

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

Monday, February 14, 2022 ~ Regular Board Meeting  
Northfield District Office Boardroom

Zoom Link: <https://northfieldschools-org.zoom.us/j/82608538979?pwd=UHZ1WVdlOXRaWINPOGIcFRVbWJ5UT09>  
Passcode: 736375

**AGENDA**

1. Call to Order
2. Agenda Approval/Table File
3. Public Comment
4. Announcements and Recognitions
5. Items for Discussion and Reports
  - a. Proposed 2022-2023 Operating Capital and Long-Term Facilities Maintenance Budget
  - b. Long-Term Facilities Maintenance Ten Year Plan
  - c. Budget Prioritization Process
  - d. Superintendent Operations and COVID-19 Update
6. Consent Agenda
  - a. Minutes
  - b. Gift Agreement
  - c. Financial Reports
  - d. Grant Applications
  - e. Personnel Items
7. Items for Individual Action
  - a. Revised 2022-23 School Year Calendar
  - b. Policies 503, 515, 524.2 and 534
  - c. Resolution Approving Purchase Agreement and Authorizing Sale of Property
8. Items for Information
  - a. Enrollment Report
9. Future Meetings
  - a. Monday, February 28, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
  - b. Monday, March 14, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
  - c. Monday, March 28, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
10. Adjournment

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

Monday, February 14, 2022 ~ Regular Board Meeting  
Northfield District Office Boardroom

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Passcode: 736375

TO: Members of the Board of Education  
FROM: Matthew Hillmann, Ed.D., Superintendent  
RE: Explanation of Agenda Items for Monday, February 14, 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. Proposed 2022-2023 Operating Capital and Long-Term Facilities Maintenance Budget. Val Mertesdorf, Director of Finance, will present the 2022-2023 Operating Capital Budget and Long-Term Facilities Maintenance Plan. Cole Nelson, Director of Buildings & Grounds, will be available for questions. The board will be asked to adopt the budget at the February 28, 2022 board meeting.
  - b. Long-Term Facilities Maintenance Ten Year Plan. Director Nelson and Director Mertesdorf will review the Long-Term Facilities Maintenance ten year revenue and expenditure plan. In addition, the Indoor Air Quality Management Plan is part of the ten year plan and must be reviewed annually. The board will be asked to approve the plan at the February 28, 2022 board meeting. The approved plan must be submitted to the Department of Education.
  - c. Budget Prioritization Process. Dr. Hillmann and Director Mertesdorf will preview the upcoming budget prioritization process.
  - d. Superintendent Operations and COVID-19 Update. Dr. Hillmann will provide an update about district operations, and local and county COVID-19 data. He will also discuss the district's safety protocol exit criteria.
6. Consent Agenda  
**Recommendation:** Motion to approve the following items listed under the Consent Agenda
  - a. Minutes
    - Minutes of the Regular School Board meeting held on January 24, 2022
  - b. Gift Agreement
    - \$16,000.00 from Spring Creek PTO for classroom books from the Spring Creek PTO Read-A-Thon.
  - c. Financial Reports  
Financial Report - October 2021. Director of Finance Val Mertesdorf requests the board approve paid bills totaling \$2,472,150.61, payroll checks totaling \$3,565,131.54, a wire transfer totaling \$300,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$350,000.00 from Frandsen Sweep to Frandsen

General, and the financial reports for October 2021. At the end of October 2021 total cash and investments amounted to \$28,900,980.64.

Financial Report - November 2021. Director of Finance Val Mertesdorf requests the board approve paid bills totaling \$2,984,399.41, payroll checks totaling \$3,476,266.94, a wire transfer totaling \$500,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$500,000.00 from Frandsen Sweep to Frandsen General, and the financial reports for November 2021. At the end of November 2021 total cash and investments amounted to \$27,576,176.68.

d. Grant Applications

i. Department of Human Services (DHS) Financial Hardship Grant

Director Mertesdorf, Director of Community Education Erin Bailey, and Ventures Coordinator Breezy Barrett are requesting school board approval for a \$76,500.00 grant from DHS. The American Rescue Plan Act, signed into law in March 2021, provided Minnesota with additional funds to help stabilize the child care industry as the state continues to recover from the COVID-19 pandemic. At the end of June 2021, the Minnesota Legislature created Minnesota's Child Care Stabilization Grant Program, which is funded by the federal American Rescue Plan Act. It began in June 2021 and will run through June 2023. This includes the creation of an additional grant opportunity to help providers experiencing extreme financial hardship, called the Financial Hardship Grant Program. The Financial Hardship Grant will help stabilize child care costs at Early Ventures Learning Center and KidVentures.

ii. MnMTSS Grant

Superintendent Hillman, Director Mertesdorf, and Director of Instructional Services Hope Langston are requesting school board approval for a \$250,000.00 Minnesota Multi-tiered Systems of Support grant from the Minnesota Department of Education. This grant funding will be used to grow and accelerate the growth for students who are below reading and math benchmarks, and increase the number of students who meet the college readiness benchmark on the ACT. We intend to reduce the referrals to special education services because this will reflect a new opportunity to better meet the needs of all students in our core instruction.

e. Personnel Items

i. Appointments

1. Scott Broughton, 1.0 FTE Long Term Substitute English/Language Arts Teacher at the High School, beginning 2/7/2022-6/9/2022; BA, Step 10
2. Kathryn Carlson, 1.0 FTE Fifth Grade Teacher at Greenvale Park, beginning 2/10/2022-6/9/2022; MA, Step 6
3. Laurie Chappuis, Child Nutrition Associate I for 3.25 hours/day at Spring Creek, beginning 2/14/2022; \$19.28/hr.
4. Kyle Fearing, Assistant Softball Coach for 2 hours/day at the High School, beginning 3/14/2022; Level 1, Step 9
5. Daniel Foley, 1.0 FTE Long Term Substitute Second Grade Companeros Teacher at Spring Creek, beginning 3/21/2022-6/9/2022; MA20, Step 10
6. Samiratou Gado, Community School Evening Site Assistant for up to 3 hours/day for 2 days/week at Greenvale Park, beginning 2/15/2022-6/3/2022; Step 1-\$14.11/hr.
7. Mariah Grisim, General Ed EA Grade 1 for 4 hours/day at Bridgewater, beginning 1/31/2022-6/9/2022; Step 4-\$16.92/hr.
8. Graciela Guerrero, Special Ed EA PCA for 3.5 hours/day on M, T, TH, F and 4 hours/day on W, at the NCEC, beginning 2/10/2022; Step 2-\$16.53/hr.
9. Brent Kivell, RRR-Set Builder with High School Activities, beginning 1/31/2022; \$3,000 Stipend
10. Jennifer Klaers, Ski & Snowboard Club Chaperone with Community Education Recreation, beginning 2/7/2022-5/31/2022; \$56.25/night.
11. Anne Larson, 1.0 FTE Long Term Substitute Third Grade Teacher at Greenvale Park, beginning 2/14/2022-2/25/2022; MA30, Step 10
12. Cora McBroom, Program Assistant with Community Education Recreation, beginning 2/19/2022-5/31/2022; \$10.50/hr.

