

INDEPENDENT SCHOOL DISTRICT 659
REGULAR SCHOOL BOARD MEETING
Monday, April 27, 2020 ~ 7:00 p.m.
Zoom Meeting

AGENDA

- I. Call to Order
- II. Agenda Approval/Table File
- III. Public Comment
- IV. Announcements and Recognitions
- V. Items for Discussion and Reports
 - A. COVID-19/Distance Learning Update/District Operations
 - B. Cannon Valley Special Education Cooperative Update
 - C. Stormwater Maintenance Agreement for Greenvale Park Elementary
 - D. Financial Update
 - E. Policy Committee Recommendations
- VI. Consent Agenda
 - A. Approval of Minutes
 - B. Gift Agreements
 - C. Personnel Items
- VII. Superintendent's Report
 - A. Items for Individual Action
 - 1. Resolution for Termination and Non-Renewal of Probationary Licensed Staff
- VIII. Items for Information
 - A. Construction Update
 - B. National Teacher Appreciation Week May 4-8, 2020 and Teacher Appreciation Day Tuesday, May 5, 2020.
- IX. Future Meetings
 - A. Monday, May 11, 2020, 7:00 p.m., Regular Board Meeting
 - B. Tuesday, May 26, 2020, 7:00 p.m., Regular Board Meeting
 - C. Monday, June 8, 2020, 7:00 p.m., Regular Board Meeting
- X. Adjournment

**NORTHFIELD PUBLIC SCHOOLS
MEMORANDUM**

Monday, April 27, 2020 ~ 7:00 p.m.
Zoom Meeting

TO: Members of the Board of Education

FROM: Matthew Hillmann, Ed.D., Superintendent

RE: Explanation of Agenda Items for Monday, April 27, 2020, Regular School Board Meeting

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

This is an opportunity for residents of the Northfield School District to address the Board. Due to the health pandemic and Governor Walz's executive order issued on Wednesday, March 25, 2020, and in accordance with Minnesota Statutes 13D.021, which permits boards to hold a meeting by telephone conference call or other electronic means, the April 27, 2020, school board meeting will be held by telephone conference call or other electronic means. Public comment for this school board meeting may be submitted by 5:00 p.m. on Monday, April 27, as follows: info@northfieldschools.org, and will be read by the Board Chair if submitted in compliance with the district's public comment guidelines listed below:

- Each individual will identify themselves and the group they represent, if any.
- State your reason for addressing the Board.
- Your presentation is limited to one three-minute presentation.
- This is not a time to debate an issue, but for the Board to hear your comments. The Minnesota Government Data Practices Act prohibits comment about specific student matters, even without naming the student, in open session. This includes the public comment portion of our meeting. The Board respects and values input on student matters, but when it relates to a specific student or to a specific student matter, such input must be heard by the appropriate personnel - such as the building principal or superintendent - and not during an open meeting of the School Board.

IV. Announcements and Recognitions

V. Items for Discussion and Reports

A. COVID-19/Distance Learning Update/District Operations

Dr. Hillmann will update the Board on the district's response to COVID-19, the distance learning plans, and general district operations.

B. Cannon Valley Special Education Cooperative (CVSEC) Update

Dr. Hillmann will provide the Board an update regarding CVSEC. The update includes the resignation of Executive Director Lynn Krominga, the beginning of a search for a new Executive Director, and an update on consolidating buildings for the cooperative with a new lease.

C. Stormwater Maintenance Agreement for Greenvale Park Elementary

Superintendent Hillmann will review the stormwater maintenance agreement for Greenvale Park Elementary School.

D. Financial Update

Director of Finance Val Mertesdorf will provide a financial update to the Board.

E. Policy Committee Recommendations

Dr. Hillmann will present the committee's recommendations on Policies 414, 419 and 421. This will be an item for individual action at the next Board meeting.

VI. Consent Agenda

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

A. Minutes

- Minutes of the Regular School Board meeting held on April 13, 2020

B. Gift Agreements

- \$1,000.00 from Multek Flexible Circuits to Northfield High School for Robotics.
- \$2,000.00 from Carol Henry Step Up Scholarship Fund of the Capital Group American Funds for Step Up Scholarship.
- 372ea Girl Scout cookie packages worth \$1,860.00 donated to Northfield Public Schools families from Girl Scout Troop #27353 to be included with meal distributions at Sibley, Greenvale Park, Northfield High School and on bus routes.

C. Personnel Items

a) Appointments

1. Rico Bohren, 1.0 FTE Assistant Principal at the High School, beginning 7/01/2020; \$120,610 base salary, step 1 (2020-21) \$120
2. Nancy Veverka, 1.0 FTE Assistant Principal at the High School, beginning 7/01/2020; \$120,610 base + Step 4 - \$6,500 = \$127,110 salary for 2020-21
3. William Kaul, Summer Seasonal Buildings and Grounds Worker for 8 hours/day Mon.-Thurs. with the District, beginning 5/1/2020 -approximately 10/15/2020; Step 5-\$15.50/hr.

b) Increase/Decrease/Change in Assignment

1. Lisa Battaglia, .60 ADSIS/.40 MTSS Interventionist at the High School, change to 1.0 FTE MTSS at the High School, effective 8/31/2020.
2. Andrew Bealles, KidVentures Site Assistant Substitute, change to KidVentures Site Assistant for up to 40 hours/week at Bridgewater, effective 4/6/2020-9/4/2020; Step 1-\$13.21/hr.
3. Mairin Born, 1.0 FTE Kindergarten Teacher at Sibley, change to 1.0 FTE Grade 1 Companeros Teacher at Sibley, effective 8/31/2020.
4. Kimbra Dimick, 1.0 FTE Fourth Grade Teacher at Greenvale Park, change to 1.0 FTE Grade Three Teacher at Greenvale Park, effective 8/31/2020.
5. Elizabeth Evanson, KidVentures Site Assistant Substitute, change to KidVentures Site Assistant for up to 40 hours/week at Bridgewater, effective 4/6/2020-9/4/2020; Step 1-\$13.21/hr.
6. Becky Gainey, 1.0 FTE Instructional Coach at Sibley, change to 1.0 FTE ADSIS Teacher at Sibley, effective 08/31/2020.
7. Paige Haley, 1.0 FTE Fourth Grade Teacher at Bridgewater, change to 1.0 FTE First Grade Teacher at Bridgewater, effective 8/31/2020.
8. Inger Hanson, 1.0 FTE Instructional Coach at Bridgewater, change to 1.0 FTE EL Teacher at the ALC, effective 08/31/2020.
9. Karna Hauck, Art Teacher at the High School and the ALC, Change to 1.0 FTE Art Teacher at the High School, effective 8/31/2020.
10. Ann Hehr, 1.0 FTE Media Specialist at Sibley, change to 1.0 FTE Kindergarten Teacher at Sibley, effective 08/31/2020.
11. Kelly Johnson, 1.0 FTE Third Grade Companeros Teacher at Sibley, change to 1.0 FTE Science Teacher at Greenvale Park, effective 08/31/2020.
12. Kris Johnson, 1.0 FTE Second Grade Teacher at Greenvale Park, change to 1.0 FTE First Grade Teacher at Greenvale Park, effective 08/31/2020.
13. Kristin G. Johnson, 1.0 FTE Behavior Coach-2019-20 only at Greenvale Park, change to 1.0 FTE Behavior Coach-2020-21 only at Greenvale Park, effective 08/31/2020.
14. Jenny Jones, 1.0 FTE EL Teacher at the Middle School, change to 1.0 FTE EL Teacher at Greenvale Park, effective 08/31/2020.
15. Karen Lane, 1.0 FTE Elementary Instructional Coach at Bridgewater, change to 1.0 FTE Fourth Grade Teacher at Bridgewater, effective 08/31/2020.
16. Betsy McLaughlin, 1 year LOA, change to 1.0 FTE Fourth Grade Teacher at Greenvale Park, effective 8/31/2020.
17. Amanda Miller, 1.0 FTE Media Specialist at Greenvale Park, change to 1.0 FTE FACS Teacher at the Middle School, effective 08/31/2020.
18. Sofie Nelson, KidVentures Site Assistant Substitute, change to KidVentures Site Assistant for up to 40 hours/week at Bridgewater, effective 4/6/2020-9/4/2020; Step 2-\$13.56/hr.

19. Jacob Odell, 1.0 FTE Special Ed Teacher-2019-20 only at the High School, change to 1.0 FTE Special Ed Teacher-2020-21 only at the High School, effective 8/31/2020-6/10/2021.
20. Allison Otte, 1.0 FTE Kindergarten Teacher at Sibley, voluntary reduction to .5 FTE beginning with 2020-2021 school year.
21. Allison Otte, 1.0 FTE Kindergarten Teacher at Sibley, change to .50 FTE Elementary Reading Coach Achievement/Integration at Sibley/Bridgewater/Greenvale Park, effective 08/31/2020.
22. Dustee Phenow, 1.0 FTE Media Specialist at Bridgewater, change to 1.0 FTE Science Specialist at Bridgewater, effective 7/1/2020.
23. Heather Ryden, 1.0 FTE Instructional Coach at Greenvale Park, change to 1.0 FTE Sixth Grade Teacher at the Middle School, effective 08/31/2020.
24. Anita Sasse, 1.0 FTE First Grade Companeros Teacher at Sibley, change to 1.0 FTE Third Grade Companeros Teacher at Sibley, effective 08/31/2020.
25. Mackenzie Schewe, KidVentures Site Assistant Substitute, change to KidVentures Site Assistant for up to 40 hours/week at Bridgewater, effective 4/6/2020-9/4/2020; Step 2-\$13.56/hr.
26. Amanda Sieger, 1.0 FTE ADSIS Teacher at Sibley, change to 1.0 FTE Kindergarten Teacher at Sibley, effective 08/31/2020.
27. Remy Soulak, KidVentures Site Assistant Substitute, change to KidVentures Site Assistant for up to 40 hours/week at Bridgewater, effective 4/6/2020-9/4/2020; Step 1-\$13.21/hr.
28. Diane Torbenson, 1.0 FTE Instructional Coach at Greenvale Park, change to 1.0 FTE ADSIS Teacher at Greenvale Park, effective 08/31/2020.
29. Ellen Trotman, 1.0 FTE EL Teacher at Greenvale Park, change to 1.0 FTE EL Teacher at the Middle School, effective 08/31/2020.
30. Tania Will, 1.0 FTE Instructional Coach at Sibley, change to 1.0 FTE Science Teacher at Sibley, effective 08/31/2020.

c) Leave of Absence

1. Ilana Forsgren, CNA I at Greenvale Park, leave under the FMLA Expansion Act, effective 4/01/2020 for up to 12 weeks.
2. Teresa Morris, Educational Assistant at Sibley, leave under the FMLA Expansion Act, effective 4/20/2020 for up to 12 weeks.
3. Sara Redetzke, Educational Assistant at the Middle School, leave under the FMLA Expansion Act, effective 4/12/2020 for up to 12 weeks.
4. Victoria Voegele, Educational Assistant at Sibley, leave under the FMLA Expansion Act, effective 4/01/2020 for up to 12 weeks.
5. Ruben Alvarez, Grade 5 Companeros Teacher at Greenvale Park, unpaid leave of absence for the 2020-2021 school year.

d) Retirements/Resignations/Terminations

1. Erin Fruci, Math Teacher at the Middle School, resignation effective at the end of the 2019-2020 school year.
2. Debra Herman, Teacher at Sibley, retirement effective at the end of the 2019-2020 school year.
3. Holly Olmscheid, Math Teacher at the High School, resignation effective at the end of the 2019-2020 school year.
4. Dan Taylor, Teacher at the High School, resignation effective at the end of the 2019-2020 school year.

e) Advancement of Probationary Licensed Staff

Advancement of Licensed Staff to Tenure Status for 2020-2021

Amy, Natalie; Bendett, Michelle; Benhart, Ashley; Borup, Melissa (.50 FTE ALC); Burton, Erik (.60 FTE HS); Bushey, Caitlin; Dayneko, Jacob; Docken, Whitney; Golla, Dylan; Howard, Christine; Jones, Jennifer; Kremin, Megan; Link, Jennifer; Malecha, Becky; Maney, Mary Katherine; Molloy, Shawna; Muniak, Ed; Otte, Molly; Sawyer, Jamin; Serie-Amunrud, Joy; Sherry, Lynsi; Sjoberg, Caroline; Stellner, Brynne; Veltri, Alicia; Waters, Katherine; Wilson, Theresa

Advancement of Licensed Staff to Third Year Probationary Status for 2020-2021

Bloom, Sarah; Gross, Lydia; Haley, Paige; Johnson, Kristin; Lynch, Angela; Medin, Kimberly; Rolling, Rachel; Thompson, Jon; Wilson, Kathleen

Advancement of Licensed Staff to Second Year Probationary Status for 2020-2021

Holland, Cara; Leaphart, Ada; Mathews, Makenzie; Musicant, Elizabeth; Sherman, Michael; Toure-Keita, Maimouna

f) Administration is Recommending the Approval of the Following:

Administration submits the following employment contracts/agreements for approval. These contracts/agreements cover the period of July 1, 2020 through June 30, 2022.

1. Confidential Employees
2. Grounds Coordinator, Maintenance Coordinator, Master Electrician, and Assistant Groundskeeper
3. Head Custodians

4. Technology Employees
5. Certified Occupational Therapy Assistants/Speech Language Assistant

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

VII. Superintendent's Report

A. Items for Individual Action

1. Resolution for Termination and Non-Renewal of Probationary Licensed Staff. The Board is requested to adopt the enclosed Resolution related to the termination and non-renewal of the teaching contract of the following probationary licensed teachers effective at the close of the current 2019-2020 school year.

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Bauman, Theresa	.50	Elementary Reading Coach
Dahnert, Jennifer	1.00	Special Education
Draeger, Lindsey	1.00	Middle School FACS
Fatze, Christopher	1.00	Special Education
Hoff, Mikayla	1.00	Elementary Education
Peterson, Betsy	1.00	ADSIS
Polzin, Ashly	1.00	Elementary Education
Russell, Deborah	1.00	Elementary Education
Rydberg, Terry	.65	Visual Art

Superintendent's Recommendation: Motion to adopt the Resolution related to the termination and non-renewal of the teaching contract of the probationary licensed teachers listed above effective at the close of the current 2019-2020 school year.

VIII. Items for Information

- A. Construction Update #25. Superintendent Hillmann will update the Board on the District's construction projects.
- B. National Teacher Appreciation Week May 4-8, 2020 and Teacher Appreciation Day Tuesday, May 5, 2020.

IX. Future Meetings

- A. Monday, May 11, 2020, 7:00 p.m., Regular Board Meeting
- B. Tuesday, May 26, 2020, 7:00 p.m., Regular Board Meeting
- C. Monday, June 8, 2020, 7:00 p.m., Regular Board Meeting

X. Adjournment

Executive Summary: The COVID-19 global health pandemic caused by a novel coronavirus has had a historic impact on our society and our schools have been dramatically changed by it. Governor Tim Walz closed schools completely from March 18-March 27 and directed schools to develop a distance learning plan to educate students remotely for up to eight weeks, with instruction beginning on March 30. As of this update, students are scheduled to return to school facilities for instruction on May 5. However, Governor Walz has indicated in multiple press conferences that returning to school this academic year is unlikely. In addition to providing education via distance learning, schools are required to provide free childcare for the children (Kindergarten through Age 12) of health care and emergency workers and to provide free meals to students. Northfield Public Schools has embraced these roles in supporting the State of Minnesota's efforts to mitigate the impact of COVID-19.

Northfield Public Schools conducted surveys of parents and teachers about their distance learning experiences during the week of April 20, 2020. There were 1,582 parent survey responses and 266 teacher survey responses. The survey was available in English and Spanish. There were 54 responses in Spanish. Those results are still being translated and are not yet included in the results listed in this update. Overall, the feedback indicates that the distance learning plans have had initial success while also pointing out several areas for improvement.

I have attended District Youth Council meetings to hear their input. The DYC and District collaboratively launched a student survey for middle and high school students on April 22, 2020. Educational assistants and other staff members are also being surveyed.

Distance Learning Guiding Principles: I want to remind you of our guiding principles during distance learning. These principles serve as our vision for success.

1. Relationships first. Let's model empathy for the wide diversity in our students' new reality.
2. Supportive stance. We will be relentless in our attention to engaging and connecting with our most vulnerable learners.
3. The whole child. We want to ensure a holistic approach to our distance learning.
4. Strengthen our instructional toolbox. Use what we have available and seek coaching. We have the tools to be successful.
5. Less is more. Avoid the temptation to try too much too soon.
6. Flexibility. Let's not pretend this is business as usual.
7. Monitor and adjust. We will continually review our practices and make improvements.
8. Give ourselves grace. We do not need to be perfect. This is a work in progress.

Our entire team has committed to these principles and are using them to guide decision-making. None of us have experienced distance learning in this way before. Using these principles to guide decision-making has been invaluable. From time-to-time, two or more of the principles may appear to conflict. In these times, our administrative team employs its best judgment and how each of the principles impacts the decision at hand.

Parent Survey Results: We asked parents to provide explicit ratings in four areas on a five-point Likert scale.

- 75% of respondents rated the quality of distance learning activities as “Excellent or Good”
- 77% of respondents rated the clarity of expectations as “Excellent or Good”
- 80% of respondents rated communication from their child’s teachers as “Excellent or Good”
- 91% of respondents rated communication from the District as “Excellent or Good”
- Less than 10% of respondents rated any of these four areas as “Below Average” or Poor

There is, of course, room for continuous improvement but there is a lot to celebrate in the parent data.

One key element of the survey was “How do you feel about the amount of time your child spent on schoolwork last week?” District-wide:

- 66% of respondents felt it was “about the right amount”
- 19% thought it wasn’t enough time
- 15% thought it was too much time

While we cannot please everyone, this data shows that we are getting the amount of time spent on school activities right for about two-thirds of our students. This item varies between elementary and secondary parents, with 70% of elementary parents feeling it is “about the right amount” and 20% feeling it is too much. At the secondary, 63% of respondents think it is “about the right amount,” and 27% indicating it wasn’t enough.

