

**INDEPENDENT SCHOOL DISTRICT NO. 659**  
**REGULAR SCHOOL BOARD MEETING**

Monday, January 24, 2022 ~ Regular Board Meeting  
Northfield District Office Boardroom

Zoom Link: <https://northfieldschools-org.zoom.us/j/83170150621?pwd=d2pZakc5YUsvR2RucDVsZmgYSThndz09>  
Passcode: 441349

**AGENDA**

1. Call to Order
2. Agenda Approval/Table File
3. Public Comment
4. Announcements and Recognitions
5. Items for Discussion and Reports
  - a. Results of the 2022A General Obligation Facilities Maintenance Bond Sale
  - b. Demographic Study Report
  - c. Summary of Superintendent's Mid-Year Evaluation
  - d. Semi-Annual Fundraising Report
  - e. Revised 2022-23 School Year Calendar
  - f. Policy Recommendations
  - g. Superintendent Operations and COVID-19 Update
6. Committee Reports
7. Consent Agenda
  - a. Minutes
  - b. Gift Agreement
  - c. Personnel Items
8. Items for Individual Action
  - a. Resolution Relating to General Obligation Facilities Maintenance Bonds, Series 2022A; Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment Thereof
  - b. Policy 460
  - c. COVID-19 Safety Protocols Exit Criteria 2021-22
  - d. Resolution Requiring Administration to Make Recommendations Regarding Programming and Staffing for Next Year
9. Items for Information
  - a. Committee Assignments
10. Future Meetings
  - a. Monday, February 14, 2022, 6:00 p.m., Regular Board Meeting
  - b. Monday, February 28, 2022, 6:00 p.m., Regular Board Meeting
  - c. Monday, March 14, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
11. Adjournment

**NORTHFIELD PUBLIC SCHOOLS**  
**MEMORANDUM**

Monday, January 24, 2022 ~ Regular Board Meeting  
Northfield District Office Boardroom

<https://northfieldschools-org.zoom.us/j/83170150621?pwd=d2pZakc5YUsvR2RucDVsZmqySThndz09>

Passcode: 441349

TO: Members of the Board of Education  
FROM: Matthew Hillmann, Ed.D., Superintendent  
RE: Explanation of Agenda Items for Monday, January 24, 2022, Regular School Board Meeting

1. Call to Order
2. Agenda Approval/Table File
3. Public Comment  
Public comment for this school board meeting may be made in person at the beginning of the meeting and must comply with the district's public comment guidelines.
4. Announcements and Recognitions
5. Items for Discussion and Reports
  - a. Results of the 2022A General Obligation Facilities Maintenance Bond Sale. Shelby McQuay with Ehlers, Inc. will review the results of the 2022A general obligation facilities maintenance bond sale. The board will be asked to approve the resolution awarding the sale.
  - b. Demographic Study Report. Hazel Reinhardt will present the results of the district's demographic study and enrollment projections.
  - c. Summary of Superintendent's Mid-Year Evaluation. Board Chair Claudia Gonzalez-George will share her summary of the superintendent's mid-year performance evaluation. A copy of the summary is enclosed.
  - d. Semi-Annual Fundraising Report. Director of Finance Val Mertesdorf will review the fundraising report as required by Policy 713 Student Activity Accounting.
  - e. Revised 2022-23 School Year Calendar. Superintendent Hillmann will present a revision to the 2022-23 school year calendar.
  - f. Policy Recommendations. Dr. Hillmann will present updates to policies 503, 515, 524.2, and 534. These policies have been revised and reflect federal and state statutory changes, recent court decisions, and align with the model policies provided by MSBA.
  - g. Superintendent Operations and COVID-19 Update. Dr. Hillmann will provide an update about district operations, and local and county COVID-19 data.
6. Committee Reports  
Board member Julie Pritchard will share the Legislative Action Committee report.
7. Consent Agenda  
**Recommendation:** Motion to approve the following items listed under the Consent Agenda
  - a. Minutes
    - Minutes of the Organizational School Board meeting held on January 10, 2021
    - Minutes of the Regular School Board meeting held on January 10, 2021

- b. Gift Agreement
  - \$4,506.16 from Cannon Strength, LLC for the JV softball scoreboard
- c. Personnel Items
  - i. Appointments
    1. Alison Flannery, General Ed EA for 1.25 hours/day for 4 days/week at Greenvale Park, beginning 1/18/2022-6/9/2022; Step 1-\$15.57/hr.
    2. Mason Vatter, Event Worker at the Middle School, beginning 1/18/2022; Student \$10.33/hr.
    3. Nina Vo, Community School Club Leader for up to 3 hours/day for 2 days/week at Greenvale Park, beginning 2/8/2022-6/3/2022; \$23.01/hr.
  - ii. Increase/Decrease/Change in Assignment
    1. Paul Bernhard, Teacher at Bridgewater, add Ski & Snowboard Club Chaperone with Community Education Recreation, effective 1/17/2022-5/31/2022; \$56.25/night stipend
    2. Katie Casson, Teacher at the High School, add Assistant Knowledge Bowl Coach at the High School, effective 2/1/2022.
    3. Ellen Mucha, Assistant Knowledge Bowl Coach at the High School, change to Head Knowledge Bowl Coach at the High School, effective 2/1/2022.
    4. Karrie Van Zuilen, Special Ed EA Bus for 2.5 hours/week at the NCEC, change to Special Ed EA Bus for 1 hour/week at the NCEC, effective 1/12/2022-6/10/2022.
    5. Winston Vermilyea, Special Ed EA at Spring Creek, add Program Supervisor with Community Education Recreation, effective 1/12/2022-5/31/2022; \$14.14/hr.
  - iii. Leave of Absence
    1. Michael Humann, Custodian Engineer w/License at the DO/ALC, Family/Medical Leave of Absence, effective 1/20/2022-2/3/2022.
    2. Mark Langevin, Teacher at the Middle School, Family/Medical Leave of Absence, effective 2/3/2022-2/17/2022.
    3. Danielle Olson, School Social Worker at NCEC, medical leave of absence beginning 2/28/2022-4/1/2022.
    4. Steve Rinderknecht, custodian at Bridgewater Elementary, FMLA leave date changed to 1/26/2022-4/15/2022.
  - iv. Retirements/Resignations/Terminations
    1. Natalie Amy, Golf Coach at the Middle School, resignation effective 1/5/2022.
    2. Katiana Trout, CNA at the Middle School, termination effective 1/11/2022.

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

## 8. Items for Individual Action

- a. Resolution Relating to General Obligation Facilities Maintenance Bonds, Series 2022A; Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment Thereof. At the November 22, 2021 meeting, the board determined to sell and issue approximately \$3,120,000 principal amount of general obligation facilities maintenance bonds. The proposals for the bond sale will be opened Monday, January 24, 2022 at 11:00 a.m. The board is asked to adopt the Resolution Relating to General Obligation Facilities Maintenance Bonds, Series 2022A; Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment Thereof.

**Superintendent's Recommendation:** Motion to approve the Resolution Relating to General Obligation Facilities Maintenance Bonds, Series 2022A; Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment Thereof.

- b. Policy 460. The board is asked to approve the policy committee's recommendation to adopt Policy 460 Remote Work as presented at the January 10, 2022 board meeting.

**Superintendent's Recommendation:** Motion to approve Policy 460 Remote Work.

- c. COVID-19 Safety Protocols Exit Criteria 2021-22. The board is asked to approve the COVID-19 safety protocols exit criteria for 2021-22 as presented.

**Superintendent's Recommendation:** Motion to approve the COVID-19 safety protocols exit criteria for 2021-22 as presented.

- d. Resolution Requiring Administration to Make Recommendations Regarding Programming and Staffing for Next Year. A copy of the resolution is enclosed. The board passes this resolution at this time each year to allow the process to begin regarding making changes in the budget. This resolution must be in place in the event that staff positions are discontinued.

**Superintendent's Recommendation:** Motion to authorize the administration to make recommendations for additions and reductions in programs and for adding or discontinuing positions.

9. Items for Information

- a. Committee Assignments. Chair Gonzalez-George will share school board members' committee assignments for the 2022 calendar year.

10. Future Meetings

- a. Monday, February 14, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- b. Monday, February 28, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- c. Monday, March 14, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

11. Adjournment

# NORTHFIELD PUBLIC SCHOOLS ISD#659

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## ENROLLMENT PROJECTIONS

Hazel H. Reinhardt

1/12/2022

# NORTHFIELD PUBLIC SCHOOLS ENROLLMENT PROJECTIONS

## Executive Summary

Since 2011-12

- The district's school age population decreased by 90 students or -2.1 percent
- Northfield Public Schools' enrollment (excluding Early Childhood) increased by 11 students or 0.3 percent
- Resident enrollment (excluding Early Childhood) decreased by 167 students or -4.7 percent
- Nonresidents make up 11.9 percent of total enrollment in 2021-22
- The market share of the Northfield Public Schools is 79.7 percent
  - The Northfield Public Schools had a net loss of 91 students to other public options in 2021-22

In ten years, that is, in 2031-32

- Northfield Public Schools' enrollment (excluding Early Childhood) is projected to range from 3,396 to 3,480 or -10.9 percent to -8.7 percent less than the 2021-22 enrollment of 3,810 students
- Kindergarten is projected to be smaller than the previous year's Grade 12, which is a continuation of the pattern of the past ten years and results from the inflow of students at Grade 6 and Grade 9
- Net in migration is projected to continue driven by the inflow of students at Grades 6 and 9

In five years, that is, in 2026-27

- K-5 enrollment projected to be 10 to 59 students smaller than in 2021-22
  - Projected kindergarten classes are affected by the lower number of births
- Middle school enrollment will decrease 88 to 98 students from its 2021-22 level
- High school enrollment will decrease 68 to 106 students in the next five years

What could occur to make these projections too high or too low

- Too high
  - Projected kindergarten is too high
  - More students chose other education options
- Too low
  - Projected kindergarten is too low
  - Residential development is faster than projected

## **COVID-19 AFFECTS**

Minnesota public school enrollment in 2020-21 was affected by the COVID-19 Pandemic. Kindergarten classes were smaller with many students either “red shirted,” not attending school or homeschooled. Kindergarten is not mandatory in Minnesota. Enrollment in the other elementary grades declined as well with students either lost to home schools or private schools. Public middle school and high school enrollment was less affected by the Pandemic.

Northfield Public Schools experienced a smaller than usual kindergarten class in 2020-21 as well, although these “missing” students appear to be back in the Northfield Public Schools in Grade 1 in 2021-22.

In 2021-22, the number of district residents being home school, while smaller than in 2020-21, remains higher than would be expected suggesting that not all Pandemic-related homeschooled students have returned to the Northfield Public Schools.

In 2021-22, fewer students transferred into Grade 9 than in previous years. At the same time, there was a net out migration of students from Grade 9 to Grade 10. Both these events are very unusual for the Northfield Public Schools; however, it is not clear whether these atypical events are related to the Pandemic or not.

# ENROLLMENT PROJECTIONS

## Introduction

Attending school is compulsory; therefore, the number of enrolled students is a demographic phenomenon. Public school enrollment is affected by the size of a school district's school age population and the education choices available to district residents. A district's school age population is closely related to other population characteristics of the district, especially the age of the district's population. For example, the age of adults, especially the number of women of prime childbearing age, effects the number of births, which translates into kindergarten classes five to six years later. The age of adults also effects population mobility because older people move less frequently than younger people. The movement of families with children under 18 years also effects enrollment and in a mobile society, enrollment changes throughout the school year as families with children move. While most population trends find expression in school districts, there is also change that is unpredictable and sometimes very local.

While population changes affect the total number of school age children residing in a school district, Minnesota students and their families have education choices. These choices also effect enrollment in a district's schools. Therefore, when analyzing public school enrollment, choice must be considered as well as population dynamics. Choice includes nonpublic schools, home schools, and the public options of open enrollment, charter schools and alternative schools. Two other choices exist: a) dropping out of high school, and b) delaying starting kindergarten (academic red shirting).

## Enrollment Trends

### Enrollment in the Northfield Public Schools

#### Current Enrollment/Past Trends

Enrollment trends play out over extended periods of time. Total enrollment increased but resident enrollment decreased since 2011-12. In the past ten years, total enrollment increased by 11 students or 0.3 percent while resident enrollment decreased by 167 students or -4.7 percent. Total enrollment increased because nonresident enrollment increased from 276 to 454 students. In 2021-22, nonresidents make up 11.9 percent of total enrollment. The percentage of nonresidents was 7.3 percent in 2011-12.

| ENROLLMENT |         |         |         |         |         |         |         |         |         |         |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2011-12    | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
| 3,799      | 3,830   | 3,818   | 3,887   | 3,906   | 3,968   | 4,015   | 3,999   | 3,953   | 3,883   | 3,810   |

Source: Northfield School District, Fall Enrollment. Excludes Early Childhood and four independent study students



| RESIDENT ENROLLMENT |         |         |         |         |         |         |         |         |         |         |
|---------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2011-12             | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
| 3,523               | 3,538   | 3,521   | 3,605   | 3,625   | 3,655   | 3,604   | 3,596   | 3,534   | 3,428   | 3,356   |

Resident enrollment is total enrollment less open enrollment in and tuition enrollment in (see page 6)

Source: Northfield School District, Fall Enrollment. Excludes Early Childhood and four independent study students

Like all population change, school enrollment changes result from two different phenomena—natural increase/decrease and net migration. The difference between the size of the incoming Kindergarten class and the previous year’s Grade 12, called natural increase or decrease, measures the change in past birth numbers or cohort change. For example, the Baby Boom (1946-1964) and the Baby Bust (1965-1976) set in motion cycles of rising and falling enrollment that are reflected as natural increase/decrease. As the next table shows, since 2011-12, Northfield Public Schools’ Kindergarten classes were smaller than the previous year’s Grade 12 every year. Natural decrease cost the Northfield Public Schools 1,001 students since 2011-12.

| COMPONENTS OF ENROLLMENT CHANGE |       |       |                           |               |
|---------------------------------|-------|-------|---------------------------|---------------|
| October To October              | Total |       | Natural Increase/Decrease | Net Migration |
|                                 | #     | %     |                           |               |
| 2011 to 2012                    | 31    | 0.8%  | -53                       | 84            |
| 2012 to 2013                    | -12   | -0.3% | -118                      | 106           |
| 2013 to 2014                    | 69    | 1.8%  | -63                       | 132           |
| 2014 to 2015                    | 19    | 0.5%  | -85                       | 104           |
| 2015 to 2016                    | 62    | 1.6%  | -97                       | 159           |
| 2016 to 2017                    | 47    | 1.2%  | -77                       | 124           |
| 2017 to 2018                    | -16   | -0.4% | -83                       | 67            |
| 2018 to 2019                    | -46   | -1.2% | -133                      | 87            |
| 2019 to 2020                    | -70   | -1.8% | -140                      | 70            |
| 2020 to 2021                    | -73   | -1.9% | -152                      | 79            |
| Total                           | 11    | ---   | -1,001                    | 1,012         |

The other phenomenon affecting school enrollment is migration, an indirectly derived estimate. Migration is the term used when people move across a boundary or border, in this case, the school district’s boundaries. Net migration is calculated by the progression from grade-to-grade of public-school students. For example, public school Kindergarten students are moved to Grade 1 in the following year, Grade 1 students to Grade 2, etc. Because the probability of death is exceptionally low among children, the same number of students is expected in the next higher grade the following year. Therefore, if the number of students changes, migration is assumed to have occurred. A positive number indicates a net flow into the public schools and a negative number reflects a net flow out of the public schools.

This method for estimating migration does not distinguish between physical movement across the district’s boundaries and education choices, such as transferring from a nonpublic school to a public school, transferring to a charter school or open enrolling in a public school outside the district. Further, students who move into or out of a school district but never enroll in the district’s public schools are not reflected in the migration numbers in this report.

Based on the described methodology, net migration added 1,012 students to the Northfield Public Schools since 2011-12. Net in migration occurred every year; however, net in migration is largely because of the inflow of students at Grade 6 and Grade 9 and is further artificially inflated by the inclusion of ALC students who tend to have more 13-year 12<sup>th</sup> graders. The combination of net migration and natural increase/decrease is the change in enrollment. In the past ten years, resident enrollment increased by 11 students because net migration was larger than the natural decrease.

### Student Choices in the Northfield School District

The number of education options available affects enrollment in a district's public schools. Nonpublic schools have been an option for many years. More recently, home schools became another option. Since their inception, public school options are attracting more students every year. Open enrollment allows residents of one district to attend the public schools in another district. Charter schools are another public option. All these choices mean competition for students.

#### Nonpublic Enrollment and Home Schools

Today, nonpublic enrollment falls into two categories—traditional nonpublic schools and home schools. Most traditional nonpublic schools are associated with religious institutions and many home school curriculums are faith based as well.

In Minnesota, 6.7 percent of all enrolled students were enrolled in traditional nonpublic schools and 2.1 percent of enrolled students were homeschooled in 2019-20. In the Northfield School District, 3.5 percent of district residents enrolled in traditional nonpublic schools. Homeschooled students accounted for another 3.5 percent of all enrolled students.

| NONPUBLIC SETTINGS |                               |              |       |
|--------------------|-------------------------------|--------------|-------|
| Year               | Traditional Nonpublic Schools | Home Schools | Total |
| 2011-12            | 235                           | 123          | 358   |
| 2012-13            | 232                           | 115          | 347   |
| 2013-14            | 185                           | 109          | 294   |
| 2014-15            | 163                           | 121          | 284   |
| 2015-16            | 158                           | 120          | 278   |
| 2016-17            | 146                           | 113          | 259   |
| 2017-18            | 140                           | 130          | 270   |
| 2018-19            | 145                           | 137          | 282   |
| 2019-20            | 153                           | 150          | 303   |
| 2020-21            | 153                           | 207          | 360   |
| 2021-22            | 128                           | 180          | 308   |

Source: Northfield School District

The proportion of ISD #659 residents in nonpublic settings is lower than the statewide percentages. Combining home school students and nonpublic students, 7.0 percent of Northfield School District residents were in nonpublic settings. In Minnesota, 8.8 percent of all students were enrolled in nonpublic settings. In the past ten years, traditional nonpublic enrollment decreased statewide while

homeschooled children increased. These two trends can be observed In the Northfield School District as well.

Public Options

Open Enrollment. Open enrollment allows Minnesota students to attend public schools outside their district of residence. The application to open enroll is made by the student and his/her parents and families generally provide their own school transportation. No tuition is charged.

Some students attend public schools outside their home district because their home district enters into an agreement with another district, usually to provide specialized services. This is called a tuition agreement, but this arrangement is not technically a student choice.

Since its beginning, open enrollment has attracted more and more students statewide and in the Northfield School District. In 2019-20, 419 nonresident students enrolled in the Northfield Public Schools while 227 district residents attended public schools elsewhere. In 2021-22, 454 nonresidents enrolled in the Northfield Public Schools while 258 residents attend a public school elsewhere through open enrollment.

| PUBLIC OPTIONS |                 |                    |                 |                    |                 |      |
|----------------|-----------------|--------------------|-----------------|--------------------|-----------------|------|
| Year           | In              |                    | Out             |                    |                 | Net  |
|                | Open Enrollment | Tuition Agreements | Open Enrollment | Tuition Agreements | Charter Schools |      |
| 2011-12        | 276             |                    | 164             |                    | 254             | -142 |
| 2012-13        | 292             |                    | 191             |                    | 300             | -199 |
| 2013-14        | 297             |                    | 193             |                    | 268             | -164 |
| 2014-15        | 282             |                    | 187             |                    | 288             | -193 |
| 2015-16        | 281             |                    | 179             |                    | 272             | -170 |
| 2016-17        | 313             |                    | 182             |                    | 278             | -147 |
| 2017-18        | 411             |                    | 189             |                    | 280             | -58  |
| 2018-19        | 403             |                    | 220             |                    | 278             | -95  |
| 2019-20        | 419             |                    | 227             |                    | 262             | -70  |
| 2020-21        | 455             |                    | 237             |                    | 278             | -60  |
| 2021-22        | 454             |                    | 258             |                    | 287             | -91  |

Any tuition agreement students are in open enrollment numbers

Source: Northfield School District

Nonresident students who open enrolled in the Northfield Public Schools accounted for 10.6 percent of Northfield’s total enrollment in 2019-20. Students leaving the district to attend public schools elsewhere represented 5.2 percent of the district’s school age residents. In 2019-20, 8.7 percent of Minnesota students chose open enrollment.

Charter Schools. Charter schools are another public education option. While 6.4 percent of Minnesota students attended charter schools in 2019-20, 6.1 percent of Northfield School District residents attended charter schools.

As the education choice data show, in 2021-22, the district has a net loss of 91 students to other public options. Open enrollment both in and out continues to increase as has charter school enrollment.

### K-12 Market Share of District School Age Residents

Estimating market share requires an estimate of a school district’s school age population. The best estimate results from adding Northfield Public Schools’ resident students to the district residents attending traditional nonpublic schools, being homeschooled, and opting for open enrollment out, charter schools and other public options.

Based on 2011-12 and 2021-22, the estimated resident school age population decreased from 4,299 to 4,209 students, a decrease of 90 students or -2.1 percent. Resident enrollment in the Northfield Public Schools (excluding Early Childhood) decreased by 167 students or -4.7 percent during the same period. Based on the estimated 2021-22 enrolled population of 4,209, the Northfield Public Schools (excluding Early Childhood) captured 79.7 percent of the district’s school age population. In 2011-12, market share was 81.9 percent showing that competition for students is increasing. A decrease in market share is typical in Minnesota.

| NORTHFIELD SCHOOL DISTRICT ESTIMATED RESIDENT SCHOOL AGE POPULATION |   |                    |                |       |       |
|---|---|--------------------|----------------|-------|-------|
| Year  | Northfield Public Schools Resident Enrollment | Nonpublic Settings | Public Options | Other | Total |
| 2011-12   | 3,523   | 358                | 418            | ---   | 4,299 |
| 2012-13   | 3,538   | 347                | 491            | ---   | 4,376 |
| 2013-14   | 3,521   | 294                | 461            | ---   | 4,276 |
| 2014-15   | 3,605   | 284                | 475            | ---   | 4,364 |
| 2015-16   | 3,625   | 278                | 451            | ---   | 4,354 |
| 2016-17   | 3,655   | 259                | 460            | ---   | 4,374 |
| 2017-18   | 3,604   | 270                | 469            | ---   | 4,343 |
| 2018-19   | 3,596   | 282                | 498            | ---   | 4,376 |
| 2019-20   | 3,534   | 303                | 489            | ---   | 4,326 |
| 2020-21   | 3,428   | 360                | 515            | ---   | 4,303 |
| 2021-22   | 3,356   | 308                | 545            | ---   | 4,209 |

### History of Enrollment by Grade

The history of enrollment contains patterns with implications for future enrollment. First, the kindergarten class size fluctuated from year to year as did the birth years that correspond to the kindergarten classes. The 2021-22 kindergarten class appears to be of “normal” size reflecting a recovery from the COVID-19 Pandemic affected 2020-21 kindergarten class. (“Missing” 2020-21 kindergarteners appear to be enrolled in Grade 1 in 2021-22.)

The number of students per grade varies in the Northfield Public Schools. A way of expressing the differences by grade is to look at the “average” number of students per grade. For example, in 2021-22, the average elementary grade (K-5) has 249 students. The average middle school grade (6-8) has 307 students, and the average high school grade is 350 students. There is net in migration at Grade 6 and again at Grade 9; however, these averages point to the likelihood of enrollment decline if births remain low.