13. Jason Mosley, Assistant Softball Coach for 2 hours/day at the High School, beginning 3/14/2022; Level 1, Step 9
  14. Kari Selchow, 1.0 FTE Long Term Substitute Third Grade Teacher at Greenvale Park, beginning 1/31/2022-2/11/2022; BA, Step 5
  15. Abigail Thompson, Program Assistant with Community Education Recreation, beginning 2/19/2022-5/31/2022; \$10.50/hr.
  16. Cydney Ulvestad, Special Ed EA PCA for 6.75 hours/day and Gen Ed EA for .50 hours/day at Greenvale Park, beginning 2/21/2022; Spec Ed Step 4-\$17.52/hr. and Gen Ed Step 4-\$16.92/hr.
  17. Gerald Wood, Event Worker at the High School, beginning 2/12/2022; \$45/per game.
  18. Gina Woodyard, General Ed EA Grade 1 for 1.25 hours/day for 4 days/week at Greenvale Park, beginning 2/7/2022-6/9/2022; Step 1-\$15.57/hr.
- ii. Increase/Decrease/Change in Assignment
1. Ana Bravo Gatton, EA at the Middle School/Bridgewater, add Community School Site Assistant for up to 6 hours/week at Greenvale Park, effective 1/27/2022-6/3/2022; Step 2-\$14.48/hr.
  2. Valerie Carter, Gen Ed EA at Bridgewater, add Special Ed EA PCA Bus for 1.50 hrs/day on Friday afternoons with the District, effective 2/11/2022-6/9/2022.
  3. Sean Finger, 9th Grade Basketball Coach at the High School, add Event Worker at the High School, effective 2/9/2022. \$45/per game
  4. Leah Grisim, Special Ed Teacher Setting 3 NB at Spring Creek, change to Special Ed Teacher ASD Resource at Spring Creek, effective 8/29/2022.
  5. Graciela Guerrero, EA at the NCEC, add KidVentures Site Assistant for 16.25 hours/week at Greenvale Park, effective 2/10/2022. Gen Ed Step 2-\$14.48/hr.
  6. Katie Hanson, Special Ed Teacher at the High School, add Sped Building Mentor-Creatively Focused Axis3 Implementation Team at the High School, effective 11/16/2021-6/9/2022; Additional \$250 Stipend
  7. Julene Johnson, EA at Bridgewater, add Targeted Services PLUS Site Assistant for 1.25 hours/day Tuesdays and Thursdays at Bridgewater, effective 2/8/2022-4/29/2022; Step 4-\$15.48/hr.
  8. Roanne Johnson, Special Education Teacher at Bridgewater, add Special Education Building Mentor-Creatively Focused Axis3 Implementation Team at Bridgewater/Portage, effective 11/16/2021-6/9/2022; Additional \$250 Stipend
  9. Steve Knutson, Building Supervisor with Community Education, add Site Supervisor/Scheduler with Community Education Recreation, effective 1/26/2022-5/31/2022; \$12.39/hr.
  10. Annie Kruse, Special Ed Teacher at the NCEC, add Sped Building Mentor-Creatively Focused Axis3 Implementation Team at the NCEC, effective 11/16/2021-6/9/2022; Additional \$250 Stipend
  11. Jennifer Link, Special Ed Teacher at the Middle School, add Sped Building Mentor-Creatively Focused Axis3 Implementation Team at the Middle School, effective 11/16/2021-6/9/2022; Additional \$250 Stipend
  12. Gunner Mattson, EA at the High School, add Community School Site Assistant for up to 6 hours/week at Greenvale Park, effective 1/25/2022-6/3/2022; Step 1-\$14.11/hr.
  13. Adeline Nelson, EA at the NCEC, add Community School Site Assistant for up to 6 hours/week at Greenvale Park, effective 1/25/2022-6/3/2022; Step 2-\$14.48/hr.
  14. Lacey Neuman Bissonnette, KV Site Lead at Greenvale Park, add General Ed EA Grade 1 for 1.25 hours/day for 4 days/week at Greenvale Park, effective 2/14/2022-6/9/2022; Step 4-\$16.92/hr.
  15. Kelli Otting, Special Ed Teacher at Spring Creek, add Sped Building Mentor-Creatively Focused Axis3 Implementation Team at Spring Creek, effective 11/16/2021-6/9/2022; Additional \$250 Stipend
  16. Deb Seitz, Teacher at the Middle School, add Program Assistant with Community Education Recreation, effective 1/31/2022-5/31/2022; \$14.50/hr.
  17. Kari Selchow, LTS Third Grade Teacher at Greenvale Park 1/31/2022-2/11/2022, add LTS Third Grade Teacher at Greenvale Park 2/28/2022-3/4/2022.
  18. Michael Sherman, 1.0 FTE EBD Teacher at the Middle School, add an overload during case management-  $\frac{1}{6}$  calculation at the Middle School, effective 2/14/2022-6/9/2022.
  19. Janet Smith, Teacher at the High School, add an overload for semester 2, in lieu of her supervision at the High School,  $\frac{1}{5}$  calculation, effective 1/31/2022-6/9/2022.
  20. Brynne Stellner, 1.0 Assistant Track Coach at the High School, change to .5 Assistant Boys/Girls Track Coach at the High School, effective 3/14/2022.
  21. Alicia Veltri, Special Ed Teacher at Greenvale Park, add Sped Building Mentor-Creatively Focused Axis3 Implementation Team at Greenvale Park, effective 11/16/2021-6/9/2022; Additional \$250 Stipend
  22. Karl Viesselman, Teacher at the High School, add 1.0 Assistant Boys/Girls Track Coach at the High School, effective 3/14/2022.
  23. Andrea Waldock, EA at Bridgewater, add Targeted Services PLUS Site Assistant for up to 6 hours/week Mon.-Thurs. at Bridgewater, effective 1/27/2022-4/29/2022; Step 4-\$15.48/hr.



24. Megan Zwolenski, EA at Greenvale Park, add Community School Site Assistant for up to 7 hours/week at Greenvale Park, effective 1/27/2022-6/3/2022; Step 1-\$14.11/hr.
  25. Megan Zwolenski, Special Ed EA at Greenvale Park, add Special Ed EA PCA Extracurricular/Nonacademic for 1.25 hours/day Mon.-Thurs. at Greenvale Park, effective 2/14/2022-4/28/2022.
- iii. Leave of Absence
1. Lydia Gross, ECSE Teacher at the NCEC, Family/Medical Leave of Absence, beginning on or about 4/1/2022 through the end of the 2021-2022 school year.
  2. Nick Mertesdorf, EA at the High School, Leave of absence, effective 2/21/2022-5/27/2022.
  3. Michelle Sonnega, Teacher at the High School, Leave of absence extended from 5/22/2022 to the end of the 2021-2022 school year.
  4. Molly Viesselman, Human Resource Director with the District, Family/Medical Leave of Absence, beginning 2/7/2022-2/16/2022.
- iv. Retirements/Resignations/Terminations
1. Rich Bissonnette, CNA at Spring Creek, resignation effective 2/10/2022.
  2. Kassidy Greeney, EA at the High School, termination effective 1/14/2022.
  3. Isabela Hernandez Perez, EA at Greenvale Park, termination effective 1/14/2022.
  4. Dee Tomczik, EA at Bridgewater, retirement effective at the end of the 2021-2022 school year.

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

## 7. Items for Individual Action

- a. Revised 2022-23 School Year Calendar. The board is asked to approve the revised 2022-23 school year calendar as presented at the January 24, 2022 board meeting. The updates to the calendar are the result of recently completed negotiations with the Northfield Education Association.

**Superintendent's Recommendation:** Motion to approve the revised 2022-23 school year calendar.

- b. Policies 503, 515, 524.2 and 534. The board is asked to approve policies 503, 515, 524.2 and 534 as presented at the January 24, 2022 board meeting.

**Superintendent's Recommendation:** Motion to approve policies 503, 515, 524.2 and 534 as presented.

- c. Resolution Approving Purchase Agreement and Authorizing Sale of Property. The board is asked to approve the purchase agreement and authorize the sale of property. The board had previously approved an option agreement with Rebound Real Estate by which a small parcel of school district property would be sold to Rebound if it exercised the option to acquire the property and Rebound has exercised the option to purchase the property on the terms and conditions set forth in the purchase agreement attached hereto as Exhibit A.