Teacher Survey Results: Teachers were asked to provide ratings in a variety of areas. These included how they have adjusted to distance learning, communication from the District and with parents/students, how they are feeling about distance learning, successes, and challenges. Teachers are working incredibly hard in this transition. Some highlights of the data:

- Ninety-four (94) percent of respondents indicated that they have adjusted or adjusted with some difficulty.
- When it comes to how you are feeling, the three most selected responses were “supported, competent, and confident.” However, those top three were followed by “Lonely, overwhelmed, and anxious.” It all makes sense. As we’ve said before, we are all beginners again. These are natural. We stand ready to help each other.
- The most heartwarming part of the survey for me was this: 92% responded Excellent or Good to “Assistance from my peers or other staff with questions I have had.” This response demonstrates the can-do spirit I asked you to adopt several weeks ago. Thank you!
- 87% of you rated the District’s communication as Excellent or Good. Of course, I am happy to hear that. We will keep aiming for high-quality communication.
- Transitioning from a job you typically conduct in-person to working from home is hard. Just less than half of the respondents indicated their ability to balance work and home responsibilities as Excellent or Good. Thirty-one (31) percent said it was average, and 20% said it was below average or poor. This dramatic change has been hard.

We will be sharing this data with focus groups of staff to unpack the information, gather further feedback, and make any adjustments to our distance learning plan as necessary.

(Top 3 inches reserved for recording data)

**DECLARATION OF COVENANTS AND AGREEMENT
FOR MAINTENANCE OF STORMWATER FACILITIES**

This Declaration and Agreement (the "Agreement") is made by and between Independent School District #659, a public corporation under the laws of the State of Minnesota (the "Owner" or "Responsible Party"), and the City of Northfield, a Minnesota municipal corporation (the "City"); (collectively the "parties").

RECITALS:

WHEREAS, the Owner is the fee owner of certain real property located in the City of Northfield, Rice County, Minnesota, legally described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the City Development Review Committee ("DRC") approved a site plan for improvements for a new Elementary School and associated improvements including roadway/driveway, sanitary sewer, storm sewer, water, storm water management facilities, sidewalk and trails, grading and erosion control facilities and other private improvements (the "project") upon the Property; and

WHEREAS, all construction and site improvements for the project must be in conformance with the approved site plan (the "Site Plan") and in conformance with City Code; and

WHEREAS, the Owner plans to install, operate, repair and maintain a storm water pond system and related appurtenances including a filtration area (the "Facilities") on a portion of the Property for future use and benefit of the project; and

WHEREAS, the Facilities on the Property were designed by Wold Architects and Engineers, in accordance with the requirements of City Code, Chapter 22, Division 2, Stormwater Management; and

WHEREAS, the Owner shall install, operate, repair and maintain the Facilities pursuant to City Code and in accordance with those approved plans and specifications, including but not limited to the following plans, attached hereto as Exhibits and incorporated herein by reference, hereinafter collectively referred to as the "specifications":

Exhibit B	Signage, Striping, and, Fencing Plan (C1.33, C1.34)
Exhibit C	Grading & Drainage Plan (C1.41, C1.42)
Exhibit D	Utility Plan (C1.51, C1.52)
Exhibit E	Erosion and Sediment Control Plan - SWPPP (C1.61, C1.62)
Exhibit F	Existing & Proposed Drainage Maps (C1.63)
Exhibit G	Landscape Plan (L1.11, L1.12)
Exhibit H	Site Details (C2.11, C2.12, C2.13, C2.14)
Exhibit I	Stormwater Maintenance Plan

; and

WHEREAS, in order to provide stormwater management and control, to meet the City's stormwater permitting requirements, and to promote the water quality and volume control to the City's stormwater system and water bodies, including but not limited to the Cannon River, the Owner and the City agree that it is reasonable for the City to require the Owner and all subsequent owners of the Property to inspect, operate, repair, maintain and replace, at the Owner's cost and expense, the Facilities on a regular basis to ensure that the Facilities function as intended in compliance with the specifications, applicable law, stormwater permitting requirements, and this Agreement; and

WHEREAS, pursuant to City Code, the Owner and the City desire to set forth, in this recordable instrument, their agreement to establish covenants and declarations upon the Property for the installation of and ongoing operation, repair, maintenance and replacement of the Facilities on the Property by the Owner and the Owner's successors and assigns at the Owner's and the Owner's successors' and assigns' cost and expense.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Installation, Construction and Maintenance.

- a. Construction and Installation Requirements. The Owner shall construct and install the Facilities in accordance with the Site Plan, the approved specifications and this Agreement, at the Owner's sole cost and expense.
- b. Maintenance Obligation. The Owner shall operate, maintain, repair and replace, as applicable, the Facilities in accordance with the Site Plan, the approved specifications, this Agreement, and applicable law and City Code, as amended, at the Owner's sole cost and expense.

- c. Snow and Leaves Removal and Prohibited Storage. The Owner shall sweep clean the private streets, driveways, parking area and walkways on the Property in April or May and October or November each year to remove from the Property all sand and salt deposited on the private streets, driveways, parking area and walkways. The Owner shall also remove all tree leaves from the Property after they fall to the ground in October or November each year.
- d. Personal Property or Debris Storage Prohibited. The Owner shall not deposit or store any personal property or debris, litter, or other objects within the Facilities or in any manner that will otherwise interfere with the proper operation and maintenance of the Facilities, and the Owner shall keep the Facilities free of any debris, leaves, litter, or other objects.
- e. Maintenance of Vegetation. As applicable, the Owner shall maintain and, when necessary, replace approved plants and vegetation set forth in the specifications. Notwithstanding normal plant maintenance, such as pruning, dividing or thinning vegetation, the Owner shall seek approval from the City before altering the plants used as part of or in relation to the Facilities. The Owner shall not use any chemicals within the Facilities unless first approved by the City and only when necessary for the protection of the Facilities or vegetation associated therewith. The Owner shall repair any erosion within or surrounding the Facilities. The Owner shall conduct monthly inspections of the Facilities during the growing season, at the Owner's sole cost and expense, to ensure the Facilities and associated vegetation are maintained in compliance with the specifications, this Agreement, and applicable law and City Code, as amended. If necessary, the Owner shall repair the Facilities if not in conformance with the standards set forth herein. Repairing landscape and vegetation to maintain a healthy plant community associated with the Facilities may include replacement of dead or diseased plants, vegetation or mulch and removal of noxious weeds, litter or other debris.
- f. Maintenance Costs. The Owner shall incur and pay all costs associated with operating, maintaining, repairing and replacing the Facilities on the Property.

2. Inspections.

- a. Annual Inspections. The Facilities shall be inspected annually by a Qualified Person selected by the Owner to determine whether or not the same are functioning in accordance with the specifications, this Agreement, and applicable law and City Code, as amended. As used in this Agreement, the term "Qualified Person" shall mean a professional engineer licensed by the State of Minnesota, or a person approved by the City Engineer based on training and experience. The Owner's responsibilities under this Section shall be at the Owner's sole cost and expense. If, as a result of the inspection, the Facilities or any portion thereof are determined not to be functioning in accordance with the specifications, this Agreement, and applicable law and City Code, as amended, the Owner shall restore/repair/replace,

as necessary and required by the City Engineer, the Facilities to function as specified herein. Upon request from the Owner, the City Engineer may establish an inspection schedule permitting such inspections to be performed less frequently than annually, but the City Engineer may reinstate the annual inspection schedule at any time by notice to the Owner in the City Engineer's sole judgment and discretion.

- b. City Notification of Inspection. The City shall be notified at least 48 hours prior to the annual inspections or any repair, maintenance or replacement of the Facilities and, at the sole cost of the City, a representative of the City may observe any inspection, repair, maintenance or replacement.
- c. City Right of Entry and Independent Inspection. Pursuant to City Code, Section 22-306, which is incorporated herein by reference as amended, the City shall have right of entry onto the Property to inspect the Facilities at any time, but the City shall use reasonable efforts to notify the Owner of its intent to enter the Property to inspect. The City shall have the right to enter the Property when the City has a reasonable basis to believe that a violation of the specifications, this Agreement, or applicable law and City Code, as amended, is occurring or has occurred and to enter upon the Property when necessary, in the City Engineer's sole judgment and discretion, for abatement of a public nuisance or correction and enforcement of a violation of City Code or this Agreement. The City shall not be subject to or liable for any claims of trespass by the Owner in exercising its rights under this Agreement.
- d. Inspection and Maintenance Report. The Owner shall submit a report to the City, no later than two (2) weeks after any annual inspection or maintenance of the Facilities, providing the following information:
 - i. Date and time of inspection;
 - ii. Log of findings;
 - iii. Date and time of maintenance; and
 - iv. Log of maintenance performed.

3. Remediation and Waiver of Rights.

- a. Remediation Plan. If the City Engineer determines that the Facilities do not conform to the Site Plan, the approved specifications, this Agreement, or applicable law and City Code, as amended, the City Engineer shall notify the Owner of the deficiency in writing. The Owner shall submit a proposed remediation plan and schedule to the City Engineer within thirty (30) days after receipt of such notice from the City. If the proposed remediation plan and schedule are not acceptable to the City Engineer, the City Engineer shall notify the Owner of the deficiency, and the Owner shall submit a revised plan to the City Engineer within fourteen (14) days after receipt of such notice. If the City Engineer approves the proposed

remediation plan and schedule, the Owner shall perform the remediation in compliance therewith at the Owner's sole cost and expense.

- b. Failure to Repair. If the Owner fails to submit a proposed remediation plan and schedule to the City Engineer as prescribed above, or fails to implement a City Engineer approved remediation plan to bring the Facilities into compliance with the specifications, this Agreement, or applicable law and City Code, as amended, then at the sole cost and expense of the Owner, the City shall have the right, but no obligation, to prepare a remediation plan for the Facilities, enter upon the Property and complete all work necessary to correct the Facilities so as to bring the Facilities into compliance.
 - c. Reimbursement to the City. The Owner shall reimburse the City within thirty (30) days after receipt of an invoice from the City for any and all costs incurred by the City in connection with preparing a remediation plan for the Facilities and all work completed by the City to bring the Facilities back into compliance.
 - d. Waiver of Rights and Certification. If the Owner does not timely reimburse the City, the City may recover its costs by levying a special assessment against the Property certifying the same to the Rice County Auditor for collection in the same manner as property taxes upon the Property. The Owner, on behalf of itself and its successors and assigns, hereby acknowledges the benefit of such inspection/maintenance/repair/replacement of the Facilities to the Property and hereby expressly waives any rights to hearings, notice of hearings, objections or appeal relating to the levying of any City assessments, the right to contest the City levied assessments under Minnesota Statutes § 429.081 or the certification of such levied assessments to the Rice County Auditor for collection with property taxes upon the Property.
 - e. Right of Entry. The City shall have the right to enter the Property to implement the terms of this Paragraph 3 and enforce City Code, including but not limited to Chapter 22. The City shall not be subject to or liable for any claims of trespass by the Owner. City Code, Section 22-308 is incorporated herein by reference, as amended.
4. Standards for Performance. Any act of construction, installation, operation, maintenance, repair or replacement to be performed under this Agreement shall be performed in a good and workmanlike manner pursuant to sound engineering practices and in compliance with all applicable governmental requirements, City Code, the Site Plan, the approved specifications, and applicable law and rules.
5. Amendment, Release or Termination. Notwithstanding anything herein to the contrary, no amendment, release or termination of any of the provisions of this Agreement shall be effective or may be filed of record unless the City consents to the amendment, release or termination. Such consent must be evidenced by a resolution duly approved by the City Council, or successor body. The Owner, on behalf of itself and its successors and assigns, expressly acknowledges and agrees that the City has no obligation whatsoever to approve

or act upon any proposed amendment, release or termination, and may withhold or delay consent for any reason or no reason whatsoever, or may condition consent upon such terms as the City deems desirable, it being the City's absolute right and prerogative to insist that the terms of this Agreement remain in effect and unaltered and to permit amendment, release or termination only at such times and under such circumstances, if any, as the City deems desirable in the exercise of its sole judgment and discretion. The Owner, on behalf of itself and its successors and assigns, further agrees and covenants, consistent with this acknowledgment, not to institute any legal proceedings against the City on the grounds that the City failed to respond appropriately to a proposed amendment, release or termination, and to indemnify the City against any expense, including litigation costs, which the City incurs as a result of any violation by that party of this covenant. The City may, at any time, give up the right to approval granted hereunder, said action to be evidenced by City Council resolution. Notwithstanding anything herein to the contrary, the Property shall not be deemed dedicated to the public or otherwise public land. The City shall have no obligation and no right, other than as provided in this Agreement or under the ordinances, statutes and other laws under which the City operates, to maintain or administer Property.

6. Duration. This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties, and any and all of their successors and assigns.
7. Authority. The Owner covenants with the City that they are the fee owners of the Property as described above and have good right to create the covenants contained herein.
8. Attorney's Fees. If any action at law or in equity shall be brought by the City on account of any breach of this Agreement by the Owner, the City shall be entitled to recover from the Owner reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
9. General Terms.
 - a. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
 - b. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
 - c. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- d. **NOTICES.** All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, and addressed to the other party to this Agreement, to the address set forth in this Agreement, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.
- e. **NOT PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and the Owner.
- f. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to the City is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- g. **COMPLIANCE WITH LAWS.** Owner shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the Facilities, improvements, personal property, programs and staff for which the Owner is responsible.
- h. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- i. **DATA PRACTICES.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- j. **NO WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- k. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- l. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- m. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and Owner arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- n. RECORDING. This Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This Agreement shall be recorded by the City at the expense of the Owner within 30 days of full execution hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this document on the latest date affixed to the signatures hereto.

INDEPENDENT SCHOOL DISTRICT #659

By: _____
Julie Pritchard, Its Chairperson

Date: _____

By: _____
Noel Stratmoen, Its Clerk

Date: _____

COUNTY OF _____)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2020, by Julie Pritchard and Noel Stratmoen, respectively the Chairperson and Clerk, on behalf of Independent School District #659, a public corporation under the laws of the State of Minnesota.

Notary Public

CITY OF NORTHFIELD

By: _____
Rhonda Pownell, Its Mayor

Date: _____

By: _____
Deb Little, Its City Clerk

Date: _____

COUNTY OF RICE)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2020, by Rhonda Pownell and Deb Little, respectively the Mayor and City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

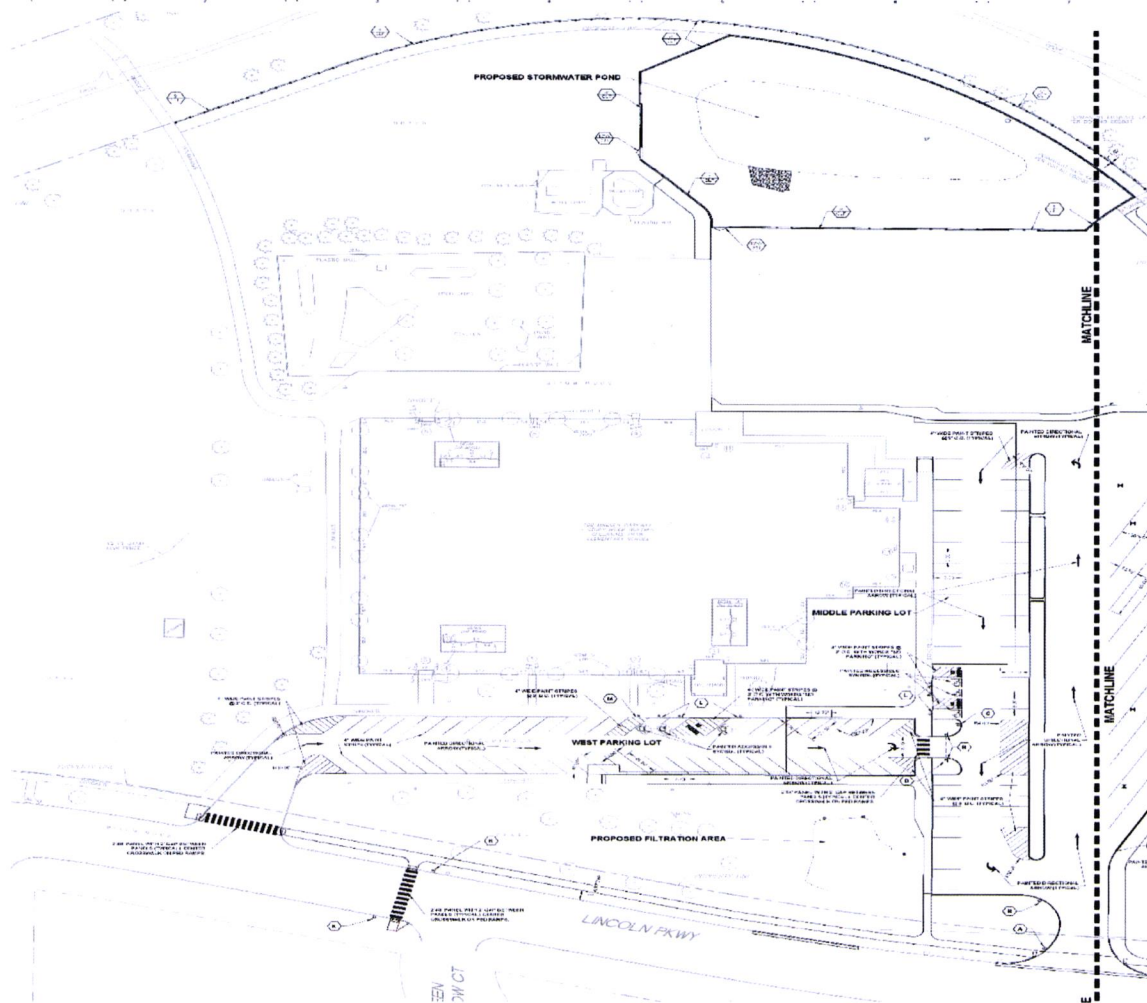
FLAHERTY & HOOD, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103-2122
651-225-8840

EXHIBIT A

Legal Description of Property

Lot 1 Block 3 of GREENVALE SCHOOL PLAT, according to the recorded plat thereof, Rice County, Minnesota.