Minnesota's largest graduating high school class since 1978 graduated in 2009. Statewide, graduating classes will be getting smaller. Based on Northfield’s enrollment history, its largest recent senior class is likely to graduate in 2022 if not in 2021.

| ENROLLMENT |         |         |         |         |         |         |         |         |         |         |         |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Grade      | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
| K          | 269     | 281     | 237     | 266     | 251     | 247     | 269     | 252     | 247     | 204     | 243     |
| 1          | 255     | 270     | 299     | 257     | 275     | 262     | 250     | 272     | 254     | 241     | 233     |
| 2          | 284     | 251     | 266     | 292     | 270     | 284     | 276     | 245     | 259     | 254     | 247     |
| 3          | 272     | 277     | 256     | 274     | 292     | 275     | 281     | 281     | 247     | 249     | 264     |
| 4          | 264     | 271     | 278     | 272     | 280     | 306     | 275     | 282     | 280     | 246     | 256     |
| 5          | 306     | 268     | 278     | 284     | 269     | 299     | 317     | 275     | 287     | 281     | 248     |
| 6          | 266     | 338     | 297     | 312     | 311     | 299     | 327     | 340     | 308     | 313     | 309     |
| 7          | 306     | 271     | 347     | 305     | 318     | 324     | 302     | 330     | 341     | 307     | 309     |
| 8          | 296     | 317     | 269     | 341     | 296     | 334     | 329     | 296     | 333     | 342     | 303     |
| 9          | 310     | 319     | 331     | 292     | 365     | 318     | 357     | 355     | 321     | 369     | 347     |
| 10         | 301     | 311     | 323     | 328     | 305     | 368     | 328     | 359     | 364     | 313     | 351     |
| 11         | 336     | 301     | 308     | 328     | 330     | 306     | 369     | 332     | 368     | 369     | 309     |
| 12         | 334     | 355     | 329     | 336     | 344     | 346     | 335     | 380     | 344     | 395     | 391     |
| Total      | 3,799   | 3,830   | 3,818   | 3,887   | 3,906   | 3,968   | 4,015   | 3,999   | 3,953   | 3,883   | 3,810   |

Source: Northfield School District, Fall Enrollment. Excludes Early Childhood and four independent study students

## Enrollment Projections

### Projection Background

Some factors affecting future school enrollment are known. However, other crucial factors are less clear. The difficulty in quantifying the effect of these factors is a challenge. First, the trends around which there is confidence.

#### Trends Where Confidence is High

- Aging. The population in the U.S. and Minnesota is aging. By 2020, 16-17 percent of Minnesota’s population will be 65 years old or older. In 2010, the elderly made up 12.9 percent of the population. Around 2020, for the first time in history, Minnesota’s 65+ population is expected to exceed the 5-17 population (K-12 population). There is no historical precedent for this high proportion of older population; therefore, society is entering uncharted waters as to

the effects of this change. However, we know that aging will affect the housing market and reduce geographic mobility because older people move less frequently than younger people. Further, the percentage of households with school age children will decline.

- Fertility. Today, completed fertility is below replacement level (1.73) and there is little reason to think this will change. (Replacement is 2.11 children per female at the end of childbearing.) Completed fertility refers to the number of children born per woman throughout her childbearing years. In Minnesota, White non-Hispanic women have below replacement fertility. Fertility rates for Asian and Hispanic women are now near replacement. Black women (African American and African-born) have the highest fertility level, just below 3, that is, just less than 3 children per woman at the end of childbearing.

### Unknowns

The unknowns reflect changes in the housing market, the economy and in international immigration.

- Near term and long-term effects of the COVID-19 Pandemic and economic shutdown. Unknown; however, births have fallen, the workforce has shrunk, unemployment is low, and several economic sectors have been hit hard.
- The housing markets. Currently, the housing market in Northfield is robust. A robust housing market results in more mobility and this influences enrollment.
- Immigration. Both the economy and public policy affect international immigration. Future students from international migration are impossible to predict.
- Delay/postponement of childbearing. The Millennials are delaying marriage, childbearing, and home ownership. More recently, a higher percentage of 18–49-year-olds report that it is not likely they will have children.
- Competition. The establishment of charter schools is hard to predict, and open enrollment continues to increase.

### **Cohort Survival Method**

The most common and most robust model for projecting school enrollment is the cohort survival method. The first step in the cohort survival method is aging the population. In a standard cohort survival model, aging the population involves estimating the number of deaths expected in an age group before it reaches the next older age group. When the cohort survival method is used to project school enrollment, the first step is to move a grade to the next higher grade. Because mortality is so low in the school age population, the entire grade is assumed to “survive” to the next higher grade in the following year.

After aging the current enrollment, two key assumptions must be made. These assumptions concern the size of future kindergarten classes and the number of students who will move in or out of the district’s schools. Some of these students may physically move in or out of the district. Other

students may transfer between the Northfield Public Schools and other education options available to them. Both these phenomena effect the “survival rates.”

Once a grade or cohort has been “aged” to the next higher grade, net migration is added to or subtracted from that grade. Using survival rates accomplishes both “aging” and migration in a single step. Over time, the size of a cohort will increase or decrease because of migration as its progresses through the grades. For example, the 2011-12 kindergarten class had 269 members. This same cohort had 351 members in Grade 10 in 2021-22.

The future size of kindergarten classes is especially important in long-term enrollment projections because these students will be in school over the life of the projections. If a school census exists, it is a resource for short-term kindergarten projections, i.e., a couple of years. However, school censuses are notoriously inaccurate for children less than four years of age, in part, because the preschool population is more mobile than the school age population.

To project kindergarten, the best theoretical approach, but the least practical, is to project births based on the age of the female population. These birth projections then must be survived to age five and then adjusted for migration to yield kindergarten projections. Determining the age of females in a school district is the first challenge, and then many assumptions must be made, making this approach impractical.

A simpler approach is to use resident births as a proxy for kindergarten five to six years later. Of course, not every child born in the district will enter the district's kindergarten classes five to six years later. However, some "district born" children who move out before enrolling in kindergarten will be replaced by children born elsewhere who move in before entering kindergarten. If the number of "ins" and "outs" are equal, the net effect is zero and the kindergarten class would be 100 percent of resident births. However, no public-school system captures all the potential students. Some kindergarten students attend private schools or are homeschooled. Others may attend a charter school or open enroll at another district. Therefore, a public school's kindergarten to birth ratio is expected to be less than 100 percent. If the ratio is 100 percent or higher, more preschool children are moving into the district or open enrolling into the district (in migration) than leaving (out migration).

If births are used as a kindergarten proxy, kindergarten projections are available for only a few years into the future. To extend kindergarten projections another five years, Northfield Public Schools' kindergarten will be projected based on the Minnesota State Demography Center's projections of Minnesota 0-year-olds.

#### Kindergarten Assumptions

After 1990, births fell in the U.S. and in Minnesota; however, from 2003 through 2007, births increased and in 2007, U.S. births were higher than at any time since 1964. Then from 2008 through 2011, births fell in the U.S. and Minnesota. These declines are attributed to the poor economy (Great Recession). Beginning in 2012, Minnesota resident births began to increase but did not return to their 2007 level. Then, births began to decline again. From 2015 through 2019 Minnesota resident births were lower than births in 2014.

As the history of resident births shows, in 2019, Minnesota resident births were 4,887 births or

-6.9 percent lower than in 2005. Rice County resident births were 74 births or -9.3 percent lower 15 years later. (The largest number of resident Rice County births occurred in 2006.)

About one-third (33 percent) of births occur between September 1 and December 31 every year. Therefore, about two-thirds of those eligible for kindergarten were born 5 years earlier and one-third were born 6 years earlier. Adjusting resident births to fit the kindergarten age requirement will be referred to as the kindergarten pool.

| RESIDENT LIVE BIRTHS |           |             |
|----------------------|-----------|-------------|
| Calendar Year        | Minnesota | Rice County |
| 2005                 | 70,920    | 794         |
| 2006                 | 73,515    | 842         |
| 2007                 | 73,675    | 796         |
| 2008                 | 72,382    | 794         |
| 2009                 | 70,617    | 748         |
| 2010                 | 68,407    | 720         |
| 2011                 | 68,416    | 733         |
| 2012                 | 68,783    | 744         |
| 2013                 | 69,183    | 732         |
| 2014                 | 69,916    | 661         |
| 2015                 | 69,835    | 717         |
| 2016                 | 69,746    | 812         |
| 2017                 | 68,603    | 752         |
| 2018                 | 67,348    | 728         |
| 2019                 | 66,033    | 720         |

*Source: Minnesota Department of Health*

The next table shows the Rice County kindergarten pool along with Northfield Public Schools' kindergarten classes percentage of that pool. Like many other percentages, the ratio of kindergarten students to the pool fluctuates. Typically, a more stable trend appears when rates are averaged. (Calculating an average of the kindergarten to birth ratio for two or more years smooth out annual fluctuations and produces a more "typical" ratio for that period.)

Since 2011-12, Northfield's share of the kindergarten pool has averaged 33.4 percent. The average of the ratios for the past five years is also 33.4 percent. The past four years' average is 32.7; the past three years' average is 32.1 percent, and the past two years' average is 30.2 percent. As these numbers show, the averages have been decreasing over time. For kindergarten projections, the past eleven years' average of 33.4 percent and the past four years' average of 32.7 percent will be used. While these percentages are not all that different, they will make a small difference in projected kindergarten class size.



| NORTHFIELD'S KINDERGARTEN<br>AS A PERCENTAGE OF THE RICE COUNTY<br>KINDERGARTEN POOL |                      |            |                      |
|--|----------------------|------------|----------------------|
| Birth Years  | Kindergarten<br>Pool | Percentage | Kindergarten<br>Year |
| 2005; 2006   | 826                  | 32.6%      | 2011-12              |
| 2006; 2007   | 811                  | 34.6%      | 2012-13              |
| 2007; 2008   | 795                  | 29.8%      | 2013-14              |
| 2008; 2009   | 763                  | 34.9%      | 2014-15              |
| 2009; 2010   | 729                  | 34.4%      | 2015-16              |
| 2010; 2011   | 729                  | 33.9%      | 2016-17              |
| 2011; 2012   | 740                  | 36.4%      | 2017-18              |
| 2012; 2013   | 736                  | 34.2%      | 2018-19              |
| 2013; 2014   | 685                  | 36.1%      | 2019-20              |
| 2014; 2015   | 698                  | 29.2%      | 2020-21              |
| 2015; 2016   | 781                  | 31.1%      | 2021-22              |
| 2016; 2017   | 772                  |            | 2022-23              |
| 2017; 2018   | 736                  |            | 2023-24              |
| 2018; 2019   | 722                  |            | 2024-25              |

To extend kindergarten projections beyond 2024-25, projected Minnesota 0-year-olds will be used as a guide. In 2019, resident births were 4,340 births lower than the projected 2019 0-year-olds or 93.8 percent of the projected number. There is no reason to believe that births will increase to equal the projections of 0-year-olds. Therefore, the projected number of 0-year-olds will be adjusted to be 93.8 percent of the projection. Note that the projections of Minnesota 0-year-olds are flat between 2019 and 2026. Even these projections may be too high because most demographers predict the global pandemic will depress births in the United States and worldwide for several years. While there may be local exceptions, fewer births should be anticipated.

| PROJECTED MINNESOTA 0-YEAR OLDS |                     |                    |
|---------------------------------|---------------------|--------------------|
| Year                            | Projected<br>Number | Adjusted<br>Number |
| <b>2017 Actual</b>              | <b>68,603</b>       |                    |
| 2017                            | 70,312              |                    |
| <b>2018 Actual</b>              | <b>67,348</b>       |                    |
| 2018                            | 70,395              |                    |
| <b>2019 Actual</b>              | <b>66,033</b>       |                    |
| 2019                            | 70,373              |                    |
| 2020                            | 70,325              | 65,965             |
| 2021                            | 70,274              | 65,917             |
| 2022                            | 70,227              | 65,873             |
| 2023                            | 70,191              | 65,814             |
| 2024                            | 70,164              | 65,811             |
| 2025                            | 70,161              | 65,811             |
| 2026                            | 70,161              | 65,811             |

Source: Minnesota Demographic Center

In the past fifteen years, Rice County resident births decreased slightly from 1.12 percent of Minnesota resident births to 1.09 percent of Minnesota resident births, although in the intervening years the percentages fluctuated from year to year ranging from a low of 1.03 to a high of 1.16 percent. Therefore, if Rice County resident births are 1.09 percent (average of the past five years) of Minnesota’s 0-year-olds for the next several years, the kindergarten pool would be as shown in the next table. Although the projections show how “flat” these numbers are likely to be, these numbers are sensitive to small changes in the assumptions. **Note how much larger the 2021-22 pool is compared to the subsequent pools.**

| RICE COUNTY<br>KINDERGARTEN POOL |            |
|----------------------------------|------------|
| <b>2021-22</b>                   | <b>781</b> |
| <b>2022-23</b>                   | <b>772</b> |
| <b>2023-24</b>                   | <b>736</b> |
| <b>2024-25</b>                   | <b>722</b> |
| 2025-26                          | 720        |
| 2026-27                          | 720        |
| 2027-28                          | 720        |
| 2028-29                          | 719        |
| 2029-30                          | 719        |
| 2030-31                          | 719        |
| 2031-32                          | 719        |

Pool based on actual births bolded

When the kindergarten to birth ratio is applied to the kindergarten pool, kindergarten projections result. Through 2024-25, the kindergarten projections are based on actual births. The lowest kindergarten projection (based on the 32.7 percent ratio) results in 2,374 kindergarten students over ten years while the highest kindergarten projection (33.4 percent ratio) yields 2,425 kindergarten students over ten years. In the past ten years there were 2,497 kindergarten students. The kindergarten projections suggest declining enrollment unless net in migration is especially robust or fertility increases.

| KINDERGARTEN PROJECTIONS |            |            |
|--------------------------|------------|------------|
|                          | @32.7%     | @33.4%     |
| <b>2021-22</b>           | <b>243</b> | <b>243</b> |
| 2022-23                  | 252        | 258        |
| 2023-24                  | 241        | 246        |
| 2024-25                  | 236        | 241        |
| 2025-26                  | 235        | 240        |
| 2026-27                  | 235        | 240        |
| 2027-28                  | 235        | 240        |
| 2028-29                  | 235        | 240        |
| 2029-30                  | 235        | 240        |
| 2030-31                  | 235        | 240        |
| 2031-32                  | 235        | 240        |
| Total                    | 2,374      | 2,425      |

## Net Migration Assumptions

The method for calculating migration was explained earlier in this report. However, the limitations of the methodology are worth repeating. The method of calculating migration does not distinguish between physical movement across a district’s boundaries and education choices, such as transferring from a nonpublic school to a public school, transferring to a charter school or open enrolling in another district’s public schools. Further, students who move into or out of a school district but never enroll in the district’s public schools are not reflected in the migration numbers in this report.

The next two tables show net migration in raw numbers. As these numbers show, net migration has been positive all ten years; however, the numbers are smaller in the past four years. Therefore, some net in migration appears to be the typical pattern. However, much of this net in migration is the result of district residents moving from private schools or charter schools to the Northfield Public Schools at Grades 6 and 9, not new residents moving into the district.

The next table shows net migration for every grade transition. Between Kindergarten and Grade 1, net migration is usually positive in the Northfield Public Schools. The other elementary grades usually show a small net in migration as well.

The large inflows of students are at Grade 6 and Grade 9, that is, at the beginning of middle school and the beginning of high school. The net in migration at Grade 12 probably reflects 13-year 12<sup>th</sup> graders.

| NET MIGRATION<br>YEAR TO YEAR |           |           |           |           |           |           |           |           |           |           |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|                               | 11 to 12  | 12 to 13  | 13 to 14  | 14 to 15  | 15 to 16  | 16 to 17  | 17 to 18  | 18 to 19  | 19 to 20  | 20 to 21  |
| K to 1                        | 1         | 18        | 20        | 9         | 11        | 3         | 3         | 2         | -6        | 29        |
| 1 to 2                        | -4        | -4        | -7        | 13        | 9         | 14        | -5        | -13       | 0         | 6         |
| 2 to 3                        | -7        | 5         | 8         | 0         | 5         | -3        | 5         | 2         | -10       | 10        |
| 3 to 4                        | -1        | 1         | 16        | 6         | 14        | 0         | 1         | -1        | -1        | 7         |
| 4 to 5                        | 4         | 7         | 6         | -3        | 19        | 11        | 0         | 5         | 1         | 2         |
| <b>5 to 6</b>                 | <b>32</b> | <b>29</b> | <b>34</b> | <b>27</b> | <b>30</b> | <b>28</b> | <b>23</b> | <b>33</b> | <b>26</b> | <b>28</b> |
| 6 to 7                        | 5         | 9         | 8         | 6         | 13        | 3         | 3         | 1         | -1        | -4        |
| 7 to 8                        | 11        | -2        | -6        | -9        | 16        | 5         | -6        | 3         | 1         | -4        |
| <b>8 to 9</b>                 | <b>23</b> | <b>14</b> | <b>23</b> | <b>24</b> | <b>22</b> | <b>23</b> | <b>26</b> | <b>25</b> | <b>36</b> | <b>5</b>  |
| 9 to 10                       | 1         | 4         | -3        | 13        | 3         | 10        | 2         | 9         | -8        | -18       |
| 10 to 11                      | 0         | -3        | 5         | 2         | 1         | 1         | 4         | 9         | 5         | -4        |
| <b>11 to 12</b>               | <b>19</b> | <b>28</b> | <b>28</b> | <b>16</b> | <b>16</b> | <b>29</b> | <b>11</b> | <b>12</b> | <b>27</b> | <b>22</b> |
| Total                         | 84        | 106       | 132       | 104       | 159       | 124       | 67        | 87        | 70        | 79        |
| Percent                       | 3.0       | 2.8       | 3.5       | 2.7       | 4.1       | 3.1       | 1.7       | 2.2       | 1.8       | 2.0       |

Note the very small net inflow at Grade 9 in 2021-22. Also noteworthy is the net out flow from Grade 9 to Grade 10. No explanation exists for this unusual pattern. Is it Pandemic related?

The next table summarizes net migration by aggregating net migration by the elementary grades (Kindergarten-Grade 5), the middle school grades (6-8) and the high school grades (9-12). Net migration is mostly positive at K-5. The large positive number this past year reflects the large influx at Grade 1. At the middle school grades, net migration is very consistent year to year. At the high school grades, net migration is always positive driven by the net in migration between Grade 8 and Grade 9 and Grade 11 and Grade 12.

| NET MIGRATION<br>YEAR TO YEAR |          |          |          |          |          |          |          |          |          |          |
|-------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
|                               | 11 to 12 | 12 to 13 | 13 to 14 | 14 to 15 | 15 to 16 | 16 to 17 | 17 to 18 | 18 to 19 | 19 to 20 | 20 to 21 |
| K-5                           | -7       | 27       | 43       | 25       | 58       | 25       | 4        | -5       | -16      | 54       |
| 6-8                           | 48       | 36       | 36       | 24       | 59       | 36       | 20       | 37       | 26       | 20       |
| 9-12                          | 43       | 43       | 53       | 55       | 42       | 63       | 43       | 55       | 60       | 5        |
| Total                         | 84       | 106      | 132      | 104      | 159      | 124      | 67       | 87       | 70       | 79       |

Net migration numbers when compared to the number of students in a grade result in the percent of students retained, that is, survival rates. Survival rates are an effective way to analyze the number of students retained, added, or lost each year at each grade. For example, 1.000 indicates no change or 100 percent of the grade progressed to the next highest grade. Any number over 1.000 reflects the percentage increase while a number below 1.000 reflects the percentage decrease. For example, 0.98 indicates a 2 percent decrease.

| SURVIVAL RATES<br>YEAR TO YEAR |              |              |              |              |              |              |              |              |              |              |
|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                                | 11 to 12     | 12 to 13     | 13 to 14     | 14 to 15     | 15 to 16     | 16 to 17     | 17 to 18     | 18 to 19     | 19 to 20     | 20 to 21     |
| K to 1                         | 1.004        | 1.064        | 1.084        | 1.034        | 1.044        | 1.012        | 1.011        | 1.008        | 0.976        | 1.142        |
| 1 to 2                         | 0.984        | 0.985        | 0.997        | 1.051        | 1.033        | 1.053        | 0.980        | 0.952        | 1.000        | 1.025        |
| 2 to 3                         | 0.975        | 1.020        | 1.030        | 1.000        | 1.019        | 0.989        | 1.018        | 1.008        | 0.961        | 1.039        |
| 3 to 4                         | 0.996        | 1.004        | 1.063        | 1.022        | 1.048        | 1.000        | 1.004        | 0.996        | 0.996        | 1.028        |
| 4 to 5                         | 1.015        | 1.026        | 1.022        | 0.989        | 1.068        | 1.036        | 1.000        | 1.018        | 1.004        | 1.008        |
| <b>5 to 6</b>                  | <b>1.105</b> | <b>1.108</b> | <b>1.122</b> | <b>1.095</b> | <b>1.112</b> | <b>1.094</b> | <b>1.073</b> | <b>1.120</b> | <b>1.091</b> | <b>1.100</b> |
| 6 to 7                         | 1.019        | 1.027        | 1.027        | 1.019        | 1.042        | 1.010        | 1.009        | 1.003        | 0.997        | 0.987        |
| 7 to 8                         | 1.036        | 0.993        | 0.983        | 0.970        | 1.050        | 1.015        | 0.980        | 1.009        | 1.003        | 0.987        |
| <b>8 to 9</b>                  | <b>1.078</b> | <b>1.044</b> | <b>1.086</b> | <b>1.070</b> | <b>1.074</b> | <b>1.069</b> | <b>1.079</b> | <b>1.084</b> | <b>1.108</b> | <b>1.015</b> |
| 9 to 10                        | 1.003        | 1.013        | 0.991        | 1.045        | 1.008        | 1.031        | 1.006        | 1.025        | 0.975        | 0.951        |
| 10 to 11                       | 1.000        | 0.990        | 1.015        | 1.006        | 1.003        | 1.003        | 1.012        | 1.025        | 1.014        | 0.987        |
| <b>11 to 12</b>                | <b>1.057</b> | <b>1.093</b> | <b>1.091</b> | <b>1.049</b> | <b>1.048</b> | <b>1.095</b> | <b>1.030</b> | <b>1.036</b> | <b>1.073</b> | <b>1.060</b> |

For the Northfield Public Schools, survival rates are most often above 1.000. However, like many other enrollment measures, survival rates fluctuate from year to year. Calculating an average of two or more years is a way to smooth out these annual fluctuations. Focusing on the past four years

captures the most recent past, although it does include the effects of the Pandemic. Therefore, survival rates were averaged for the first two of the past four years (2017 to 2018 and 2018 to 2019), the past three years, and the past two years. However, based on the survival rate history, the survival rates for the most recent year for K to Grade 1 and Grade 8 to Grade 9 are not representative of the general pattern. Also, the past two years show a higher survival rate for Grade 11 to Grade 12. Therefore, for the projections a survival rate of 1.010 (the average of the first two years of the past four years) was used for K to Grade 1 and a survival rate of 1.090 was used for Grade 8 to Grade 9, which removes the effect of the past year. Further, the average of the past two years was used for Grade 11 to Grade 12 (1.067).

| COMPARISON OF SURVIVAL RATES<br>AVERAGED |                              |              |              |
|--|------------------------------|--------------|--------------|
| Grade                                    | 2017 to 2018<br>2018 to 2019 | Past 3 years | Past 2 years |
| K to 1                                   | 1.010                        | 1.042        | 1.059        |
| 1 to 2                                   | 0.966                        | 0.992        | 1.013        |
| 2 to 3                                   | 1.013                        | 1.003        | 1.000        |
| 3 to 4                                   | 1.000                        | 1.007        | 1.012        |
| 4 to 5                                   | 1.009                        | 1.010        | 1.006        |
| <b>5 to 6</b>                            | <b>1.097</b>                 | <b>1.104</b> | <b>1.096</b> |
| 6 to 7                                   | 1.006                        | 0.996        | 0.992        |
| 7 to 8                                   | 0.995                        | 1.000        | 0.995        |
| <b>8 to 9</b>                            | <b>1.082</b>                 | <b>1.069</b> | <b>1.062</b> |
| 9 to 10                                  | 1.016                        | 0.984        | 0.963        |
| 10 to 11                                 | 1.019                        | 1.009        | 1.001        |
| <b>11 to 12</b>                          | <b>1.033</b>                 | <b>1.056</b> | <b>1.067</b> |

The differences among these survival rates can be seen in the projections, which reflect the adjustments at the three grade transitions mentioned above. By using the low kindergarten assumption, the number of kindergarten students is the same in all projections, so the differences are solely the result of the survival rates.