The property that is the subject of the Exhibit A purchase agreement is hereby declared to be surplus property, and the board authorizes its sale on the terms of the Exhibit A purchase agreement, which is hereby approved by the board. The school board chair and clerk are hereby authorized and directed to execute the requisite deed conveying the property to Rebound Real Estate. The superintendent, or their designee are authorized to execute all other documents necessary for closing of the transaction contemplated by the Exhibit A purchase agreement.

**Superintendent's Recommendation:** Motion to adopt the Resolution Approving Purchase Agreement and Authorizing Sale of Property.

## 8. Items for Information

- a. Enrollment Report. Dr. Hillmann will review the February 2022 enrollment report.

## 9. Future Meetings

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

c. Monday, March 28, 2022, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

10. Adjournment

## **2022-23 Capital and Long Term Facilities Maintenance | Proposed Budget | 2.14.22**

**Val Mertesdorf | Director of Finance**

### **What is Capital?**

Our capital budget is a segment of our general fund budget that we present separately as required by the Minnesota Department of Education. Our capital budget has four revenue components.

- 1) Operating Capital – must be used for equipment and facility needs. The calculation is \$79 per adjust pupil unit plus \$109 multiplied by our average building age. We receive approximately \$224 per pupil unit. This formula is a mix of levy and state aid.
- 2) Lease Levy – this is a levy source of revenue to pay for rent of leased facilities. The calculation is \$212 per pupil unit. Northfield has a cap of approximately \$917,000; we have typically 30-40% of this allocation. It is slightly higher due to our membership in the Cannon Valley Special Education Cooperative.
- 3) Capital Levy – this is our voter approved levy of \$750,000. This is used to support technology and facilities. This levy will expire in 2023 which is revenue for the 23-24 school year.
- 4) Long Term Facilities Maintenance – this was a new revenue source beginning 7/1/2016. The legislature combined the deferred maintenance and health and safety revenue formulas into a new formula. The formula is a combination of aid and levy. This funding is for capital expenditures and maintenance projects necessary to prevent further erosion of facilities. The calculation is \$380 per pupil unit, pro-rated based on average building age.

The Capital and Long Term Facilities Maintenance programs have restricted expenditure categories. These funding streams are intended to support technology, facilities and infrastructure needs. Each category also has a restricted fund balance category. This means if we don't spend all of our revenue in a given year the remainder is set aside for only these types of expenditures in the future. Each year in December, we project our capital revenue and if there is a projected surplus, the Capital Committee prioritizes needs and comes to consensus on how to allocate the remaining funds.

### **Projected Revenue**

For 2022-23, LTFM revenue will be our largest source at 41%. This funding source is annually about \$1,000,000 more than the district was receiving from Deferred Maintenance and Health and Safety combined. Operating Capital and our Capital Levy are the next largest with 24% and 23%, respectively. Our total capital revenue is projected to be \$3,276,533 which is a slight decline from prior years due to our projected enrollment decline as well as our new long term facilities maintenance bond.

We will need to begin a conversation regarding the capital projects levy. This levy has been an integral part of the District's technology initiatives. The resources this levy has provided for our students allowed

the district to shift to distance learning this spring with limited device needs. This ten-year levy will expire in 2023. We would be required to ask the voters to reauthorize the levy and/or increase it.

### **Projected Expenditures**

We are projecting capital expenditures of approximately \$2,013,073. The capital committee approved expenditures such as a science room addition at Bridgewater, replacing a large plow truck and some updated equipment for the Technology and Engineering spaces at the High School. We did not allocate \$300,000 of technology salaries in the capital budget to ensure they were included with the priority based budget process.

The LTFM funding has a ten-year plan that the Board approves each year. Based on the funding and projects listed, Director of Buildings and Grounds, Cole Nelson prioritizes projects and sets the expenditures for the year. We utilized the LTFM funding to supplement our building construction projects from the 2018 referendum. For fiscal year 2022-23 we will be remodeling the main office at the High School and resurfacing the track as the major projects.

### **Financial Summary**

At the end of 2022-23 we are projecting that the operating capital fund balance will be \$641,656. The long term facilities maintenance fund balance is projected to be \$704,026. Our fund balance goal is to maintain a minimum of \$200,000 in operating capital and \$600,000 in LTFM. The current projections are more than our goal.

Overall, the funding and flexibility we have because of the long term facilities maintenance program has been incredibly beneficial for the district. We will continue to strive to allocate our resources as effectively and efficiently as possible to ensure our facilities are adequately maintained and our students and staff have access to the necessary technology and tools to continue providing a world class education.

# 2022-23 PROPOSED BUDGET

Capital & Long Term Facilities Maintenance



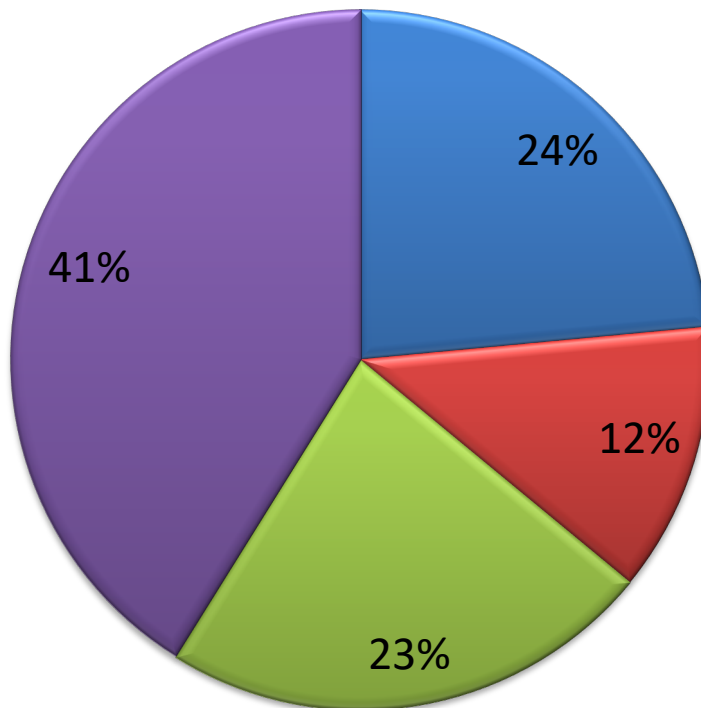
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# What is Capital?