EXHIBIT B **Signage, Striping, and Fencing Plan (C1.33 & C1.34)**



- NOTES:**
1. REFER TO SHEET C1.34 GRADING AND DRAINAGE PLAN WEST FOR GENERAL NOTES.
 2. CHECK ALL PLANS AND DETAILS, DIMENSIONS AND VERIFY GATES BEFORE FIELD LAYOUT.
 3. SIGNAGE SHALL GENERALLY BE INSTALLED 18" BEHIND THE BACK OF CURB.

- LEGEND**
- REFER TO KEY TO SITE DETAILS FOR 12" SIGNAGE (TOP)
 - PROPOSED RETAINING WALL
 - PROPOSED CHAIN LINK FENCING
 - PROPOSED CHAIN LINK FENCING WITH MAINTENANCE STRIP
 - FENCING KEY NOTE
 - PROPOSED TRAFFIC CONTROL SIGN
 - TRAFFIC KEY NOTE
 - PROPOSED BOLLARD - REFER TO ARCHITECTURAL PLANS
 - PAINTED ACCESSIBLE DRIVEWAY
 - PROPOSED MANHOLE (MM)
 - PROPOSED CATCH BASIN (CB)
 - PROPOSED PLANTED 1" NO. 10 ELECTRON SIGN
 - PROPOSED FLOWLINE DETAIL
 - PROPOSED GATE VALVE (GV)
 - PROPOSED PORT INDICATOR VALVE (PIV)
 - PROPOSED PLANTING - REFER TO ARCHITECTURAL PLANS
 - PROPOSED BOLLARD STRIP - REFER TO ARCHITECTURAL PLANS
 - PROPOSED LIGHT POLE - REFER TO ELECTRICAL PLANS
 - PROPERTY LINE

- FENCING KEY NOTES**
- 1. 8" HIGH BLACK VINYL COATED CHAIN LINK FENCE WITH TOP AND BOTTOM RAIL
 - 2. 12" WIDE, 6" HIGH DRILLABLE SIGNING GATE WITH LOCKING DEVICE

SIGNAGE KEY NOTES

- 1. STOP SIGN (R-1-1) (24" X 30")
- 2. AHEAD STOP SIGN (R-1-2) (24" X 30")
- 3. AHEAD STOP SIGN (R-1-3) (24" X 30")
- 4. AHEAD STOP SIGN (R-1-4) (24" X 30")
- 5. AHEAD STOP SIGN (R-1-5) (24" X 30")
- 6. AHEAD STOP SIGN (R-1-6) (24" X 30")
- 7. AHEAD STOP SIGN (R-1-7) (24" X 30")
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- 98. AHEAD STOP SIGN (R-1-98) (24" X 30")
- 99. AHEAD STOP SIGN (R-1-99) (24" X 30")
- 100. AHEAD STOP SIGN (R-1-100) (24" X 30")

**NEW GREENVALE
PARK
ELEMENTARY
SCHOOL**
500 Lincoln Parkway
Northbrook, MN 55057

**INDEPENDENT SCHOOL
DISTRICT #559**
1400 Shuman Street South
Northbrook, MN 55057



**WOLD ARCHITECTS
AND ENGINEERS**
1410 Shuman Street South
Northbrook, MN 55057
(763) 437-7777

Knutson Construction

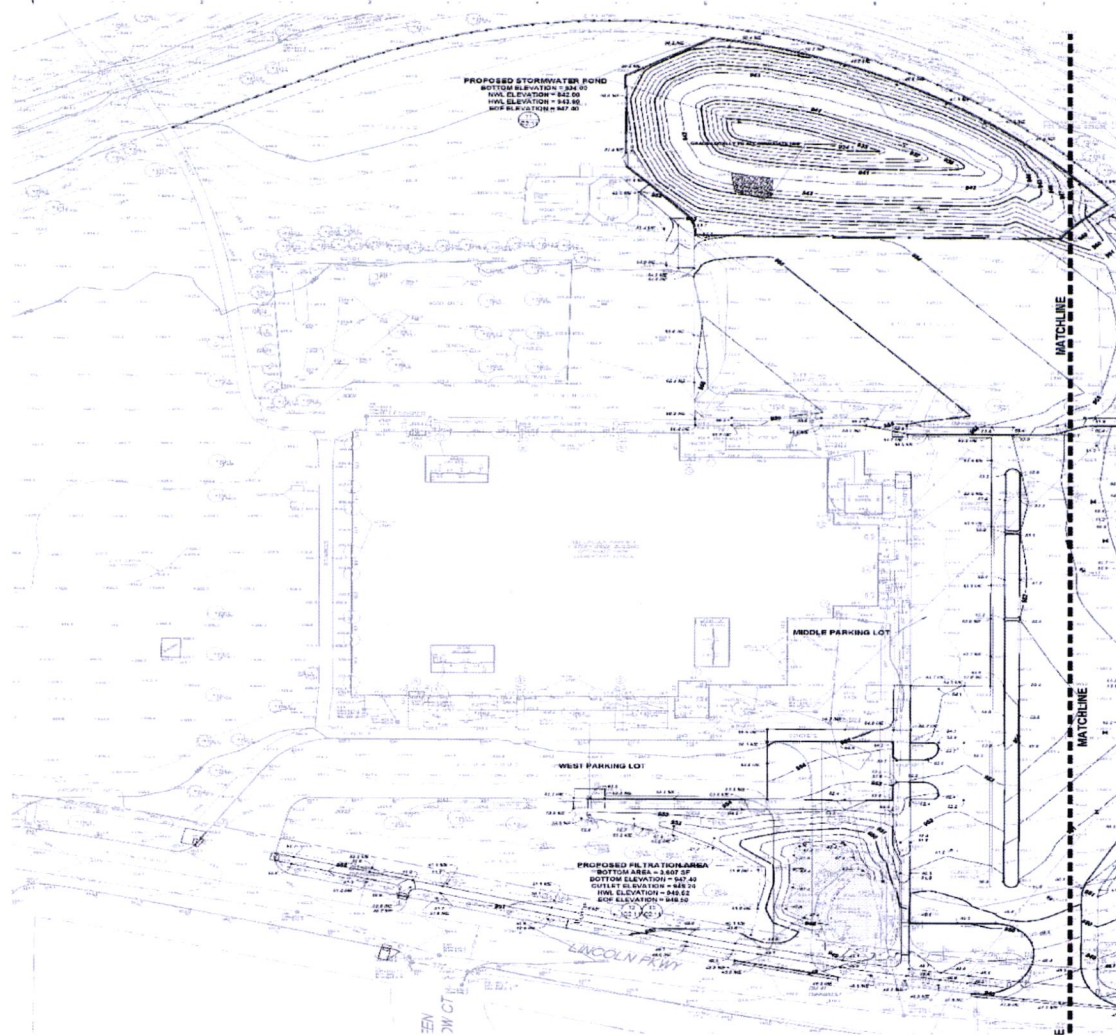
Professional Engineer
State of Minnesota
No. 0000000000
Name: [Signature]
Date: 08/14/2014
Project: [Signature]
Scale: 1" = 100'

**SIGNAGE,
STRIPING, AND
FENCING PLAN WEST**

C1.33

EXHIBIT C

Grading and Drainage Plan (C1.41 & C1.42)



GENERAL NOTES

- [illegible]

LEGEND

- | | |
|--|--|
| | MEASURING KEY TO INNER METAL
DETAIL TO BOTTOM OF TOP
DETAIL, SHEET NUMBER 1 OF 2 |
| | EXISTING CONTOUR |
| | EXISTING SPOT ELEVATION |
| | PROPOSED CENTERLINE |
| | PROPOSED SPOT ELEVATION |
| | PROPOSED FINISHED GROUND
ELEVATION - FINISHED |
| | PROPOSED GRADING LIMITS |
| | PROPOSED SOIL REMOVAL AT ROAD OR EXISTING STRUCTURE |
| | PROPOSED FILTRATION SOIL MASS |
| | APPROXIMATE SOIL BORING LOCATION |
| | PROPOSED MANHOLE OPENING |
| | PROPOSED CATCH BASIN COVER |
| | PROPOSED FLAG POLE LOCATION |
| | PROPOSED OVERHEAD VALVE |
| | PROPOSED FLAG VALVE |
| | PROPOSED SPOT ELEVATION VALVE |
| | PROPOSED DRILLING SPOT - REFER TO ARCHITECTURAL PLAN |

BENCHMARKS (FIELD VERIFY BEFORE USING)

- BENCHMARKS (FIELD VERIFY BEFORE USING)**
1. Top of knave of the upblast on the north side of Lincoln Parkway, 1st year, at the west drive entrance to school.
(Location = 968.37 feet (NAVD 83 DATUM))
 2. Top of knave of the upblast on the north side of Lincoln Parkway, 1st year, at the west drive entrance to school.
(Location = 968.25 feet (NAVD 83 DATUM))
 3. Top of top rail of the upblast 70 feet +/- northeast of the northeast corner of school.
(Location = 968.92 feet (NAVD 83 DATUM))

**NEW GREENVALE
PARK
ELEMENTARY
SCHOOL**
500 Lincoln Parkway
Northfield, MN 55057

**INDEPENDENT SCHOOL
DISTRICT #659**
1400 Division Street South
Northfield, MN 55057

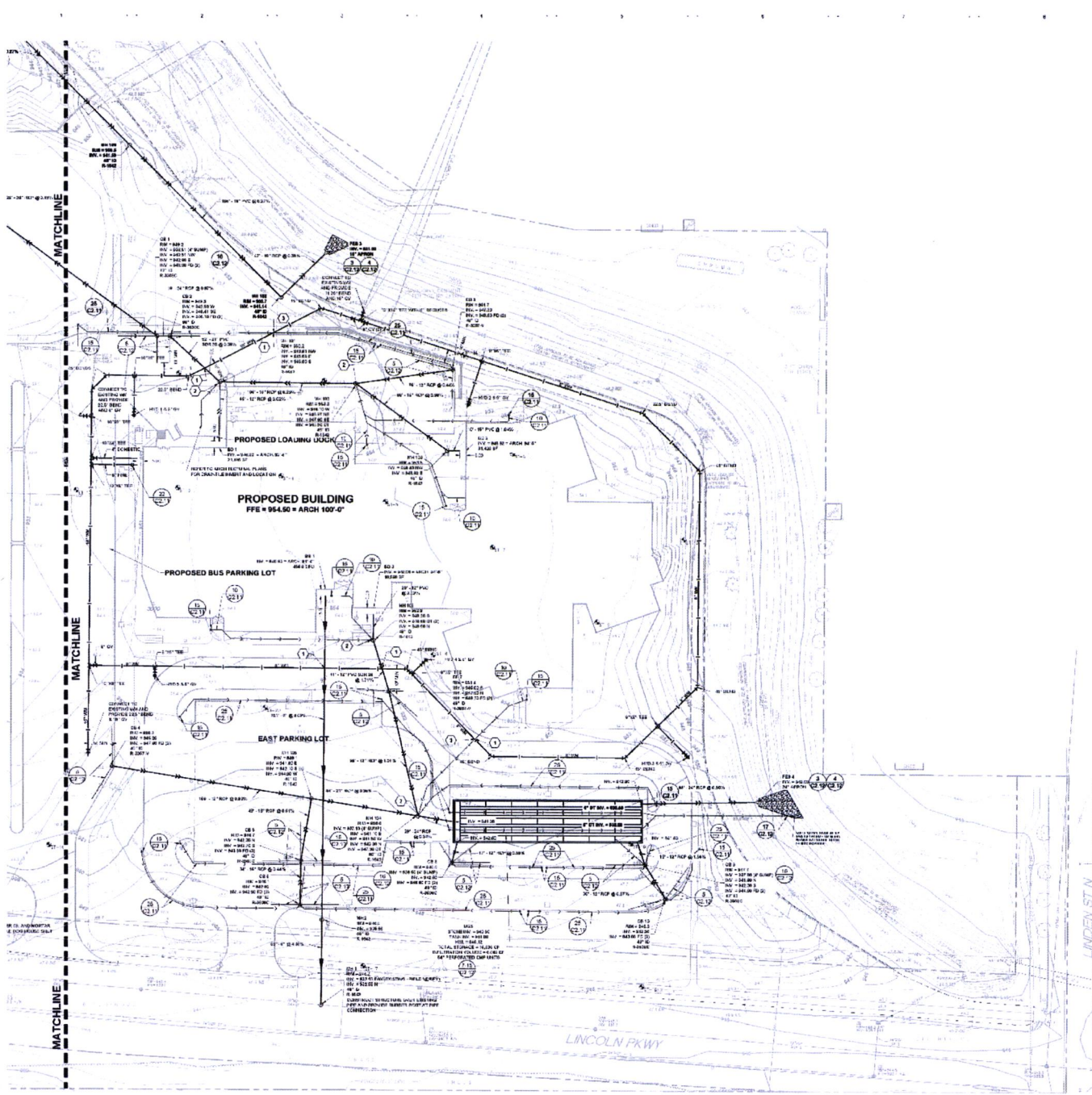


**WOLD ARCHITECTS
AND ENGINEERS**
1113 K. J. Janssen, Inc., Suite 2000



**GRADING AND
DRAINAGE PLAN
WEST**

C1.41



NOTES

1. REFER TO SHEET C-1.1, GRADING AND DRAINAGE PLAN WEST, FOR GENERAL NOTES.
2. REFER TO SHEET C-1.1, UTILITY PLAN WEST, FOR NOTES.

LEGEND

- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED WATERMAIN
- PROPOSED SANITARY / RINGER DRAIN
- PROPOSED MANHOLE (H)
- PROPOSED CATCH BASIN (CB)
- PROPOSED FLARED END SECTION (FES)
- PROPOSED UNDERGROUND STORAGE TANK (UST)
- PROPOSED HYDRANT (HYD)
- PROPOSED GATE VALVE (GV)
- PROPOSED PORT INDICATOR VALVE (PIV)
- PROVIDE MINIMUM 18" VERTICAL SEPARATION AT CROSSING - PROVIDE VERTICAL BRIDGE IN WATERMAIN AS REQUIRED TO ACCOMPLISH. (CL) IN 6" DIA. LENGTH WATERMAIN PIPE ON CROSSING.
- CONNECT DRAIN TIE FROM BUILDING AREA TO CATCH BASIN AND PROVIDE BACKFLOW VALVE.
- SHAKEWELL SHALL BE SOLID PVC AT WATERMAIN CROSSING (WITHIN 10' EACH DIRECTION).
- PROPOSED BUILDING STOOD - REFER TO ARCHITECTURAL PLANS.
- PROPERTY LINE

NEW GREENVALE PARK ELEMENTARY SCHOOL
500 Lincoln Parkway
Northfield, MN 55057

INDEPENDENT SCHOOL DISTRICT #659
1400 Division Street South
Northfield, MN 55057



WOLD ARCHITECTS AND ENGINEERS
333 Minnesota Street, Suite 200A
Northfield, MN 55057
Phone: 952.337.7773

REGISTERED PROFESSIONAL ENGINEER
DAVID A. REY
DAVID A. REY
DAVID A. REY
DAVID A. REY

Knutson Construction

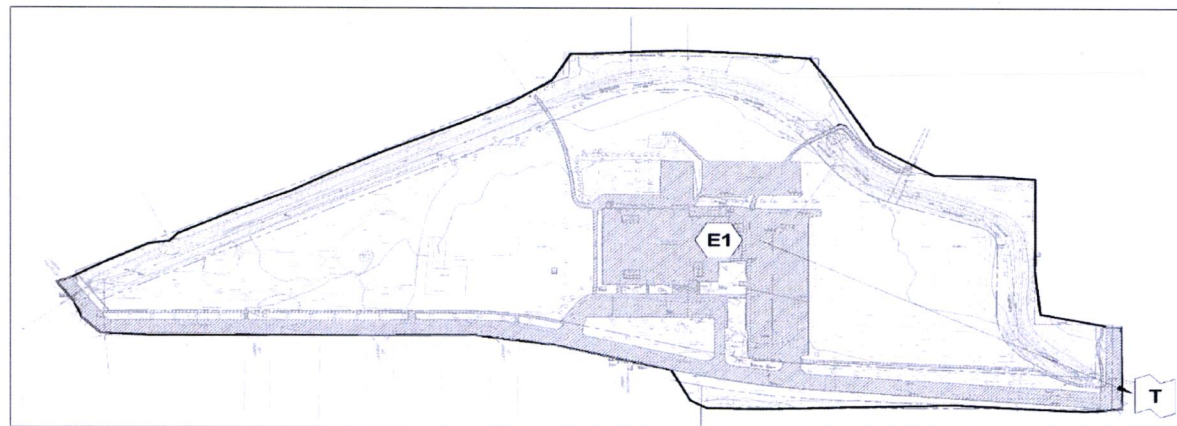
REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	7/26/10	ADD SHEET 1	AS
2	7/26/10	ADD SHEET 2	AS
3	7/26/10	ADD SHEET 3	AS
4			
5			

Scale: 1" = 10'

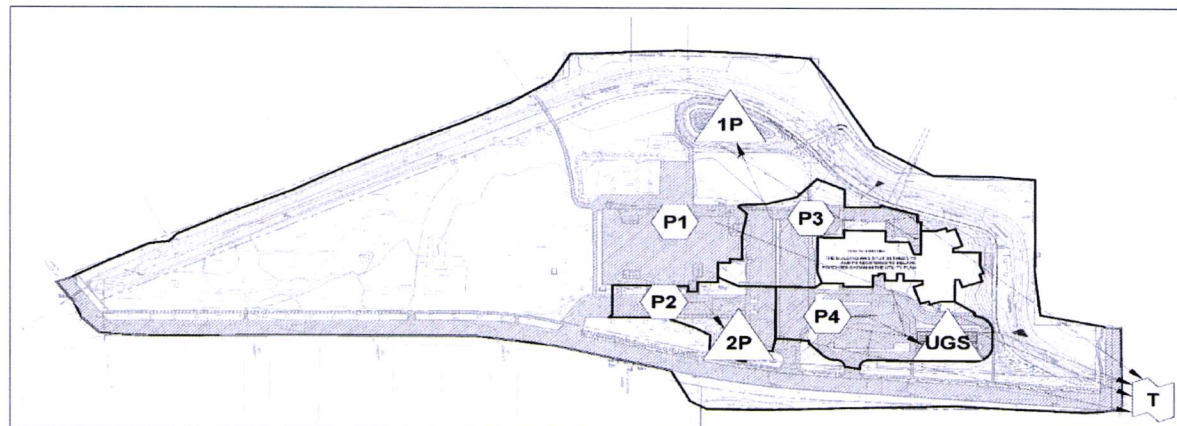
UTILITY PLAN EAST

EXHIBIT F

Existing and Proposed Drainage Maps (C1.63)