Once the three largest variations (K to Grade 1, Grade 8 to Grade 9 and Grade 11 to Grade 12) are held constant, there is almost no difference between the average of the past three years and the average of the past two years. The averages of the past two years result in more K-5 students. However, this outcome reflects slightly higher survival rates resulting from the inflow of Pandemic homeschooled students who are mostly elementary students. Therefore, the average of the past two years' survival rates is not the most likely to continue in future years.

| SUMMARY OF EFFECTS OF SURVIVAL RATES IN TEN YEARS WITH LOW KINDERGARTEN ASSUMPTION |       |       |     |       |
|--|-------|-------|-----|-------|
| Survival Rates   | Total | K-5   | 6-8 | 9-12  |
| First 2 of past 4 years  | 3,396 | 1,401 | 781 | 1,214 |
| Past 3 years   | 3,425 | 1,422 | 801 | 1,202 |
| Past 2 years   | 3,423 | 1,441 | 807 | 1,175 |

The average of the first two of the past four years and the average of the past three years with the adjustments at the three most variable grade transitions will be used for the projections. These averages minimize the effect of the Pandemic on survival rates.

| PROJECTED SURVIVAL RATES |                                     |                        |
|--------------------------|-------------------------------------|------------------------|
| Grade                    | Low<br>(First 2 of<br>past 4 years) | High<br>(Past 3 Years) |
| K to 1*                  | 1.010                               | 1.010                  |
| 1 to 2                   | 0.966                               | 0.992                  |
| 2 to 3                   | 1.013                               | 1.003                  |
| 3 to 4                   | 1.000                               | 1.007                  |
| 4 to 5                   | 1.009                               | 1.010                  |
| <b>5 to 6</b>            | <b>1.097</b>                        | <b>1.104</b>           |
| 6 to 7                   | <b>1.006</b>                        | 0.996                  |
| 7 to 8                   | 0.995                               | 1.000                  |
| <b>8 to 9*</b>           | <b>1.090</b>                        | <b>1.090</b>           |
| 9 to 10                  | 1.016                               | 0.984                  |
| 10 to 11                 | 1.019                               | 1.009                  |
| <b>11 to 12*</b>         | <b>1.067</b>                        | <b>1.067</b>           |

\*Adjusted

### Projection Results

*The kindergarten and net migration assumptions are trend lines, which remove annual fluctuations. However, the future, like the past, will be characterized by annual fluctuation, sometimes large.* Because there is no reasonable way to forecast when fluctuations around trend lines will occur, it is arbitrary to project them. Furthermore, long-term projections are designed to approximate a future point in time not to yield the best projection for each intervening year between the present and the projection end date. For this reason, long-term projections should not be used for annual budgeting purposes. The district should continue to use its version of the cohort survival methodology for annual enrollment projections.

Four cohort projections are shown in the next table. In ten years, there is an 84-student difference between the lowest projection and the highest projection. The kindergarten assumptions account for a 53-55-student difference in the ten years. The migration assumptions account for a 29-31-student difference in ten years. These numbers show that the kindergarten assumptions account for more of the difference among the projections than the migration assumptions. This means selecting the “best” projection hinges on the kindergarten assumptions.

The lowest projection is based on the low kindergarten and low migration assumptions. In this projection, enrollment decreases by 414 students or -10.9 percent by 2031-32. In five years, enrollment is 224 students or -5.9 percent lower than today.

The highest projection, based on the high kindergarten and high migration assumptions, shows enrollment decreasing by 330 students or -8.7 percent between 2021-22 and 2031-32. In five years, enrollment decreases by 205 students or -5.4 percent.

In between the highest and lowest projections are two other projections. In 2031-32, these two projections differ by 24 students. As a group, the four projections reflect a range of possibilities with all four projections showing enrollment decreasing because incoming kindergarten classes are smaller than the outgoing Grade 12 classes.

| ENROLLMENT PROJECTIONS |                  |                   |                   |                    |
|------------------------|------------------|-------------------|-------------------|--------------------|
| Year                   | Low K<br>Low Mig | Low K<br>High Mig | High K<br>Low Mig | High K<br>High Mig |
| <b>2021-22</b>         | <b>3,810</b>     | <b>3,810</b>      | <b>3,810</b>      | <b>3,810</b>       |
| 2022-23                | 3,756            | 3,747             | 3,762             | 3,753              |
| 2023-24                | 3,755            | 3,739             | 3,766             | 3,750              |
| 2024-25                | 3,698            | 3,677             | 3,714             | 3,693              |
| 2025-26                | 3,633            | 3,619             | 3,654             | 3,640              |
| 2026-27                | 3,586            | 3,579             | 3,611             | 3,605              |
| 2027-28                | 3,534            | 3,534             | 3,565             | 3,565              |
| 2028-29                | 3,477            | 3,487             | 3,514             | 3,524              |
| 2029-30                | 3,463            | 3,479             | 3,504             | 3,521              |
| 2030-31                | 3,435            | 3,459             | 3,482             | 3,507              |
| 2031-32                | 3,396            | 3,425             | 3,449             | 3,480              |

*Excludes Early Childhood*

The projections from 2021-22 to 2031-32 reflect the following changes in the components of enrollment change. The Northfield Public Schools will experience **natural decrease**, that is, the incoming Kindergarten classes will be smaller than the previous years' Grade 12. This is a continuation of the pattern of the past ten years and inevitable because of the inflow of students at Grades 6 and 9. In the past ten years natural decrease averaged 100 students per year. In the next ten years, natural decrease averages 114 to 124 students per year in the low kindergarten projections and 109 to 119 per year in the high kindergarten projections. **Natural decrease is projected to be slightly larger than in the past.**

| COMPONENTS OF PROJECTED ENROLLMENT CHANGE |       |        |                                  |                  |
|---|-------|--------|----------------------------------|------------------|
| Oct. to Oct.<br>2021 to 2031              | Total |        | Natural<br>Increase/<br>Decrease | Net<br>Migration |
|   | #     | %      |                                  |                  |
| Low K/Low Mig                             | -414  | -10.9% | -1,241                           | 827              |
| Low K/High Mig                            | -385  | -10.1% | -1,139                           | 754              |
| High K/Low Mig                            | -361  | -9.5%  | -1,190                           | 829              |
| High K/High Mig                           | -330  | -8.7%  | -1,086                           | 756              |

*Excludes Early Childhood*

Net in migration is projected to continue with the low migration assumptions, averaging a positive 83 students per year. Net in migration averages a positive 75-76 students per year with the high migration assumptions. In the past ten years, net migration averaged a positive 101 students per year; however, the average of the past four years was 76 per year. The projected net migration assumptions (survival rates) were based on the past four years; therefore, **net in migration is projected to be 75-83 students per year**. Again, most of this net in migration represents the inflow of students at Grades 6 and 9.

| ENROLLMENT PROJECTIONS |              |            |              |              |
|------------------------|--------------|------------|--------------|--------------|
|                        | K-5          | 6-8        | 9-12         | Total        |
| <b>2021-22</b>         | <b>1,491</b> | <b>921</b> | <b>1,398</b> | <b>3,810</b> |
| <b>2026-27</b>         |              |            |              |              |
| Low K/Low Mig          | 1,432        | 823        | 1,330        | 3,586        |
| Low K/High Mig         | 1,454        | 833        | 1,292        | 3,579        |
| High K/Low Mig         | 1,458        | 823        | 1,330        | 3,611        |
| High K/High Mig        | 1,481        | 833        | 1,292        | 3,605        |
| <b>2031-32</b>         |              |            |              |              |
| Low K/Low Mig          | 1,401        | 781        | 1,214        | 3,396        |
| Low K/High Mig         | 1,422        | 801        | 1,202        | 3,425        |
| High K/Low Mig         | 1,430        | 797        | 1,221        | 3,449        |
| High K/High Mig        | 1,452        | 818        | 1,209        | 3,480        |

*Excludes Early Childhood*

Looking at the projections based on the elementary, middle school and high school grades is instructive. In the first five projection years, K-5 enrollment is from 10 students to 59 students lower than today. In ten years, K-5 enrollment ranges from 39 students to 90 students lower than today. For the first five projection years, the kindergarten students have already been born.

The projected kindergarten classes are not large enough to prevent a decrease in K-5 enrollment and the expected lower birth rates push K-5 enrollment down in the second five projection years.

In the first five projection years, middle school enrollment is 88 to 98 students lower than today. In the second five projection years, middle school enrollment continues to decrease and ranges from 103 to 140 students smaller than today. In the second five projection years, the kindergarten assumptions effect the middle school projections but in the first five years only the current grade size and the migration assumptions are affecting the size of the middle school grades.

In the first five projection years, high school enrollment is projected to decrease from 68 to 106 students from today. In the second five projection years, high school enrollment is 177 to 196 students smaller than today. Interestingly, the low migration assumption results in slightly more high school students than the high migration assumption. The high school projections are almost totally a result of the migration assumptions. The kindergarten assumptions have only a small effect on the high school projections.

In 2031-32, the 2021-22 kindergarten class will be in Grade 10, which means that all the grades below Grade 10 are products of the projection assumptions.



## Housing Unit Method

The housing unit method provides another way of projecting population and school enrollment. While the number of dwelling units (housing units) is related to the number of school age children, dwelling units alone do not determine the number of school age children. The number of school age children per unit is also a key variable in the projection equation.

The main reason to use the housing unit method is to understand the effect of additional housing units on enrollment. It could be said that housing stock is like DNA. It determines the size and characteristics of the resident school age population.

After dwelling unit type, year built, and market value emerge as the most important housing characteristics. Year built reflects how families lived in that era and is a proxy for square feet and characteristics such as number of bedrooms, number of bathrooms and number of garage spaces. The presence of a master suite, walk-in closets, etc. can also be inferred from year built. Value implies some of these same characteristics plus lot size, location, and interior amenities such as kitchen and bathroom appointments and finishes.

The relationship between housing unit characteristics and enrollment has been established by findings based on school districts in four states (Minnesota, Wisconsin, Illinois, and Colorado). These findings are in italics.

- *Dwelling unit type affects the school age child per unit yield. Single-family detached units have the highest school age child per unit yield. Single-family attached, such as townhouses, have significantly fewer children per unit than single-family detached units, while apartment units have even fewer school age children per unit, although there are some local exceptions.*
- *Newer single-family detached units yield more students per unit than older single-family detached units.*
- *As single-family detached units sell (turnover), student yield usually increases in the newer units. In older units, yield is likely to decrease.*
- *The market value of single-family detached units affects the school age child per unit yield. Moderately priced to higher priced units yield more school age children than the lowest priced units.*
- *As the population ages, more dwelling units are being built for mature adults (55+ years) and for seniors. These units will have zero school age children per unit.*

Projecting school enrollment from housing units has many limitations. The housing unit method produces reasonably reliable results for school districts when enrollment is stable or increasing. (The housing unit performs best when hay fields, corn fields or wheat fields are converted into residential units in a rapidly growing district.) The method's greatest weakness is in its inability to detect trends that signal enrollment decline. Housing stock does not provide many clues about the age of the inhabitants, which is vital to school enrollment projections. Further, the housing unit method does not reflect existing differences in grade size or how these differences will affect future enrollment.

Projected smaller kindergarten classes are not reflected either. When either of these characteristics is present, the housing unit method cannot detect them because yield per unit remains at today’s level throughout the projection period. This makes the method “static” and often results in over projecting enrollment especially when natural decrease is present.

Another problem with the housing unit method is the assumption surrounding new units. It is usually assumed that new units mean new residents to the district. Sometimes this is true, but not always. People move within a school district as well. Even if the occupants of new housing units are “new” to the district, they do not necessarily translate into additional school enrollment because the population in existing units may be changing as well.

Projections of additional housing units are not readily available. The following table uses projections provided by the City of Dundas and estimates of need in a study completed by the Hoisington Koegler Group, Inc. titled Northfield Housing Study Report—Final , March 2021.

| PROJECTED HOUSING UNITS<br>THROUGH 2025 |               |            |        |
|---|---------------|------------|--------|
|   | Single-Family | Apartments | Senior |
| Northfield                              | 180           | 226        | 88     |
| Dundas                                  | 55            | 0          | 0      |
| Total                                   | 235           | 226        | 88     |

Based on historic yield per unit for the Northfield Public Schools, the new single-family detached units could yield .60 Northfield Public School students per unit for a total of 141 K-12 students. About one half of these students would be elementary grade students. The apartment units are likely to yield 0.11 to 0.15 Northfield Public School students per unit for a total of 25 to 34 K-12 students. Nearly all these students would be elementary grade students.

If the projected units are built and yields are as assumed. The enrollment decrease projected by the cohort survival method could be moderated by about 50 percent in the first five projection years and elementary enrollment might remain near its current level. However, this assumes that the per unit yields of current housing units does not decrease as children age out of school and competition does not take a larger share of students.

Recent history provides a reminder that new single-family detached units do not automatically translate into additional students. From 2011 through 2020, Northfield City alone added 214 additional single-family detached units; yet resident enrollment in the Northfield Public Schools, while fluctuating year to year, did not increase over the past ten years.

# NORTHFIELD PUBLIC SCHOOLS ISD #659

ENROLLMENT PROJECTIONS

Hazel H. Reinhardt

January 24, 2022

# PROJECTION ENVIRONMENT

- Low fertility
  - Number of births decreasing in U.S. and Minnesota
    - Consensus among demographers that Pandemic will result in fewer births for several years
      - 2020 U.S. births lowest since 1979
- Less mobility
  - U.S. fewer than 10 percent moved last year
    - Was 20 per cent per year since WWII
- Population aging
  - Different new housing mix
- Immigration from abroad slowed

# PROJECTION ENVIRONMENT

- Minnesota population back to pattern of net out migration

# COVID-19 AFFECTS

- Minnesota public school enrollment in 2020-21
  - Kindergarten classes smaller as students attended no school or homeschooled or sent to private schools
  - Other elementary grades also lost students to home schools or private schools
  - Middle school and high school enrollment less affected
- Northfield Public Schools
  - 2020-21 kindergarten class smaller than usual but “missing” students appear to be back in Grade 1 in 2021-22
  - Home school enrollment still a little higher than typical

# OTHER

- 2021-22—Two atypical events
  - Fewer students transferred into Grade 9 than in previous years
  - Net out migration from Grade 9 to Grade 10

# EDUCATION CHOICES

2019-20

|                     | Minnesota | Northfield |
|---------------------|-----------|------------|
| Nonpublic settings  | 8.8%      | 7.0%       |
| Traditional schools | 6.7%      | 3.5%       |
| Home schools        | 2.1%      | 3.5%       |
| Public Options      |           |            |
| Open enrollment     | 8.7%      |            |
| In                  |           | 10.6%      |
| Out                 |           | 5.2%       |
| Charter schools     | 6.4%      | 6.1%       |
| Capture Rate        | 76.6%     | 79.7%      |



# ENROLLMENT

- From 2011-12 to 2021-22
  - Enrollment increased by 11 students or 0.3%
    - Nonresident students increased from 276 to 454
      - 2021-22 nonresidents 11.9% of enrollment
  - Resident enrollment decreased by 167 students or -4.7%
  - District's school age population decreased by 90 students or -2.1%
  - Market share is 79.7%

# ENROLLMENT

| Year    | Total        | Resident     | Nonresident |
|---------|--------------|--------------|-------------|
| 2011-12 | 3,799        | 3,523        | 276         |
| 2012-13 | 3,830        | 3,538        | 292         |
| 2013-14 | 3,818        | 3,521        | 297         |
| 2014-15 | 3,887        | 3,605        | 282         |
| 2015-16 | 3,906        | 3,625        | 281         |
| 2016-17 | 3,968        | <b>3,655</b> | 313         |
| 2017-18 | <b>4,015</b> | 3,604        | 411         |
| 2018-19 | 3,999        | 3,596        | 403         |
| 2019-20 | 3,953        | 3,534        | 419         |
| 2020-21 | 3,883        | 3,428        | 455         |
| 2021-22 | 3,810        | 3,356        | 454         |

Excludes Early Childhood and four independent study students

# COMPONENTS OF ENROLLMENT CHANGE

| Fall to Fall | Total |       | Natural Increase/Decrease | Net Migration |
|--------------|-------|-------|---------------------------|---------------|
|              | #     | %     |                           |               |
| 2011 to 2012 | 31    | 0.8%  | -53                       | 84            |
| 2012 to 2013 | -12   | -0.3% | -118                      | 106           |
| 2013 to 2014 | 69    | 1.8%  | -63                       | 132           |
| 2014 to 2015 | 19    | 0.5%  | -85                       | 104           |
| 2015 to 2016 | 62    | 1.6%  | -97                       | 159           |
| 2016 to 2017 | 47    | 1.2%  | -77                       | 124           |
| 2017 to 2018 | -16   | -0.4% | -83                       | 67            |
| 2018 to 2019 | -46   | -1.2% | -133                      | 87            |
| 2019 to 2020 | -70   | -1.8% | -140                      | 70            |
| 2020 to 2021 | -73   | -1.9% | -152                      | 79            |
| Total        | 11    | ---   | -1,001                    | 1,012         |

Excludes Early Childhood

# ENROLLMENT

| Grade | 2011-12 | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| K     | 269     | 281     | 237     | 266     | 251     | 247     | 269     | 252     | 247     | 204     | 243     |
| 1     | 255     | 270     | 299     | 257     | 275     | 262     | 250     | 272     | 254     | 241     | 233     |
| 2     | 284     | 251     | 266     | 292     | 270     | 284     | 276     | 245     | 259     | 254     | 247     |
| 3     | 272     | 277     | 256     | 274     | 292     | 275     | 281     | 281     | 247     | 249     | 264     |
| 4     | 264     | 271     | 278     | 272     | 280     | 306     | 275     | 282     | 280     | 246     | 256     |
| 5     | 306     | 268     | 278     | 284     | 269     | 299     | 317     | 275     | 287     | 281     | 248     |
| 6     | 266     | 338     | 297     | 312     | 311     | 299     | 327     | 340     | 308     | 313     | 309     |
| 7     | 306     | 271     | 347     | 305     | 318     | 324     | 302     | 330     | 341     | 307     | 309     |
| 8     | 296     | 317     | 269     | 341     | 296     | 334     | 329     | 296     | 333     | 342     | 303     |
| 9     | 310     | 319     | 331     | 292     | 365     | 318     | 357     | 355     | 321     | 369     | 347     |
| 10    | 301     | 311     | 323     | 328     | 305     | 368     | 328     | 359     | 364     | 313     | 351     |
| 11    | 336     | 301     | 308     | 328     | 330     | 306     | 369     | 332     | 368     | 369     | 309     |
| 12    | 334     | 355     | 329     | 336     | 344     | 346     | 335     | 380     | 344     | 395     | 391     |
| Total | 3,799   | 3,830   | 3,818   | 3,887   | 3,906   | 3,968   | 4,015   | 3,999   | 3,953   | 3,883   | 3,810   |

Excludes Early Childhood and four independent study students

# RESIDENT BIRTHS

| Years       | Minnesota     | Rice County |
|-------------|---------------|-------------|
| 2005        | 70,950        | 794         |
| 2006        | 73,515        | <b>842</b>  |
| <b>2007</b> | <b>73,675</b> | 796         |
| 2008        | 72,382        | 794         |
| 2009        | 70,617        | 748         |
| 2010        | 68,407        | 720         |
| 2011        | 68,416        | 733         |
| 2012        | 68,783        | 744         |
| 2013        | 69,183        | 732         |
| 2014        | 69,916        | 661         |
| 2015        | 69,835        | 717         |
| 2016        | 69,746        | 812         |
| 2017        | 68,603        | 752         |
| 2018        | 67,348        | 728         |
| 2019        | 66,033        | 720         |
| 2020        | n.a.          | n.a.        |

# KINDERGARTEN AS A PERCENTAGE OF RICE COUNTY REMAINDER KINDERGARTEN POOL

| Birth Years | Pool | Percentage | Kindergarten Year |
|-------------|------|------------|-------------------|
| 2005; 2006  | 826  | 32.6%      | 2011-12           |
| 2006; 2007  | 811  | 34.6%      | 2012-13           |
| 2007; 2008  | 795  | 29.8%      | 2013-14           |
| 2008; 2009  | 763  | 34.9%      | 2014-15           |
| 2009; 2010  | 729  | 34.4%      | 2015-16           |
| 2010; 2011  | 729  | 33.9%      | 2016-17           |
| 2011; 2012  | 740  | 36.4%      | 2017-18           |
| 2012; 2013  | 736  | 34.2%      | 2018-19           |
| 2013; 2014  | 685  | 36.1%      | 2019-20           |
| 2014; 2015  | 698  | 29.2%      | 2020-21           |
| 2015; 2016  | 781  | 31.1%      | 2021-22           |
| 2016; 2017  | 772  |            | 2022-23           |
| 2017; 2018  | 736  |            | 2023-24           |
| 2018; 2019  | 722  |            | 2023-24           |

# RATIO OF KINDERGARTEN TO BIRTHS

- Northfield's share of the Rice County pool has decreased
  - Since 2011-12, share averaged 33.4%
  - Past four years—32.7%
  - Past three years—32.1%
  - Past two years—30.2%

# KINDERGARTEN/BIRTH RATIOS

- Cohort survival method
  - Kindergarten assumptions
    - Low is 32.7% (average of the past four years)
    - High is 33.4% (average of past 11 years))
  - Longer-term
    - In past 15 years, Rice County resident births decreased slightly from 1.12% to 1.09% percent of Minnesota resident births. Assumed Rice County would be at 1.09% (average of the past five years) for the next several years



# PROJECTED MINNESOTA 0-YEAR OLDS

| Year               | Projected Number | Adjusted Number |
|--------------------|------------------|-----------------|
| <b>2017 Actual</b> | <b>68,603</b>    |                 |
| 2017               | 70,312           |                 |
| <b>2018 Actual</b> | <b>67,348</b>    |                 |
| 2018               | 70,395           |                 |
| <b>2019 Actual</b> | <b>66,033</b>    |                 |
| 2019               | 70,373           |                 |
| 2020               | 70,325           | 65,965          |
| 2021               | 70,274           | 65,917          |
| 2022               | 70,227           | 65,873          |
| 2023               | 70,191           | 65,814          |
| 2024               | 70,164           | 65,811          |
| 2025               | 70,161           | 65,811          |

Adjusted number is 93.8 percent of projected number

# PROJECTED KINDERGARTEN POOL

| Year    | Number |
|---------|--------|
| 2021-22 | 781    |
| 2022-23 | 772    |
| 2023-24 | 736    |
| 2024-25 | 722    |
| 2025-26 | 720    |
| 2026-27 | 720    |
| 2027-28 | 720    |
| 2028-29 | 719    |
| 2029-30 | 719    |
| 2030-31 | 719    |
| 2031-32 | 719    |