- The capital budget consists of 4 revenue streams
  - Operating Capital – levy/aid formula
  - Lease Levy – levy for certain lease commitments
  - Capital Levy – voter approved levy
  - Long Term Facility Maintenance – new funding began in FY17 that replaces Health & Safety and Deferred Maintenance
- The capital budget is included in the general fund
- Restricted expenditures
- Fund Balance restriction
- There is a portion of the operating capital money each year that is prioritized by the Capital Committee – this committee meets to discuss building and district priorities and comes to consensus on the proposed spending

# Capital and LTFM Sources

\$3,276,533



■ Operating Capital  
\$770,227

■ Lease Levy  
\$407,986

■ Capital Levy  
\$750,000

■ Long Term Facilities  
Maintenance  
\$1,348,320

# Projected Capital Expenditures

	2019-20	2020-21	2021-22	2022-23
EXPENDITURES	Actual	Actual	Revised	Proposed
Leased Facility Space/Assessments	\$315,645	\$283,373	\$390,305	\$435,802
Lease Purchase (Spring Creek & Shop)	\$212,352	\$212,352	\$212,352	\$212,352
Technology Leases	\$715,333	\$544,016	\$563,000	\$529,841
Schools/Programs	\$111,901	\$79,107	\$132,661	\$135,078
Textbooks/Digital Curr	\$149,448	\$106,226	\$180,000	\$250,000
Network Administration	\$0	\$347,469	\$300,000	\$0
Gleason Property	\$179,301	\$0	\$0	\$0
Capital Committee	\$537,865	\$62,551	\$130,000	\$450,000
TOTAL	\$2,221,845	\$1,635,094	\$1,908,318	\$2,013,073



# Projected LTFM Expenditures

	2019-20	2020-21	2021-22	2022-23
EXPENDITURES	Actual	Actual	Revised	Proposed
347 - Physical Hazards	\$ 19,614	\$ 11,346	\$ 42,400	\$ 35,300
349 - Other Haz. Materials	\$ 566	\$ 2,393	\$ 55,575	\$ 9,250
352 - Environmental H&S	\$ 108,463	\$ 112,597	\$ 110,000	\$ 110,900
358 - Asbestos Removal	\$ 49,907	\$ 90,585	\$ 54,768	\$ 6,800
363 - Fire Safety	\$ 66,285	\$ 89,104	\$ 37,388	\$ 44,425
366 - Indoor Air Quality	\$ -	\$ -		\$ -
367 - Accessibility	\$ 36,580	\$ 27,025	\$ 506,000	\$ -
368 - Building Envelope	\$ 15,850	\$ 479,107	\$ 96,425	\$ 25,000
369 - Bldg Hrdwr & Equip	\$ 130,247	\$ 1,400	\$ 47,209	\$ 50,000
370 - Electrical	\$ 48,399	\$ -	\$ 59,275	\$ 1,075,500
379 - Interior Surfaces	\$ 185,626	\$ 178,415	\$ 245,300	\$ 75,000
380 - Mechanical Systems	\$ 679,156	\$ 355,370	\$ 296,612	\$ -
381 - Plumbing	\$ 218,341	\$ 25,226	\$ 27,806	\$ -
382 - Professional Services	\$ -	\$ -		\$ 40,000
383 - Roofing	\$ 10,965	\$ 1,135	\$ 45,000	\$ -
384 - Site Projects	\$ 183,425	\$ 12,615	\$ 98,400	\$ 130,000
<b>TOTAL</b>	<b>\$ 1,753,424</b>	<b>\$ 1,386,318</b>	<b>\$ 1,722,158</b>	<b>\$ 1,602,175</b>

# What does this money accomplish?

Old district office remodel – New MTSS/Torch and Tech Services space



Update of 8 bathrooms at the high school!







MS Pool window replacement



MS Tennis Court resurfacing



# Upcoming Projects

## Capital Recommendations

- Science room addition BW
- Replace large plow truck
- Update radios for district
- Replacement riding scrubber
- Panel sander for HS wood shop
- CNC Plasma Table for HS

## LTFM

- Remodel HS Main Office
- Annual inspections/testing
- Replace flooring in music/media rooms at BW
- Resurface track
- Patch/Repair pavement

# Financial Summary

Operating Capital				
	2019-20	2020-21	2021-22	2022-23
FUND BALANCE	Actual	Actual	Revised	Proposed
Beginning Fund Balance	\$542,842	\$279,224	\$554,717	\$726,516
Revenues	\$1,958,227	\$1,910,588	\$2,080,117	\$1,928,213
Expenditures	\$2,221,845	\$1,635,095	\$1,908,318	\$2,013,073
Ending Fund Balance	\$279,224	\$554,717	\$726,516	\$641,656
Long Term Facility Maintenance				
	2019-20	2020-21	2021-22	2022-23
FUND BALANCE	Actual	Actual	Revised	Proposed
Beginning Fund Balance	\$1,167,773	\$1,028,645	\$1,180,630	\$957,881
Revenues	\$1,614,295	\$1,538,303	\$1,499,409	\$1,348,320
Expenditures	\$1,753,423	\$1,386,318	\$1,722,158	\$1,602,175
Ending Fund Balance	\$1,028,645	\$1,180,630	\$957,881	\$704,026

# LTFM 10 Year Plan

	2021	2022	2023	2024	2025	2026
<b>Revenue</b>	\$ 1,538,303	\$ 1,499,409	\$ 1,348,320	\$ 1,301,878	\$ 1,306,288	\$ 1,305,448
<b>Expenditures</b>	\$ 1,386,318	\$ 1,722,158	\$ 1,602,175	\$ 678,025	\$ 999,700	\$ 1,629,000
<b>Difference</b>	\$ 151,985	\$ (222,749)	\$ (253,855)	\$ 623,853	\$ 306,588	\$ (323,552)
<b>Beginning Fund Balance</b>	\$ 1,028,645	\$ 1,180,630	\$ 957,881	\$ 704,026	\$ 1,327,879	\$ 1,634,467
<b>Ending Fund Balance</b>	\$ 1,180,630	\$ 957,881	\$ 704,026	\$ 1,327,879	\$ 1,634,467	\$ 1,310,915
	2027	2028	2029	2030	2031	2032
<b>Revenue</b>	\$ 1,304,765	\$ 1,283,240	\$ 1,283,503	\$ 1,283,923	\$ 1,284,500	\$ 1,284,500
<b>Expenditures</b>	\$ 1,532,300	\$ 435,300	\$ 1,458,900	\$ 530,800	\$ 1,349,550	\$ 297,800
<b>Difference</b>	\$ (227,535)	\$ 847,940	\$ (175,397)	\$ 753,123	\$ (65,050)	\$ 986,700
<b>Beginning Fund Balance</b>	\$ 1,310,915	\$ 1,083,380	\$ 1,931,320	\$ 1,755,923	\$ 2,509,046	\$ 2,443,996
<b>Ending Fund Balance</b>	\$ 1,083,380	\$ 1,931,320	\$ 1,755,923	\$ 2,509,046	\$ 2,443,996	\$ 3,430,696

Fiscal Year 2022 – 2032 are estimates

# Questions?

Thank you!

IEA, INC.

## NORTHFIELD PUBLIC SCHOOLS



### Contact Us:

#### BROOKLYN PARK OFFICE

9201 W. BROADWAY, #600  
BROOKLYN PARK, MN 55445  
763-315-7900

#### MANKATO OFFICE

610 N. RIVERFRONT DRIVE  
MANKATO, MN 56001  
507-345-8818

#### ROCHESTER OFFICE

210 WOOD LAKE DRIVE SE  
ROCHESTER, MN 55904  
507-281-6664

#### BRAINERD OFFICE

601 NW 5TH ST. SUITE #4  
BRAINERD, MN 56401  
218-454-0703

#### MARSHALL OFFICE

1420 EAST COLLEGE DRIVE  
MARSHALL, MN 56258  
507-476-3599

#### VIRGINIA OFFICE

5525 EMERALD AVENUE  
MOUNTAIN IRON, MN 55768  
218-410-9521

[www.ieasafety.com](http://www.ieasafety.com)

[info@ieasafety.com](mailto:info@ieasafety.com)

800-233-9513

# Management Plan for Indoor Air Quality



# Northfield Public Schools

## Management Plan for Indoor Air Quality

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**Contact Person:** Cole Nelson

**Phone Number:** 507-645-3435

**Email Address:** [cnelson@northfieldschools.org](mailto:cnelson@northfieldschools.org)

## Certification

2/8/2022

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Date

[illegible]

## **1.0 Introduction**

Good quality indoor air contributes to a favorable learning environment for students, productivity for teachers and staff, and a sense of comfort, health, and well-being for all school occupants. This management plan describes procedures and guidelines relating to indoor air quality (IAQ) for Northfield Public Schools and references the Tools for Schools Action Kit from the Environmental Protection Agency (EPA).