1
EXISTING DRAINAGE MAP



2
PROPOSED DRAINAGE MAP

NEW GREENVALE
PARK
ELEMENTARY
SCHOOL
800 Lincoln Parkway
Northfield, MN 55057

INDEPENDENT SCHOOL
DISTRICT #659
1400 Division Street South
Northfield, MN 55057



WOLD ARCHITECTS
AND ENGINEERS
111 Third Street, Suite 200
Northfield, MN 55057

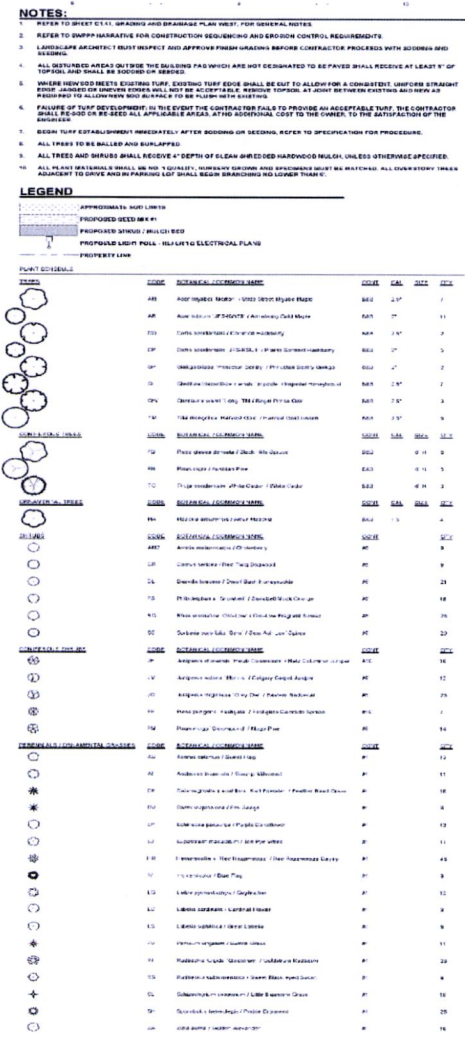
KNUTSON CONSTRUCTION
111 Third Street, Suite 200
Northfield, MN 55057

PROJECT NO.	DATE
PROJECT NAME	DATE
PROJECT LOCATION	DATE
PROJECT DESCRIPTION	DATE
PROJECT STATUS	DATE
PROJECT CONTACT	DATE

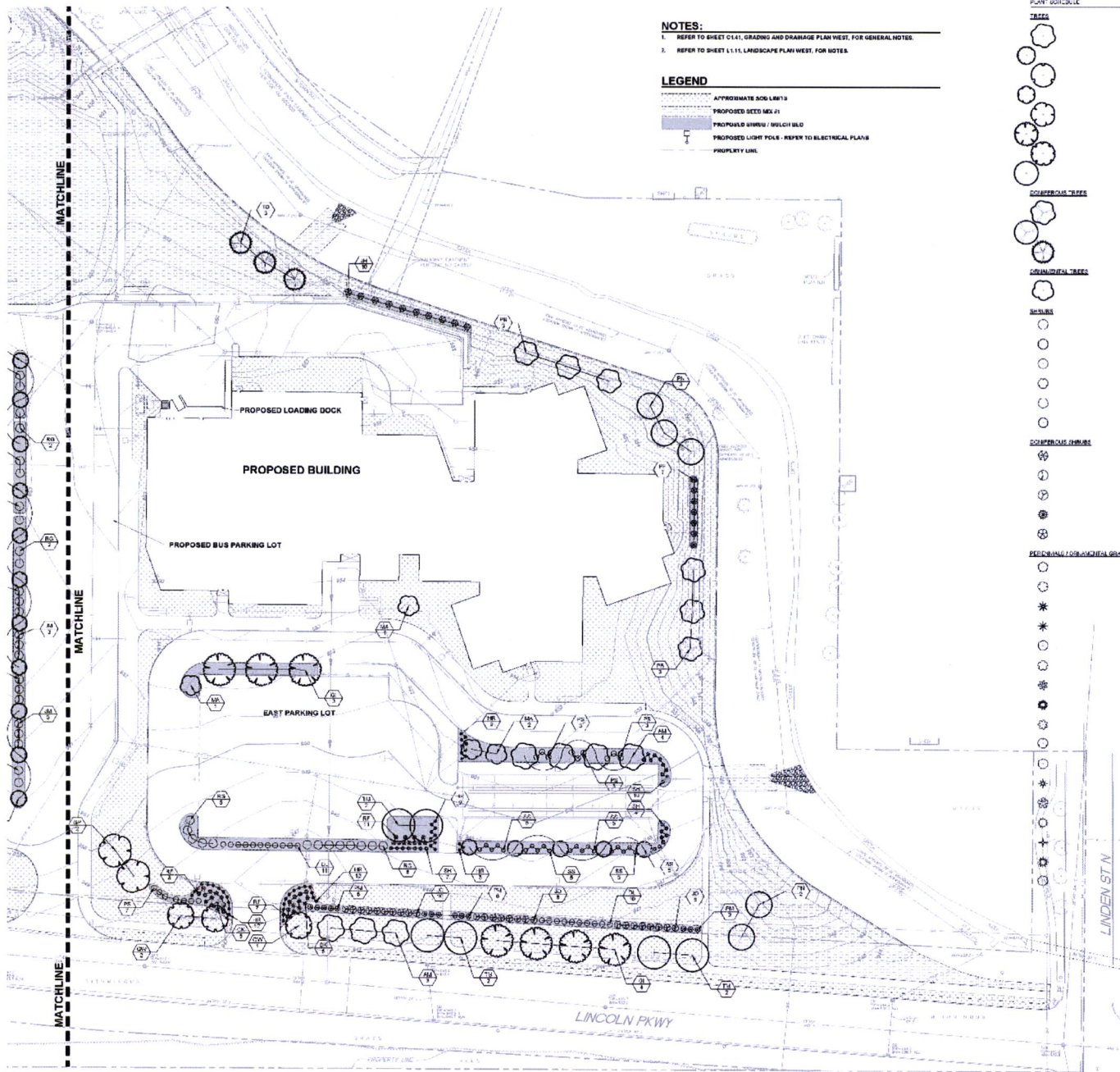
EXISTING AND
PROPOSED
DRAINAGE MAPS
(SWPPP)

C1.63

Landscape Plan (L1.11 & L1.12)



L1.11



**NEW GREENVALE PARK
ELEMENTARY
SCHOOL**
550 Linden Parkway
Northfield, MN 55057

**INDEPENDENT SCHOOL
DISTRICT #659**
1400 Division Street South
Northfield, MN 55057

Wold

**WOLD ARCHITECTS
AND ENGINEERS**
330 Minnesota Avenue, Suite 200
Northfield, MN 55057
wold.com | 612.327.7777

KNUTSON CONSTRUCTION
330 Minnesota Avenue, Suite 200
Northfield, MN 55057
knutson.com | 612.327.7777

LANDSCAPE ARCHITECT
DATE: 05/05/2019
DRAWN: JMA
CHECK: DMB

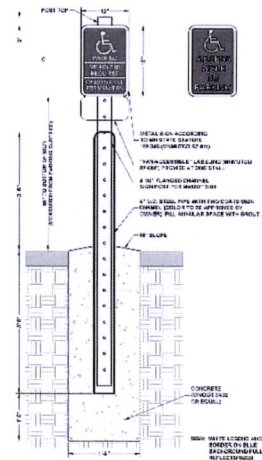
ASSIGNED TO 1300-W A1

**LANDSCAPE
PLAN EAST**

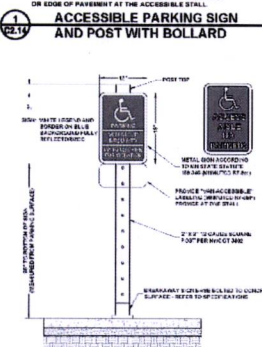
DATE: 11-18

Site Details (C2.11, C2.12, C2.13, C2.14)

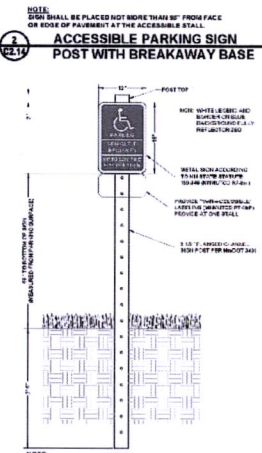




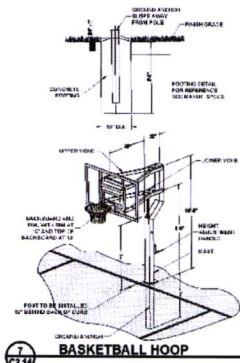
1 C214 TRAFFIC SIGN AND POST WITH BOLLARD



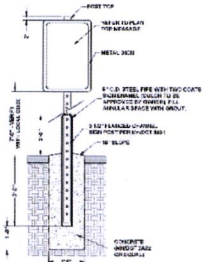
1 C214 TRAFFIC SIGN AND POST WITH BREAKAWAY SIGN BASE



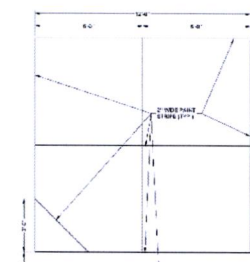
1 C214 TRAFFIC SIGN AND POST IN GRASS



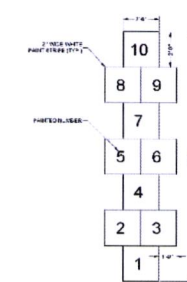
1 C214 BASKETBALL HOOP



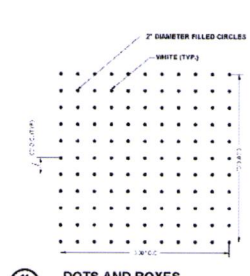
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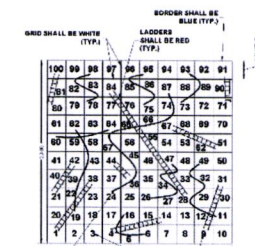
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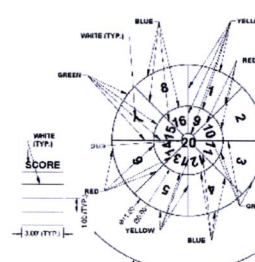
1 C214 HOP SCOTCH STRIPING



1 C214 DOTS AND BOXES



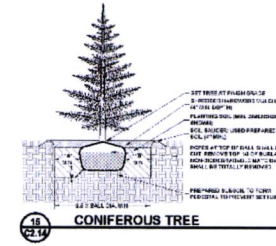
1 C214 CHUTES AND LADDERS



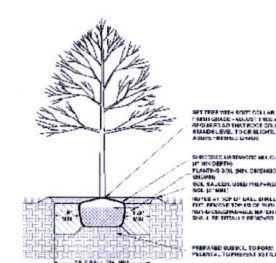
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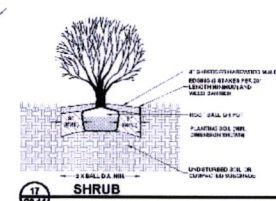
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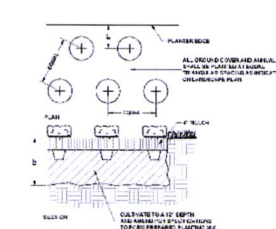
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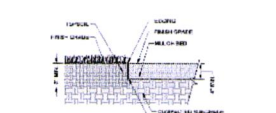
1 C214 DECIDUOUS TREE



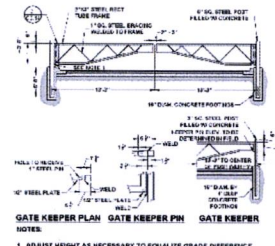
1 C214 SHRUB



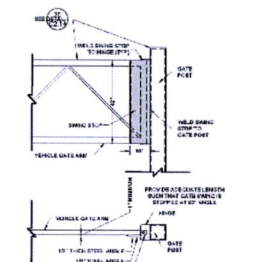
1 C214 GROUNDCOVER AND PERENNIALS



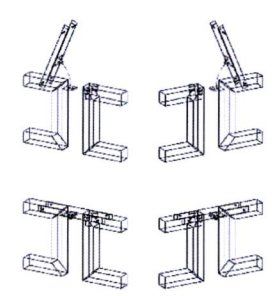
1 C214 SHRUB BED EDGING



1 C214 VEHICLE GATE



1 C214 VEHICLE GATE SWING STOP



1 C214 VEHICLE GATE LATCH

NEW GREENVALE PARK
ELEMENTARY
SCHOOL
500 Lincoln Parkway
Northfield, MN 55057

INDEPENDENT SCHOOL
DISTRICT #655
1400 Division Street South
Northfield, MN 55057



WOLD ARCHITECTS
AND ENGINEERS
151 E. Commercial Street, Suite 1200
Northfield, MN 55057

KNUTSON CONSTRUCTION
151 E. Commercial Street, Suite 1200
Northfield, MN 55057

DATE: 08/18/2019
DRAWN: JMB
CHECK: CMB

SITE
DETAILS

Scale: NOT TO SCALE

EXHIBIT I

Stormwater Maintenance Plan

Operations & Maintenance Plan

Northfield Public Schools
Greenvale Park Elementary School

Prepared by:



Anderson-Johnson Associates, Inc.
7575 Golden Valley Road – Suite 200
Minneapolis, MN 55427

October 4, 2019

Operations and Maintenance Plan for Greenvale Park Elementary School Stormwater Treatment Facilities

Address: 500 Lincoln Parkway
Northfield, Minnesota 55057

Contact: Jim Kulseth, Director of Buildings & Grounds
Northfield Public Schools
1400 Division Street South
Northfield, MN 55057
Phone: 507-663-0610
Email: jkulseth@northfieldschools.org

Purpose: The stormwater management feature identified in this plan serves to treat the stormwater runoff for the Greenvale Park Elementary School site.

Maintenance is necessary to the functionality and long-term success of the stormwater management feature at this site. The stormwater management features identified in this plan include:

1. Proposed Filtration Area
2. Proposed Stormwater Management Pond
3. Proposed Underground Stormwater Storage System

This plan also includes maintenance instructions for slope stabilization, plantings, and sod.

FILTRATION AREA

The following guidelines shall be used to maintain the Filtration Area post construction.

Spring Maintenance — Prior to Vegetation Growth

- ☐ Remove trash, litter, and other debris.
- ☐ Remove silt or other soil deposits from the bottom of the Filtration Area.

Early Summer Maintenance — Early to Mid June

- ☐ Remove trash, litter, and other debris.
- ☐ Remove weeds. Weed removal is critical before weeds go to seed. Weeds should be removed by hand to physically remove and discard the plant and root materials.
- ☐ Repair erosion or rivulets occurring on side slopes to the area.
- ☐ Remove vegetation and debris from the trench drain.

End of Season Maintenance

- ☐ Remove trash, litter and other debris.
- ☐ Blow leaves from the Filtration Area. Leaf removal should be done during dry periods to effectively remove leaves.
- ☐ Remove accumulated sediment from drain tile system if necessary.

FILTRATION AREA MAINTENANCE INSPECTION CHECKLIST

Inspector: _____

Date: _____

Time: _____

Weather: _____ Rainfall over previous 2 – 3 days? Y / N

Reading from closest NOAA reporting station: _____

Components:

Items Inspected	Checked		Maintenance Needed		Inspection Frequency
	Y	N	Y	N	
Vegetation surrounding filtration area					M
Plantings in filtration area					A
Evidence of erosion					M / AMS
Evidence of any blockage at trench drain					M / AMS
Is there standing water 48 hours after a 1" or greater storm event?					AMS
Other: _____					

Inspection Frequency Key A = Annual M = Monthly AMS = After Major Storm

Comments:

UNDERGROUND STORMWATER STORAGE SYSTEM

The following guidelines shall be used to maintain the underground stormwater storage systems post construction.

Regular Maintenance

- ☐ Remove trash, litter and other debris within the areas draining to the underground storage systems.

Early Summer Maintenance — Early to Mid June

- ☐ Remove deposited sediment and vegetation from flared end sections and riprap at discharge location.

Yearly Maintenance Inspection

- ☐ Remove accumulated debris and sediment from the underground systems.
- ☐ Remove accumulated debris and sediment from the outlet control structures.
- ☐ Remove accumulated sediment from the drain tile system if necessary.

UNDERGROUND STORMWATER STORAGE SYSTEM MAINTENANCE INSPECTION CHECKLIST

Inspector: _____
 Date: _____
 Time: _____
 Weather: _____ Rainfall over previous 2 - 3 days? Y / N
 Reading from closest NOAA reporting station: _____
 Location: _____

Mark Items in the table below using the following key:

- X Needs Immediate Attention
- Not Applicable
- ✓ OK
- ⊕ Clarification Required

Components:

Items Inspected	Checked		Maintenance Needed		Inspection Frequency
	Y	N	Y	N	
underground storage system					
evidence of accumulated sediment					
Is there standing water 48 hours after a 1" or greater storm event?					
outlets					
evidence of damage to structure					
evidence of accumulated sediment					
evidence of any blockages					

Inspection Frequency Key A = Annual M = Monthly AMS = After Major Storm

Comments:

STORMWATER POND

The following guidelines shall be used to maintain the Stormwater Treatment Pond post construction.

Spring Maintenance — Prior to Vegetation Growth

- ☐ Remove trash, litter and other debris.
- ☐ Remove floating debris.
- ☐ Remove deposited sediment from all storm sewer piping and flared end sections, including riprap.

Early Summer Maintenance — Early to Mid June

- ☐ Repair erosion or rivets occurring on side slopes to the basin.
- ☐ Remove vegetation from flared end sections and riprap.