These projections are sensitive to small changes in the assumptions

# KINDERGARTEN PROJECTIONS

| Year                                       | @32.7% | @33.4% |
|--|--------|--------|
| 2020-21                                    | 243    | 243    |
| 2021-22                                    | 252    | 258    |
| 2022-23                                    | 241    | 246    |
| 2023-24                                    | 236    | 241    |
| 2024-25                                    | 235    | 240    |
| 2025-26                                    | 235    | 240    |
| 2026-27                                    | 235    | 240    |
| 2027-28                                    | 235    | 240    |
| 2028-29                                    | 235    | 240    |
| 2029-30                                    | 235    | 240    |
| 2030-31                                    | 235    | 240    |
| Total                                      | 2,374  | 2,425  |
| Past ten years 2,497 Kindergarten students |        |        |

# NET MIGRATION YEAR TO YEAR

|       | 11 to 12 | 12 to 13 | 13 to 14 | 14 to 15 | 15 to 16 | 16 to 17 | 17 to 18 | 18 to 19 | 19 to 20 | 20 to 21 |
|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| K-5   | -7       | 27       | 43       | 25       | 58       | 25       | 4        | -5       | -16      | 54       |
| 6-8   | 48       | 36       | 36       | 24       | 59       | 36       | 20       | 37       | 26       | 20       |
| 9-12  | 43       | 43       | 53       | 55       | 42       | 63       | 43       | 55       | 60       | 5        |
| Total | 84       | 106      | 132      | 104      | 159      | 124      | 67       | 87       | 70       | 79       |

# NET MIGRATION

## YEAR TO YEAR

| Grade           | 11 to 12  | 12 to 13  | 13 to 14  | 14 to 15  | 15 to 16  | 16 to 17  | 17 to 18  | 18 to 19  | 19 to 20  | 20 to 21  |
|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| K to 1          | 1         | 18        | 20        | 9         | 11        | 3         | 3         | 2         | -6        | 29        |
| 1 to 2          | -4        | -4        | -7        | 13        | 9         | 14        | -5        | -13       | 0         | 6         |
| 2 to 3          | -7        | 5         | 8         | 0         | 5         | -3        | 5         | 2         | -10       | 10        |
| 3 to 4          | -1        | 1         | 16        | 6         | 14        | 0         | 1         | -1        | -1        | 7         |
| 4 to 5          | 4         | 7         | 6         | -3        | 19        | 11        | 0         | 5         | 1         | 2         |
| <b>5 to 6</b>   | <b>32</b> | <b>29</b> | <b>34</b> | <b>27</b> | <b>30</b> | <b>28</b> | <b>23</b> | <b>33</b> | <b>26</b> | <b>28</b> |
| 6 to 7          | 5         | 9         | 8         | 6         | 13        | 3         | 3         | 1         | -1        | -4        |
| 7 to 8          | 11        | -2        | -6        | -9        | 16        | 5         | -6        | 3         | 1         | -4        |
| <b>8 to 9</b>   | <b>23</b> | <b>14</b> | <b>23</b> | <b>24</b> | <b>22</b> | <b>23</b> | <b>26</b> | <b>25</b> | <b>36</b> | <b>5</b>  |
| 9 to 10         | 1         | 4         | -3        | 13        | 3         | 10        | 2         | 9         | -8        | -18       |
| 10 to 11        | 0         | -3        | 5         | 2         | 1         | 1         | 4         | 9         | 5         | -4        |
| <b>11 to 12</b> | <b>19</b> | <b>28</b> | <b>28</b> | <b>16</b> | <b>16</b> | <b>29</b> | <b>11</b> | <b>12</b> | <b>27</b> | <b>22</b> |
| Total           | 84        | 106       | 132       | 104       | 159       | 124       | 67        | 87        | 70        | 79        |

# SURVIVAL RATES

## YEAR TO YEAR

|                 | 11 to 12     | 12 to 13     | 13 to 14     | 14 to 15     | 15 to 16     | 16 to 17     | 17 to 18     | 18 to 19     | 19 to 20     | 20 to 21     |
|-----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| K to 1          | 1.004        | 1.064        | 1.084        | 1.034        | 1.044        | 1.012        | 1.011        | 1.008        | 0.976        | 1.142        |
| 1 to 2          | 0.984        | 0.985        | 0.997        | 1.051        | 1.033        | 1.053        | 0.980        | 0.952        | 1.000        | 1.025        |
| 2 to 3          | 0.975        | 1.020        | 1.030        | 1.000        | 1.019        | 0.989        | 1.018        | 1.008        | 0.961        | 1.039        |
| 3 to 4          | 0.996        | 1.004        | 1.063        | 1.022        | 1.048        | 1.000        | 1.004        | 0.996        | 0.996        | 1.028        |
| 4 to 5          | 1.015        | 1.026        | 1.022        | 0.989        | 1.068        | 1.036        | 1.000        | 1.018        | 1.004        | 1.008        |
| <b>5 to 6</b>   | <b>1.105</b> | <b>1.108</b> | <b>1.122</b> | <b>1.095</b> | <b>1.112</b> | <b>1.094</b> | <b>1.073</b> | <b>1.120</b> | <b>1.091</b> | <b>1.100</b> |
| 6 to 7          | 1.019        | 1.027        | 1.027        | 1.019        | 1.042        | 1.010        | 1.009        | 1.003        | 0.997        | 0.987        |
| 7 to 8          | 1.036        | 0.993        | 0.983        | 0.970        | 1.050        | 1.015        | 0.980        | 1.009        | 1.003        | 0.987        |
| <b>8 to 9</b>   | <b>1.078</b> | <b>1.044</b> | <b>1.086</b> | <b>1.070</b> | <b>1.074</b> | <b>1.069</b> | <b>1.079</b> | <b>1.084</b> | <b>1.108</b> | <b>1.015</b> |
| 9 to 10         | 1.003        | 1.013        | 0.991        | 1.045        | 1.008        | 1.031        | 1.006        | 1.025        | 0.975        | 0.951        |
| 10 to 11        | 1.000        | 0.990        | 1.015        | 1.006        | 1.003        | 1.003        | 1.012        | 1.025        | 1.014        | 0.987        |
| <b>11 to 12</b> | <b>1.057</b> | <b>1.093</b> | <b>1.091</b> | <b>1.049</b> | <b>1.048</b> | <b>1.095</b> | <b>1.030</b> | <b>1.036</b> | <b>1.073</b> | <b>1.060</b> |

# PROJECTED SURVIVAL RATES

| Grade            | Low<br>(Two year prior to<br>Pandemic) | High<br>(Past 3 years) |
|------------------|--|------------------------|
| K to 1*          | 1.010                                  | 1.010                  |
| 1 to 2           | 0.966                                  | 0.992                  |
| 2 to 3           | 1.013                                  | 1.003                  |
| 3 to 4           | 1.000                                  | 1.007                  |
| 4 to 5           | 1.009                                  | 1.010                  |
| <b>5 to 6</b>    | <b>1.097</b>                           | <b>1.104</b>           |
| 6 to 7           | 1.006                                  | 0.996                  |
| 7 to 8           | 0.995                                  | 1.000                  |
| <b>8 to 9*</b>   | <b>1.090</b>                           | <b>1.090</b>           |
| 9 to 10          | 1.016                                  | 0.984                  |
| 10 to 11         | 1.019                                  | 1.009                  |
| <b>11 to 12*</b> | <b>1.067</b>                           | <b>1.067</b>           |

\*Adjusted

# ENROLLMENT PROJECTIONS

- In ten years (2031-32)
  - Enrollment projected to decrease
    - 2020-21 3,810
    - 2031-32
      - 3,396 to 3,480
  - Kindergarten projected to be smaller than the previous year's Grade 12
  - Net in migration projected to continue driven by students transferring in at Grade 6 and Grade 9 and 13-year seniors (?)



# ENROLLMENT PROJECTIONS

| Year    | Low K<br>Low Mig | Low K<br>High Mig | High K<br>Low Mig | High K<br>High Mig |
|---------|------------------|-------------------|-------------------|--------------------|
| 2021-22 | 3,810            | 3,810             | 3,810             | 3,810              |
| 2022-23 | 3,756            | 3,747             | 3,762             | 3,753              |
| 2023-24 | 3,755            | 3,739             | 3,766             | 3,750              |
| 2024-25 | 3,698            | 3,677             | 3,714             | 3,693              |
| 2025-26 | 3,633            | 3,619             | 3,654             | 3,640              |
| 2026-27 | 3,586            | 3,579             | 3,611             | 3,605              |
| 2027-28 | 3,534            | 3,534             | 3,565             | 3,565              |
| 2028-29 | 3,477            | 3,487             | 3,514             | 3,524              |
| 2029-30 | 3,463            | 3,479             | 3,504             | 3,521              |
| 2030-31 | 3,435            | 3,459             | 3,482             | 3,507              |
| 2031-32 | 3,396            | 3,425             | 3,449             | 3,480              |

# ENROLLMENT PROJECTIONS

| Year            | K-5          | 6-8        | 9-12         | Total        |
|-----------------|--------------|------------|--------------|--------------|
| <b>2021-22</b>  | <b>1,491</b> | <b>921</b> | <b>1,398</b> | <b>3,810</b> |
| <b>2026-27</b>  |              |            |              |              |
| Low K/Low Mig   | 1,432        | 823        | 1,330        | 3,586        |
| Low K/High Mig  | 1,454        | 833        | 1,292        | 3,579        |
| High K/Low Mig  | 1,458        | 823        | 1,330        | 3,611        |
| High K/High Mig | 1,481        | 833        | 1,292        | 3,605        |
| <b>2031-32</b>  |              |            |              |              |
| Low K/Low Mig   | 1,401        | 781        | 1,214        | 3,396        |
| Low K/High Mig  | 1,422        | 801        | 1,202        | 3,425        |
| High K/Low Mig  | 1,430        | 797        | 1,221        | 3,449        |
| High K/High Mig | 1,452        | 818        | 1,209        | 3,480        |

# ENROLLMENT PROJECTIONS

- First five projection years (2021-22 to 2026-27)
  - K-5 is 10 to 59 students smaller than today
  - 6-8 is 88 to 98 students smaller than today
  - 9-12 is 68 to 106 students smaller than today
- In ten years (2021-22 to 2031-2)
  - K-5 is 39 to 90 students smaller than today
  - 6-8 is 103 to 140 students smaller than today
  - 9-12 ranges from 177 to 196 students smaller than today

# HOUSING UNITS

- Projections of additional housing units not readily available
  - Based on City of Dundas projections and estimates of need in a study completed by the Hoisington Koegler Group, Inc. titled *Northfield Housing Study—Final*, March 2021

# HOUSING UNITS

## PROJECTED HOUSING UNITS THROUGH 2025

|            | Single-Family | Apartments | Senior |
|------------|---------------|------------|--------|
| Northfield | 180           | 226        | 88     |
| Dundas     | 55            | 0          | 0      |
| Total      | 235           | 226        | 88     |

# ESTIMATED AFFECT OF ADDITIONAL HOUSING UNITS

- Single-Family detached units at 0.60 Northfield Public School students per unit = 141 K-12 students
  - About one-half of these students would be elementary students
- Apartment units likely to yield 0.11 to 0.15 Northfield Public School students per unit = 25 to 35 K-12 students
  - Nearly all these students would be elementary students

# ESTIMATED AFFECT OF ADDITIONAL HOUSING UNITS

- If projected units built and yields are as assumed:
  - Enrollment decrease projected by the cohort survival method could be moderated by about 50% in the first five projection years and elementary enrollment might remain near its current level.
  - This assumes that the per unit yields of current housing units do not decrease as children age out of school and competition does not take a larger share of students

# ESTIMATED AFFECT OF ADDITIONAL HOUSING UNITS

- Recent history
  - 2011-2020, City of Northfield alone added 214 additional single-family detached units yet resident enrollment in the Northfield Public Schools, while fluctuating year to year, did not increase over the past ten years



# ENROLLMENT PROJECTIONS

What could make these projections

- Too high
  - Projected kindergarten is too high
  - More students select other education options
- Too low
  - Projected kindergarten is too low
  - More nonresident students
  - More housing units constructed

**Summary of Mid-Year Performance Appraisal  
for Matthew Hillmann Ed.D.  
Superintendent Northfield Public Schools  
For the appraisal period of 7/1/2021-12/31/2021  
Summarized by Board Chair, Claudia Gonzalez-George  
January 24, 2022 Regular School Board Meeting**

For this review period, all seven board members completed the mid-year performance appraisal. The evaluation covers all facets of the superintendent's job responsibilities. Board members provide numeric ratings on 1-5 scale. (1=low, 5=high) for 48 job responsibilities organized around 8 major topics and 4 goals. In addition to completing the numeric ratings, board members provide additional comments in support of their rating.

Board Chair Claudia Gonzalez-George compiled and summarized board member's evaluations. For the numeric ratings, means were calculated. All written comments were shared with Dr. Hillmann verbatim, but were not attributed to a specific board member. As board chair, I met with Dr. Hillmann on January 19, 2022 to review the mid-year appraisal.

Dr. Hillmann received an outstanding appraisal achieving an overall rating of 4.92 out of 5. Board members provided numerous narrative comments that supported their ratings. Collectively, they cited his exceptional work in all areas. I will highlight the following three: the 5-year Strategic Plan, the District Mission and Vision, and Community Relations.

**5-year Strategic Plan:**The superintendent will facilitate an inclusive process that will result in the presentation of an updated strategic plan to the board by November 30, 2021.

Dr. Hillmann proposed a new 5-year strategic plan to update the district plan from 2016. This new 5-year Strategic Plan encompasses a financial stewardship style which will prioritize key commitments or values and tie them to the district budget priorities. Dr. Hillmann made an incredible effort to include as many stakeholders in as many venues as reasonably possible, culminating in an outstanding updated strategic plan. He facilitated zoom sessions, met with Spanish speaking parents, and even hosted a meeting outside one evening. His wit, wisdom, and wordsmithing got us a forward looking inclusive strategic plan on time and achieved it during a pandemic no less! Community members were given Dr. Hillmann's full attention and their questions, comments, and observations were thoughtfully considered. Dr. Hillmann's strong ability to facilitate an open and honest discussion gave participants the knowledge that their comments were truly being heard and valued. His facilitation of the board work session was also outstanding bringing the board input from many stakeholders. The new 5-year Strategic Plan will serve as the district's guiding principles for several years and board members are grateful Dr. Hillmann was able to help the community and board members focus on this important update.

**The District's Mission and Vision:**Engages all stakeholders in the development and implementation of a shared vision of learning, a strong organizational mission, and high, measurable goals that prepare every student to succeed in post-secondary learning and to become responsible and contributing citizens.

Dr. Hillmann is a strong leader with a strong vision for the Northfield School District. There is no better example of Dr. Hillmann's commitment to the mission and vision of the district, than his work over the past six months to bring us a new 5-year Strategic Plan. The outstanding process that led to the updated strategic plan served to re-energize and inspire all district stakeholders to recommit to the mission of preparing every student for lifelong success. What board members most value about Dr. Hillmann is how our district's mission and vision drives the decisions he makes every hour of every day. This focus and commitment is on full display for all those who work with him as they are held accountable to these goals.

This commitment has also resulted in a significant shift in the culture of the district that views its work through an equity lens.

**Community Relations:** Represents the school district as an effective public relations spokesperson.

More than anything now, schools are what bind the community together. Dr. Hillmann is a personable, positive, knowledgeable person who's passion and commitment to public education shines through in every conversation. His warm and engaging personality and genuine love of having productive dialogues with anyone who wants to engage has rightfully earned him broad support within the community. Throughout the pandemic, he has been a source of information that is trusted by the community. His steady, calm disposition continues to guide us through the newest pandemic challenges. Dr. Hillmann prides himself in communicating clearly and empathetically when responding to all stakeholders. He continues to put out district updates that are full of information and even has a regular presence at the local radio station KYMN to further explain the work of the district. Dr. Hillmann is well connected to various groups of stakeholders. He is a member of the Chamber of Commerce and the Rotary Club. These organizations help Dr. Hillmann network people and resources for the benefit of the entire community. Dr. Hillmann worked with Northfield Promise and the City of Northfield to create Northfield Racial & Ethnic Equity Collaborative. Through the work of the collaboration, decision makers from the entire greater Northfield community gathered to address antiracist work in town and committed to make lasting changes. Another indicator of Dr. Hillmann's ability to engage the community is his recent nomination for the Human Rights Award presented by the Human Rights Commission of the City of Northfield. He is known by local superintendents and has a great relationship with Chief Elliott and the staff at the Northfield Police Department. Leaders at the Minnesota Department of Education, Minnesota Department of Health, and Rice County Public Health know Dr. Hillmann is someone who can advocate clearly for K-12 education. "Community Relations" is his middle name.

In closing, Board members' high marks and feedback speak to our full confidence in Dr. Hillmann's leadership and ability to keep Northfield Public Schools moving towards a future full of hope and possibilities. Our district is lucky to have a kind, caring, and compassionate leader whose strong leadership benefits all.

## Fundraiser Report | January 24, 2022

Val Mertesdorf, Director of Finance

As required in Policy 713 Student Activity Accounting, I am providing a report of fundraisers that have occurred since July 1st.

| <b>Activity</b>  | <b>Type of fundraiser</b>                 | <b>Purpose</b>  | <b>Results</b>                              |
|------------------|---|---|---|
| Music Department | Poinsettia                                | Supplemental funds for instruments, equipment, travel, compositions and clinicians. | Sales: \$4,422.50<br>Net Profit: \$1,281.75 |
| Band             | Coupon Books                              | Raise fund to offset student travel costs   | Sales: \$7,200<br>Net Profit: \$2,400       |
| Girls Basketball | Bagging groceries at Cub                  | Raise funds for team gear   | Net Profit: \$1,328.17                      |
| Boys Swim & Dive | Bagging groceries at Cub                  | Purchase team suits, gatorade and warm ups  | Net Profit: \$1,055.00                      |
| Gymnastics       | Carried banner at Jesse James Days parade | Raise funds for team gear   | Net Profit: \$140.00                        |
| Cross Country    | Carried banner at Jesse James Days parade | Raise funds for team gear   | Net Profit: \$490.00                        |
| Cross Country    | Raider XC 24 Hour Relay                   | Raise funds to offset travel costs and purchase additional equipment                | Net Profit: \$5,606.00                      |
| Nordic Ski       | Coffee Bags                               | Equipment purchases and team travel costs   | Sales: \$1,245.00<br>Net Profit: \$685.00   |
| Girls Golf       | Rodeo clean up for Jesse James Days       | Equipment purchases, team gear  | Net Profit: \$800.00                        |

# Northfield Public Schools 2022-2023 School Calendar

Approved by the School Board  
June 14, 2021  
Updated January 24, 2022

| July 2022 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | Sa |
|           |    |    |    |    | 1  | 2  |
| 3         | 4  | 5  | 6  | 7  | 8  | 9  |
| 10        | 11 | 12 | 13 | 14 | 15 | 16 |
| 17        | 18 | 19 | 20 | 21 | 22 | 23 |
| 24        | 25 | 26 | 27 | 28 | 29 | 30 |
| 31        |    |    |    |    |    |    |

| July |                  |
|------|------------------|
| 4    | Independence Day |

| January 2023 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | Sa |
| 1            | 2  | 3  | 4  | 5  | 6  | 7  |
| 8            | 9  | 10 | 11 | 12 | 13 | 14 |
| 15           | 16 | 17 | 18 | 19 | 20 | 21 |
| 22           | 23 | 24 | 25 | 26 | 27 | 28 |
| 29           | 30 | 31 |    |    |    |    |

| January |   |
|---------|---|
| 2       | New Year's Day Holiday                  |
| 3       | School Resumes                          |
| 16      | No School, Dr Martin Luther King Jr Day |
| 20      | End of Second Quarter                   |
| 23-24   | No School, Teacher Preparation Day      |
| 25      | Beginning of Third Quarter              |

| August 2022 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| Su          | M  | Tu | W  | Th | F  | Sa |
|             | 1  | 2  | 3  | 4  | 5  | 6  |
| 7           | 8  | 9  | 10 | 11 | 12 | 13 |
| 14          | 15 | 16 | 17 | 18 | 19 | 20 |
| 21          | 22 | 23 | 24 | 25 | 26 | 27 |
| 28          | 29 | 30 | 31 |    |    |    |

| August |                         |
|--------|-------------------------|
| 22     | New SpEd/Elem Inservice |
| 23-24  | New teacher Inservice   |
| 25-30  | Staff Development Days  |
| 31     | Family Conferences      |

| February 2023 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | Sa |
|               |    |    | 1  | 2  | 3  | 4  |
| 5             | 6  | 7  | 8  | 9  | 10 | 11 |
| 12            | 13 | 14 | 15 | 16 | 17 | 18 |
| 19            | 20 | 21 | 22 | 23 | 24 | 25 |
| 26            | 27 | 28 |    |    |    |    |

| February |   |
|----------|---|
| 20       | No School; Staff Development Day<br>President's Day |

| September 2022 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| Su             | M  | Tu | W  | Th | F  | Sa |
|                |    |    |    |    | 2  | 3  |
| 4              | 5  | 6  | 7  | 8  | 9  | 10 |
| 11             | 12 | 13 | 14 | 15 | 16 | 17 |
| 18             | 19 | 20 | 21 | 22 | 23 | 24 |
| 25             | 26 | 27 | 28 | 29 | 30 |    |

| September |   |
|-----------|---|
| 1         | Family Conferences                                |
| 2         | Teacher Preparation Day                           |
| 5         | Labor Day   |
| 6         | First Day of School<br>Beginning of First Quarter |

| March 2023 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | Sa |
|            |    |    | 1  | 2  | 3  | 4  |
| 5          | 6  | 7  | 8  | 9  | 10 | 11 |
| 12         | 13 | 14 | 15 | 16 | 17 | 18 |
| 19         | 20 | 21 | 22 | 23 | 24 | 25 |
| 26         | 27 | 28 | 29 | 30 | 31 |    |

| March |                         |
|-------|-------------------------|
| 24    | End of Third Quarter    |
| 27-31 | No School; Spring Break |

| October 2022 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| Su           | M  | Tu | W  | Th | F  | Sa |
|              |    |    |    |    |    | 1  |
| 2            | 3  | 4  | 5  | 6  | 7  | 8  |
| 9            | 10 | 11 | 12 | 13 | 14 | 15 |
| 16           | 17 | 18 | 19 | 20 | 21 | 22 |
| 23           | 24 | 25 | 26 | 27 | 28 | 29 |
| 30           | 31 |    |    |    |    |    |

| October |                             |
|---------|-----------------------------|
| 20-21   | No School; Fall Break (MEA) |

| April 2023 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| Su         | M  | Tu | W  | Th | F  | Sa |
|            |    |    |    |    |    | 1  |
| 2          | 3  | 4  | 5  | 6  | 7  | 8  |
| 9          | 10 | 11 | 12 | 13 | 14 | 15 |
| 16         | 17 | 18 | 19 | 20 | 21 | 22 |
| 23         | 24 | 25 | 26 | 27 | 28 | 29 |
| 30         |    |    |    |    |    |    |

| April |  |
|-------|--|
| 3-4   | No School; Teacher Preparation Day             |
| 5     | School Resumes;<br>Beginning of Fourth Quarter |

| November 2022 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | Sa |
|               |    | 1  | 2  | 3  | 4  | 5  |
| 6             | 7  | 8  | 9  | 10 | 11 | 12 |
| 13            | 14 | 15 | 16 | 17 | 18 | 19 |
| 20            | 21 | 22 | 23 | 24 | 25 | 26 |
| 27            | 28 | 29 | 30 |    |    |    |

| November |                                    |
|----------|------------------------------------|
| 3        | End of First Quarter               |
| 4        | No School; Teacher Preparation Day |
| 7        | No School; Teacher Preparation Day |
| 8        | Beginning of Second Quarter        |
| 23-25    | No School, Thanksgiving Break      |

| May 2023 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| Su       | M  | Tu | W  | Th | F  | Sa |
|          | 1  | 2  | 3  | 4  | 5  | 6  |
| 7        | 8  | 9  | 10 | 11 | 12 | 13 |
| 14       | 15 | 16 | 17 | 18 | 19 | 20 |
| 21       | 22 | 23 | 24 | 25 | 26 | 27 |
| 28       | 29 | 30 | 31 |    |    |    |

| May |                         |
|-----|-------------------------|
| 29  | No School, Memorial Day |

| December 2022 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| Su            | M  | Tu | W  | Th | F  | Sa |
|               |    |    |    | 1  | 2  | 3  |
| 4             | 5  | 6  | 7  | 8  | 9  | 10 |
| 11            | 12 | 13 | 14 | 15 | 16 | 17 |
| 18            | 19 | 20 | 21 | 22 | 23 | 24 |
| 25            | 26 | 27 | 28 | 29 | 30 | 31 |

| December     |                         |
|--------------|-------------------------|
| Dec 23-Jan 2 | No School; Winter Break |

| June 2023 |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| Su        | M  | Tu | W  | Th | F  | Sa |
|           |    |    |    | 1  | 2  | 3  |
| 4         | 5  | 6  | 7  | 8  | 9  | 10 |
| 11        | 12 | 13 | 14 | 15 | 16 | 17 |
| 18        | 19 | 20 | 21 | 22 | 23 | 24 |
| 25        | 26 | 27 | 28 | 29 | 30 |    |

| June |  |
|------|--|
| 9    | Last Day of School (2-hr early dismissal)<br>End of fourth quarter |
| 11   | Graduation   |

**School Cancellation Procedures:**

On the third and subsequent full day closures, the e-Learning day procedures will be implemented. The latest district e-Learning day guidelines can be found online at: <https://northfieldschools.org/parents/school-closings/>

- Holidays, No School
- Holidays
- No School
- Kickoff Family Conferences
- No School, Teacher Preparation or Staff Development Days

**Student Days:**

Term 1: 41 days  
Term 2: 43 days  
Term 3: 42 days  
Term 4: 47 days  
TOTAL: 173 days

**Summary:**

173 student contact days  
44 14 non-student contact days  
~~3 conference days off calendar~~  
TOTAL: 187 contract days  
83 days - first semester; 90 days - second semester

## Policy 503 STUDENT ATTENDANCE

### I. PURPOSE

The purpose of this policy is to encourage regular school attendance. This policy recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher and administrators in the Northfield School District.