## **2.0 Responsibilities**

The program coordinator, or designee, is responsible for the following:

- Oversee the implementation of the management plan
- Provide resources needed to implement the plan
- Determine when outside professional assistance is needed
- Ensure the annual notification to staff, students and parents is completed
- Register IAQ questions from staff, students, and parents

## **3.0 Communication**

The management plan for IAQ and other related reports are located at the District Office with the District's health and safety programs.

A statement is distributed annually via the school website, informing the staff, students, and parents about the location of the management plan for Indoor Air Quality and how to contact the IAQ coordinator. This information is documented with this program.

## **4.0 Procedures for Handling IAQ Concerns and Remediation**

The following describes the process to be implemented if a building occupant is concerned about IAQ:

- A person who has concerns about IAQ contacts the building principal or head custodian in their building for reporting and assistance with concerns.
- After reviewing the situation, the building custodian will investigate to try to resolve the problem internally. If the concern cannot be alleviated, the building custodian will notify the IAQ coordinator and a questionnaire may be provided to the affected person. The completed questionnaire would be returned to the IAQ coordinator.
- The IAQ coordinator will review the questionnaire and contact the appropriate outside firm to help investigate and/or remediate the problem, if deemed necessary.
- Remediation will be conducted and may require an outside contractor.
- The IAQ coordinator, or designated consultant, will communicate with the initiating party during the process of investigating and remediating the issue.

Northfield Public Schools may have an IAQ assessment and sampling performed in an area in response to symptoms experienced by a staff member or student. If the assessment and sampling does not identify a condition or concern that might account for the symptoms experienced by an individual, involvement of a physician is often warranted as the next step. It is recommended that an allergist or other specialist (not a general physician) conduct the examination and help to determine if there are specific triggers or allergens that might be affecting the individual. The specialist may show that the individual is sensitive to or affected by low levels of a specific contaminant that does not usually affect the general population. If a specific trigger or contaminant is identified, further sampling might then be warranted.

## **5.0 Building Walkthroughs**

Building walkthrough inspections are completed annually to identify potential IAQ issues. The walkthrough is modeled after the EPA Tools for Schools checklists and reports of walkthroughs are located in Appendix A. The walkthrough uses sight, sound, and smell to assess if there are obvious water intrusion problems (interior and exterior), obvious ventilation failures and/or problems, obvious building/structural failures and/or problems, overall cleanliness of buildings and classrooms, and operations and maintenance programs. It is intended to be a quick overall assessment of each room for obvious problems that may impact indoor air quality. The reports are reviewed by the IAQ coordinator or designee, who will then take appropriate action to address problems that were identified.

## **6.0 Indoor Air Quality Teacher Surveys**

An IAQ survey may be distributed annually to provide an avenue for reporting any IAQ concerns and to inform employees on what they can do to improve IAQ in their own areas. The survey may cover the following topics: animals, thermal comfort, ventilation, building maintenance, moisture concerns and general cleanliness.

The IAQ coordinator reviews the surveys and any concerns discovered are addressed. The surveys may be completed online, and a final report is maintained with the management plan.

## **7.0 Ventilation Assessments**

A ventilation assessment is completed each year by the head engineers or designated consultant. The ventilation assessment is maintained with this program and covers the following topics:

- Outdoor Air Intakes
- System Cleanliness
- Control for Outdoor Air Supply
- Air Distribution
- Exhaust Systems

## **8.0 Facility Cleanliness**

The current maintenance program involves vacuuming of carpeted rooms and dusting regularly. Dusting of personal items is the responsibility of the classroom teacher. A deep cleaning of furniture and flooring is conducted in each room over the summer break.

The District maintains a routine heating, ventilation, and air conditioning (HVAC) inspection and maintenance program that includes coil and drain pan cleaning and inspection, adjustment of motor operators and dampers, regular filter changes, unit cleaning, and checking of damper controls and settings.

## **9.0 Related Guidelines**

### **9.1 Animals in the Classroom**

The goal of the IAQ program is to decrease student and staff exposure to potentially harmful animal allergens. Bringing animals into the buildings should be discouraged. If animals are to be allowed in the classroom, the protocol will be as follows:

- Before bringing an animal into the building, the teacher will ask the principal for permission. The principal will consult with facilities staff.
- All animals are required to be properly vaccinated.
- The location of the habitat for the animal will include consideration of HVAC components. Animal habitats will not be placed near air supply or return air vents and will not be kept near unit ventilators. The habitat will be placed on a hard floor surface. The animal will not be allowed to wander around the room (especially on carpet).
- A cleaning schedule will be implemented for the habitat and surrounding area. The classroom teacher is responsible for regularly cleaning the cage, as well as the table or floor the cage rests upon. Students will not be allowed to clean cages or equipment.
- The teacher will always be present when animals are handled by a student.

- All staff and students will wash their hands before and after handling animals, cage debris, or animal supplies.
- Concerns regarding the health issues or care of the animal should be brought to the building principal for immediate consideration.

## 9.2 Pest Management

Integrated Pest Management (IPM) is a coordinated approach to pest control using the most cost-effective means to prevent unacceptable levels of pests, while causing the least possible hazard to people, property, and the environment. IPM uses a combination of methods that include:

- Reducing or not allowing food or snacks in the classroom, especially when the room is carpeted
- Inspection and monitoring of pest population sites
- Managing waste by keeping refuse in tight containers and locating waste containers away from buildings, if possible
- Maintaining structures (fixing leaking pipes promptly, sealing cracks)
- Adding physical barriers to pest entry and movement (screens for chimneys, doors, and windows)
- Modifying habitats (removing clutter, relocating outside light fixtures away from doors)
- Using traps (light traps, snap traps, and glue boards)
- Using pesticides judiciously

## 9.3 Food Services

Cooking activities generate odors, moisture, food waste, and other trash, which, if not managed carefully, can lead to IAQ problems. The District ensures the following precautions are taken:

### Cooking Area

- The exhaust fans are inspected to make sure they are working properly. If problems are noted, the building custodian is contacted.
- Exhaust fans are operational whenever cooking, washing dishes, or cleaning.
- Any leaks or odors of combustion gas are reported immediately to the building custodian.
- The kitchen is cleaned after use as required by the district and Department of Health policy.
- Signs of mold, mildew, or algae are reported to the building custodian.
- Pest problems are reported to the building custodian.

### Food Handling and Storage

- Food service areas are regularly checked for signs of insects or vermin.
- Food handling and storage practices followed are as recommended by the District and the Department of Health.
- General cleanliness is maintained.

### Waste Management

- The District's policy of recycling waste is followed.
- Waste is stored in appropriate sealed containers.
- Dumpsters are located away from air intake vents and operable windows.

## 9.4 Latex

Latex allergy is a reaction to certain proteins in latex rubber. The amount of latex exposure needed to produce sensitization or an allergic reaction is unknown. Increasing the exposure to latex proteins increases the risk of developing allergic symptoms. In sensitized persons, symptoms usually begin within minutes of exposure; but they can occur hours later and can be quite varied. Mild reactions to latex involve skin redness, rash, hives, or itching. More severe reactions may involve respiratory symptoms such as runny nose, sneezing, itchy eyes, scratchy throat, and asthma (difficult breathing, coughing spells, and wheezing).\*

Because gloves and balloons are the most common and accessible sources of latex, the District has chosen to prohibit their use in District buildings. If an employee or student has a severe latex allergy, other forms of latex will be assessed in that particular building.