End of Season Maintenance

- ☐ Remove trash, litter and other debris.

Bottom of Pond Maintenance

- ☐ Establish a benchmark pond depth. Using a canoe or similar device, check the pond depth 4-5 times in the middle of the pond. Mark the depth on a pole or rod and put the rod in a safe place for future (4-5 years) use. Record the pond depth in case the rod is misplaced.
- ☐ Every 5-10 years, and depending on observations, check the depth of the pond with the rod or pole. When the depth is reduced by 1/3 (or the pond is at 2/3 the original depth), plan to dredge the bottom of the pond to restore the original design depth.
- ☐ Pond restoration is subject to MPCA approval for contaminants that are likely captured in the sediment. Contract a qualified Contractor to dredge the pond who will comply with all MPCA or local requirements.

POND MAINTENANCE INSPECTION CHECKLIST

Inspector: _____
 Date: _____
 Time: _____
 Weather: _____ Rainfall over previous 2 – 3 days? Y / N
 Reading from closest NOAA reporting station: _____
 Location: _____

Mark items in the table below using the following key:

- X Needs Immediate Attention
- Not Applicable
- ✓ OK
- ⊗ Clarification Required

Components:

Items Inspected	Checked		Maintenance Needed		Inspection Frequency
	Y	N	Y	N	
vegetation surrounding pond					
evidence of erosion					
outlets / overflow spillway					
evidence of damage to structure					
evidence of erosion					
evidence of any blockages					

Inspection Frequency Key A = Annual M = Monthly AMS = After Major Storm

Comments:

ADDITIONAL MAINTENANCE ITEMS

The following guidelines shall be used to maintain the steep slopes, sodded areas, and plantings post construction.

Slope Stabilization

- ☐ Repair erosion occurring on side slopes.
- ☐ Provide additional erosion control measures as needed.
- ☐ Re-seed or re-sod eroded areas as needed.

Sodded Areas Maintenance

- ☐ Repair erosion or rivulets occurring on side slopes to the area.
- ☐ Remove debris from the area.

Plantings Maintenance — Deciduous / Coniferous Trees

Year 2

- ☐ Inspect tree for disease or insect problems. Inspect evergreens for winter injury.
- ☐ Remove tree wraps in spring.
- ☐ Remove stakes after one year.
- ☐ Refresh and extend mulch as needed.
- ☐ Begin pruning trees to train them into a correct/desired form. Remove no more than ¼ of the foliage in one season. Retain lower branches on trees to help increase trunk taper more quickly.
- ☐ Continue deep watering as needed, until ground freezes.
- ☐ Wrap trees as needed for winter protection.

Year 3

- ☐ Inspect tree for disease or insect problems. Inspect evergreens for winter injury.
- ☐ Remove tree wraps in spring.
- ☐ Refresh and extend mulch as needed.
- ☐ Begin pruning trees to train them into a correct/desired form. Remove no more than ¼ of the foliage in one season. Remove lower branches on trees once they begin to interfere with foot traffic or maintenance equipment.
- ☐ Continue watering as needed, until ground freezes. Do not over – water the tree.
- ☐ If necessary, a fertilizing schedule may begin during third or fourth year.
- ☐ Protect trees from mechanical, herbicide, and salt damage
- ☐ Wrap trees as needed for winter protection.

Established Trees

- ☐ Keep the top 8-12 inches of soil moist around trees during periods of drought. Without proper rainfall, established trees may need to be watered as often as every 10-14 days. The amount of water required varies with local site conditions.
- ☐ Do not saturate the trunk when watering.
- ☐ Remove extreme ice and snow buildup of from evergreen trees. Gently tap the branches to remove ice and eliminate the possibility of breakage.

Plantings Maintenance — Shrubs / Perennials / Grasses

- ☐ Establish a light fertilization program. Spread fertilizer around each plant in March. Repeat twice at 6 week intervals. Apply another treatment of fertilizer to late-blooming plants in late summer.
- ☐ Water the bed and plants after applying fertilizer.
- ☐ Perennials should be mulched during the winter months to protect them from the heaving that results from repeated freezing and thawing of the soil.
- ☐ Be careful not to pile mulch heavily over the crowns, as this would encourage rotting.
- ☐ Apply mulch around the plants only after several killing frosts.
- ☐ Remove winter mulch in the spring when soil temperatures have warmed and active growth on the plants is noticeable.
- ☐ After perennials have bloomed, spent flowers should be removed. Pruning depends on the type of plant and its growth cycle.
- ☐ Landscape grasses should be cut back to the ground each spring.
- ☐ Branches should be cut back to within 1/4 inch of a larger branch or bud. Be sure to not leave a stub longer than 1/4 inch.
- ☐ Pruning shrubs may be needed to: remove dead, dying or diseased branches, to improve or maintain the desired form, to remove crossing or wayward branches, or to increase flower and fruit production.
- ☐ When shearing a hedge, leave 1" of the previous growth.
- ☐ Disinfect pruning tools between shrubs to reduce the spread of disease.

**Policy 414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL
OR SEXUAL ABUSE**

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

**III. ~~PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR~~
VIOLENCE DEFINITIONS**

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

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

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical care, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
 3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by Minn. Stat. § 260C.007, Subd.6, Clause (5);
 7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
 8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

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

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or

subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.
- I. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- L. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care

responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

- M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to,

tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

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

V. INVESTIGATION

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

- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse

Adopted: 2/28/05; Updated: 2011, 05/2013; Updated: INSERT DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125.A0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 4, clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 609.02, Subd. 6 (Definitions—Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions—Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions—Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et. seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References:

MSBA/MASA Policy 415 - Mandated Reporting of Maltreatment of Vulnerable Adults

Policy 419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minn. Stat. § 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate.]

I. Prohibition PURPOSE

The use of tobacco, tobacco-related devices such as cigarette papers and pipes, or electronic cigarettes, is prohibited for all persons within all school buildings, school vehicles or school contracted vehicles, or on school grounds during all hours of every calendar day. The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. NOTIFICATION GENERAL STATEMENT OF POLICY

- A. This prohibition will apply to all students and adults. Regular notice of this policy shall be provided in employee handbooks, during new employee orientation, and other appropriate locations. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic cigarette delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic cigarette delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and or are identified with tobacco products, tobacco-related devices or electronic cigarettes delivery devices. The school district will not

promote or allow the promotion of tobacco products or ~~e-cigarettes~~ electronic delivery devices on school property or at school-sponsored events.

III. IMPLEMENTATION TOBACCO AND TOBACCO-RELATED DEVICES DEFINED

- A. ~~All individuals on school premises share in the responsibility of enforcement. Violation of Policy 419 – Tobacco-Free Environment by employees will be referred to the appropriate supervisor for progressive discipline.~~ “Electronic cigarette delivery device” means any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.
- B. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- C. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- D. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural

ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

IV. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

~~Regular~~ Notice of this policy shall be provided ~~in employee handbooks~~, during new employee orientation, and other appropriate locations.

Policy 419 Tobacco Free Environment: Possession And Use Of Tobacco,
Tobacco-Related Devices, And Electronic Delivery Devices

School Board
INDEPENDENT SCHOOL DISTRICT 659
Northfield, Minnesota

Legal References: Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

Notification Statement

Policy 421 GIFTS TO EMPLOYEES AND SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to avoid the appearance of impropriety or the appearance of a conflict of interest with respect to gifts given to school district employees and school board members.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students, parents, and others may wish to show appreciation to school district employees. The policy of the school district, however, is to discourage gift-giving to employees, and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude as memorabilia.
- B. A violation of this policy occurs when any employee solicits, accepts, or receives either by direct or indirect means, a gift from a student, parent, or other individual or organization of greater than nominal value.
- C. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of insignificant value of a promotional or public relations nature. The superintendent has discretion to determine what value is "insignificant."
- D. Teachers may accept from publishers free samples of textbooks and related teaching materials.
- E. This policy applies only to gifts given to employees where the donor's relationship with the employee arises out of the employee's employment with the school district. It does not apply to gifts given to employees by personal friends, family members, other employees, or others unconnected to the employee's employment with the school district.
- F. An elected or appointed member of a school board, a school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift from an interested person.

III. DEFINITION

- A. "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given without something of equal or greater value being received in return.
- B. "Interested person" means a person or a representative of a person or association that has a direct financial interest in a decision that a school board member, a superintendent, a school principal, or a district school officer is authorized to make.

- C. “Financial interest” means an ownership or control in an asset which has the potential to produce a monetary return.

IV. PROCEDURES

Any employee considering the acceptance of a gift shall confer with the administration for guidance related to the interpretation and application of this policy.

V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, and/or termination or discharge.

Policy 421 Gifts to Employees

Adopted: 2/28/05; Updated: 12/2014; Updated: INSERT DATE HERE

School Board

INDEPENDENT SCHOOL DISTRICT 659

Northfield, Minnesota

Legal References: Minn. Stat. § 10A.07 (Conflicts of Interest)
Minn. Stat. § 10A.071 (Prohibition of Gifts)
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: MSBA/MASA Policy 209 (Code of Ethics)
MSBA/MASA Policy 210 (Conflict of Interest - School Board Members)
MSBA/MASA Policy 306 (administrator Code of Ethics)

NORTHFIELD PUBLIC SCHOOLS

School Board Minutes

April 13, 2020

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. Due to the current federal and state emergency declarations, the Minnesota directive for residents to stay at home and guidance about limiting person-to-person contact due to the COVID-19 pandemic, this meeting was conducted via video conference in accordance with Minnesota Statutes 13D.021. In addition, the school board determined that it was not feasible for at least one board member, or the superintendent to be physically present at the regular meeting location and that it was not feasible for the public to attend this meeting at the regular location. The district did make accommodations for public comment which are outlined below.

Board member attendance was taken by roll call. Anita Aase, Executive Administrative Assistant to the Superintendent and Board of Education, called the name of each board member in alphabetical order by last name and the board member responded "present" when his/her name was called. Present: Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. Absent: None.

Also present at this video conference meeting was: Dr. Matt Hillmann, Superintendent; Aase; Val Mertesdorf, Director of Finance; Erin Bailey, Director of Community Education; Josh Cooper, Senior Project Manager for Knutson Construction. Observing the meeting were: Teri Knight, KYMN radio; and Sam Wilmes, reporter with the Northfield News. This meeting was recorded and access to the recording was posted to the school district website.

Board Chair Pritchard outlined the procedures for this meeting:

- Board members are asked to mute their microphone when they are not speaking.
- During the course of the meeting when a motion and a second is required, Dr. Hillmann will initiate the "unmute" for all board members.
- The agenda item being discussed will be displayed on the screen.
- At the start of each discussion Chair Pritchard will call on each board member in alphabetical order by last name for any questions or comments. If you don't wish to speak you are welcome to pass.
- There will be one round of questioning for board members. If board members have a follow-up question or comment, they can consider using the Raise Hand feature in order to be recognized by the Chair.
- All votes on the Items for Individual Action will be conducted by roll call by Aase. Each board member should wait until their name is called before voting.

II. Agenda Approval/Table File

On a motion by Hardy, seconded by Goerwitz, the Board approved the agenda by roll call. Voting 'yes' were Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. No one voted 'no'.

III. Public Comment

To accommodate the public comment portion of our meeting, members of the public were invited via the school district website to submit feedback to the Board via email by 5:00 p.m. on April 13, 2020. All submissions that followed the district policy regarding public comment would be read by Chair Pritchard at this time. There were no public comments submitted for this Board meeting.

IV. Announcements and Recognitions

- Congratulations to Ella Holleran, who earned a gold award (top 5% in the state) for her science and engineering fair project, (WISP - Wearable, Individualized, Sensory Product - A Therapy Tool for Those with Autism & Sensory Processing Challenges) at the state science and engineering fair awards ceremony on April 1st.

- Our child nutrition staff has prepared and delivered 6,820 breakfasts and 6,929 lunches March 18 - April 10, 2020 (18 week days).
- It is with a heavy heart we share that Kristen Craft recently lost both her parents, who lived in New Jersey, due to complications associated with COVID-19. Mrs. Craft is a first grade teacher at Sibley Elementary.

V. Items for Discussion and Reports

- A. COVID-19/Distance Learning Update/District Operations. Dr. Hillmann updated the Board on the district's response to COVID-19, the distance learning plans, and general district operations.
- Due to the implementation date of distance learning, and the district's 2019-20 school calendar, teachers had approximately three paid days to prepare for distance learning.
 - District staff are working from home
 - Custodians are onsite and are cleaning buildings and disinfecting spaces using the three fogging machines owned by the District.
 - Our investments in iPads, Seesaw and Schoology have helped us prepare for distance learning. The technology services team is supporting approximately 4500 students and staff devices. Internet access is installed or scheduled to be installed for every student.
 - The District is providing child care for essential Tier I workers as directed by the Governor of the State of Minnesota. Child care is available Monday through Friday, 6:30 a.m. - 6:00 p.m., at Bridgewater Elementary. Nurses are on site. Fabric masks are provided for all staff. We want to thank and recognize those working in the child care center.
 - The child nutrition staff is providing daily breakfast and lunch at three pick up locations in the district and delivering meals on rural routes with assistance from Benjamin Bus.
 - Athletics and activities are cancelled through May 4, 2020.
 - The District has initiated a purchasing freeze on all discretionary budgets, and payroll and accounts payable continue normal operations.
 - The District continues to update families and staff via communications using Skylert, email, social media outlets and the district website.
 - Dr. Hillmann has hosted three Friday night video/teleconference family events.

VI. Consent Agenda

On a motion by Quinnell, seconded by Hardy, the Board approved the following Consent Agenda items by roll call. Voting 'yes' were Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. No one voted 'no'.

A. Minutes

- Minutes of the Regular School Board meeting held on March 9, 2020

B. Gift Agreements

- \$400.00 donation from Sibley Elementary PTO for Celebrate Math Week.
- \$5,000.00 donation from College City Beverage, Inc. for Tom Blaisdell Scholarship.
- \$4,773.00 donation from St. Paul & Minnesota Foundation for TORCH Scholarship.
- \$1,000.00 donation from HomeTown Credit Union to DECA for clothing drive.
- \$1,564.90 donation from St. Paul & Minnesota Foundation for Tom Blaisdell Scholarship
- \$7,100.00 donation from Northfield Booster Club for reimbursement of various Northfield High School activity expenses.

C. Personnel Items

a) Appointments

1. Margaret Magnuson, Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater, beginning 6/18/2020-8/6/2020; Step 2-\$13.56/hr.
2. Todd Ledman, 1.0 FTE Custodian at the High School, beginning 3/30/2020; Step 4 -\$18.61/hr.

b) Increase/Decrease/Change in Assignment

1. Zane Anway, Gen Ed EA for 6.75 hours/day and Crossing Guard for .25 hours/day at the Middle School, change to Gen Ed EA for 6.75 hours/day and Crossing Guard for .42 hours/day at the Middle School, effective 3/10/2020-6/6/2020.

2. Michelle Bauer, Teacher at the High School, change to 1.0 FTE PreK-12 Systems and Instructional Coach with the District, effective 7/1/2020-6/30/2021.
3. Alisha Clarey, Teacher at Greenvale Park, change to 1.0 FTE PreK-12 Systems and Instructional Coach with the District, effective 7/1/2020-6/30/2021.
4. Carrie Duba, MTSS/Sped Psychologist at the High School, change to 1.0 FTE PreK-12 Systems and Instructional Coach with the District, effective 7/1/2020-6/30/2021.
5. Hope Langston, Director of Assessment Services, change to Director of Instructional Services, effective 7/1/2020. Director of Instructional Services position combines the Director of Assessment Services and the Director of Teaching & Learning positions. Salary based on the Director of Teaching & Learning position.
6. Amanda Mahlstedt, Long Term Substitute Kindergarten Teacher at Bridgewater, beginning on 3/9/2020-5/22/2020, change the end date to the end of the 2019-2020 school year.
7. Ellyn Sheehy, 1.0 FTE Long Term Substitute Early Childhood Special Education Teacher at Longfellow, beginning 3/16/2020-6/8/2020, change the start date to TBD.
8. Arlene Tuma, EA for 15.25 hours/week at the NCRC, change to EA for 14 hours/week at the NCRC, effective 3/9/2020.
9. Katrina Warner, EA at Bridgewater, add Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/18/2020-8/6/2020; Step 4-\$14.49/hr.

c) Leave of Absence

1. Sohair Abboud, EA at Longfellow, Leave for the FMLA Expansion Act, effective 4/1/2020 for up to 12 weeks.
2. Update-Jennifer Allison, Teacher at Bridgewater, Family/Medical Leave of Absence for Childcare, effective 3/9/2020 through the end of the 2019-2020 school year.
3. Colleen Almen, CNA II at the Middle School, leave of absence beginning 4/1/2020 until school can resume. First two weeks paid under the Emergency Paid Sick Leave Act.
4. Brittany Braucher, CNA I at the High School, Leave for the FMLA Expansion Act, effective 4/1/2020 for up to 12 weeks.
5. Rose Brison, CNA II at the High School, leave of absence beginning 4/1/2020 until school can resume. First two weeks paid under the Emergency Paid Sick Leave Act.
6. Katie Dahmeh, EA at Longfellow, Leave for the FMLA Expansion Act, effective 4/1/2020 for up to 12 weeks.
7. Rafa Estrella, Teacher at the Middle School, Family/Medical Leave of Absence for Childcare, effective on or about 4/4/2020 for ten workdays.
8. Sara Gerdesmeier, Early Venture Site Assistant at Longfellow, leave for the FMLA Expansion Act, effective 4/1/2020 for up to 12 weeks.
9. Lori Gunderson, CNA I at the High School, leave of absence beginning 4/1/2020 until school can resume. First two weeks paid under the Emergency Paid Sick Leave Act.
10. Meghan Kuechenmeister, Educational Assistant at the High School, leave under the FMLA Expansion Act, beginning 4/7/2020, for up to 12 weeks.
11. Joan Lizaola, Cultural Liaison, FMLA leave of absence beginning on 4/1/2020 for up to 12 work weeks.
12. Hildeliza Lopez, CNA I at the Middle School, leave under the FMLA Expansion Act, effective 4/1/2020 through the end of the 2019-20 school year.
13. Tamara Moore, CNA I at Bridgewater, leave for the FMLA Expansion Act, effective 4/1/2020 for up to 12 weeks.
14. Jenelle Mullin, CNA III at the High School, leave for the FMLA Expansion Act, effective 4/1/2020 for up to 12 weeks.
15. Jessica Rushton, leave of absence beginning 4/1/2020 through 4/14/2020. Paid under the Emergency Paid Sick Leave Act.
16. Pamela Taubman, KV Site Assistant at Greenvale Park, leave for the FMLA Expansion Act, effective 4/1/2020 until school can resume. First two weeks of leave is paid under the Emergency Paid Sick Leave Act.
17. Angie Timperley, Educational Assistant at Bridgewater, leave under the FMLA Expansion Act, effective 4/6/2020 for up to 12 weeks.
18. Melissa Valentyn, Educational Assistant at Bridgewater, leave for the FMLA Expansion Act, effective 4/1/2020 for up to 12 weeks.
19. Linda Wicklund, CNA I at the High School, leave of absence beginning 4/1/2020 until school can resume. First two weeks paid under the Emergency Paid Sick Leave Act.
20. Brent Yule, Teacher at Greenvale Park, Family/Medical Leave of Absence for Childcare, effective on or about 4/27/2020 for five workdays.

d) Retirements/Resignations/Terminations

1. Kim Cecil, Administrative Assistant at Sibley, rescinds retirement, effective 3/18/2020.
2. Shelley Hansen, School Social Worker at the ALC, retirement effective 6/8/2020.