The district believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

1. Student's responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request or access any missed assignments due to an absence.

2. Parent or guardian's responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent access to missed assignments ~~upon request~~. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise. This could include collaborating with members of the school's attendance committee, problem solving team, or other designated attendance support personnel.

4. Administrator's responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students,

to maintain accurate records on student attendance and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes Section 120A.22, the students of the school district are required to attend all assigned classes and/or study halls every day school is in session, unless the student has an excused absence, has withdrawn, or has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school.

B. Attendance Procedures

Attendance procedures shall be presented ~~annually~~ to the board for review and approval. Following approval by the board, the attendance procedures shall be included in student handbooks developed for the elementary, middle school and high school buildings and have the force of policy. Absences and tardiness may be excused or unexcused. Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, Sections 121A.40-121A.56.

C. Religious Observance Accommodation

Reasonable efforts will be made by the district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal/administrator.

### III. OPEN ENROLLED STUDENTS

The district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes, Section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes, Section 124D.08) at the end of a school year if all three of these condition are met:

1. The student meets the definition of a habitual truant.
2. The student has been provided appropriate services for truancy (Minnesota Statute Ch.260A).
3. The student's case has been referred to juvenile court.

The district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

### IV. DISSEMINATION OF POLICY

1. Copies of the attendance procedures established under this policy shall be made available to all students and parents at the beginning of each school year. This policy shall also be available upon request in each principal's office and on the district's website.
2. The district will provide annual notice to parents of the district's policy relating to a student's absence from school for religious observance.

## V. REQUIRED REPORTING

### A. Continuing Truant

Minnesota Statutes, Section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes, Section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes, Section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school, or
2. Three or more class periods on three days if the child is in middle school or high school.

### B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes, Section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, all of the following:

1. That the child is truant.
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences.
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes, Section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, Section 120A.34.
4. That this notification serves as the notification required by Minnesota Statutes, Section 120A.34.
5. That alternative educational programs and services may be available in the child's enrolling or resident district.
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy.
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statute Chapter 260C.



8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes, Section 260C.201.
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Policy 503 Student Attendance

Adopted: 02.26.2007; Updated: 12.2013, 12.2014; Statutory Update: INSERT DATE HERE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is Continuing Truant)  
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565, 95 S.Ct. 729 (1975)  
*Slocum v. Holton Board of Education*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Board of Education of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Board of Education of Township High School District No. 113*, 66 Ill. App.3d 7 (1978)  
*Gutierrez v. School District R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Board of Education*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** Policy 506 (Student Discipline)

## Policy 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

### I. PURPOSE

The purpose of this policy is to provide guidance to Northfield Public Schools in regard to ~~for~~ the collection, maintenance and dissemination of pupil records and the protection of the privacy rights of students as provided in ~~state and~~ federal law and state statutes.

### II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 U.S.C. § 1232g, et seq., (Family Educational Rights and Privacy Act (FERPA)) 34 C.F.R. Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter. 13, and Minnesota. Rules Parts 1205.0100-1205.2000.

### III. DEFINITIONS

- A. “Authorized Representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.
- B. “Biometric Record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for ~~authorized~~ automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).
- C. “Dates of attendance” as referred to in “Directory Information” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, internet, or other electronic communication information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. It does not include specific daily records of a student’s attendance at a school or schools in the school district.
- D. “Directory information” means information contained in an education record of a student ~~which that~~ that would not generally be considered harmful or an invasion of privacy if disclosed. It includes but is not ~~It is~~ limited to the student’s
- Name
  - Address
  - Telephone listing
  - Electronic mail address
  - Photograph
  - Date and place of birth
  - Major field of study

- Dates of attendance
- Grade level
- Enrollment status (i.e. full-time or part-time)
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- ~~Middle and High School Student Athletic Physical Examination Expiration Date~~, Degrees, honors and awards received
- Most recent educational agency or institution attended
- ~~Photographs, videotapes and other visual representations for school-approved publications, yearbooks, newspapers, public presentations, and web pages, including district, school and department social media sites.~~
- Name, address and telephone number of the student's parent(s).

Directory information does not include a student's:

1. ~~a student's~~ Social security number
2. ~~a student's~~ Identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identify such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user
3. ~~a student~~ ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student
4. Personally identifiable data which references religion, race, color, social position or nationality, or
5. Data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian

~~E. "Military information" means name, address and home phone number for all students in grades 11 and 12. (addressed later in this policy)~~

F.E. "Education records" means those records ~~which that~~ are directly related to a student and ~~are~~ maintained by the school district or by a party acting for the school district.

1. ~~The term~~ "Education records" does not include:
  - a. Records of instructional personnel that are, ~~supervisory and administrative personnel and educational personnel ancillary thereto which:~~
    1. Are Kept in the sole possession of the maker of the records
    2. Used only as a personal memory aid
    3. ~~Are~~ Not accessible or revealed to any other individual except a temporary substitute, and
    4. Destroyed at the end of the school year.

- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are
  - 1. Maintained separately from education records
  - 2. Maintained solely for law enforcement purposes, and
  - 3. Disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the district which
  - 1. Are made and maintained in the normal course of business
  - 2. Relate exclusively to the individual in that individual's capacity as an employee, and
  - 3. Are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, ~~which that~~ are
  - 1. ~~created~~ Made or maintained by a physician, psychiatrist, psychologist or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity
  - 2. ~~created~~ Made, maintained or used only in connection with the provision of treatment to the student, and
  - 3. ~~not~~ Disclosed only to ~~anyone other than~~ individuals providing the treatment, provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities which are part of the program of instruction within the school district.
- e. Records created or received by the school district after ~~which contain only information about~~ an individual ~~after he/she~~ is no longer a student ~~in at~~ the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

**GF.** "Eligible student" means a student ~~in the district~~ who has attained eighteen is (18) years of age or is attending an institution of post-secondary education.

**HG.** "Juvenile justice system" ~~includes~~ includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

**HI.** "Legitimate educational interest" includes an ~~interests~~ directly related to classroom instruction, teaching, student achievement and progress, student discipline, ~~and~~

student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board
2. Perform a supervisory or instructional task directly related to the student's education
3. Perform a service of benefit for the student or the student's family such as health care, counseling, student job placement or student financial aid, or
4. Perform a task directly related to responding to a request for data

~~J.I.~~ "Parent" means a parent of a student and includes a natural parent, ~~or~~ a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights inherent in the applicable law and set out in this policy unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or custody, or a legally binding instrument which provides to the contrary.

~~K.J.~~ "Personally identifiable" means that the data or information includes, but is not limited to

1. ~~the name of~~ A student's name
2. The name of the student's parent or other family member
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number or student number or biometric record
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty, or
7. Information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

~~L.K.~~ "Record" means any information or data recorded in any ~~medium~~ way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

~~M.L.~~ "Responsible authority" means the superintendent of schools or their designee.

~~N.M.~~ "Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding ~~on~~ whom the school district maintains educational records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

~~O.N.~~ "School official" includes a person

1. Duly elected to the school board
2. Employed by the school board in an administrative, supervisory, instructional, or other professional position

3. Employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute, and
4. Employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

**PQ.** "Summary data" means statistical records and reports derived from data on individuals, but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

**QP.** All other terms and phrases shall be defined in accordance with applicable law or ordinary custom and usage.

#### **HHIV. GENERAL CLASSIFICATION**

State law provides that all data collected, created, received or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

#### **IV. STATEMENT OF RIGHTS**

##### **A. Rights of Parents and Eligible Students**

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in ~~Section XXI~~ of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an “eligible student.” However, the parents of an eligible student who is also a “dependent student” are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 C.F.R. § 99.31(a).

C. Disabled Students with a Disability

The school district shall follow 34 C.F.R. §§300.610-300.617 with regard to the privacy, notice, access, recordkeeping and accuracy ~~confidentiality~~ of information related to students with a disability.

**VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. A specification of the records to be disclosed
  - b. The purpose or purposes of the disclosure
  - c. The party or class of parties to whom the disclosure may be made
  - d. The consequences of giving informed consent, and
  - e. If appropriate, a termination date for the consent
3. When a disclosure is made under this subdivision:
  - a. If the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed, and
  - b. If the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. Identifies and authenticates a particular person as the source of the electronic consent, and

- b. Indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
- a. In plain language
  - b. Dated
  - c. Specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject
  - d. Specific as to the nature of the information the subject is authorizing to be disclosed
  - e. Specific as to the persons or agencies to whom the subject is authorizing information to be disclosed
  - f. Specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. Specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for:
    - (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or
    - (ii) medical assistance under Minnesota Statutes Chapter 256B or Minnesota Care under Minnesota Statutes Chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in ~~Section IV.~~ of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein and if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records.
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party



- a. Performs an institutional service or function for which the school district would otherwise use employees
  - b. Is under the direct control of the school district with respect to the use and maintenance of education records, and
  - c. Will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section Annual Notification of Rights), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 U.S.C. § 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes Section 260B.171, unless the data are required to be destroyed under Minnesota Statutes Section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records ~~which~~ that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with ~~Section Request to Amend Records; Procedures to Challenge Data~~ of this policy.
  4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law.
  5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to
    - a. Determine eligibility for the aid
    - b. Determine the amount of the aid
    - c. Determine conditions for the aid, or
    - d. Enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution.

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted

- a. Before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released, or
  - b. After November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be or destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.
8. To accrediting organizations in order to carry out their accrediting functions.
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes.
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in

compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 U.S.C. § 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself.

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student.
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals.
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy.
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy.
15. To the parent of a student who is not an eligible student or to the student himself or herself.

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students.
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student
  - a. The following information about a student must be disclosed
    - 1) A student's full name, home address, telephone number, date of birth
    - 2) A student's school schedule, daily attendance record, and photographs, if any, and
    - 3) Any parents' names, home addresses, and telephone numbers.
  - b. The existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student
    - (1) Use of a controlled substance, alcohol, or tobacco
    - (2) Assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act
    - (3) Possession or use of weapons or look-alike weapons
    - (4) Theft, or
    - (5) Vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes Section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's

permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes Section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service, for the purposes of conducting program monitoring,

evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1996 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that

(a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary, and

(b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements. Or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 U.S.C. § 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order.
2. Pursuant to a statute specifically authorizing access to the private data, or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

## **VII. RELEASE OF DIRECTORY INFORMATION**

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the

education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an “education record,” the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual’s attendance as a student (e.g., a student’s activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of
  - a. The types of personally identifiable information regarding students and/or parents that the school district has designated as directory information.
  - b. The parent’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information, and
  - c. The period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent’s or eligible student’s prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. Prevent the school district from disclosing or requiring the student to disclose the student’s name, ID, or school district email address in a class in which the student is enrolled, or
  - b. Prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student’s social security number or other

non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate.
2. Home address.
3. School presently attended by student.
4. Parent's legal relationship to student, if applicable, and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

## **VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all. ~~Pursuant to Minnesota law, child welfare reports pertaining to abused and battered children shall be accessible to appropriate welfare and law enforcement agencies and the subject individual alone. The district shall not make such reports available to the parent.~~

~~21.~~ The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors, whether



- a. The minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access.
- b. The personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm.
- c. There are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate.
- d. The data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject, and
- e. The data concerns medical, dental or other health services provided pursuant to Minnesota Statutes Sections 144.341 to 144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

**VIII. DISCLOSURE OF CONFIDENTIAL RECORDS**

- A. Confidential records are those records and data contained therein ~~within those records~~ which are made not public by state or federal law and which are inaccessible to the student and his or her parent or to an eligible student.

~~AB~~. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E, ~~Stat. § 626.556~~, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff or the local police department subject to the provisions of Minnesota Statutes Chapter 260E, ~~Stat. § 626.556, Subd. 11~~.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, ~~Stat. § 626.556, Subd. 7~~, 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 occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

**BC.** Investigative Data

~~1.~~ Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

~~21.~~ The school district may make any data classified as protected non-public or confidential data pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

~~32.~~ A complainant has access to a statement he or she provided to the school district.

~~43.~~ Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes Section 13.393.

~~54.~~ Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events

- a. A decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action.
- b. The expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action, or
- c. The exhaustion or expiration of rights of appeal by either party to the civil legal action.

~~65.~~ A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

**ED.** Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the

performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

**IX. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes Section 121A.40, *et seq.*

**XI. DISCLOSURE OF DATA TO MILITARY RECRUITMENT OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

- A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officer only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision
1. May be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, ~~and~~ other career and educational opportunities provided by the military. ~~and~~
  2. Cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces, and
  3. Copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority, building principal, in writing each year. (See Appendices C and D.)
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

### **B. Redisclosure Not Prohibited**

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section Disclosure of Education Records of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
  - a. The disclosures meet the requirements of Section Disclosure of Education Records of this policy; and
  - b. The school district has complied with the record-keeping requirements of Section Disclosure of Private Records of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 U.S.C. § 14071. However, the school district must provide the notification required in Section Release of Directory Information of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

### **C. Classification of Disclosed Data**

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Release of Directory Information of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 C.F.R. § 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in § 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

**XIII. RESPONSIBLE AUTHORITY, RECORD SECURITY; AND RECORD KEEPING**

A. The responsible authority shall be responsible for the maintenance and security of student records and shall be the superintendent of schools or his or her designee.

B. Record Security

The principal of each school and the Director of ~~Student~~ Special Services, subject to the supervision and control of the superintendent, shall be the records manager of his or her school or program and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records. The Office of the Superintendent shall be the records manager for student records maintained in the district storage.

C. Record Keeping

1. The district shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, ~~kept~~ with the education records of the student, that indicates
  - a. The parties who have requested or obtained personally identifiable information from the education records of the student.
  - b. The legitimate interests these parties had in requesting or obtaining the information.
  - c. The date of the request.
  - d. The names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
  - e. Whether the request was granted and, if it was, the date access was permitted or the disclosure was made.

~~D.2.~~ Section C above does not apply to disclosures to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student when the consent is specific with respect to the party or parties to whom the disclosure is to be made, disclosures to school officials under Disclosure of

Education Records or disclosures of directory information under Release of Directory Information.

~~E. The record of disclosures may be inspected by the parent of the student or the eligible student, and by the authority responsible for the custody of the records.~~

3. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

1. The names of the additional parties to which the receiving party may disclose the information on behalf of the school district.

2. The legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information.

3. A copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 C.F.R. § 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

4. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. U.S.C. § 2332b(g)(5)(B) or an act of domestic or international terrorism.

5. The record of requests of disclosures may be inspected by:

- a. The parent of the student or the eligible student.
- b. The school official or his or her assistants who are responsible for the custody of the records, and
- c. The parties authorized by law to audit the record-keeping procedures of the school district.

6. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

- a. The articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b. the parties to whom the school district disclosed the information.

7. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

### **XIII. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

- A. The district shall permit the parent/guardian of a student, ~~or~~ an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the district to inspect and review all education records of the student (except those records which are made confidential by state or federal law). A written request must be submitted in accordance with district procedure. All education records include education records kept by teachers, counselors and other school staff members, and education records kept in school offices and district-level records storage. The district shall comply with a request immediately, if possible, or within ten (10) working days of the date of that request, excluding Saturdays, Sundays and legal holidays.
- B. The right to inspect and review education records ~~under Section XII. A. (Right to Inspect and Review Education Records)~~ includes
1. The right to a response from the district to reasonable requests for explanations and interpretations of the records, and
  2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the ~~The right to obtain copies of the records from the district where failure of the district to provide the copies would effectively prevent a parent or eligible student from exercising the right to inspect and review the requested education records.~~
  3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent/guardian or by the student upon the student reaching the age of majority.
- C. The district may presume that either parent of the student has authority to inspect and review the education records of the student unless the district has been provided with evidence that there is a legally binding instrument, or a state law or court order governing such matters as divorce, separation or custody, which provides to the contrary.
- D. The school district shall charge a reasonable fee for providing copies of records. The cost of providing copies shall be borne by the parent or eligible student, except when to do so would impair the ability of the parent or the eligible student to exercise their right to inspect and review those records. Copying costs shall be waived for families eligible for free or reduced school lunch. Parents or eligible students shall request a fee waiver in writing.

E. Parents or eligible students shall submit to the district a written request to inspect education records which identify as precisely as possible the record or records they wish to inspect.

F. If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

H. If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

I. The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

J. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

- a. the cost of materials, including paper, used to provide the copies
- b. the cost of the labor required to prepare the copies
- c. any schedule of standard copying charges established by the school district in its normal course of operations
- d. any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems, and
- e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.



## XIV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

### A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy of the student may request in writing that the district amend the records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the district to make. The request shall be signed and dated by the requestor.
1. ~~2.~~ The superintendent or designee district shall decide whether to amend the education records of the student in accordance with the request within a reasonable period of time of receipt thirty (30) days after receiving of the request.
2. 3. ~~3.~~ If the superintendent or designee district decides to refuse to amend the education records of the student in accordance with the request, they shall inform the parent of the student or the eligible student of the refusal and advise the parent or the eligible student of the right to a hearing under Section B below.

### B. Request Right for to a Hearing

If the district refuses to amend the education records of a student, the district shall, on request, provide an opportunity for a hearing in order to challenge the content of a student's education records to insure that information in the education records of the student is not inaccurate, misleading, incomplete or otherwise in violation of the privacy or other rights of students. The hearing shall be conducted in accordance with Section C below.

1. If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, it shall inform the parent or eligible student of the right to place ~~in the education records of the student~~ a statement in the record commenting ~~upon~~ the contested information in the education records ~~and/or~~ stating why they disagree ~~setting forth any reason for disagreeing~~ with the decision of the ~~agency~~ district, or ~~institution both.~~
3. Any statement placed in the education records of the student based on the results of a hearing to amend that student's records shall:

- a. Be maintained by the district as part of the education records of the student as long as the record or contested portion thereof is maintained by the district, and
- b. If the education records of the student or the contested portion thereof is disclosed by the district to any party, the statement shall also be disclosed to that party.

### C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.
2. The hearing may be conducted by the superintendent or other designated representative of the school board who has no direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the district's position and to advise the superintendent or designated representative on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity at the hearing to present evidence relevant to the issues raised under sections A. and B. above and may be assisted by individuals of his or her choice at his or her own expense, including an attorney.
4. The decision shall be made in writing in a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.
5. The decision of the superintendent or designated representative shall be the final decision of the district.

### D. Appeal

The decision of the superintendent (responsible authority) or designated representative may be appealed in accordance with the applicable provisions of ~~the State Administrative Procedures Act~~, Minnesota Statutes Chapter 14 relating to contested cases.

## XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means building principal.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## **XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA and the rules promulgated thereunder, shall be submitted in writing to the ~~Family Policy Compliance Office~~, U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue SW., Washington, D.C. 20202-8520. A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

## **XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

## **XVIII. ANNUAL NOTIFICATION OF RIGHTS**

### **A. Contents of Notice**

The district shall give parents of students in attendance or eligible students in attendance annual notice by such means as are reasonably likely to inform them of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records.
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records.
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent.
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder.
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests, and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

- B. Notification to Parents of Students Having a Primary Home Language Other Than English. The district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

- C. Notification to Parents or Eligible Students Who are Disabled. The district shall provide for the need to effectively notify parents or eligible students identified as disabled.

## ~~XVHX~~. DESTRUCTION AND RETENTION OF RECORDS

~~The d~~ Destruction and retention of records by the district shall be controlled by state and federal law.

## XXI. COPIES OF POLICY

This policy can be viewed on the district's website. Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

### Policy 515 Protection and Privacy of Pupil Records

Adopted: 8/25/08; Updated 04.11, 05.14.12, 05.14.13, 12.13, 06.18; Revised: 12.02.19 (non-substantive changes)

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

#### **Appendices:**

Appendix A – Statement of Rights  
Appendix B – Notice of Designation of Directory Information  
Appendix C – Denial of Release of Directory Information  
Appendix D – Notice to Parents/Guardians and Students Regarding the Release of Information to Military Recruiters  
~~Appendix E – Authorization for Release of School Records~~  
~~Appendix F – Consent for the Release of Confidential Information Regarding Alcohol & Drug Abuse Student Records~~  
~~Appendix G – Request for Access to Records~~  
~~Appendix H – Request for Correction to be Made in the Education Record~~  
~~Appendix I – Retention of Test Protocols~~  
~~Appendix J – Photograph and Student Work Consent Form~~  
~~Appendix K – Juvenile Justice System Request for Information~~

#### **Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.393 (Attorneys)  
Minn. Stat. Ch. 14 (Administrative Procedures Act)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.75 (~~Sharing Disposition Order and Peace Officer Records~~ Receipt of Records; Sharing)  
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)  
Minn. Stat. Ch. 256L (MinnesotaCare)  
Minn. Stat. § 260B.171, subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
Minn. Stat. § 363A.42 (Public Records; Accessibility)  
~~Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)~~  
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)  
18 U.S.C. § 2331 (Definitions)  
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)  
20 U.S.C. § 7908 (Armed Forces Recruiting Information)  
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)  
25 U.S.C. § 5304 (Definitions – Tribal Organization)  
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)

42 U.S.C. § 1711 et seq. (Child Nutrition Act)  
42 U.S.C. § 1751 et seq. (Richard B. Russell National School Lunch Act)  
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)  
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
42 C.F.R. § 2.1 et seq. (Confidentiality of Drug Abuse Patient Records)  
*Gonzaga University v. Doe*, 536 U.S. 273, ~~122 S.Ct. 2268~~, ~~153 L.Ed. 2d 309~~ (2002)

***Cross References:***

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
~~Policy 515.2 (Access to Students and Student Records by Custodial and Non-Custodial Parents)~~  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 520 (Student Surveys)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 722 (Public Data Requests)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
~~MSBA Service Manual, Chapter 13~~, School Law Bulletin "I" (School Records – Privacy – Access to Data)

## **Policy 524.2 USE OF TECHNOLOGY AND TELECOMMUNICATION SYSTEMS BY STUDENTS**

### **I. PURPOSE**

The Northfield School District provides technology and telecommunications resources for district students to support and enhance student learning. Access to and use of technology resources for students and employees is a fundamental part of education. This policy covers district student use of all technology and telecommunications resources in the district. The purpose of this policy is to govern and guide the appropriate use of these resources.