*\* Information from NIOSH Publication #98-113: Latex Allergy, A Prevention Guide.*

## **9.5 Fragrances**

Exposure to fragrances and scents can cause some staff and/or students to experience asthma or allergic reactions, including upper respiratory irritation, headaches, and other symptoms. All District employees are encouraged to use personal products (such as perfume, cologne, after-shave, hairspray, and body lotion) that are low odor or fragrance free. In addition, the district selects maintenance and cleaning products that are low in odor.

As a district policy essential oils may not be used as follows:

- In diffusers
- Applied to any student, even if the parent requests staff to administer, without a Health Care Provider order
- In professional development sessions
- Any circumstance that is disruptive or puts another's health at risk

If essential oils are found:

- In diffusers:
  - Diffuser is removed and disposed of properly
- On students/staff which are disruptive or putting another's health at risk
  - Do not use water to wash off as it may increase irritation by spreading the oils.
  - Offer clean clothing, as needed and as available

## **10.0 Annual Review**

The Northfield Public Schools IAQ coordinator, along with a designated safety consultant, reviews the IAQ plan on an annual basis. Changes to the plan are identified on the annual review form found at the beginning of this plan.

## Budget Planning and Prioritization Process Overview | February 14, 2022

Matt Hillmann, Ed.D.

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**Purpose:** To adjust Northfield Public Schools expenditures to align with reduced revenue resulting from declining enrollment.

**Reasons:** The district's recent demographic study indicates a declining enrollment trend totaling approximately 400 students over the next decade. Declining enrollment, coupled with continued state underfunding, will adversely impact the district's revenue. The district begins this process from a position of financial strength, with a fund balance exceeding 16% of expenditures, and validation of our financial oversight through our latest audit and a recent AA+ bond rating from Standard & Poor's. The strong budget reserve and quality financial oversight put in a position to thoughtfully adjust expenditures to meet the new reality of lower enrollment.

**Budget Teams:** There will be three budget teams: one that will review elementary expenditures, one that will review middle school/high school/ALC expenditures, and one that will review district services expenditures. Parents and staff have been invited to volunteer to serve on a budget team through multiple email messages. Each team will consist of administrators, teachers, staff, parents, students, and community members. Each team will be provided a budget target for their area and will identify expenditure areas to prioritize. The process will identify areas that will need to be reduced to align with the overall budget targets. There will be four meetings for the budget teams as outlined below:

### Meeting No. 1: Feb. 24, 2022

- All committees: district strategic plan, demographic study, and budget trajectory.
- All committees: process introduction (budget code description overview).
- Breakout into individual committees for an initial discussion.

### Meeting No. 2: Mar. 1, 2022

- All committees: brief review of the strategic plan and budget trajectory.
- Committee breakouts: discuss areas of prioritization.

### Meeting No. 3: Mar. 15, 2022

- Committee breakouts: Brief review of the second meeting.
- Committee breakouts: discuss areas of prioritization and identify budget package recommendations.

### Meeting No. 4: Mar. 24, 2022 (date subject to change)

- Committee breakouts: finalize budget package recommendations.

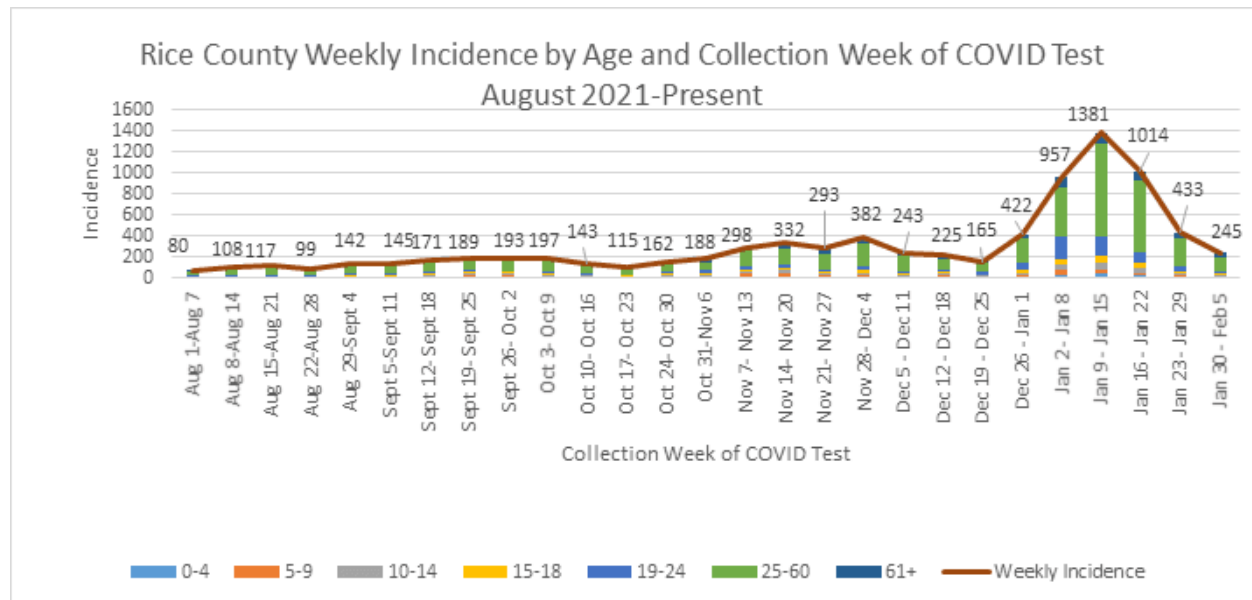
The board will receive updates throughout the process with a budget report being made at the March 28, 2022 board meeting.

## Superintendent Operations and COVID-19 Update | February 14, 2022

Matt Hillmann, Ed.D.

**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 has made it through the Omicron surge at this point. On Jan. 1, the district had counted 332 total positive cases since the district began counting positive COVID-19 tests within the school community on Aug. 31. On Jan. 31, that number had climbed to 940. As of Feb. 10, the district total 2021-22 school year case count was 1,024 cases. 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 returned to the expected ranges as the Omicron surge has subsided. All schools have ILI rates less than five percent at this time.

### COVID-19 Testing Update

The district continues to be a leader in providing COVID-19 tests for our community. We have completed over 1,400 rapid molecular (PCR-equivalent) tests at the drive-through Cue testing center. Between the drive-through testing center and our inventory of rapid antigen COVID-19 test kits, the district has clearly become the “go to” testing location for families and staff. The number of appointments at the drive-through testing center has declined due to improved public health conditions and the availability of rapid antigen tests.



The district is now allowing people living in the same household as staff and students to use the drive-through testing center.

### **Bright Spot: KYMN Radio Sports Live Streams**

KYMN radio continues to partner with Northfield Public Schools to stream Raider athletics. Recently, KYMN has also begun video streaming of some contests. The district appreciates KYMN's continued commitment to providing access to varsity sports for those who cannot attend a game in person. The video streaming components are a work in progress and we value KYMN's innovations. Minnesota State High School League section contests cannot be video streamed but KYMN will continue its audio streaming service both via its broadcast signals (1080 AM/95.1 FM) and its website.

# **NORTHFIELD PUBLIC SCHOOLS**

## **School Board Minutes**

January 24, 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 6:00 p.m. Present: Baraniak, Butler, Gonzalez-George, Goerwitz, Pritchard and Stratmoen. Quinnell arrived at 6:03 p.m. 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 Goerwitz, seconded by Baraniak, the board approved the agenda.

3. Public Comment

There was one public comment.