3. Mary Harrity-Davidson, Teacher at the Middle School, retirement effective at the end of the 2019-2020 school year.
4. Sandra Reiman, Due Process Clerk at Bridgewater, resignation effective 3/18/2020.
- e) Administration is Recommending the Approval of the Following:
Administration submits the following employment contracts/agreements for approval. These contracts/agreements cover the period of July 1, 2020 through June 30, 2022.
 1. Principals
 2. Non-Union Administrators

VII. Superintendent's Report

A. Items for Individual Action.

1. Longfellow Renovation Bid Approval. Josh Cooper, Senior Project Manager with Knutson Construction, presented the Board with the Longfellow renovation bid recommendations. On a motion by Iverson, seconded by Baraniak, the Board approved by roll call, contracts to be issued to the bidders presented for Longfellow renovation at a cost of \$1,043,754, as well as approval for the General Conditions fee of \$187,484, the Construction Contingency of \$15,000, the Special Inspections & Testing for WSB for \$2,570, and the Commissioning Agent for Dunham for \$6,500. Voting 'yes' were Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. No one voted 'no'.
2. Proposed 2020-2021 Budget - All Funds. On a motion by Baraniak, seconded by Hardy, the Board approved by roll call, the proposed 2020-2021 budgets as presented for all funds. The annual proposed budget book for 2020-21 was presented to each board member in the board packet; the individual funds have been presented and reviewed in detail at School Board meetings over the past few months. These budgets were based on assumptions made prior to the COVID-19 pandemic and we cannot fully anticipate how these budgets will be affected by the COVID-19 pandemic. Voting 'yes' were Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. No one voted 'no'. A summary of revenue and expenditure amounts are listed below.

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
General (includes Capital & LTFM)	\$57,860,302	\$60,727,299
Child Nutrition	\$ 2,220,244	\$ 2,433,320
Community Services	\$ 3,187,661	\$ 3,224,378
Debt Service	\$ 6,210,807	\$ 7,264,675
Internal Service	\$ 7,547,782	\$ 8,090,343
Building Construction	\$ 105,134	\$ 8,316,866

3. Renaming Existing Greenvale Park. On a motion by Stratmoen, seconded by Hardy, the Board approved by roll call, Northfield Community Education Center as the new name for the current Greenvale Park Elementary School. Voting 'yes' were Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. No one voted 'no'.
4. Approval of Policies. On a motion by Iverson, seconded by Baraniak, the Board approved by roll call, updates to policies 403, 405, 613, 616 and 620 initially presented at the March 9, 2020 Board meeting. These changes will be effective immediately. Voting 'yes' were Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. No one voted 'no'.
5. Notice to Hold Teleconference Meetings Pursuant to Minnesota Statutes 13D.021. Due to the current federal and state emergency declarations and guidance about limiting person-to-person contact due to the COVID-19 (coronavirus) pandemic, the Board has determined that it is not feasible for at least one board member, the superintendent, or the school district's legal counsel to be physically present at the regular meeting location. In accordance with Minnesota Statutes 13D.021, members of the public are not permitted to attend meetings due to the current health pandemic. On a motion by Quinnell, seconded by Goerwitz, the Board approved by roll call, all future meetings of the Northfield Public Schools Board of

Education will be conducted in accordance with Minnesota Statutes 13D.021, Meetings by Telephone or Other Electronic Means, until further notice. Voting 'yes' were Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. No one voted 'no'.

VIII. Items for Information

- A. Enrollment Report. Dr. Hillmann reviewed the April 2020 enrollment report.
- B. Construction Update #24. Superintendent Hillmann updated the Board on the District's construction projects.
- C. Kaboom! Playground Equipment. Dr. Hillmann and Director Bailey informed the Board about a \$300,000 Kaboom! grant for playground equipment to be installed at the Northfield Community Education Center.

IX. Future Meetings

- A. Monday, April 27, 2020, 7:00 p.m., Regular Board Meeting via teleconference
- B. Monday, May 11, 2020, 7:00 p.m., Regular Board Meeting
- C. Tuesday, May 26, 2020, 7:00 p.m., Regular Board Meeting

X. Adjournment

On a motion by Stratmoen, seconded by Goerwitz, the Board approved adjournment by roll call at 8:39 p.m. Voting 'yes' were Baraniak, Goerwitz, Hardy, Iverson, Pritchard, Quinnell and Stratmoen. No one voted 'no'.

Noel Stratmoen
School Board Clerk

NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

This agreement made this 13th day of April, 2020, by and between Multek Flexible Circuits, 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

Check # 461761, \$1,000.00 donation to Robotics.

Multek Flexible Circuits

Donor

By: Received in High School office

Approved by resolution of the School Board on the _____ day of _____, _____.

INDEPENDENT SCHOOL DISTRICT No. 659

By: _____

Clerk

NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

This agreement made this 13th day of April, 2020, by and between Carl Henry Step Up Scholarship Fund of the Capital Group American Funds hereinafter the "Donor", and Independent School District No. 659, Northfield, Minnesota, pursuant to the District's policy for receiving gifts and donations, as follows:

TERMS

\$2,000.00 for Step Up Scholarship, check # 76446587.

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

By: Received in District office

Approved by resolution of the School Board on the _____ day of _____, _____.

INDEPENDENT SCHOOL DISTRICT No. 659

By: _____

Clerk

NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

This agreement made this 20th day of April, 2020, by and between Girl Scout Troop #27353, 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

372 Girl Scout cookie packages worth \$1,860.00 to be donated to Northfield Public Schools families during meal time distribution at the locations of Sibley, Greenvale, the High School and bus routes.

Girl Scout Troop #27353

Donor

By: Received in the District office

Approved by resolution of the School Board on the _____ day of _____, _____.

INDEPENDENT SCHOOL DISTRICT No. 659

By: _____

Clerk



Date: 4/20/2020

2020 Troop Notice of Donation: Unsold Inventory

Troop Number: 27353

Troop Representative Name: Jacqueline DuLac

Troop Representative Email: jdulac7@gmail.com

Receiving Organization: Northfield Public Schools

Organization Address: 1400 Division St S Northfield, MN 55057

Organization Phone Number: 507.645.3432

Organization Email: vmertesdorf@northfieldschools.org

Donated Cookies		
Variety	# Cases	# Packages
Thanks-A-Lot		36
Girl Scout S'mores		32
Lemonades		8
Shortbread		37
Thin Mints		61
Peanut Butter Patties		77
Caramel deLites		89
Peanut Butter Sandwiches		23
Caramel Chocolate Chip		9
Total		372

Jacqueline DuLac
Troop representative signature

Jacqueline DuLac
Troop representative printed name

4/20/2020
Date

Stephany Stromme
Organization representative signature

Stephany Stromme
Organization representative printed name

4/20/20
Date

Please note that the use of donated cookies does not allow the Recipient to sell, trade, barter, or otherwise transfer the donated cookies for money, property, or services for the recipient nor can donated cookies be used for fundraisers, raffles, or auctions; or sold to retail stores, web sites, flea markets, or in any other manner either domestically or internationally.

Please note that all Girl Scout Cookies, excluding Gluten-free, must be consumed or frozen by September 1, 2020. Gluten-Free must be consumed or frozen by July 1, 2020. Girl Scouts River Valleys will not be held liable for any actions resulting from the improper storage of, misuse of, or condition of the cookies upon receipt by Recipient.

RESOLUTION ACCEPTING DONATIONS

The following resolution was moved by _____ and seconded by _____:

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

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

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

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

Donor	Item	Designated Purpose (if any)
Multek Flexible Circuits	\$1,000.00	High School Robotics
Carol Henry Step Up Scholarship Fund of the capital Group American Funds	\$2,000.00	Step Up Scholarship
Girl Scout Troop #27353	\$372ea cookie packages worth \$1,860.00	To be included with meal distributions to Northfield Public Schools families at Sibley, Greenvale Park, Northfield High School, and on bus routes.

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: Julie Pritchard, Chair

By: Noel Stratmoen, Clerk

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Confidential Employees

JULY 1, 2020 THROUGH JUNE 30, 2022

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 – Basic Services

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 - Duty Year/Work Day

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines. The work day shall be 8 hours/day.

ARTICLE II SALARIES

Section 2.01 - Compensation

The annual salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A, B and C.

While the District reserves the right to set salaries, it will seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

Section 2.02 – Experience Credit

Individuals employed before January 1st, who are still employed by the District on June 30th, shall for the purposes of salary increases be given credit for (1) year of experience.

Section 2.03 - Holidays

Employees who work 20 hours or more per week, with a duty year of 50 or more weeks, shall be entitled to the following ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day (if designated as a school holiday), Memorial Day, Christmas Eve Day, and Good Friday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the immediate supervisor.

ARTICLE III VACATION/LEAVES

Section 3.01 - Vacation

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for vacation.

Vacations for employees working 50 or more weeks per year shall be as follows:

Year of Service Completed in <u>District</u>	Number of Vacation <u>Days</u>
1 - 5	15
6 +	20

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1st), however, vacation is considered earned on a monthly basis. Individuals hired after July 1st will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 50 or more weeks per year.

Unused vacation must be taken within one year following the contract year in which it was earned. Vacation use will be as scheduled with and approved by their immediate supervisor.

Payment for unused, earned vacation balances as limited by the previous paragraph will be made by the School District upon termination or separation of employment.

Employees working fewer than 50 weeks per year shall not receive vacation.

Section 3.02 - Sick Leave

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for sick leave.

Employees shall receive sick leave at the rates listed below to a maximum accumulation of 228 days:

Employees working a duty year of less than 50 weeks	10 days/year
Employees working a duty year of 50 weeks or more	12 days/year

Sick leave shall be available to the employee at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an employee for each day of absence due to illness or injury which precludes the employee from performing the duties of his/her position.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, or another individual as allowed by Minnesota law which prevented the employee's attendance at work on that day or days.

Any employee who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. Any employee absent more than five (5) consecutive working days must present such certification. If certification is required for an absence of fewer than six (6) days, the District will designate the physician and pay his/her fee. Charges for certification of absences greater than five (5) consecutive working days will be the responsibility of the District unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

There shall be no payment for unused, earned sick leave balances upon termination or separation of employment, for any reason, with the School District.

Section 3.03 – Disaster Leave

The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

Section 3.04 – Bereavement Leave

Employees may be allowed up to ten (10) days per year of leave with pay in case of death.

Bereavement leave may be used in the case of a death of family members or friends.

Time off for critical illness/bereavement shall be deducted from unused sick days.

Section 3.05 - Personal Leave

The employee shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor via the District substitute/leave reporting system. A deduction of these days will be made from sick leave.

Section 3.06 - Leave of Absence Without Pay

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, subject to the requirements of applicable law.

Section 3.07 - Child Care Leave and Adoption Leave

A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.

B. An employee making application for unpaid child care leave shall inform the superintendent in writing of his/her intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances. The superintendent and the employee will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 3.02 is available for any period of disability associated with the pregnancy prior to the commencement of the child care leave.

D. The availability of a suitable replacement may also be considered by the school district in both the granting of a child care leave or the duration of such leave.

E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

- (1) grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.
- (2) permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

F. An employee returning from child care leave shall have a right to return to his or her original position as specified in the employee's child care leave plan if the employee's leave is commenced and concluded within the same fiscal year. If the employee's child care leave plan does not call for his or her return within the fiscal year it is commenced, the employee shall have the right to be returned to an equivalent contractual position, unless such employee has been previously terminated pursuant to the provision of M.S. 122A.40 or such employee has been placed on unrequested leave pursuant to the provisions of M.S. 122A.40.

G. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.

H. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this document at the commencement of the leave. The employee shall accrue additional experience credit or leave time during the period of absence for child care leave only if the leave commences and ends within the same fiscal year.

Section 3.08 – Religious Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.09 – Judicial Duty

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the building administrator is required to permit the scheduling of a substitute, if required. An employee is also required to notify the building administrator immediately upon being excused from judicial duty.

Section 3.10 – Superintendent’s Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

Section 3.11 – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District’s substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances.

Such leave will be deducted from the employee's sick leave allowance.

ARTICLE IV INSURANCE

Section 4.01– Insurance Eligibility

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for group insurance coverage.

Section 4.02 – District Obligation

The District’s only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 4.03 - Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The effective date for employer contributions shall be January 1.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Master Agreement.

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall

contribute the amounts listed below toward the monthly premium for single or family coverage. The effective date for employer contributions shall be January 1.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Master Agreement.

Section 4.05- Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$50,000 of coverage for each eligible employee. The eligible employees may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4.06 - Long-Term Disability Insurance

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

Section 4.07 - Liability Insurance

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 - Duration of Insurance Contribution

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under other provisions of this manual. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V OTHER BENEFITS

Section 5.01 - Travel

Necessary and approved transportation that is required of the employee in the performance of school duty shall be at the expense of the School District. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

Section 5.02 - Professional Improvement

The employee will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by their immediate supervisor. The School District shall pay for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by their immediate supervisor.

Section 5.03 – Professional Membership Dues

The School District shall pay the annual membership dues for the employee for relevant professional organizations approved by the district.

Section 5.04 - Vandalism Reimbursement

The School District shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

ARTICLE VI RETIREMENT

Section 6.01 – Retirement Insurance

If the employee retires upon attaining age fifty-five (55) or thereafter and has at least ten (10) years experience in the School District, they may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The employee may continue participation in the District's group term life insurance plan according to provisions of Section 4.05 at the employee's own expense until the employee is eligible for Medicare.

The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as if employed but not more than 80% of the health and hospitalization insurance premium, for six (6) years from the date of retirement.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they

become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611

APPENDIX A

**SALARIES AND DUTY YEAR
2020-2021**

Position	Duty Year	Annual Salary
Executive Assistant to Superintendent & School Board	52 weeks	\$72,950

APPENDIX B

**SALARIES AND DUTY YEAR
2021-22**

Position	Duty Year	Annual Salary
Executive Assistant to Superintendent & School Board	52 weeks	\$75,540

**APPENDIX C
STEPS FOR SERVICE**

Step 1	\$0
Step 2	\$1,000
Step 3	\$2,000
Step 4	\$3,000

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Coordinator of District Grounds, Coordinator of District Maintenance,
District Electrician and Assistant Grounds Keeper

AGREEMENT EXTENDS FROM
JULY 1, 2020, THROUGH JUNE 30, 2022

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield ("District"). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the Veterans' Preference Act, granting the employee employment rights.

Section 1.02 – Basic Services

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 - Duty Year

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines. The employee shall be on duty during any emergency, natural or unnatural, unless they are otherwise excused in accordance with School Board or administrative policy.

ARTICLE II SALARIES AND OTHER COMPENSATION

Section 2.01 - Compensation

The salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A and B.

While the District reserves the right to set salaries, it will seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

Section 2.02 – Experience Credit

Individuals employed before January 1st, who are still employed by the District on June 30th, shall for the purposes of salary increases be given credit for (1) year of experience.

Section 2.03 – License Stipends

License stipends for the District Grounds Coordinator and the District Maintenance Coordinator shall be as follows and does not apply to any other position covered under this agreement:

1st Class License: \$2,100 per year

Chief License: \$2,775 per year

The District will allow paid professional meeting time for the employee to attend required license renewal classes. However, the District will not pay the class fee on behalf of the employee.

Section 2.04 – Supplement for Indoor Swimming Pool Maintenance:

Swimming Pool Maintenance

\$500 per year

The District will allow paid professional meeting time for the employee to attend required certification renewal classes. However, the District will not pay the class fee on behalf of the employee.

Section 2.05 – Commercial Driver's License

An employee who is required to hold a Commercial Drivers License shall receive a \$750 per year stipend. In the event the employee obtains the Commercial Drivers License after July 1 the stipend will be prorated for the remainder of that fiscal year.

Section 2.06 – Holidays

Employees who work 20 hours or more per week, with a duty year of 52 weeks, shall be entitled to the following ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day (if designated as a school holiday), Memorial Day, Christmas Eve Day, and Good Friday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the immediate supervisor.

Section 2.07 – Uniforms

The annual allotment for uniforms for each employee will be up to five shirts of the employee's choice and eligibility to receive \$400 taxable stipend each year for the purposes of purchasing pants, shoes, coat or other work clothing. School district uniforms must be worn at all times when school is open to the public or to students.

Damaged uniforms may be replaced at the discretion of the school district upon request. It shall be the responsibility of the employee to launder his/her uniforms.

Section 2.08 – Hours of Work and Overtime Pay

The basic work week shall consist of forty (40) hours. Working hours shall be determined by the school administration. Coordinators shall be paid on the basis of one and one-half (1.5) times the base hourly rate for work beyond the basic work week of forty (40) hours. If called back to work outside of the regular work schedule, there shall be a two (2) hour guaranteed minimum of time, and hours worked outside the regular work schedule for call back purposes shall be paid at 1.5 times the base hourly rate. Coordinators shall be paid on the basis of two (2) times the base hourly rate for work on Sundays or holidays.