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

The district provides students with access to computers and peripherals, district networks, on campus and hotspot Internet access, software applications and other technology services in order to support and enhance student learning and to prepare them for work and life.

### **III. ACCEPTABLE/UNACCEPTABLE USES**

1. Each student shall act responsibly when utilizing technology resources.
  - a. The use of the school district networks/computers/peripherals and internet/software applications and systems is a privilege that can be revoked at any time for abusive behavior. All activity and utilization of district technology resources must comply with Student Citizenship Handbook and school board policies.
  - b. While not an exhaustive list, students will not:
    - Use district technology resources to access, review, display, store, upload, download, distribute, post, receive, transmit, or print pornographic, obscene or sexually explicit materials or language, or other visual depictions that are harmful to minors.
    - Use district technology resources to access, display, store, upload, download, distribute or print materials that advocate violence, harassment or discrimination (hate literature) or are disruptive in any way.
    - Send abusive, intimidating, harassing, or unwanted material causing the work of others to be disrupted.
    - Use the district technology resources to vandalize, damage or disable the property of another person, will not make deliberate attempts to degrade, vandalize or disrupt equipment, software, or system performance, will not violate the network's security in any way, and will not use the school district network/Internet/email system in any way so as to disrupt the use of the system by other users.
    - Use district technology resources to gain unauthorized access to resources, passwords, accounts, information or files without direct permission from the district.
    - Use district technology resources to violate copyright laws, download or pirate software or plagiarize information, or engage in any illegal act or violate any local, state, or federal statute or law.

- Send or forward unnecessary or frivolous emails or messages in any quantity to other users of the district email system or other digital applications. Transmission of chain letters and pyramid schemes is strictly prohibited.
  - Use district technology resources for commercial purposes, political lobbying or solicitation of any kind.
  - Use non-district owned equipment or devices to access networks and file servers that require district-provided credentials.
  - Use district technology resources to communicate under a false name or designation or a name or designation they are not authorized to use, including instances in conjunction with representing that they are somehow acting on behalf of or under the auspices of the school district.
  - Use the name “Northfield Public Schools” in any form or use any symbol or logo or graphic used by Northfield Schools without the district’s prior consent.
  - Utilize the district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as Facebook, Twitter, Instagram, Snapchat, TikTok, Reddit, and similar websites or applications.
- c. Students will use electronic information resources in compliance with all existing school board policies. Non-district owned equipment may access district guest networks but must comply with school district policy and procedures.
2. Each student shall respect private passwords, copyright and other intellectual property rights.
- a. Copying of data, files or using passwords belonging to others will be considered a violation of school district policies, a violation of law, and may constitute fraud, plagiarism or theft.
  - b. Software licensed by the district must only be used in accordance with applicable license specifications and agreements. Illegal copying and/or installing of software on district computers is strictly prohibited. Illegal copying and/or installing of district licensed software on personal devices is strictly prohibited.
  - c. Modifying or damaging information without authorization including but not limited to altering data, introducing viruses or damaging files or data is unethical and a violation of school district policies.
3. Each student shall abide by security restrictions on all systems and information.
- a. Distributing or making your password or another person’s password or access code available to others or otherwise attempting to evade, disable or “crack” passwords, desktop security systems, or other security precautions, or assisting others in doing so threatens work, privacy and the integrity of school district information, and is a serious violation of school district policy.
  - b. Attempts to “bypass” virus protection software on workstations or servers are violations of district security procedures.
  - c. Software or applications are generally installed by District technology services staff. Software or applications may only be installed by students with specific permission from the District.

4. Each student shall recognize limitations to privacy and use of electronic communications. Employees, staff and students do not own district technology and telecommunications equipment or software. The school district reserves the right to access user files at any time to protect the integrity of the systems and property of the district.
  - a. The district may examine or make copies of files that are suspected of misuse, or that have been corrupted or damaged. Files may be subject to search by law enforcement agencies if files contain information, which may be used as evidence in a court of law.
  - b. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities and activities not in compliance with school district policies.
  
5. Each student shall be aware that data and other materials in files maintained on school district property or hosted solutions licensed by the district may be subject to review, disclosure or discovery under State and Federal legislation, including the Minnesota Government Data Practices Act.
  - a. The district can and will monitor the online activities of all employees and students, and employ “filtering” protection measures during any use by employees and/or students. The “filtering” measures are intended to block Internet sites that contain violent, obscene, pornographic or sexually explicit materials. The district will comply with any and all state and federal requirements around Internet filtering for student use. The use of this software does not guarantee that students or staff will not be able to obtain objectionable or pornographic materials over the Internet, but the chances have been minimized.
  - b. It is mandatory that staff closely monitor and supervise student use of the Internet and all other technology resources at school to ensure appropriate, educational use.
  
6. The school district has a special interest in regulating off-campus speech that materially disrupts classwork or involves substantial disorder or invasion of the rights of others. A student or employee engaging in the foregoing unacceptable uses of the internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations may include, but are not limited to, serious or severe bullying or harassment targeting particular individuals, threats aimed at teachers or other students, failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities, and breaches of school security devices. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.



#### IV. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

Outside of school, parents bear responsibility for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

Parents may have the right at any time to investigate or review the contents of their child's files and email files in accordance with the school district's Protection and Privacy of Pupil Records Policy. Parents have the right to request the termination of their child's individual account at any time.

#### Policy 524.2 Use of Technology and Telecommunications Systems by Students

Adopted: 04.13.1998; Revised: 07.19.2001, 05.10.2004, 06.10.2013; Updated: 03.09.2020, 09.27.2021; Statutory Update:

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

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

15 U.S.C. § 6501 et seq. (Children's Online Privacy Protection Act)

17 U.S.C. § 101 et seq. (Copyrights)

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

47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))

47 C.F.R. § 54.520 (FCC rules implementing CIPA)

Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)

Mahanoy Area Sch. Dist. v. B.L., 594 U.S., 141 S. Ct. 2038 (2021)

~~Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)~~

~~United States v. Amer. Library Assoc., 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)-524-11~~

~~Dominger v. Nichoff, 527 F.3d 41 (2nd Cir. 2008)~~

Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)

~~R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 894 F.Supp.2d 1128 (D. Minn. 2012)~~

~~Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)~~

~~S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)~~

~~Kowalski v. Berkeley County Sch., 652 F.3d 565 (4th Cir. 2011)~~

~~Layschock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)~~

~~Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton~~

~~R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)~~

~~M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)~~

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)

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

MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

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

MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Grievance Procedures and Process ~~Student Sex Nondiscrimination~~)

MSBA/MASA Model Policy 603 (Curriculum Development)

MSBA/MASA Model Policy 604 (Instructional Curriculum)

MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

MSBA/MASA Model Policy 806 (Crisis Management Policy)

MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

## Policy 534 ~~UNPAID MEAL CHARGES~~ SCHOOL MEALS

### I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### II. PAYMENT OF MEALS

- A. All students will have individual meal accounts with a separate 4-digit PIN (Personal Identification Number) for each student/user in the family to record individual meal purchases. When an account reaches zero or there is insufficient funds a student shall not be allowed to purchase a la carte items until the negative account balance is paid. Families may pay for meals by using cash, check or Revtrak online payment system. Payments may be made daily and sent to any school the student attends. Checks should be made out to Northfield Public Schools and must include the student's first and last name and personal identification number (PIN). Cash payments will be accepted in a sealed envelope with the student and parent's first and last name, PIN number, and the amount of payment written on the outside of the envelope. Payments may also be mailed to Northfield Public Schools, Child Nutrition Office, 201 South Orchard Street ~~1400 Division Street South~~, Northfield, MN 55057. All schools have payment envelopes and collection boxes placed in the Child Nutrition area for receipt of payments. Each school collects and posts money daily into individual meal accounts. Money collected will be posted into the account as it is turned in or at least by 10:30 a.m. and again by 2:00 p.m. All other cash or check payments will be posted the following day.

See Negative Balance and NSF procedure for payment of meals.

- B. If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.
- C. The school district does not provide alternate meals, but will allow a student with an outstanding meal charge debt to purchase a reimbursable meal.
- D. When a student has a negative account balance, the student will not be allowed to charge an a la carte item.

- E. A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.
- F. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### III. **LOW OR NEGATIVE ACCOUNT BALANCES NOTIFICATION AND UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program: including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, or affixing stickers, stamps, or pins.
- C. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- D. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- E. The school district may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.
- F. Negative balances of more than \$30, not paid prior to *end of the school year*, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- G. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

- H. The superintendent or designee will develop procedures for collecting unpaid meal charges and notification of low or negative balances. [Refer to negative balance and NSF procedure guidelines.](#)
- I. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

#### IV. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to
1. All households at or before the start of each school year.
  2. Students and families who transfer into the school district, at the time of enrollment, and
  3. All school district personnel who are responsible for enforcing this policy.
- B. The school district ~~shall~~ will post ~~the~~ this policy on the school district's website, in addition to providing the required written notification described above.

#### Policy 534 ~~Unpaid Meal Charges~~ School Meals

Adopted: 01.13.2020; Statutory Update: INSERT DATE HERE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

#### *Legal References:*

Minn. Stat. § 123B.37 (Prohibited Fees)

Minn. Stat. § 124D.111, ~~Subd. 4~~ (Lunch Aid; Food Service Accounting)

42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)

7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)

7 C.F.R. § 220.8 (School Breakfast Program Regulations)

USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)

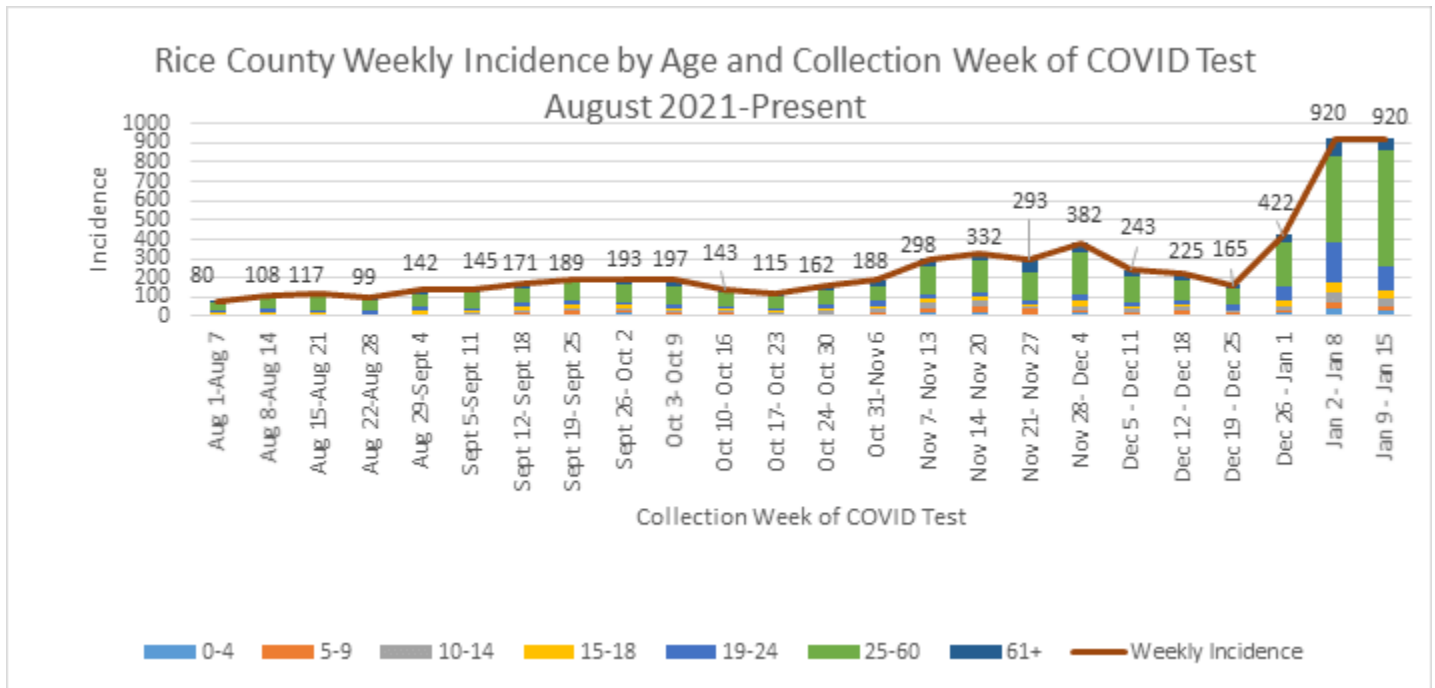
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)

USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Minn. Op. Atty. Gen. 169j (May 14, 2019) (*Letter to Ricker*)

**Executive Summary:** This report provides an overview of the district’s operations, bright spots, anti-racism work, and response to COVID-19.

The graph below represents the COVID-19 cases in Rice County per week. The chart is from the Rice County Public Health website.



The district began counting positive COVID-19 tests within the school community on Aug. 31. There has been a substantial increase in the total number of positive cases since returning from winter break. As of Jan. 20, there were a total of 781 positive COVID-19 cases. As of Jan. 20, the district had 299 new cases reported in the last 14 days and 147 in the last seven (7) days. People can view the latest district data through the district’s COVID-19 dashboard at:

<https://northfieldschools.org/covid-19/reported-covid-19-cases-dashboard/>

The influenza-like illness (ILI) rates have been higher than five percent (5%) daily at several buildings over the last two weeks. We have collaborated with Rice County Public Health and our epidemiologist about this data. We view the ILI rate differently in within the context of the Omicron variant. The five percent metric is typically intended to be an early warning sign to guard against outbreaks of influenza. The ILI rate is one of the metrics we use, but not necessarily the driver in all circumstances.

Staffing is another driving factor. We use a cascading approach to cover staffing. This strategy involves using our regular substitute pool, assigning our three full-time substitutes, reassigning district office instructional services staff to substitute teach, and reassigning teachers who typically work with small groups of students to general education classrooms. So far, this approach has allowed us to provide adequate coverage for classrooms. Our staff is pulling together during this challenging time to maintain in-person learning.

The district is as prepared as possible for what experts indicate will be a substantial surge of positive COVID-19 in the next three weeks. Experts explain that the Omicron variant is more transmissible than previous iterations of the virus. They also note that there appears to be a lesser hospitalization rate, especially amongst vaccinated individuals.

The district received a total of 69,000 KN95 masks to give to students and staff. The KN95 is a five-layer mask that can offer better protection than other masks. These are not required but are available to those who would like them.

## **Testing Update**

The district continues to be a leader in providing COVID-19 tests for our community. We have completed over 1,200 rapid molecular (PCR-equivalent) tests at the drive-through Cue testing center. Our inventory of around 10,000 rapid antigen tests allows for immediate access to COVID-19 tests for students and staff. The district's [Test to Stay program](#) is operating. Students are able to return after a shortened quarantine when testing positive for COVID-19 by testing negative with an antigen test after five days. The [updated district protocols, rooted in the latest MDH and CDC guidance, accompany this report.](#)

## **Bright Spot: Bond Rating Maintained**

As outlined by Ehlers, Inc. in the bond sale presentation, Standard & Poor's formally evaluated the district's finances as part of the standard bond sale process. The district maintained its superior AA+ bond rating. Only three school districts in Minnesota have the coveted AAA bond rating. This external evaluation is another metric that demonstrates the district's excellent financial management.

## **School Finance 101 Webinar**

The board's legislative action committee has organized a "School Finance 101" webinar for Jan. 25 at 6:30 pm. The webinar will be presented by Deb Griffiths, Director of Communications and Community Outreach with Schools for Equity in Education (SEE). Northfield is one of SEE's 54 member districts throughout the state of Minnesota. SEE advocates for fair systems of funding for schools, regardless of their property wealth.

As the district enters a phase of budget prioritization while in a position of financial strength, the webinar is designed to provide an overview of school finance in Minnesota to educate the public about how schools receive funding.



## Committee Report

*Board of Education*

**Name:** Julie Pritchard                      **Committee:** Legislative Action Committee

**Date Submitted:** 1/20/2022 7:11:50

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### **2022 Legislative Session Preview:**

Session begins on Monday, January 31st-scheduled to end on May 23, 2022.

The budget for the biennium is set, so legislators hold a shorter session in even numbered years and typically focus on the state bonding bill.

\$7.75 Billion projected surplus

Based on the results of the 2020 Census, redistricting to redraw the boundaries of election districts must be approved by the legislator by February 15th or it will go to the MN State Supreme Court.

Every legislator including the governor will be up for re-election in November '22.

(senators will only be elected to a two-year term in a redistricting year)

### **School Funding 101 District Webinar:**

Tuesday, January 25th 6:30-7:30, the district is hosting a webinar. Deb Griffiths from Schools for Equity in Education will clearly and concisely present the basics of school funding. School district families have been invited to this webinar. (it will be recorded)

This webinar is in advance of the district's process of developing a five-year funding priority plan.

### **Legislative Action Committee:**

Goal: Engage in advocacy with state lawmakers with a positive, fact-based approach for legislation that supports E-12 public education with a focus on legislation that will impact Northfield Public Schools.

Claudia Gonzalez-George, Corey Butler, Julie Pritchard, Dr. Hillmann

Legislative Action Committee formed in 2021.

Members Claudia Gonzalez-George, Corey Butler, Julie Pritchard, Dr. Hillmann are working to build on our success by expanding our group to include a broader representation of district stakeholders.

We have held two LAC meetings via Zoom to date. We have 12-15 who are interested in joining our efforts.

The group will consist of parents, students and community members.

During the 2022 session, this group will meet semi-monthly. Our work will include responding to SEE and MSBA Action Alerts. Communication with our local state lawmakers including emails, phone calls and one-on-one meetings.

# **NORTHFIELD PUBLIC SCHOOLS**

## **School Board Minutes**

January 10, 2022

Northfield District Office Boardroom

1. Call to Order

The Organizational meeting of the School Board of Independent School District No. 659 was called to order at 6:00 p.m. by Acting Chair Julie Pritchard for the purpose of organizing the board for the 2022 calendar year. Present: Baraniak, Butler, Goerwitz, Gonzalez-George, Pritchard, Quinnell and Stratmoen. Absent: None.

2. Acting Chair Pritchard read the Land Acknowledgement Statement.

3. Agenda Approval / Table File

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

4. Items for Individual Action

a. Election of Officers

1. Election of Board Chair.

Stratmoen moved that Claudia Gonzalez-George be nominated as board chair. There were no further nominations. Claudia Gonzalez-George was the only candidate nominated for the office of chair, and was hereby declared elected by acclamation. Motion carried 7/0. Acting Chair Pritchard directed the acting clerk to so record in the minutes. Board Chair Gonzalez-George then chaired the remainder of the Organizational board meeting.

The board thanked former chair Julie Pritchard for her seven years of leadership as board chair and recognized her accomplishments.

2. Election of Vice-Chair.

Baraniak moved that Amy Goerwitz be nominated as vice-chair. There were no further nominations. Amy Goerwitz was the only candidate nominated for the office of vice-chair, and was hereby declared elected by acclamation and Chair Gonzalez-George directed the acting clerk to so record in the minutes. Motion carried 7/0.

3. Election of Clerk.

Pritchard moved that Noel Stratmoen be nominated as clerk. There were no further nominations. Noel Stratmoen was the only candidate nominated for the office of clerk, and was hereby declared elected by acclamation and Chair Gonzalez-George directed the acting clerk to so record in the minutes. Motion carried 7/0.

4. Election of Treasurer.

Butler moved that Jeff Quinnell be nominated as treasurer. There were no further nominations. Jeff Quinnell was the only candidate nominated for the office of



treasurer, and was hereby declared elected by acclamation and Chair Gonzalez-George directed the clerk to so record in the minutes. Motion carried 7/0.

b. Set Dates, Times, and Location for Regular Board Meetings

On a motion by Butler, seconded by Pritchard, the board approved the schedule for school board meetings January 2022 - January 2023. Regular meetings of the Northfield School Board will begin at 6:00 p.m. on the second and fourth Mondays in January, February, March, April, May, August, September, October and November, and will be held in the District Office Boardroom. One meeting will be held the first Monday of the month in June, July and December. Motion carried 7/0.

c. School Board Member Stipends

On a motion by Pritchard, seconded by Butler, the board approved to maintain the stipends for board members at \$275 per month and \$325 per month for the board chair. Motion carried 7/0.

d. Designate the Official District Newspaper

On a motion by Quinnell, seconded by Baraniak, the board designated the *Northfield News* as the official newspaper of the district. Motion carried 7/0.

e. Designate Legal Counsel

On a motion by Butler, seconded by Goerwitz, the board designated Rupp, Anderson, Squires & Waldspurger, P.A. as the official legal counsel for Northfield Public Schools. Persons authorized to contact legal counsel are the Superintendent, the Director of Human Resources, the Director of Finance, and other district level administration only after receiving Superintendent approval. Motion carried 7/0.

f. Authorization of Use of Facsimile Signatures

On a motion by Pritchard, seconded by Baraniak, the board authorized that facsimile signatures of officers of the board be utilized in signing school district checks and documents. Motion carried 7/0.

g. Mileage Reimbursement Rate

On a motion by Baraniak, seconded by Pritchard, the board approved the mileage reimbursement rate for use of private automobiles on school district business will be 58.5 cents per mile effective January 1, 2022. This is the new mileage rate established by the Internal Revenue Service. Motion carried 7/0.

5. Items for Information

a. Board Committee Memberships

An enclosure was provided identifying last year's committee appointments, representatives to various organizations and school liaisons, as well as a brief description of each committee or organization. Changes can be discussed. The board chair may gather committee preferences from individual board members and bring a list of appointments back to a subsequent meeting.

6. Adjournment

On a motion by Pritchard, seconded by Baraniak, the board adjourned the Organizational meeting at 6:17 p.m.

Noel Stratmoen  
School Board Clerk

# NORTHFIELD PUBLIC SCHOOLS

## School Board Minutes

January 10, 2022

District Office Boardroom

1. Call to Order

Board Chair Claudia Gonzalez-Goerge called the Regular meeting of the Northfield Board of Education of Independent School District No. 659 to order at 6:18 p.m. Present: Baraniak, Butler, Gonzalez-George, Goerwitz, Pritchard, Quinnell and Stratmoen. Absent: None. This meeting was open to the public, live-streamed and recorded, and access to the recording was posted to the school district website.

2. Agenda Approval/Table File

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

3. Public Comment

There was no public comment.

