibley
- ☐ Early Childhood Center
- ☐ Longfellow

## 2. Date \*

Example: December 15, 2012

## 3. Description \*

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## 4. Amount of Change Order \*

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## 5. Approved By \*

Mark only one oval.

- ☐ Facilities Director, Finance Director & Superintendent
- ☐ Project Oversight Committee
- ☐ Board of Education

## 6. Date of Approval \*

Example: December 15, 2012

Powered by



**To:** Northfield Board of Education  
**From:** Val Mertesdorf, Director of Finance  
**Date:** April 22, 2019  
**RE:** Gymnastics Considerations

As you are aware we are in need of a long term solution for the Northfield High School gymnastics program. Over the past several weeks we have discussed in detail the two current options available to the District. Enclosed is a side by side comparison of how the two options compare to one another and our historical cost.

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

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

- Lease Terms: 2 years | \$177,920
- ~~Build Out: \$50,000 - 75,000 estimated~~
  - ~~Raise sprinkler heads for bars~~
  - ~~19' minimum for MSHSL~~

After the last board meeting, the District asked Mr. Brown if his company would consider a shorter-term lease. He indicated they would consider a two-year lease and the lease price would remain the same. Due to the potential renovation cost, I cannot recommend renovating for a two-year period. This would mean a practice facility in town, but the team would be unable to host home meets.

As a potential offset to this cost, we could run a recreation-focused gymnastics program. In Community Education, it is always our intention to supplement programming in the community and not duplicate it. We know there is an established gymnastics club in town, but we know that often their classes fill up and some families aren't able to participate because of schedules. I don't believe the Northfield Gymnastics Club currently has a boys team. Our goal would be to have more options for families. This option would require investment in additional supplies and equipment. My concern would be the two-year payback wouldn't be sufficient.

Option 2: Farmington Gymnastics Club

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

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

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

At this time, the Administration is recommending a one year lease with Farmington Gymnastics. We understand that neither option is ideal, but feel this gives us the most flexibility and is a better financial decision for our district and community.

# **Gymnastics Options Comparison | April 22, 2019**

Val Mertesdorf, Director of Finance

GYMNASTICS CONSIDERATIONS	2017-18	2018-19	2019-20 Projection Farmington	2019-20 Projection K-Mart
Salary/Benefits	\$15,739	\$15,193	\$16,000	\$16,000
Supplies/Transportation	\$8,271	\$10,421	\$28,500	\$8,500
Lease Cost	\$7,500	\$0	\$10,000	\$178,000 **
Equipment Storage Annual Cost	\$0	\$70,000	\$1,800	\$600
<b>Total Cost</b>	<b>\$31,510</b>	<b>\$95,614</b>	<b>\$54,500</b>	<b>\$202,500</b>
Cost per Athlete	\$1,751	\$4,781	\$2,868	\$10,658
Participants	18	20	19	19 *
Lease Levy Impact	\$7,500	\$0	\$10,000	\$178,000
Annual Tax Impact \$200,000 home	Not available	Not available	\$0.61	\$11.00
General Fund Impact	\$24,010	\$95,614	\$44,500	\$24,500
Square Feet	14,000	22,694	9,600	22,694
Cost per Square Foot	\$2	\$4	\$6	\$9
Lease Term	1 year	18-19 season only	19-20 season only	2 years
Host Home Meets	Yes	No	Yes	No
Option for expanded recreation programming	No	No	No	Yes
Travel time for students and coaches	N/A	N/A	75 hours	N/A

\*Would have the option of expanded recreation opportunities that could impact a much larger number of students.

\*\*Due to the short term nature of the lease we would not consider significant improvements to the existing facility.

## PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

4.  
follows:

**Representations and Warranties.** Seller hereby warrants and represents to Buyer as

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

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

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

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

**5. Covenants of Seller.** Seller hereby covenants to Buyer as follows:

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

ordinary course of the operation of the Improvements and/or the Property, as the same become due and owing; and

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

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

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

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

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

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

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

8. **Closing Date and Closing Documents.**

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

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

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

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

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

12. **Environmental.** In the event that Seller discloses actual or threatened contamination of the Property to Buyer or if Buyer's environmental testing discloses actual or threatened contamination,

then Buyer, at its election, may either terminate this Agreement during the Due Diligence Period and receive a full refund of all Earnest Money paid or proceed with the transaction contemplated hereby.

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

14. **Default.**

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

(b) Seller Default. IF SELLER FAILS TO CLOSE THE SALE OF THE PROPERTY FOR ANY REASON OTHER THAN BUYER'S DEFAULT, THEN BUYER MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AND HAVE THE EARNEST MONEY RETURNED, SEEK SPECIFIC PERFORMANCE OF THIS AGREEMENT OR PROCEED AGAINST SELLER FOR A MONEY JUDGMENT.

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

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

(b) Attorneys' Fees. In the event either Buyer or Seller commences any legal proceeding to enforce this Agreement or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs incurred in such proceeding. The provisions of this Section 15(b) shall survive the cure of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

(c) Entire Agreement. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged in this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth herein.

(d) Governing Law. This Agreement shall be construed and enforced in accordance with laws of the State of Minnesota.

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

IF TO SELLER:

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

IF TO BUYER:

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

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

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

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

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

By: Jan Ruffalo  
Its: General Partner

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

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

# RE/MAX

ADVANTAGE PLUS

## AMENDMENT TO COMMERCIAL PURCHASE AGREEMENT

This form approved by the Minnesota Association of REALTORS®,  
which disclaims any liability arising out of use or misuse of this form.  
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1. Date 04/16/2019

2. Page \_\_\_\_\_

3. The undersigned parties to a Purchase Agreement, dated \_\_\_\_\_, 20\_\_\_\_\_,  
4. pertaining to the purchase and sale of the Property at 720 Gleason Road  
5. Northfield MN 55057  
6. PID# 17.11.3.75.020

7. hereby mutually agree to amend said Purchase Agreement as follows:  
8. **Closing date to be 4.30.19**

9. **Seller agrees to pay buyer title insurance.**

10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.

19. All other terms and conditions of the Purchase Agreement to remain the same.

20. **SELLER**

21. *James P. Gleason*

22. By: Gleason Real Estate Holdings LLC

23. Its: General Partner  
(Title)

24. 4-17-2019  
(Date)

25. **SELLER**

26. \_\_\_\_\_

27. By: \_\_\_\_\_

28. Its: \_\_\_\_\_  
(Title)

29. \_\_\_\_\_  
(Date)

**BUYER**

\_\_\_\_\_

By: Independent School District No. 659 Northfield

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_

**BUYER**

\_\_\_\_\_

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

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_

(Date)

30. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
31. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

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

#### January 2019

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

#### February 2019

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

#### March 2019

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

#### April 2019

- Knutson Construction Meet and Greet took place on Tuesday, April 9, 4pm - 6pm in the upper cafeteria at NHS. Approximately 35 contractors were in attendance.
- Sibley core planning team meetings are scheduled April 25, May 2, May 7 and May 14 (if needed).
- Greenvale Park user groups continue to meet.