No overtime shall be paid unless it has been specifically authorized by the Superintendent or his/her designee.

Section 2.09 - Travel

Necessary and approved transportation that is required of the employee in the performance of school duty shall be at the expense of the School District. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

Section 2.10 - Professional Improvement

The employee will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by their immediate supervisor. The School District shall pay for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by their immediate supervisor.

Section 2.11 – Professional Membership Dues

The School District shall pay the annual membership dues for the employee for relevant professional organizations approved by the district.

Section 2.12 - Vandalism Reimbursement

The School District shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

ARTICLE III VACATION/LEAVES

Section 3.01 – Vacation

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for vacation.

Vacations for employees working 52 or more weeks per year shall be as follows:

Year of Service in <u>District</u>	Number of Vacation <u>Days</u>
1 – 5	15
After 5 Years	20

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1st), however, vacation is considered earned on a monthly basis. Individuals hired after July 1st will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 50 or more weeks per year.

Unused vacation must be taken within one year following the contract year in which it was earned. Vacation use will be scheduled with and approved by their immediate supervisor using the District's substitute/leave management system.

If an employee provides at least two (2) weeks advance notice prior to leaving employment with the district, he/she shall be entitled to receive payment for any unused, earned vacation days earned prior to separation.

Employees working fewer than 52 weeks per year shall not receive vacation.

Section 3.02 - Sick Leave

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for sick leave.

Employees shall receive sick leave at the rates listed below to a maximum accumulation of 228 days:

Employees working a duty year of less than 50 weeks	10 days/year
Employees working a duty year of 50 weeks or more	12 days/year

Sick leave shall be available to the employee at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an employee for each day of absence due to illness or injury which precludes the employee from performing the duties of his/her position. Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child, or another individual as allowed by Minnesota Law which prevented the employee's attendance at work on that day or days.

Any employee who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. Any employee absent more than five (5) consecutive working days must present such certification. If certification is required for an absence of fewer than six (6) days, the District will designate the physician and pay his/her fee. Charges for certification of absences greater than five (5) consecutive working days will be the responsibility of the District unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

There shall be no payment for unused, earned sick leave balances upon termination or separation of employment, for any reason, with the School District.

Section 3.03 – Disaster Leave

The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

Section 3.04 – Bereavement Leave:

Employees may be allowed up to ten (10) days per year of leave with pay in case of death.

Bereavement leave may be used in the case of a death of family or friends. A deduction of these days will be made from sick leave.

Section 3.05 – Personal Leave

The employee shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor using the District's substitute/leave management system. A deduction of these days will be made from sick leave.

Section 3.06 - Leave of Absence Without Pay

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, subject to the requirements of applicable law.

Section 3.07 - Child Care Leave and Adoption Leave

A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.

B. An employee making application for unpaid child care leave shall inform the superintendent in writing of his/her intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances. The superintendent and the employee will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 3.02 is available for any period of disability associated with the pregnancy prior to the commencement of the child care leave.

D. The availability of a suitable replacement may also be considered by the school district in both the granting of a child care leave or the duration of such leave.

E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

- (1) grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.
- (2) permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

F. An employee returning from child care leave shall have a right to return to his or her original position as specified in the employee's child care leave plan if the employee's leave is commenced and concluded within the same fiscal year.

G. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.

H. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this document at the commencement of the leave. The employee shall accrue additional experience credit or leave time during the period of absence for child care leave only if the leave commences and ends within the same fiscal year.

Section 3.08 – Religious Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.09 – Judicial Duty

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the Director of Buildings & Grounds is required to permit the scheduling of a substitute, if required. An employee is also required to notify the Director of Building & Grounds immediately upon being excused from judicial duty.

Section 3.10 – Superintendent's Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

Section 3.11 – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the employee's sick leave allowance.

ARTICLE IV INSURANCE

Section 4.01– Insurance Eligibility

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for group insurance coverage.

Section 4.02 – District Obligation

The District's only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 4.03 - Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The effective date for employer contributions shall be January 1 of each year of this agreement.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Master Agreement.

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single or family coverage. The effective date for employer contributions shall be January 1 of each year of this agreement.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Master Agreement.

Section 4.05 - Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$100,000 of coverage for each eligible employee. The eligible employees may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4.06 - Long-Term Disability Insurance

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

Section 4.07 - Liability Insurance

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 - Duration of Insurance Contribution

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under other provisions of this manual. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V LONGEVITY

Section 5.01 - Longevity

	<u>2020-21</u>	<u>2021-22</u>
After completion of 6 years of employment:	\$550	\$550
7-12 years of employment inclusive:	\$800	\$800
13-19 years of employment inclusive:	\$1,200	\$1,200
20 years or more of employment:	\$1,500	\$1,500
After 30 years' employment:	\$2,000	\$2,000

Section 5.02 - Longevity Pay Schedule

The longevity amounts are on an annual basis and are to be paid in addition to the basic salary. Longevity increments will be divided equally over 24 pay periods during the fiscal year, beginning July 1 each year. All longevity pay will be based on the latest hiring date in cases of broken service.

ARTICLE VI RETIREMENT

Section 6.01 - Retirement Insurance

If the employee retires upon attaining age fifty-five (55) or thereafter and has at least ten (10) years experience in the School District, they may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The employee may continue participation in the District's group term life insurance plan according to provisions of Section 4.05 at the employee's own expense until the employee is eligible for Medicare. The District shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as if employed but not more than 80% of the health and hospitalization insurance premium, for three (3) years from the date of retirement.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611.

Section 6.02– 403(b) District Matching Plan

Each year by October 1, employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee's contribution to a 403 (b) plan up to \$2,500 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account. Maximum lifetime district contribution will be \$25,000.

APPENDIX A

**SALARIES AND DUTY YEAR
2020-21**

Position	Duty Year	Salary
Grounds Coordinator	52 weeks	\$64,376
Maintenance Coordinator	52 weeks	\$64,376
Master Electrician	52 weeks	\$84,967
Assistant Groundskeeper/Floating Substitute	52 Weeks	\$25.93/hour

APPENDIX B

**SALARIES AND DUTY YEAR
2021-22**

Position	Duty Year	Salary
Grounds Coordinator	52 weeks	\$66,648
Maintenance Coordinator	52 weeks	\$66,648
Master Electrician	52 weeks	\$87,966
Assistant Groundskeeper/Floating Substitute	52 weeks	\$26.85/hour

Steps for Services

Step	Amount
1	\$500
2	\$1,000
3	\$1,500
4	\$2,000

Head Custodians

NORTHFIELD PUBLIC SCHOOLS

POLICY DOCUMENT

COVERING

WAGES, WORKING CONDITIONS AND FRINGE BENEFITS

OF

BUILDING HEAD CUSTODIANS

**Policy Extends from
July 1, 2020, through June 30, 2022**

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the teacher Continuing Contract Law or the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 – Basic Services

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 – Policy

This policy is in effect from July 1, 2020, through June 30, 2022. In the event a successor Policy is not approved prior to the expiration of this Policy, the head custodian shall be compensated according to his/her current rate until a successor Policy is approved by the Board of Education.

ARTICLE II RATES OF PAY AND OTHER COMPENSATION

Section 2.01 - Base Hourly Rate

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2020-21:	24.96	25.37	25.79	26.21	26.65	27.09
2021-22:	25.83	26.25	26.69	27.13	27.58	28.03

Step placement of new head custodians shall be recommended by the Superintendent or his/her designee and approved by the Board of Education.

Step changes shall take effect at the beginning of the fiscal year. In order for an employee to advance to a succeeding step on the schedule, he/she must have been employed by the district for more than half of the preceding work year.

Section 2.02 - Building Responsibility Stipends

	<u>2020-21</u>	<u>2021-22</u>
Northfield Community Education Center	\$3,500 per year	\$3,500 per year
Sibley Elementary School	\$3,500 per year	\$3,500 per year
Bridgewater Elementary School	\$3,500 per year	\$3,500 per year
Greenvale Park Elementary School	\$3,500 per year	\$3,500 per year
Middle School	\$5,000 per year	\$5,000 per year
High School	\$5,250 per year	\$5,250 per year

Section 2.03 - License Stipend

1st Class License	\$2,100 per year
Chief License	\$2,775 per year

The District will allow paid professional meeting time for the employee to attend required license renewal classes. However, the District will not pay the class fee on behalf of the employee.

Section 2.04 - Supplement for Indoor Swimming Pool Maintenance:

Swimming Pool Maintenance	\$500 per year
Primary Swimming Pool Maintenance	\$1,000 per year

In order to qualify for this stipend, the employee must hold current pool and spa operator certification as required by the State of Minnesota.

The District will allow paid professional meeting time for the employee to attend required license renewal classes. However, the District will not pay the class fee on behalf of the employee.

Section 2.05 - Uniforms:

The annual allotment for uniforms for each head custodian will be up to five shirts of the custodian's choice. Head Custodians will receive \$400 taxable stipend each year for the purposes of purchasing pants, shoes, coat or other work clothing. School district uniforms must be worn at all times when school is open to the public or to students. Damaged uniforms may be replaced at the discretion of the school district upon request. It shall be the responsibility of the head custodian to launder his/her uniforms.

HOURS OF WORK, BUILDING CHECKS, AND OVERTIME PAY

Section 2.06 - Work Week/Duty Year/Weekend and Holiday Building Checks:

Work Week: The basic work week shall consist of forty (40) hours. The regular work week shall be five (5) consecutive days - Monday through Friday, except in emergency circumstances or as mutually agreed between the employer and employee. Working hours shall be determined by the school administration.

Duty Year: The duty year for head custodians shall be fifty-two (52) weeks as provided herein, and the head custodians shall perform services on those legal holidays on which the School Board so determines. They shall be on duty during any emergency, natural or unnatural, unless they are otherwise excused in accordance with School Board or administrative policy.

Weekend and Holiday Building Checks: The head custodians will be responsible for the weekend and holiday building checks. These checks will be done throughout the calendar year, one each Saturday, one each Sunday, and one each holiday. In the event that the head custodian cannot make his/her scheduled check, he/she will be responsible for arrangements with another qualified school employee to perform the required check. Compensation shall be made at the rate of time and one-half times the base hourly rate on Saturdays and at the rate of time and two times the base hourly rate on Sundays and holidays for the approximate amounts of time listed below. Compensation will be from the time the head custodian punches in at the first building until the time he/she punches out at the last building checked.

Northfield Community Education	
Center	30 minutes
Longfellow	30 minutes
Elementary Buildings:	30 minutes
Middle School, including pool:	60 minutes
High School:	60 minutes

Repairs will be made during building checks only if there is an immediate need and they cannot be delayed until the regular work day. Compensation for time spent on repairs that is beyond the time allotted for the routine building check shall be in accordance with provisions for overtime in Section 4.

Section 2.07 - Overtime:

Head custodians shall be paid on the basis of one and one-half (1.5) times the base hourly rate for work beyond the basic work week of forty (40) hours. If called back to work outside of the regular working schedule and routine building checks, there shall be a two-hour guaranteed minimum of time. Head custodians shall be paid on the basis of two (2) times the base hourly rate for work on Sundays provided the work is beyond the normal 40-hour work week.

No overtime shall be paid unless it has been specifically authorized by the Director of Buildings & Grounds or his/her designee.

Section 2.08 - Holidays:

Head custodians shall be granted the following paid holidays:

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Presidents' Day, if designated as a holiday by Board
Friday following Thanksgiving	Good Friday, if designated as a holiday by Board
Christmas Eve Day	Memorial Day

In those school years where Good Friday and/or Presidents' Day are not designated as holidays by the Board of Education in the approved school calendar, one day each may be taken in lieu of Good Friday and/or Presidents' Day subject to approval by the Director of Buildings & Grounds.

Section 2.09 - Professional Development:

Professional development activities such as workshops, classes, and training sessions may be provided on a group or individual basis within budget allocations at the discretion of the Director of Building and Grounds.

ARTICLE III LEAVES

Section 3.01 – Vacations:

Head custodians will be granted the following vacation days with pay:

1 through 5 years of service	15 days
After 5 years of service	20 days

Requests for vacation shall be submitted to the Director of Buildings & Grounds using the District's substitute leave system at least three days in advance except in the case of emergency circumstances. Vacation may not be taken before it is earned unless otherwise approved by the Director of Human Resources.

Vacation days will be lost unless they are taken within twelve (12) months after the year in which they were earned. Vacation benefits shall not accrue during any period of absence that extends beyond one calendar month for reasons other than vacation or military leave.

Section 3.02 - Sick Leave:

Head custodians shall earn sick leave at the rate of one (1) day for each month of service in the employ of the school district.

Unused sick leave days may accumulate to a maximum of two hundred twenty-eight (228) days. Accumulated leave days shall be based on the current percentage of the day worked.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child, or another individual as allowed by Minnesota Law which prevented the employee's attendance at work on that day or days.

If workers' compensation is paid during a period of sick leave, the total of the workers' compensation plus sick leave is to be no greater than the employee's salary.

Sick leave will no longer be used when the head custodian qualifies for income protection insurance.

The school district may require an employee to furnish a medical statement from a qualified physician as evidence of illness in order to qualify for sick leave pay. Final determination as to the eligibility of an employee for sick leave pay is reserved to the employer.

Bereavement Leave: Employees may be allowed up to a total of ten (10) days per year of leave with pay in case of death. Bereavement leave may be used in the case of a death of family members or friends.

Time off for bereavement shall be deducted from unused sick days.

Section 3.03 - Child Care Leave:

Provisions for child care leave shall be the same as those established for custodians.

Section 3.04 - School Conference and Activities Leave:

In accordance with the provisions of MS.181.9412, the District will provide each custodian with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the head custodian's sick leave allowance.

Section 3.05 - Personal Leave:

Head custodians may be granted a leave at the discretion of the school district of no more than two (2) days per year, noncumulative, and with no loss in pay, the days used to be deducted from unused sick leave.

Requests for personal leave must be made to the District's substitute/leave system at least three (3) days in advance, except for emergencies.

Section 3.06 - Health Leave:

A leave of absence without pay for reason of personal health for periods not to exceed one year, subject to renewal, may be granted by the Board of Education upon presentation of evidence of need and upon exhaustion of the employee's sick leave.

Section 3.07 - Judicial Duty:

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the Director of Buildings & Grounds is required to permit the scheduling of a substitute, if required. An employee is also required to notify the Director of Building & Grounds immediately upon being excused from judicial duty.

ARTICLE IV GROUP INSURANCE

Section 4.01 - Eligibility:

Employees regularly scheduled to work 20 hours per week or more shall be eligible for group insurance contained in this Article.

Section 4.02 - Health and Hospitalization Insurance:

Eligible employees and their spouse and dependent children may participate in the district health and hospitalization insurance plan. The school district will contribute toward the premium as listed below. The selection of the insurance carrier and policy shall be made by the school district as provided by law. The amounts below will be prorated for employees who work less than full time. The effective date for new fiscal year employer contributions shall be January 1 of each year of this agreement.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Master Agreement.

An employee who has at least ten (10) years of employment with Northfield Public Schools and retires upon attaining the age of fifty-five (55) or thereafter may elect to continue coverage under the group health and hospitalization insurance plan until eligible for Medicare or a period provided by applicable laws. The employee shall be responsible to pay the full premium amount with the following exception. The School District shall contribute toward the premium under the same conditions as an employed head custodian, but not more than 80% of the premium amount, three (3) years.

Once a retired employee becomes eligible for Medicare the retired employee's coverage will convert to a Medicare supplement policy. Such policy (when combined with Medicare) will at a minimum be equivalent coverage to the group health and hospitalization plan offered to active employees and retired employees who are not eligible for Medicare.

In the event a retired employee and his or her dependent(s) become eligible for Medicare at different times, the individual insured will be converted to the Medicare supplement policy upon becoming eligible. At such time as there is only one other insured remaining on the family group health plan, he/she will be converted to a single policy under the group health plan until they become eligible for Medicare. If dependent children are covered under the group health plan they will be eligible to continue coverage until such time that the last parent covered on the group health plan becomes eligible for Medicare.

Once the retired employee or their dependent(s) obtain Medicare eligibility, the District shall contribute up to \$400.00 toward the monthly premium of the Medicare supplement plan for the remainder of the contribution period as defined above.

When the retiree becomes eligible for Medicare, the retiree must be in compliance with M.S. 471.611.

Section 4.03 - Income Protection Insurance:

Income protection insurance shall be provided each eligible employee. The premium will be paid by the school district. There shall be a 60-day waiting period before the disability income protection goes into effect. The plan will pay 2/3 of the employee's base salary at the time of disability. Such disability payment will be coordinated with social security, PERA, or any other public retirement plans that may provide the same type of coverage.

Section 4.04 - Life Insurance:

The employer will provide group term life insurance coverage for each head custodian in the amount of \$50,000. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4.05 - Dental Insurance:

The rate of school district payment for coverage for eligible employees shall be as follows. The effective date for new fiscal year employer contributions shall be January 1 of each year of this agreement.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Master Agreement.

Section 4.06 - Claims Against the School District:

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4.07 - Duration of Insurance Contribution:

Upon discontinuance of employment, all district participation and contribution shall cease effective on the last working day. However, employees may be continued in the group for a period following termination determined by the insurance carrier and applicable laws if the employee pays the entire premium amount.

**ARTICLE V
LONGEVITY**

Section 5.01 - Longevity Pay:

Longevity pay will be paid on the basis of the following schedule:

	<u>2020-21</u>	<u>2021-22</u>
After completion of 6 years of employment:	\$650	\$650
7-12 years of employment inclusive:	\$850	\$850
13-19 years of employment inclusive:	\$1,000	\$1,000
20 years or more of employment:	\$1,200	\$1,200

Section 5.02 – Longevity Pay Schedule:

The longevity amounts are on an annual basis and are to be paid in addition to the basic salary. Longevity increments will be divided equally over 24 pay periods during the fiscal year, beginning July 1 each year. All longevity pay will be based on the latest hiring date in cases of broken service.