4. Announcements and Recognitions

- Congratulations to Zach Edwards and Ella Pribyl, MSHSL Arts, Academics and Athletics Award winners for Northfield High School. Triple 'A' Award, honors high school seniors throughout the state who have a 3.0 or higher-grade point average and who participate in league-sponsored athletic and fine arts activities.
- Dr. Hillmann is receiving the Human Rights Award from the City of Northfield's Human Rights Commission on Monday, January 17.

5. Items for Discussion and Reports

- a. Prairie Creek Community School & Arcadia Charter School Annual Reports. Simon Tyler, Director of Prairie Creek Community School, and Laura Stelter, Director of Arcadia Charter School, reported on the programs being provided in their two charter schools. Prairie Creek is in its 19th year of operation as a charter school under the sponsorship of Northfield Public Schools. Arcadia is in its 18th year of operation. These reviews and written reports fulfill state requirements for annual reporting as well as our district's request that each charter school authorized by Northfield Public Schools present an annual report to the school board.
- b. Policy Committee Recommendation. Dr. Hillmann presented the policy committee's recommendation to adopt Policy 460 Remote Work. This will be an item for individual action at the next board meeting.
- c. Superintendent Operations and COVID-19 Update. The district is partnering with Wold Architects and Engineers, and Knutson Construction to complete an analysis of facility needs at Northfield High School. This analysis will include a review of all systems and spaces by Wold and a series of focus groups with a broad segment of stakeholders. The study is focused on how renovation and/or additions could improve educational adequacy and building infrastructure. There is an opportunity for a potential bond referendum that would limit the tax impact for property taxpayers because previous bonds will be retired in 2024 and 2025.

The district has 16 teachers who have been accepted for training in the Language Essentials for Teachers of Reading and Spelling program, and the district has been officially renewed as a charter school authorizer by MDE for the next five years.

The county COVID-19 rate has dramatically increased since December. We distributed 1,800 BD Veritor tests over winter break to district families. The district is experiencing staffing challenges and we are reallocating staff as we can. We've purchased 37,000 KN95 masks and will offer them to students and staff who want them. The Test to Stay program will start this week and we will implement a change to quarantine and

isolation guidance as recommended by the CDC and MDH. The board will be asked to approve the COVID-19 safety protocols exit criteria at the Jan. 24 board meeting. The district continues to prioritize uninterrupted in person learning.

6. Consent Agenda

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

a. Minutes

Minutes of the Regular School Board meeting held on December 13, 2021

Minutes of the Special School Board meeting held on December 22, 2021

b. Gift Agreements

- \$7,800.00 donation from Northfield Volleyball Club fundraiser to volleyball activity account
- \$2,102.36 from Dean & Lynne Lamp for the grade 5-12 band program
- \$1,500.00 from G. Comer and Ida May Bates Charitable Fund for TORCH scholarship

c. Overnight Field Trip

Activities Director Joel Olson and Wrestling Coach Geoff Staab requested board approval for NHS varsity wrestling team overnight trip January 14-15, 2022.

d. Personnel Items

i. Appointments

1. Josephine Beacom, KidVentures Site Assistant for 23.5 hours/week at Greenvale Park and Spring Creek, beginning 12/27/2021; Step 2-\$14.48/hr.
2. Maya Deschamp, Program Supervisor with Community Education Recreation, beginning 1/4/2022-5/31/2022; \$10.89/hr.
3. William Heywood, KidVentures Site Assistant for up to 15 hours/week at Greenvale Park, beginning 1/10/2022-6/9/2022. Step 2-\$14.48/hr.
4. Brittney Hubbard, .5 Assistant Girls Hockey Coach for 1 hour/day for 4 days/week at the High School, beginning 12/21/2021; Level 1, Step 4
5. Kathleen Innes, Special Ed EA PCA for 6.75 hours/day at the High School, beginning 1/6/2022; Step 1-\$16.17/hr.
6. Cindy Keogh, General Ed EA-Supervisory for 6.50 hours/day at the High School, beginning 1/3/2022-6/9/2022; Step 4-\$16.92/hr.
7. Michele Knutson, Long Term Substitute Administrative Support Assistant Class IV for 3.5 hours/day at the ALC, beginning 1/3/2022-3/25/2022; \$21.42/hr.
8. Jane Ludwig, Long Term Substitute Administrative Support Assistant Class IV for 3.5 hours/day at the ALC, beginning 1/3/2022-3/25/2022; \$21.42/hr.
9. Bob Pangel, Assistant Wrestling Coach for 2 hours/day at the Middle School, beginning 12/6/2021; Level 2-prorated
10. Martha Schultz, 1.0 FTE Long Term Substitute Third Grade Teacher at Greenvale Park, beginning 1/3/2022-6/9/2022; MA, Step 2
11. Joey Silknitter, Targeted Services Club Leader for up to 1.5 hours/day M-Th at BW, GVP and SC, beginning 1/10/2022-4/28/2022; \$23.01/hr.
12. Laura Turek, EA Health Aide for up to 8 hours/week at the District Office, beginning 1/10/2022-6/9/2022; Step 4-\$17.52/hr.
13. Frank Bioh, Community School Site Assistant for up to 4.5 hours/day for 4 days/week at Greenvale Park, beginning 1/18/2022-6/3/2022; Step 1-\$14.11/hr.
14. Sean Finger, Assistant Boys Basketball Coach for 2 hours/day at the High School, beginning 11/22/2021; Paid by Booster club \$3,983
15. Gunner Mattson, Special Ed EA PCA for 6.75 hours/day at the High School, beginning 1/13/2022; Step 1-\$16.17/hr.
16. Elena Pierson, Speech Judge at the High School, beginning 1/12/2022; \$14.00/hr.

ii. Increase/Decrease/Change in Assignment

1. Carley Amys Roe, Gen Ed EA for 6 hours/day at the High School, change to Gen Ed EA for 6.5 hours/day at Bridgewater, effective 12/20/2021-6/9/2022.

2. Sheila Atkinson, Special Ed EA PCA for 6.75 hours/day at Bridgewater, change to Special Ed EA PCA for 6.92 hours/day at Bridgewater, effective 12/15/2021-6/9/2022.
  3. Ritva Barsness, CNA III for 7 hours/day at Greenvale Park, change to CNA Manager I for 8 hours/day at Greenvale Park, effective 12/15/2021-12/20/2021.
  4. Brooke Bulfer, Office Specialist at Greenvale Park, add Ski & Snowboard Club Chaperone with Community Education Recreation, effective 1/4/2022-5/31/2022; \$56.25/night stipend
  5. Lynnsey Carlsen, Special Ed EA PCA for 3.375 hours/day and Gen Ed EA for 2 hours/day at Bridgewater, change to Special Ed EA PCA for 4 hours/day and Gen Ed EA for 2 hours/day at Bridgewater, effective 10/17/2021-6/9/2022.
  6. Vicky Chlan, Teacher at the High School, add Ski & Snowboard Club Chaperone with Community Education Recreation, effective 1/4/2022-5/31/2022; \$450.00 stipend
  7. Noreen Cooney, 1.0 FTE School Social Worker at Spring Creek, change to .25 FTE General Ed Social Worker and .75 FTE Special Ed Social Worker at Spring Creek, effective 11/1/2021.
  8. Carrie Duba, Instructional Coach with the District, add ACT Sped Coordination for up to 20 hours at the High School, effective 12/16/2021-6/9/2022; \$35.00/hr.
  9. Mara Hessian, Special Ed EA PCA for 6.75 hours/day at Bridgewater, change to Special Ed EA PCA for 6.92 hours/day at Bridgewater, effective 12/20/2021-6/9/2022.
  10. Isaac Lager, KidVentures Site Assistant for 15 hours/week at Greenvale Park, change to KidVentures Substitute, effective 1/3/2022.
  11. Rita Lattimore, Night Custodian M-F 3-11 p.m. at the Middle School, change to Night Custodian M-F 12-8 p.m. at the Middle School, effective 12/16/2021.
  12. Catherine Lovrien, Teacher at the Middle School, add Speech Judge at the High School, effective 1/8/2022.
  13. David Miller, Jazz Band Director at the High School, add Pit Musician for fall play at the High School, effective 12/18/2021.
  14. Ryan Oden, EL EA for 7 hours/day at the Middle School, change to EL EA for 6 hours/day at the Middle School, effective 1/3/2022.
  15. Joy Serie-Amunrud, 1.0 FTE School Social Worker at Greenvale Park, change to .25 FTE General Ed Social Worker and .75 FTE Special Ed Social Worker at Greenvale Park, effective 11/1/2021.
  16. Sandra Soto-Perez, CNA I for 3.75 hours/day at Greenvale Park, change to CNA III for 7 hours/day at Greenvale Park, effective 12/15/2021-12/20/2021.
  17. Jamie Wiebe, 1.0 FTE School Social Worker at Bridgewater, change to .25 FTE General Ed Social Worker and .75 FTE Special Ed Social Worker at Bridgewater, effective 11/1/2021
  18. Joquan Williams, KidVentures Site Assistant for 10.5 hours/week at Greenvale Park, change to Substitute for KidVentures, effective 1/10/2022.
- iii. Leave of Absence
1. Ann Hehr, Teacher at Spring Creek, Family/Medical Leave of Absence, effective 12/14/2021 and continues on an intermittent basis for up to 60 work days.
  2. Nick Mertesdorf, EA at the High School, Leave of Absence, effective 1/10/2022-1/31/2022.
  3. Steve Rinderknecht, custodian at Bridgewater Elementary, FMLA leave start date changed from 12/27/21 to 1/28/22.
  4. Mary Beth Youngblut, Teacher at Greenvale Park, Family/Medical Leave of Absence, effective 1/3/2022-6/9/2022.
- iv. Retirements/Resignations/Terminations
1. Lisa Battaglia, Teacher at the High School, retirement effective 6/9/2022.
  2. Mallory Fuchs, Assistant Dance Coach at the High School, resignation effective 12/22/2021.
  3. Les Hayden EA and Assistant Wrestling Coach at the Middle School, resignation effective 12/15/2021.
  4. Pat Rogne, ECFE Teacher at the NCEC, resignation effective 12/22/2021. Will continue as a substitute with the district.
  5. Caroline Sjoberg, Softball Coach at the High School, resignation effective 12/20/2021.
  6. Abbie Geiger, Softball Coach at the High School, resignation effective 1/5/2022.

## 7. Items for Individual Action

- a. Resolution Supporting Safe Routes to School Grant Application. On a motion by Quinnell, seconded by Pritchard, the board approved the Resolution Supporting Safe Routes to School Grant Application. The City of Northfield is requesting a grant for the Safe Routes to School Project for 2022. The city is processing the grant, however, the application requires a resolution indicating the governing body of the school district supports the project. The city will build a sidewalk on the east side of Maple Street from Birch Lane to the Methodist Church entrance, adjacent to Spring Creek Elementary School and also a trail on the east side of

TH 246 from the roundabout to the new crossing near the high school TH 246 entrance in 2023. The district is not responsible for or required to commit any construction funds to the project, however, there may be costs incurred by the district to complete some of the required surveys/programs that are mentioned in the project evaluation and implementing the 6E strategies. The city's grant application is due January 14, 2022 and must include this resolution approved by the board. On a roll call vote, voting 'yes' was Baraniak, Butler, Goerwitz, Gonzalez-George, Pritchard, Quinnell, and Stratmoen. No one voted 'no'.

- b. Approve Policy 491. On a motion by Goerwitz, seconded by Baraniak, the board approved Policy 491 COVID-19 Vaccination Reporting, Testing, and Face Coverings. This policy was recommended to ensure the district complies with the Federal OSHA emergency temporary standard to safeguard the health of employees from the hazard of COVID-19.
- c. Approve Revised LTFM 10-Year Plan. On a motion by Goerwitz, seconded by Pritchard, the board approved the Resolution Revising the Ten-Year Long-Term Facilities Maintenance Plan as presented. On a roll call vote, voting 'yes' was Baraniak, Butler, Goerwitz, Gonzalez-George, Pritchard, Quinnell, and Stratmoen. No one voted 'no'.
- d. Approve Bid for Middle School Roof. On a motion by Baraniak, seconded by Goerwitz, the board approved to award the bid to Schwickerts/Tecta America for the 2022 Northfield Middle School all roof sections improvements project Base Bid Line Item #1 with a net project total cost of \$3,294,800.00. On a roll call vote, voting 'yes' was Baraniak, Butler, Goerwitz, Gonzalez-George, Pritchard, Quinnell, and Stratmoen. No one voted 'no'.

8. Items for Information

- a. Enrollment Report. Superintendent Hillmann reviewed the January 2022 enrollment report.

9. Future Meetings

- a. Monday, January 24, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- b. Monday, February 14, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- c. Monday, February 28, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

10. Adjournment

On a motion by Stratmoen, seconded by Quinnell, the board adjourned at 8:25 p.m.

Noel Stratmoen  
School Board Clerk

**NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT**

This agreement made this 7<sup>th</sup> day of January, 2022, by and between Cannon Strength LLC, 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**

Ch # 1089 \$4506.16 donation for the JV softball scoreboard

Cannon Strength LLC  
Donor

By:

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

INDEPENDENT SCHOOL DISTRICT No. 659

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

Clerk

## RESOLUTION ACCEPTING DONATIONS

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

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

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

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

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

| Donor                | Item       | Designated Purpose (if any) |
|----------------------|------------|-----------------------------|
| Cannon Strength, LLC | \$4,506.16 | JV softball scoreboard      |
|                      |            |                             |
|                      |            |                             |

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



CERTIFICATION OF MINUTES RELATING TO  
\$[PAR] GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2022A

Issuer: Independent School District No. 659 (Northfield Public Schools), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on January 24, 2022 at 6:00 p.m. in the Northfield School District Office Boardroom.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO \$[PAR] GENERAL OBLIGATION FACILITIES  
MAINTENANCE BONDS, SERIES 2022A; AUTHORIZING ISSUANCE,  
AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND  
PROVIDING FOR THE PAYMENT THEREOF

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 24<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
School District Clerk

It was reported that [ ] ([ ]) proposals for the purchase of the District's \$[PAR] General Obligation Facilities Maintenance Bonds, Series 2022A, were received prior to 11:00 A.M., Central Time, on Monday, January 24, 2022, pursuant to the Preliminary Official Statement distributed to potential purchasers of the Bonds by Ehlers & Associates, Inc., independent municipal advisor to the District. The proposals have been publicly opened, read, and tabulated and were found to be as follows:

(See Attached)





Member \_\_\_\_\_, introduced the following resolution and moved its adoption, which motion was seconded by Member \_\_\_\_\_:

RESOLUTION RELATING TO \$[PAR] GENERAL OBLIGATION FACILITIES  
MAINTENANCE BONDS, SERIES 2022A; AUTHORIZING ISSUANCE,  
AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND  
PROVIDING FOR THE PAYMENT THEREOF

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 659 (Northfield Public Schools), Minnesota (the District), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. Pursuant to a resolution adopted on November 22, 2021, this Board determined it is in the best interests of the District to authorize the issuance and sale of its General Obligation Facilities Maintenance Bonds, Series 2022A in the approximate principal amount of \$3,120,000 (the Bonds) pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475. The proceeds of the Bonds will be used, together with any funds of the District which might be required, to finance deferred capital maintenance projects, including roof replacement, at District facilities (collectively, the Projects), as described in the District's ten-year facility plan (the Facility Plan) approved by both the Board and the Commissioner of the Department of Education of the State of Minnesota. The District has published a notice in its official newspaper describing the Projects, the amount of such Bonds, and the total amount of District indebtedness.

1.02. Sale. The District has retained Ehlers and Associates, Inc., in Roseville, Minnesota (Ehlers) as independent municipal advisor in connection with the sale of the Bonds. Pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, the requirements as to a public sale do not apply to the issuance of the Bonds. Pursuant to the Preliminary Official Statement prepared on behalf of the District by Ehlers, proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [Purchaser], in [City, State] (the Purchaser). It is hereby determined to issue the Bonds at a purchase price of \$[\_\_\_\_\_] (representing the principal amount of \$[PAR], plus an [original issue premium] of \$[\_\_\_\_\_] , less an original issue discount of \$[\_\_\_\_\_] , and less an underwriter's discount of \$[\_\_\_\_\_] ) plus accrued interest, if any, and upon the further terms and conditions set forth herein.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and Clerk are hereby authorized and directed on behalf of the District to execute a contract for the sale of the Bonds with the Purchaser in accordance with the terms of the proposal. The good faith deposit of the Purchaser shall be retained and deposited by the District until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement. Any good faith deposit of other bidders shall be returned to them forthwith.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

2.02. Maturities, Interest Rates and Denominations. The Bonds shall be originally dated as of February 17, 2022, shall be in denominations of \$5,000 or any integral multiple thereof of single maturities, shall mature on February 1 in the years and amounts stated below and shall bear interest from date of issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

| <u>Year</u> | <u>Amount</u> | <u>Rate</u> | <u>Year</u> | <u>Amount</u> | <u>Rate</u> |
|-------------|---------------|-------------|-------------|---------------|-------------|
| 2028        | \$            | %           | 2036        | \$            | %           |
| 2029        |               |             | 2037        |               |             |
| 2030        |               |             | 2038        |               |             |
| 2031        |               |             | 2039        |               |             |
| 2032        |               |             | 2040        |               |             |
| 2033        |               |             | 2041        |               |             |
| 2034        |               |             | 2042        |               |             |
| 2035        |               |             |             |               |             |

[To be adjusted if any term bonds]

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest thereon and, upon surrender of each Bond, the principal amount thereof, shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. The interest on the Bonds shall be payable on February 1 and August 1, commencing August 1, 2022, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.04. Redemption. The Bonds maturing on and after February 1, 2031 shall be subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and within a maturity by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2030, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The Clerk shall cause notice of the call for

redemption thereof to be published as required by law and, at least thirty (30) days prior to the designated redemption date, shall cause notice of the call for redemption to be mailed, by first class mail, to the registered owners of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-  
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on February 1, 20\_\_ and 20\_\_ (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|             | \$                      |

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, 20\_\_.

| <u>Year</u> | <u>Principal Amount</u> |
|-------------|-------------------------|
|             | \$                      |

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, 20\_\_.

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Initial Registrar. The District hereby appoints Bond Trust Services Corporation, in Roseville, Minnesota, as the initial bond registrar, transfer agent and paying agent (the Registrar). The Chairperson and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar

shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.



(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution; Authentication and Delivery. The Bonds shall be prepared under the direction of the Clerk and shall be executed on behalf of the District by the signatures of the Chairperson and the Clerk, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of the Registrar. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and

discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chairperson or Clerk, if not previously filed or if required to be re-filed with DTC, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

**SECTION 3. FORM OF BONDS.** The Bonds shall be prepared in substantially the form found at EXHIBIT A hereto.

**SECTION 4. USE OF PROCEEDS.**

4.01. General Obligation Facilities Maintenance Bonds, Series 2022A Construction Fund. There is hereby established on the official books and records of the District a General Obligation Facilities Maintenance Bonds, Series 2022A Construction Fund (the Construction Fund), and the District shall continue to maintain the Construction Fund until payment of all costs and expenses incurred in connection with the Projects financed by the Bonds have been paid. To the Construction Fund there shall be credited from the proceeds of the Bonds an amount equal to the estimated construction costs and expenses of the Projects and from the Construction Fund there shall be paid all such construction costs and expenses. After payment of all such construction costs and expenses, the Construction Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund established by Section 4.02 hereof.

4.02. General Obligation Facilities Maintenance Bonds, Series 2022A Debt Service Fund. So long as any of the Bonds are outstanding and any principal of or interest thereon unpaid, the District shall maintain a separate debt service fund on the official books and records of the District to be known as the General Obligation Facilities Maintenance Bonds, Series 2022A Debt Service Fund (the Debt Service Fund), which the District agrees to maintain until the Bonds have been paid in full, and the principal of and interest on the Bonds shall be payable from the Debt Service Fund. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 5(c), the portion of long-term facilities maintenance revenue for bonded debt must be recognized in the Debt Service Fund. The moneys on hand in the Debt Service Fund from time to time shall be used only to pay the principal of and interest on the Bonds. The District irrevocably appropriates to the Debt Service Fund: (a) any funds received from the Purchaser upon delivery of the Bonds in excess of (i) the amount required by Section 4.01 above to be credited to the Construction Fund and (ii) the amount required by Section 7.04 hereof to be set aside for payment of the costs of issuance of the Bonds; (b) the amounts specified in Section 4.01 above, after payment of all costs and expenses of the

Projects; (c) all taxes levied and collected in accordance with this resolution or any additional resolutions of the Board; (d) amounts, if any, transferred from the general fund account for long-term facilities maintenance to the Debt Service Fund, pursuant to Minnesota Statutes, Section 123B.595, subdivision 10(a)(4); (e) any long-term facilities maintenance equalized aid receivable under Minnesota Statutes, Section 123B.595, subdivision 9; and (f) all other moneys as shall be appropriated by the Board to the Debt Service Fund from time to time. If any payment of principal of and interest on the Bonds shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the Clerk shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds when available. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 12, the portion, if any, of long-term facilities maintenance revenue not recognized in the Debt Service Fund shall be maintained with the general fund of the District in a reserve account pledged to the payment of Facility Plan costs not financed by the Bonds.

4.03. Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment of principal of and interest on the Bonds as required by Minnesota Statutes, Section 475.61, subdivision 1, there is hereby levied on all taxable property in the District a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as a part of other general taxes of the District, as follows:

| <u>Levy Years</u> | <u>Collection Years</u> | <u>Amount</u> |
|-------------------|-------------------------|---------------|
|-------------------|-------------------------|---------------|

(See attached levy computation)

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61. It is estimated that the ad valorem taxes will be collected in amounts not less than five percent in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of Bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all Bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution. Pursuant to Minnesota Statutes, Section 123B.595, subdivision 6, if the debt service revenue required to pay the principal and interest on the Bonds exceeds the District's long-term facilities maintenance revenue for the same fiscal year, the District's general fund levy must be reduced by the amount of the excess.

4.04. Debt Service Fund Balance Restriction. In order to ensure compliance with the Internal Revenue Code of 1986 (the Code), and applicable Treasury Regulations (the Regulations), upon allocation of any funds to the Debt Service Fund, the balance then on hand in the Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and

payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay or purchase Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

**SECTION 5. DEFEASANCE.** When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the registered owners of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or trust company qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date. Provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the District shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

**SECTION 6. TAX COVENANTS, ARBITRAGE MATTERS, REIMBURSEMENT AND CONTINUING DISCLOSURE.**

6.01. Restrictive Action. The Projects will be owned and maintained by the District and used to carry out its program of public education. The District shall not enter into any lease, management agreement, use agreement or other contract with any nongovernmental entity relating to the Projects or a portion thereof which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to the provisions of Section 141 of the Code. The District covenants and agrees with the registered owners of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Code and applicable Regulations and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations.

6.02. Arbitrage Certification. The Chairperson and Clerk being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions

of Section 148 of the Code and applicable Regulations stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations.

6.03. Arbitrage Rebate Exemption. (a) It is hereby found that the District has general taxing powers, that no Bond is a “private activity bond” within the meaning of Section 141 of the Code, that 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the District, and that the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the District and all subordinate entities thereof during calendar year 2022 is not reasonably expected to exceed \$5,000,000 plus the lesser of \$10,000,000 or so much of the aggregate face amount of the tax-exempt obligations as are attributable to financing or refinancing the construction of public school facilities. Therefore, pursuant to Section 148(f)(4)(D) of the Code, the District shall be treated as meeting the arbitrage rebate requirements of paragraphs (2) and (3) of Section 148(f) of the Code.