4. Announcements and Recognitions

- January is Paraprofessional Month and Governor Walz has proclaimed January 24-30, 2022 as Paraprofessional Recognition Week in the State of Minnesota. Northfield Public Schools recognizes all educational assistants and their contributions to support student learning and successful outcomes, through small group and one-on-one instruction, instructional assistance, support, and assessment.
- The National Association of Elementary School Principals featured Bridgewater Elementary Principal Nancy Antoine in this month's *Principal* magazine.

5. Items for Discussion and Reports

- a. Results of the 2022A General Obligation Facilities Maintenance Bond Sale Shelby McQuay with Ehlers, Inc. reviewed the results of the 2022A general obligation facilities maintenance bond sale and the January 24, 2022 Sale Day Report. It is notable that the district received a AA+ bond rating and is moving forward with a budget reprioritization process. The request to the board to approve the resolution awarding the sale of the bonds is on tonight's meeting agenda as an item for individual action.
- b. Demographic Study Report. Hazel Reinhardt presented the results of the district's demographic study and enrollment projections. The projection environment includes lower birth rates, less mobility, an aging population, slowing immigration, and Minnesota's population is in a pattern of net out migration. The decline in resident birth rates has resulted in a decline in the kindergarten pool. Years 2021-22 to 2026-27, and 2021-22 to 2031-32 project a decline in district enrollment of approximately 400 students. Ms. Reinhardt analyzed the effect of additional single-family housing and apartment units on enrollment, although this information is not readily available.
- c. Summary of Superintendent's Mid-Year Evaluation. Board Chair Claudia Gonzalez-George shared her summary of the superintendent's mid-year performance evaluation July 1, 2021 - December 31, 2021. Board members gave Dr. Hillmann a very strong performance rating across all key areas. His overall average score was 4.92 on a 5-point scale across 48 job responsibilities organized around eight major topics and four goals. Board members cited Dr. Hillmann's exceptional work in three key areas: facilitation of the five (5) year strategic plan, his commitment to the district's mission and vision, and his relationship with the community.
- d. Semi-Annual Fundraising Report. Director of Finance Val Mertesdorf reviewed the fundraising report as required by Policy 713 Student Activity Accounting.

- e. Revised 2022-23 School Year Calendar. Superintendent Hillmann presented a revision to the 2022-23 school year calendar. The updates to the calendar are the result of recently completed negotiations with the Northfield Education Association. This will be an item for individual action at the next board meeting.
- f. Policy Recommendations. Dr. Hillmann presented 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. The district will begin to include the seven (7)-day COVID-19 case rate on the COVID dashboard. The influenza-like illness (ILI) rates have been higher than five percent daily at several buildings over the last two week. However, public health views the ILI rate differently within the context of the Omicron variant. Staffing has been a challenge and we use a cascading approach to cover staffing to maintain our goal of in-person learning. We have completed over 1,200 Cue tests in the testing clinic; we have approximately 10,000 rapid antigen tests for our test to stay program on hand; we have KN95 masks available to all staff and students; and we have updated our COVID protocols and moved to 5 day quarantine.

Standard & Poor's formally evaluated the district's finances as part of the standard bond sales process. The district maintained its superior AA+ bond rating. This external evaluation is another metric that demonstrates the district's excellent financial management. The board's legislative action committee has organized a "School Finance 101" webinar for Jan. 25 at 6:30 p.m.

## 6. Committee Reports

Board member Julie Pritchard shared the Legislative Action Committee report.

## 7. Consent Agenda

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

### a. Minutes

- Minutes of the Organizational School Board meeting held on January 10, 2022
- Minutes of the Regular School Board meeting held on January 10, 2022

### b. Gift Agreements

- \$4,506.16 from Cannon Strength, LLC for the JV softball scoreboard
- Anonymous donor: \$50,000.00 unassigned for Northfield High School and \$50,000.00 specifically for baseball improvements at Northfield High School, including but not limited to new or updated equipment and field maintenance.

### 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.
4. Karen Anderson, Lifeguard with Community Education Recreation, beginning 1/24/2022-5/31/2022; \$10.64/hr.
5. Robyn Dietz, Gen Ed EA for 1.25 hours/day for 4 days/week at Greenvale Park, beginning 1/31/2022-6/9/2022; Step 1-\$15.57/hr.
6. Michelle Murphy, CNA I for 3.75 hours/day at the High School, beginning 2/21/2022; \$19.28/hr.
7. Ashley Opatrny, Special Ed Teacher-Resource Room with .6 FTE Portage/.4 FTE GVP, beginning on or about 2/15/2022-6/9/2022; BA, Step 1-pending obtaining license from PELSB.
8. Brian Porter, Assistant Boys Swim/Dive Coach at the High School, beginning 1/24/2022; Level 2, Step 10

9. Ariana Vermilyea, Program Supervisor with Community Education Recreation, beginning 1/24/2022-5/31/2022; \$10.89/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.
  6. Adriana Bermudez, ECFE EA Sib Care for 15.5 hours/week at the NCEC, change to ECFE EA Sib Care for 16 hours/week at the NCEC, effective 1/3/2022.
  7. Craig Johnson, Teacher at the High School, add BASS Fishing Coordinator with Community Education Recreation, effective 2/7/2022-8/31/2022; \$25/participant
  8. Julene Johnson, Gen Ed EA at Bridgewater, add Community School Evening Site Assistant at Greenvale Park, effective 1/25/2022-6/3/2022. Step 4-\$15.48/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.
  5. Kimbra Dimick, Teacher at Greenvale Park, Unpaid Leave of Absence, beginning 1/31/2022-3/13/2022.
- 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.
  3. Lisa Williams, Special Ed EA Bus with the district, resignation from bus only effective 1/18/2022.

8. Items for Individual Action

- a. Resolution Relating to \$3,120,000 General Obligation Facilities Maintenance Bonds, Series 2022A; Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment Thereof. On a motion by Goerwitz, seconded by Pritchard, the board approved the Resolution Relating to \$3,120,000 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 were opened Monday, January 24, 2022 at 11:00 a.m. On a roll call vote, voting 'yes' was Baraniak, Butler, Goerwitz, Gonzalez-George, Pritchard, Quinnell and Stratmoen. No one voted 'no'.
- b. Policy 460. On a motion by Pritchard, seconded by Butler, the board adopted Policy 460 Remote Work.
- c. COVID-19 Safety Protocols Exit Criteria 2021-22. On a motion by Baraniak, seconded by Pritchard, the board approved the COVID-19 safety protocols exit criteria for 2021-22. Voting 'yes' were Baraniak, Butler, Goerwitz, Gonzalez-George, Pritchard and Stratmoen. Voting 'no' was Quinnell.
- d. Resolution Requiring Administration to Make Recommendations Regarding Programming and Staffing for Next Year. On a motion by Goerwitz, seconded by Baraniak, the board authorized the administration to make recommendations for additions and reductions in programs and for adding or discontinuing positions. On a roll call vote, voting 'yes' was Baraniak, Butler, Goerwitz, Gonzalez-George, Pritchard, Quinnell, and Stratmoen. No one voted 'no'.

- e. Retirement by Agreement. On a motion by Quinnell, seconded by Baraniak, the board approved the retirement by agreement with Jacalyn Harding.

9. Items for Information

- a. Committee Assignments. Board Chair Gonzalez-George shared 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

On a motion by Stratmoen, seconded by Goerwitz, the board adjourned at 8:47 p.m.