**ARTICLE VI
RETIREMENT**

Section 6.01 – 403(b) Matching Plan:

Each year by October 1, eligible employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee's contribution to a 403(b) plan up to \$3,000 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account.

**ARTICLE VII
VACANCIES**

In the event of a head custodian job opening, the job shall be announced on the District job posting for a period of five (5) working days. The Board of Education shall have the right to select and assign all head custodians within the system.

ARTICLE VIII RESIGNATIONS

Employees electing to resign shall be required to give the employer at least two (2) weeks notice and shall continue at work during this two-week period with the understanding that the employee may leave sooner if a suitable replacement is obtained. If an employee provides at least two (2) weeks advance notice prior to leaving employment with the district, he/she shall be entitled to receive payment for any unused vacation days earned prior to separation.

ARTICLE IX GRIEVANCE PROCEDURE

Section 9.01 - Definitions:

Grievance: A grievance under this procedure is a claim by a covered employee that there has been a violation, misinterpretation or misapplication of any term or terms of any covered employee contract required under Minnesota Statutes or any attachment hereto.

Days: "Days" mean calendar days excluding Saturday, Sunday or legal holidays as defined by Minnesota Statutes.

Service: "Service" means personal service or by certified mail.

Reduced to Writing: "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Answer: "Answer" means a concise response outlining the School Board's position on the grievance.

Section 9.02 - Level I:

Whenever a covered employee has a grievance, he/she shall meet on an informal basis with his/her immediate supervisor in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the employee, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the first informal meeting, the grievance may be reduced to writing by the employee and served upon the Superintendent or his/her designee. Service must be made within fifteen (15) days of the last informal meeting.

The Superintendent or his/her designee shall, within five (5) days of receipt of the written grievance, serve his/her answer upon the employee.

Section 9.03 - Level II:

If the grievance is not satisfactorily resolved at Level I, it may be appealed to Level II by serving a notice of appeal on the Superintendent or his/her designee within five (5) days after receipt of the written disposition of the grievance at Level I. The Superintendent or designee shall meet with the grievant within seven (7) days after receipt of the written appeal from Level I or a grievance initiated at Level II. The parties shall endeavor to mutually resolve the grievance. If a resolution to the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties. If no agreement is reached within ten (10) days of the first Level II meeting, the grievant may elect to appeal the grievance to Level III by serving a proper notification on the Clerk of the School Board. The

notification shall contain a concise statement indicating the intention of the party to proceed with the grievance, an outline of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Section 9.04 - Level III:

The School Board shall meet with the employee within twenty (20) days after receiving notice of intention to proceed with the grievance pursuant to Level II. If resolution of the grievance results, the parties shall reduce the resolution to writing and sign it. If the parties are unable to reach agreement within ten (10) days after the first Level III meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Section 9.05 - Level IV:

The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to PELRA, a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of a list of arbitrators, the parties shall alternately strike names from the list until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

Upon appointment of the arbitrator, the employee shall, within five (5) days after the notice of appointment, forward to the arbitrator, with a copy to the School Board, the substance of the grievance which shall include the following:

1. The issue involved.
2. Statement of the facts.
3. Position of the grievant.
4. The written documents developed in the first three levels of the grievance procedure.

The School Board is to make a similar submission of information; it shall also be done within five (5) days after the notice of appointment of the arbitrator, with copies to the covered employee.

The Board and the employee shall not be permitted to assert in such arbitration procedure any grievance or to rely on any evidence not previously disclosed to either party prior to five (5) days of the arbitration hearing.

The arbitrator shall not have the power to add, to subtract from, or to modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Each party shall bear its own expenses in connection with arbitration including expenses relating to the parties' representatives, witnesses, and any other expenses that the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same (or shared mutually if agreeable) and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Section 9.06 – Processing of Grievances:

Processing of all grievances shall occur after the close of the employees' workday whenever possible. If this is not possible, employees shall not lose wages during their necessary participation in the grievance proceeding.

The parties, by mutual agreement, may waive any step and/or extend any time limits in the grievance procedure. Provided, however, that failure to adhere to the time limits shall result in a forfeit of the grievance or, in the case of the School Board or its designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the grievant.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Section 9.07 –No Reprisals:

No reprisals of any kind shall be taken by the School Board or the school administration against any employee because of his/her participation in this grievance procedure.

Section 9.07 - Election of Remedies and Waiver:

A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Policy, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article or, if the grievance is pending in the grievance procedure, the right to pursue it further. This shall not apply to actions to compel arbitration as provided in this Policy or to enforce the award of an arbitrator.

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Technology Employees

JULY 1, 2020 THROUGH JUNE 30, 2022

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 – Basic Services

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 - Duty Year/Work Day

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines. The work day shall be eight (8) hours/day.

ARTICLE II SALARIES

Section 2.01 - Compensation

The annual salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A and B.

While the District reserves the right to set salaries, it will seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

Section 2.02 – Experience Credit

Individuals employed before January 1st, who are still employed by the District on June 30th, shall for the purposes of salary increases be given credit for (1) year of experience.

Section 2.03 – Longevity

After 6 years of employment:	\$500	20 years or more of employment:	\$1,250
7-12 years inclusive:	\$750	After 30 years' employment:	\$1,500
13-19 years inclusive:	\$1,000		

The longevity amounts are on an annual basis and are to be paid in addition to the base salary. Longevity increments will be divided equally over 24 pay periods during the fiscal year, beginning July 1 each year. All longevity pay will be based on the latest hiring date in cases of broken service.

Section 2.04 - Holidays

Employees who work at least 20 hours per week, with a duty year of 52 weeks or more, shall be entitled to the following ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Presidents' Day (if designated as a school holiday), Memorial Day, Christmas Eve Day, and Good Friday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the immediate supervisor.

ARTICLE III VACATION/LEAVES

Section 3.01 - Vacation

Vacations for employees who work at least 20 hours per week, and work 52 weeks per year, shall be as follows:

Year of Service in <u>District</u>	Number of Vacation <u>Days</u>
1-13	15
14+	20

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1st), however, vacation is considered earned on a monthly basis. Individuals hired after July 1st will receive pro rata vacation.

Unused vacation must be taken within one year following the contract year in which it was earned. Vacation use will be as scheduled with and approved by their immediate supervisor. Any earned vacation days not used prior to the completion of the employee's service, will be paid to the employee at the current rate when the employee's service is completed.

Section 3.02 - Sick Leave

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for sick leave.

Employees shall receive sick leave at the rates listed below to a maximum accumulation of 228 days:

Employees working a duty year of 52 weeks: 12 days/year

Sick leave shall be available to the employee at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an employee for each day of absence due to illness or injury which precludes the employee from performing the duties of his/her position.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, or another individual as allowed by Minnesota law which prevented the employee's attendance at work on that day or days.

Any employee who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. Any employee absent more than five (5) consecutive working days must present such certification. If certification is required for an absence of fewer than six (6) days, the District will designate the physician and pay his/her fee. Charges for certification of absences greater than five (5) consecutive working days will be the responsibility of the District unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

There shall be no payment for unused, earned sick leave balances upon termination or separation of employment, for any reason, with the School District.

Section 3.03 – Disaster Leave

The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

Section 3.04 – Bereavement Leave

Employees may be allowed up to ten (10) days per year of leave with pay in case of bereavement.

1. Bereavement leave may be used in the case of a death of family members or friends.

Time off for bereavement shall be deducted from unused sick days.

Section 3.05 - Personal Leave

The employee shall be allowed two (2) personal leave days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor. A deduction of these days will be made from sick leave.

Section 3.06 - Leave of Absence Without Pay

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, subject to the requirements of applicable law.

Section 3.07 - Child Care Leave and Adoption Leave

A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.

B. An employee making application for unpaid child care leave shall inform the superintendent in writing of his/her intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances. The superintendent and the employee will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 3.02 is available for any period of disability associated with the pregnancy prior to the commencement of the child care leave.

D. The availability of a suitable replacement may also be considered by the school district in both the granting of a child care leave or the duration of such leave.

E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

- (1) grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.
- (2) permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

F. An employee returning from child care leave shall have a right to return to his or her original position as specified in the employee's child care leave plan if the employee's leave is commenced and concluded within the same fiscal year. If the employee's child care leave plan does not call for his or her return within the fiscal year it is commenced, the employee shall have the right to be returned to an equivalent contractual position, unless such employee has been previously terminated pursuant to the provision of M.S. 122A.40 or such employee has been placed on unrequested leave pursuant to the provisions of M.S. 122A.40.

G. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.

H. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this document at the commencement of the leave. The employee shall accrue additional experience credit or leave time during the period of absence for child care leave only if the leave commences and ends within the same fiscal year.

Section 3.08 – Religious Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.09 – Judicial Duty

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty.

Section 3.10 – Superintendent's Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

Section 3.11. – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve-month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances.

Such leave will be deducted from the employee's sick leave allowance.

ARTICLE IV INSURANCE

Section 4.01– Insurance Eligibility

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for group insurance coverage.

Section 4.02 – District Obligation

The District's only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 4.03 - Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The effective date for employer contributions shall be January 1 of each year.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Master Agreement.

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The effective date for employer contributions shall be January 1 of each year.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Master Agreement.

Section 4.05 - Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$50,000 of coverage for each eligible employee. The eligible employees may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4.06 - Long-Term Disability Insurance

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

Section 4.07 - Liability Insurance

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 - Duration of Insurance Contribution

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V OTHER BENEFITS

Section 5.01 - Travel

Necessary and approved transportation that is required of the employee in the performance of school duty shall be at the expense of the School District. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

Section 5.02 - Professional Improvement

The employee will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by their immediate supervisor. The School District shall pay for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other

educational agencies when attendance thereof is required, directed, or permitted by their immediate supervisor.

Section 5.03 – Professional Membership Dues

The School District shall pay the annual membership dues for the employee for relevant professional organizations approved by the district.

Section 5.04 - Vandalism Reimbursement

The School District shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

Section 5.05 – Vehicle Damage Stipend

The School District shall pay a Vehicle Damage Stipend of \$400 (divided over 24 pay periods) per year to each Network Manager, Assistant Network Manager and Technology Specialist to cover damage to their personal vehicles caused by transporting district technology equipment as part of their assigned duties.

ARTICLE VI
RETIREMENT 403(b) MATCHING PLAN

Section 6.01– 403(b) District Matching Plan

Each year by October 1, employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee's contribution to a 403 (b) plan up to \$2,000 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account. Maximum lifetime district contribution will be \$30,000.

**APPENDIX A
SALARIES AND DUTY YEAR
2020-21**

Position	Duty Year	Annual Salary
Network Manager*	52 weeks	\$92,143
Assistant Network Manager*	52 weeks	\$73,128
Technology Specialist* (3 positions)	52 weeks	\$62,438
Student Information Systems Specialist	52 weeks	\$76,290

*indicates exempt employee

**APPENDIX B
SALARIES AND DUTY YEAR
2021-22**

Position	Duty Year	Annual Salary
Network Manager*	52 weeks	\$93,688
Assistant Network Manager*	52 weeks	\$74,359
Technology Specialist* (3 positions)	52 weeks	\$63,482
Student Information Systems Specialist	52 weeks	\$77,556

*indicates exempt employee

STEP INCREMENTS

Steps for full-time service added to the base salary (pro-rated for part-time):

Experience	2020-22
1 st Year	\$0
2 nd Year	\$1,000
3 rd Year	\$1,500
4 th Year	\$2,000

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Certified Occupational Therapy Assistants/Speech Language Assistant

JULY 1, 2020, THROUGH JUNE 30, 2022

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 – Basic Services

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 - Duty Year

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines.

ARTICLE II SALARIES

Section 2.01 - Compensation

The annual salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A and B.

While the District reserves the right to set salaries, it may seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

Section 2.02 – Experience Credit

Individuals employed before January 1st, who are still employed by the District on June 30th, shall for the purposes of salary increases be given credit for (1) year of experience.

ARTICLE III LEAVES

Section 3.01 - Sick Leave

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for sick leave.

Employees shall receive sick leave at the rates listed below to a maximum accumulation of 228 days:

Employees working a duty year of less than 50 weeks	10 days/year
Employees working a duty year of 50 weeks or more	12 days/year

Sick leave shall be available to the employee at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an employee for each day of absence due to illness or injury which precludes the employee from performing the duties of his/her position. Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child, or another individual as allowed by Minnesota Law which prevented the employee's attendance at work on that day or days.

Any employee who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. Any employee absent more than five (5) consecutive working days must present such certification.

There shall be no payment for unused, earned sick leave balances upon termination or separation of employment, for any reason, with the School District.

Section 3.02 – Disaster Leave

The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

Section 3.03 – Bereavement Leave

Employees may be allowed up to ten (10) days per year of leave with pay in case of death. Bereavement leave may be used in the case of a death of family or friends.

Section 3.04 - Personal Leave

The employee shall be allowed two (2) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor. A deduction of these days will be made from sick leave.

Section 3.05 - Leave of Absence Without Pay

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, subject to the requirements of applicable law.

Section 3.06 - Child Care Leave and Adoption Leave

- A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.
- B. An employee making application for unpaid child care leave shall inform the superintendent in writing of his/her intention to take the leave at least two calendar months before commencement of the intended leave, except in unusual circumstances. The superintendent and the employee will attempt to work out a satisfactory plan for the leave.
- C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a statement indicating the expected date of the delivery. Sick leave under Section 3.02 is available for any period of disability associated with the pregnancy prior to the commencement of the child care leave.
- D. The availability of a suitable replacement may also be considered by the school district in both the granting of a child care leave or the duration of such leave.
- E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

- (1) grant any leave more than six (6) months in length or at the beginning of the school year following such six (6) month period.
- (2) permit the employee to return to his or her employment prior to the date designated in the request for child care leave.

F. An employee returning from child care leave shall have a right to return to his or her original position as specified in the employee's child care leave plan if the employee's leave is commenced and concluded within the same fiscal year. If the employee's child care leave plan does not call for his or her return within the fiscal year it is commenced, the employee shall have the right to be returned to an equivalent contractual position, unless such employee has been previously terminated pursuant to the provision of M.S. 122A.40 or such employee has been placed on unrequested leave pursuant to the provisions of M.S. 122A.40.

G. Failure of the employee to return pursuant to the date determined under this Section shall constitute grounds for termination unless the school district and the employee mutually agree to an extension in the leave.

H. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this document at the commencement of the leave. The employee shall accrue additional experience credit or leave time during the period of absence for child care leave only if the leave commences and ends within the same fiscal year.

Section 3.07 – Religious Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.08 – Judicial Duty

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty.

Section 3.09 – Superintendent's Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

Section 3.10 – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours.

One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the employee's sick leave allowance.

ARTICLE IV INSURANCE

Section 4.01– Insurance Eligibility

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for group insurance coverage.

Section 4.02 – District Obligation

The District's only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 4.03 - Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The effective date for employer contributions shall be January 1 each year.

The employer will contribute the same amount toward the monthly health insurance plan premium for single and family coverage as exists in the District's agreement for teachers with the Northfield Education Association if the employee wishes to enroll in the plan.

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single or

family coverage. The effective date for employer contributions shall be January 1 each year.

The employer will contribute the same amount toward the monthly health insurance plan premium for single and family coverage as exists in the District's agreement for teachers with the Northfield Education Association if the employee wishes to enroll in the plan.

Section 4.05 - Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$35,000 of coverage for each eligible employee. The eligible employees may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4.06 - Long-Term Disability Insurance

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

Section 4.07 - Liability Insurance

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 - Duration of Insurance Contribution

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under other provisions of this manual. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V
OTHER BENEFITS

Section 5.01 - Travel

Necessary and approved transportation that is required of the employee in the performance of school duty shall be at the expense of the School District. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

Section 5.02 - Professional Improvement

The employee will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by their immediate supervisor. The School District shall pay for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by their immediate supervisor.

Section 5.03 – Professional Membership Dues

The School District shall pay the annual membership dues for the employee for relevant professional organizations approved by the district.

APPENDIX A
SALARIES AND DUTY YEAR
2020-2021

Position	Duty Year	Salary
Speech Language Assistant	Student Days	\$26.55/hour

APPENDIX B
SALARIES AND DUTY YEAR
2021-2022

Position	Duty Year	Salary
Speech Language Assistant	Student Days	\$27.35/hour

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

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

BE IT RESOLVED by the School Board of Independent School District No. 659, that pursuant to M.S. 122A.40, Subdivision 5, that the teaching contract of {NAME}, a probationary teacher in Independent School District No. 659, is hereby terminated at the close of the current 2019-2020 school year.

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

NOTICE OF TERMINATION AND NON-RENEWAL

Dear {NAME}:

You are hereby notified that at the regular meeting of the School Board of Independent School District No. 659 held on April 27, 2020, a resolution was adopted by majority vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2020-2021 school year. Said action of the Board is taken pursuant to Minnesota Statutes 122A.40, Subdivision 5.

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

Yours very truly,

SCHOOL BOARD OF INDEPENDENT
SCHOOL DISTRICT NO. 659

Dated this 27th day of April, 2020.

Julie Pritchard, Chairperson

Valori Mertesdorf, Deputy Clerk



Construction Update No. 25
Presented to the Board on 04.27.2020
Matt Hillmann, Ed.D., Superintendent of Schools

Purpose: The purpose of the construction update summary at each Board meeting is to provide information regarding the five construction projects authorized by the public in November 2018. You can view a full history of the construction updates at www.northfieldschools.org/construction.

Project	Expected Project Cost	Expected Start Date	Expected Completion Date
Bridgewater Elementary	\$2.13 million	June 2019	✓
Greenvale Park (new)	\$27.62 million	August 2019	August 2020
Sibley Elementary	\$7.38 million	November 2019	August 2020
GVP Early Childhood Center (remodeling)	\$859,000	June 2020	August 2020
Longfellow School (remodeling)	\$837,000	September 2020	December 2020

April 2020

- ☐ Interactive tour of GVP available
 - First Floor: <https://my.matterport.com/show/?m=5wdu9R9CARE>
 - Second Floor: <https://my.matterport.com/show/?m=rDma8PEkhZQ>
- ☐ Audio visual bids are due on April 28 and the opening will occur at 3:00 p.m. on April 28 via video conference.
- ☐ The Longfellow renovation bids were approved at the April 13, 2020 school board meeting.