(b) If, notwithstanding the provisions of paragraph (a) of this Section 6.03, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Bonds, the District hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

6.04. Qualified Tax-Exempt Obligations. The District hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the District and all subordinate entities during calendar year 2022 does not exceed \$10,000,000.

6.05. Reimbursement. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure with respect to the Projects which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Projects meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Projects as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.06. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the District hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from

time to time of the outstanding Bonds. The District is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the District fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The District will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the District, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the District, commencing with the fiscal year ending June 30, 2022, the following financial information and operating data in respect of the District (the Disclosure Information):
  - (A) the audited financial statements of the District for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the District, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the District; and
  - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: “Valuations – Current Property Valuations;” “Debt – Direct Debt;” “Tax Levies and Collections;” “The Issuer – Student Body;” and “General Information – Employment/Unemployment Data,” which information may be unaudited. .

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the District shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the District shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (the MSRB) through its Electronic Municipal Market Access System (EMMA) or the SEC. The District shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the District have materially changed or been discontinued, such Disclosure Information need no longer be provided if the District includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other District operations in respect of which data is not included in the Disclosure Information and the District determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the District shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
  - (A) principal and interest payment delinquencies;
  - (B) non-payment related defaults, if material;
  - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (E) substitution of credit or liquidity providers, or their failure to perform;
  - (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
  - (G) modifications to rights of Bond holders, if material;
  - (H) Bond calls, if material and tender offers;
  - (I) defeasances;
  - (J) release, substitution, or sale of property securing repayment of the Bonds if material;
  - (K) rating changes;
  - (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;



- (M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (N) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (O) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; “financial obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule; and
- (P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

As used herein, for those events that must be reported if material, a “Material Fact” is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material Fact is also a fact that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

For purposes of the events identified in paragraphs (O) and (P) above, the term “financial obligation” means (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a

guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
  - (A) the failure of the District to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
  - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the District under subsection (d)(2);
  - (C) the termination of the obligations of the District under this section pursuant to subsection (d);
  - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
  - (E) any change in the fiscal year of the District.

(c) Manner of Disclosure.

- (1) The District agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the District in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the District under this section shall terminate and be without further effect as of any date on which the District delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the District to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the District from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the District accompanied by an opinion of Bond Counsel, who may rely on

certificates of the District and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the District or the type of operations conducted by the District, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the District agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

## SECTION 7. CERTIFICATION OF PROCEEDINGS.

7.01. Filing with County Auditors. The Clerk is hereby authorized and directed to file with the County Auditors of Rice, Dakota and Goodhue Counties a certified copy of this resolution together with such other information as the County Auditors shall require and to obtain from the County Auditors a certificate that the Bonds have been entered upon the bond registers and that the tax for the payment of the Bonds has been levied as required by law.

7.02. Certification of Proceedings. The officers of the District and the County Auditors are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under the officer's custody and control or as otherwise known to the them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District to the correctness of all statements contained herein.

7.03. Official Statement. The Preliminary Official Statement relating to the Bonds prepared and distributed by Ehlers, is hereby approved. Ehlers, is hereby authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. The officers of the District are hereby

authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

7.04. Authorization of Payment of Certain Costs of Issuance of the Bonds. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association, on the closing date for further distribution as directed by Ehlers.

**SECTION 8. STATE PAYMENT; DISTRICT AND REGISTRAR OBLIGATIONS.** The District hereby covenants and obligates itself to notify the Commissioner of Education (the Commissioner) of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the State Payment Law), to guarantee, to the extent permitted by law, payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each February 1 and August 1 as set forth in Section 2.03 hereof, an amount sufficient to make that payment or to notify the Commissioner as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar will notify the Commissioner if it becomes aware of a potential default in the payment of principal of and interest on the Bonds on any payment date or if, on the date two business days prior to the date on which a payment is due, there are insufficient funds on deposit with the Registrar to make the required payment on such date. The Registrar will cooperate with the District, the Commissioner and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the Bonds hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Management and Budget or the Commissioner.

Upon vote being taken on the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted

TAX LEVIES

[To Come]



**EXHIBIT A**

UNITED STATES OF AMERICA

STATE OF MINNESOTA  
RICE, DAKOTA AND GOODHUE COUNTIES

INDEPENDENT SCHOOL DISTRICT NO. 659 (NORTHFIELD PUBLIC SCHOOLS)

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND, SERIES 2022A

R-1 \$\_\_\_\_\_

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Date of Original Issue</u> | <u>CUSIP No.</u> |
|----------------------|----------------------|-------------------------------|------------------|
| __%                  | February 1, 20__     | February 17, 2022             |                  |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

INDEPENDENT SCHOOL DISTRICT NO. 659 (NORTHFIELD PUBLIC SCHOOLS), RICE, DAKOTA AND GOODHUE COUNTIES, STATE OF MINNESOTA (the District), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing August 1, 2022, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond prior to its stated maturity. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof, are payable in lawful money of the United States of America by check or draft drawn on Bond Trust Services Corporation, in Roseville, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the resolution described herein (the Registrar). For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$[PAR] (the Bonds), issued by the District to finance deferred capital maintenance projects, including roof replacement, at District facilities and is issued pursuant to and in full conformity with a resolution adopted by the School Board on January 24, 2022 (the Bond Resolution), pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475 and Section 123B.595. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

The Bonds maturing on and after February 1, 2031 are each subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and, within a maturity, by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2030, and on any date



thereafter, at a price equal to the principal amount thereof plus interest accrued to the date of redemption. The District will cause notice of the call for redemption to be published as required by law and, at least thirty (30) days prior to the designated redemption date, will cause notice of the call thereof to be mailed by first class mail to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS- ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing in the years \_\_ and 20\_\_ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

| <u>Term Bonds Maturing in 20</u> |                                   | <u>Term Bonds Maturing in 20</u> |                                   |
|----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|
| <u>Sinking Fund Payment Date</u> | <u>Aggregate Principal Amount</u> | <u>Sinking Fund Payment Date</u> | <u>Aggregate Principal Amount</u> |
| (final maturity)                 |                                   | (final maturity)                 |                                   |

Notice of redemption shall be given as provided in the preceding paragraph.]

The Bonds have been designated by the District as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

As provided in the Bond Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the District.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 659 (Northfield Public Schools), Rice, Dakota and Goodhue Counties, State of Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and Clerk.

INDEPENDENT SCHOOL DISTRICT NO. 659  
(NORTHFIELD PUBLIC SCHOOLS),  
MINNESOTA

\_\_\_\_\_  
(Facsimile Signature – Chairperson)

\_\_\_\_\_  
(Facsimile Signature - Clerk)

\_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Bond Resolution mentioned within.

Date of Authentication: \_\_\_\_\_

BOND TRUST SERVICES CORPORATION, as  
Registrar

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_



CERTIFICATE OF RICE COUNTY AUDITOR  
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Rice County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on January 24, 2022, by the School Board of Independent School District No. 659 (Northfield Public Schools), Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation Facilities Maintenance Bonds, Series 2022A, dated as of February 17, 2022, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Rice County Auditor

(SEAL)

CERTIFICATE OF DAKOTA COUNTY AUDITOR  
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Dakota County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on January 24, 2022, by the School Board of Independent School District No. 659 (Northfield Public Schools), Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation Facilities Maintenance Bonds, Series 2022A, dated as of February 17, 2022, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Dakota County Auditor

(SEAL)

CERTIFICATE OF GOODHUE COUNTY AUDITOR  
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Goodhue County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on January 24, 2022, by the School Board of Independent School District No. 659 (Northfield Public Schools), Minnesota, setting forth the form and details of an issue of \$[PAR] General Obligation Facilities Maintenance Bonds, Series 2022A, dated as of February 17, 2022, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Goodhue County Auditor

(SEAL)

## **Policy 460 REMOTE WORK - NEW**

### **I. PURPOSE**

The purpose of this policy is to provide guidance to Northfield School District employees and supervisors regarding the availability and expectations of any remote work accommodations.

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

- A. Remote work options may be appropriate for some positions and/or job duties but not for others. Remote work options may also be available for all or part of an employee's assignment. The employee may be able to do some of their work at home and some of their work may require in-person attendance. In all cases, the Remote Work Procedures, listed below, must be completed by the employee and the supervisor. Approved remote work agreements will be considered approved under a trial basis and will be assessed regularly for feasibility. The agreement may be discontinued at will and at any time at the request of either the employee or the district. If the agreement is discontinued by the district, administration will allow for a reasonable transition period so that the employee can establish the necessary accommodations for returning to work onsite (e.g. transportation, child care, etc.).
- B. Employees, regardless of whether the work is completed onsite or remotely will be held to the following expectations:
  - 1. Perform duties during the designated work schedule unless otherwise agreed upon and approved by administration.
  - 2. Remain productive, responsive, and available to the department, supervisor, and/or students and parents/guardians during the designated work schedule.
  - 3. Request additional work or guidance from administration when workload is diminished.

### **III. DEFINITION**

For the purposes of this policy remote work means that an employee is authorized to perform their work duties from an approved site other than a district facility. This policy does not address short term changes in the academic calendar such as e-Learning or distance learning.

### **IV. ELIGIBILITY**

- A. Remote work options may be appropriate for some positions/jobs but not for others. Positions that have been evaluated and are not eligible for remote work include positions under the Northfield Education Association master agreement, Educational Assistants, Child Nutrition and Buildings & Grounds. Portage online employees, regardless of their bargaining unit, may be eligible for remote work.



- B. Employees must have a satisfactory performance record in order to be eligible for remote work options. Probationary employees or employees currently undergoing supervised training may not be eligible for remote work options.
- C. Before establishing a remote work agreement, the following areas will be reviewed for feasibility:
  - 1. Responsibilities/Job Duties
    - a. Is it feasible for the job duties to be performed off-site?
    - b. Are there job duties/responsibilities that require an onsite presence?
  - 2. Internet Access
    - a. Is the employee's home internet service sufficient to support remote work?
    - b. The district will not reimburse remote workers for internet access fees.
  - 3. Employee Suitability
    - a. Do the employee's typical work habits translate well in a remote work setting?
  - 4. Accountability
    - a. Are there strong measures of accountability in place to support the remote work agreement?

## V. EMPLOYEE PROCEDURES

**Employee Assignment.** When requested, employees should discuss their preferences for remote work or work onsite with their supervisor. Employees who have been assigned for remote work, for part or all of their assignment, should:

- 1. Assess their remote work space for ergonomic comfort and safety precautions.
- 2. Determine what, if any, accessibility needs they may require to complete their work tasks from their remote space.
- 3. Assess the remote work space for security and data privacy concerns.
- 4. Any accessibility needs or security concerns should be communicated prior to completing the remote work agreement.
- 5. Discuss remote work assignment parameters with supervisor and complete Remote Work Agreement.

**Employee Request.** Employees may request to work remotely; however, this must be formally approved prior to transitioning to remote work. Employees who would like to request remote work should:

- 1. Complete and submit the remote work request form (Appendix A) to their supervisor.
- 2. Discuss remote work availability and assignment parameters with their supervisor.
- 3. Communicate any accessibility needs or security concerns prior to completing the remote work agreement.

4. Complete remote work agreement (Appendix B) with their supervisor.

## VI. ADMINISTRATIVE PROCEDURES

**Employee Assignment.** To develop effectiveness and efficiencies, as well as work space accommodations, employees may be assigned to remote work for part or all of their regular assignment. Administration will also consider employee preference for working remotely or onsite when determining remote work assignments. Supervisory staff will:

1. Work with Human Resources to develop remote work agreements (Appendix B) for employees identified for remote work.
2. Meet with designated employees to discuss remote work assignment parameters and complete remote work agreement (Appendix B).
3. Submit remote work agreements to Human Resources. A copy should be retained by the employee and the supervisor.

**Employee Request.** Employees must have formal approval prior to transitioning to remote work. Supervisors who receive these requests should:

1. Review and assess the remote work request form (Appendix A).
2. Discuss remote work availability and assignment parameters with the employee.
3. Discuss any accessibility needs or security concerns prior to completing the remote work agreement.
4. Complete remote work agreement (Appendix B) with the employee.
5. Submit remote work agreements to Human Resources. A copy should be retained by the employee and the supervisor.

### A. Equipment

1. The district will determine the appropriate equipment needs, including technology, furniture, and supplies for each remote work arrangement on a case-by-case basis. The supervisor and technology department will determine appropriate equipment in consultation with the employee, subject to change at any time at the supervisor's and/or technology department's discretion. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The use of personal computers for remote work is prohibited. Staff are required to use district issued computers. The district accepts no responsibility for damage or repairs to employee-owned equipment. Equipment supplied by the organization is to be used in accordance with district Policy 441 Use of Technology and Telecommunications Systems by Employees. The employee must continue to comply with all policies, procedures, and regulations especially related to technology and security of information. The district will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary.

2. The employee will establish an appropriate office environment within their home for work purposes. The district is not responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. It is intended that the employee maintain a single location as their work environment.

#### B. Security

1. Consistent with the district's expectations of information security for employees working onsite, remote work employees will be expected to ensure the protection of private and confidential data. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. Remote work employees should ensure a space that allows for confidential or private conversations. Use of headsets when listening to virtual meetings or classrooms is required.
2. The employee must comply with all record retention policies.

#### C. Safety

1. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties are normally covered by the company's workers' compensation policy. Remote work employees are responsible for notifying the employer of such injuries as soon as practicable. The employee will allow the employer to have access to the remote work location for purposes of assessing safety and security, upon reasonable notice, if applicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.
2. Working remotely is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and expectations. Employees requesting a remote work assignment are required to discuss expectations of the remote work assignment with family members prior to entering into a remote work agreement.

#### D. Time Worked

1. Non-Exempt employees who have entered into a remote work agreement will be required to accurately record all hours worked using the district's time and attendance system. Hours worked in excess of those scheduled per day and per workweek **require advance approval** by the employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the

remote work agreement. Employees unable to work due to illness or other personal reasons while working remotely will still be responsible for completing an absence request using the district's absence management system. Employees should discuss remote work absences with their supervisor to ensure appropriate coverage is available.

E. Evaluation

1. Evaluation of performance during the trial period will include regular interaction by phone, video conference, and email between the employee and the direct supervisor, and weekly meetings to discuss work progress and issues. At any time during the remote work agreement, the employee and supervisor can complete an evaluation of the arrangement and make recommendations for modifications. Evaluation of performance beyond the trial period will be consistent with current policies and practices of the normal employment arrangement but will focus on work output and completion of objectives rather than on time-based performance.
2. An appropriate level of communication between the employee and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After the conclusion of the trial period, the direct supervisor and remote work employee will communicate at a level consistent with the normal employment arrangement or in a manner and frequency that is appropriate for the job and the individuals involved.

Policy 460 Remote Work  
Adopted: INSERT DATE HERE

Board of Education  
INDEPENDENT SCHOOL DISTRICT NO. 659  
Northfield, Minnesota

**APPENDIX A**  
**Remote Work Request**

|                    |  |
|--------------------|--|
| <b>Name:</b>       |  |
| <b>Position:</b>   |  |
| <b>Location:</b>   |  |
| <b>Supervisor:</b> |  |

I am requesting to work remotely for part or all of my assignment for the following reason:

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My proposed remote work request parameters are as follows:

|  |  |
|--|--|
| <b>Start/End Dates:</b>                |  |
| <b>Schedule<br/>(Day/Week; Times):</b> |  |
| <b>Possible Location:</b>              |  |

I understand that this request is subject to approval by my administrative supervisor and is pending completion of a formal remote work agreement. I also understand that if remote work is requested as a medical accommodation, I may be required to provide medical documentation supporting the accommodation and complete the Americans with Disabilities Act (ADA) interactive process.

\_\_\_\_\_  
Employee Signature and Date

**APPENDIX B  
Remote Work Agreement**

|                                 |  |
|---------------------------------|--|
| <b>Name:</b>                    |  |
| <b>Position:</b>                |  |
| <b>Typical Onsite Location:</b> |  |
| <b>Onsite Schedule:</b>         |  |
| <b>Exempt Status:</b>           |  |

|                                     |  |
|-------------------------------------|--|
| <b>Remote Work Start/End Dates:</b> |  |
| <b>Remote Work Schedule:</b>        |  |
| <b>Remote Work Location:</b>        |  |
| <b>District Provided Equipment:</b> |  |
| <b>Employee Provided Equipment:</b> |  |

|                     |  |
|---------------------|--|
| <b>Other Notes:</b> |  |
|---------------------|--|

**The employee agrees to all of the following conditions. The employee**

1. Will remain accessible and productive during scheduled work hours.
2. Will report to the employer's work location as necessary upon directive from his or her supervisor.
3. Will communicate regularly with his or her supervisor and co-workers, which includes a weekly written report of activities, if requested.
4. Will comply with all district rules, policies, practices, and instructions that would apply if the employee were working at the employer's work location.

5. Will maintain satisfactory performance standards, and a safe and secure work environment at all times.
6. Will report work-related injuries to human resources as soon as practicable.
7. Will ensure that equipment will not be used by anyone other than the employee and in accordance with district policy.
8. Will not make any changes to security or administrative settings on the district equipment.
9. Understands that all tools and resources provided by the district shall remain the property of the district at all times.
10. Agrees to protect district issued tools and resources from theft or damage and to report theft or damage to his or her supervisor immediately.
11. Agrees any denial or termination of a remote work assignment may not be considered to be a form of discipline and is not adverse employment action.
12. Understands that all terms and conditions of employment with the district remain unchanged, except those specifically addressed in this agreement.
13. Understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.

**Non-exempt employees will record all hours worked and meal periods taken in accordance with regular timekeeping practices. Non-exempt employees will obtain supervisor approval prior to working unscheduled overtime hours.**

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Employee Signature and Date

---

Supervisor Signature and Date

---

Human Resources Signature and Date

| Universal masking and quarantining protocols shift to recommended masking and optional quarantine for those identified as close contacts <u>at school</u> to someone who has tested positive for COVID-19 when: |   |
|---|---|
| The school influenza-like illness rate is less than five percent (5%) on average per week.  |   |
| K-12 Student Vaccinations (both doses) + COVID-19 Infections in the last 90 days (immunity rate)  | Seven (7)-day case rate/100,000 county residents for <u>three consecutive weeks</u> |
| Less than 60% <b>and</b>  | less than 50 per 100,000 residents  |
| At least 60% <b>and</b>   | less than 100 per 100,000 residents   |
| At least 70% <b>and</b>   | less than 125 per 100,000 residents   |
| At least 80% <b>and</b>   | less than 150 per 100,000 residents   |

**Notes:**

- The earliest date that the district would consider any exit strategy is Jan. 31, 2022.
- The seven-day Rice County case rate is published every Thursday by Rice County Public Health [on their website](#).
- The [Minnesota Department of Health Decision Tree](#) will be used for those identified as close contacts within their household and for students or staff who test positive for COVID-19.
- Programs for pre-Kindergarten students will continue to use universal masking protocols until these students are eligible for vaccination. Students under the age of two are not required to wear a face mask. This document does not apply to programs held at the Northfield Community Education Center.
- Student vaccination rates are calculated based on data from the Minnesota Immunization Information Connection (MIIC). Individual student names are not included in the report that is used to determine the vaccination rate.
- When all three conditions are met, universal masking and quarantine protocols shift to recommended masking and optional quarantine on the following Monday.
- If the seven (7)-day case rate/100,000 county residents exceeds the threshold that corresponds with the current immunity rate for two consecutive weeks, universal masking and quarantining protocols will be re-implemented the following Monday.
- Students should continue to stay home when symptomatic, even when safety protocols are reduced.

**Immunity Rate Calculation Description**

K-12 Student Vaccinations (both doses) + COVID-19 Infections in the last 90 days: This calculation will be a simple, unrounded percentage:

$$\frac{\text{total K-12 students vaccinated} + \text{total K-12 students with COVID-19 infections in the last 90 days}}{\text{total K-12 students (latest enrollment report)}}$$

The total K-12 student count will be based on the most recent enrollment report’s “Full-time only (excluding EC and part-time/independent)” data point.



**RESOLUTION REQUIRING THE ADMINISTRATION TO MAKE  
RECOMMENDATIONS REGARDING  
PROGRAMMING AND STAFFING FOR NEXT YEAR**

WHEREAS, the financial condition of the school district dictates that the school district may require reallocation of resources between programs for the 2022-2023 school year, and

WHEREAS, there may be reductions in student enrollments within specific programs and/or grade levels, and,

WHEREAS, this reduction in expenditures may require discontinuance of positions and discontinuance or curtailment of programs, and

WHEREAS, a determination must be made as to which teachers' contracts must be terminated and not renewed and which teachers may be placed on unrequested leave of absence without pay or fringe benefits in effecting discontinuance of positions,

BE IT RESOLVED, by the School Board of Independent School District No. 659, as follows:

That the School Board hereby directs the Superintendent of Schools and the administration to consider the reduction and/or discontinuance of programs or positions to accomplish economies in the school district as a result of reductions in enrollment and/or funding and to make recommendations to the School Board for the discontinuance of programs, curtailment of programs, discontinuance of positions or curtailment of positions.

Dated: January 24, 2022

## **Northfield Public Schools ISD No. 659 School Board and District Committees**

Individual school board members serve on several board and district standing committees. In addition, board members represent the school district in interaction with various organizations and governing bodies. The school board will also be represented by individual members who will serve on task forces and ad hoc committees.

### **Membership on Board and District Standing Committees**

#### **Board Committees**

|                                    |  |
|------------------------------------|--|
| Board Legislative Action Committee | Corey Butler, Claudia Gonzalez-George, Julie Pritchard |
| Board Meet and Confer              | Amy Goerwitz, Claudia Gonzalez-George                  |
| Board Negotiations                 | Board members assigned by Board Chair                  |
| Board Policy Review Committee      | Corey Butler, Amy Goerwitz, Noel Stratmoen,            |

#### **District Committees**

##### Meets Monthly:

|                                     |                 |
|-------------------------------------|-----------------|
| Community Services Advisory Council | Julie Pritchard |
| Wellness Advisory Committee         | Amy Goerwitz    |
| District Youth Council              | Julie Pritchard |

##### Meets Quarterly:

|                                    |  |
|------------------------------------|--|
| Northfield Forward                 | Tom Baraniak, Jeff Quinnell, Julie Pritchard           |
| Northfield Enact                   | Jeff Quinnell  |
| Communications Advisory Committee  | Julie Pritchard  |
| Equity Advocacy Advisory Committee | Tom Baraniak   |
| Facilities Advisory Committee      | Tom Baraniak, Noel Stratmoen                           |
| Finance Advisory Committee         | Claudia Gonzalez-George, Jeff Quinnell, Noel Stratmoen |
| Professional Growth (NEA)          | Jeff Quinnell  |

##### Meets As Needed:

|  |                         |
|--|-------------------------|
| Review of Instructional Resources      | Noel Stratmoen          |
| TORCH Advisory Group                   | Claudia Gonzalez-George |
| Activities Advisory Committee (yearly) | Jeff Quinnell           |

#### **Current Board Representative**

## **Representatives to Organizations and Governing Bodies**

### Meets Monthly:

Cannon Valley Special Education Cooperative (CVSEC)

Human Rights Commission

Northfield Area Chamber of Commerce

Superintendent Hillmann, Amy Goerwitz

Tom Baraniak

Superintendent Hillmann

### Meets Quarterly:

Schools for Equity in Education (SEE)

Council of Champions – Northfield Promise

Corey Butler, Julie Pritchard

Claudia Gonzalez-George

### Communication as Needed:

Legislative Liaison (MSBA)

Minnesota State High School League (MSHSL)

Claudia Gonzalez-George

Claudia Gonzalez-George

Updated 01.2022