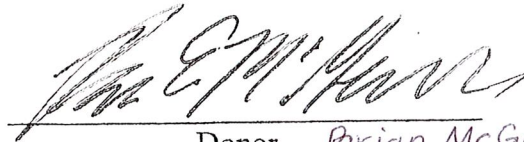
Noel Stratmoen  
School Board Clerk

## NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

This agreement made this 4th day of February, 2022 by and between Spring Creek PTO, hereinafter the "Donor", and Independent School District No. 659, Northfield, Minnesota, pursuant to the District's policy for receiving gifts and donations, as follows:

### TERMS

\$16,000.00 donation check #1092 for classroom books from the Spring Creek PTO Read A Thon.



Donor Brian McGonegal, Treasurer

Approved by resolution of the School Board on the \_\_\_\_ day of \_\_\_\_, 20\_\_.

INDEPENDENT SCHOOL DISTRICT No. 659

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

Clerk

Rec'd  
on 2/4/22

## 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)
Spring Creek PTO	\$16,000.00	Classroom books from the Spring Creek PTO Read-A-Thon

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:


Whereupon, said Resolution was declared duly adopted.

By: Claudia Gonzalez-George, Chair

By: Noel Stratmoen, Clerk

**DISTRICT OFFICE**  
201 Orchard Street South  
Northfield, MN 55057  
PH 507.663.0600 • Fax 507.663.0611  
[www.northfieldschools.org](http://www.northfieldschools.org)

TO: Dr. Matt Hillmann, Superintendent

FROM: Val Mertesdorf, Director of Finance 

DATE: February 14, 2022

RE: Board Approval of Financial Reports – November 2021

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of November 2021.

Bills totaling \$2,984,399.41 were paid in November 2021.

Payroll checks totaling \$3,476,266.94 were issued in November 2021.

No bond payments were paid in November 2021.

At the end of November 2021 Total Cash and Investments amounted to \$27,576,176.68.

Wire transfers initiated by the district during November 2021:

\$500,000.00	From Frandsen General to Frandsen Sweep
\$500,000.00	From Frandsen Sweep to Frandsen General

The following financial reports for November 2021 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

1. Treasurer's Report
2. Disbursement Report



November 2021 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND	4,270,960.21	2,996,730.26	4,552,363.74	(685,555.86)	2,029,770.87 *
FOOD SERVICE	588,184.69	261,818.95	211,555.97	1,985.07	640,432.74
COMMUNITY ED	465,883.49	277,800.69	251,533.13	(1,337.23)	490,813.82
CONSTRUCTION ACCOUNT	16,437.00	-	-	-	16,437.00
DEBT SERVICE	4,757,683.11	1,482,275.15	-	-	6,239,958.26
SELF INSURANCE	3,405,898.91	108,398.17	1,445,213.51	693,747.19	2,762,830.76
TOTALS	13,505,047.41	5,127,023.22	6,460,666.35	8,839.17	12,180,243.45
GENERAL FUND INVESTMENT	15,395,933.23	-	-	-	15,395,933.23 *
CONSTRUCTION INVESTMENT	0.00	-	-	-	0.00
	17,143,433.23	-	-	-	15,395,933.23
GRAND TOTALS	27,910,930.42	5,127,023.22	6,460,666.35	8,839.17	27,576,176.68

\*General Fund includes Certificate of Deposit amount

Disbursement Report

ISD 659 - Northfield

November 2021

Disbursements:

Bills Paid:

General Fund	\$ 1,417,000.17	
Food Service Fund	101,207.52	
Community Services Fund	20,978.21	
Construction Fund	-	
Trust & Agency Fund	-	
Self Insurance Fund	<u>1,445,213.51</u>	
Total Bills Paid		2,984,399.41

Payroll:

General Fund	3,135,363.57	
Food Service Fund	110,348.45	
Community Services Fund	230,554.92	
Trust Fund	-	
Self Insurance Fund	<u>-</u>	
Total Payroll		3,476,266.94

Bond Payments:

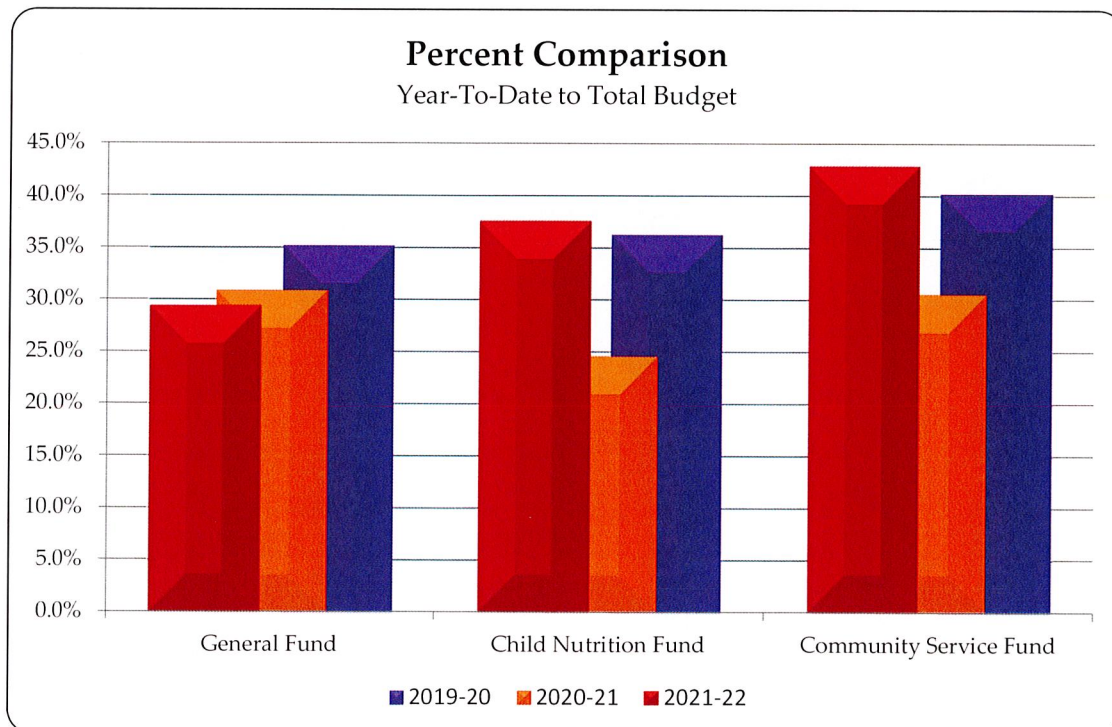
Debt Redemption Fund	<u>-</u>	
Total Bond Payments		<u>-</u>
Total Disbursements		<u><u>\$6,460,666.35</u></u>



## STATEMENT OF REVENUES

For the month ended November 30, 2021

Fund	Year-To-Date	Budget	YTD as % of Budget		
			2021-22	2020-21	2019-20
General Fund					
Property Taxes	\$ 5,689,507	\$ 14,528,579	39.2%	40.8%	39.9%
State Sources	10,629,799	39,321,725	27.0%	27.0%	27.8%
Federal Sources	82,039	2,639,748	3.1%	48.2%	110.2%
Local Sources	547,181	1,250,993	43.7%	24.9%	124.4%
Total	\$ 16,948,527	\$ 57,741,045	29.4%	30.8%	35.1%
Child Nutrition Fund	\$ 828,922	\$ 2,208,619	37.5%	24.6%	36.2%
Community Service Fund	1,316,060	3,073,145	42.8%	30.5%	40.2%
Construction Fund	-	-	0.0%	117.4%	26.5%
Debt Service Fund	3,437,741	6,089,977	56.4%	229.2%	53.6%
Internal Service Fund	6,248,421	7,547,782	82.8%	39.7%	11.8%
<b>Total All Funds</b>	<b>\$ 28,779,672</b>	<b>\$ 76,660,568</b>	<b>37.5%</b>	<b>47.6%</b>	<b>34.5%</b>

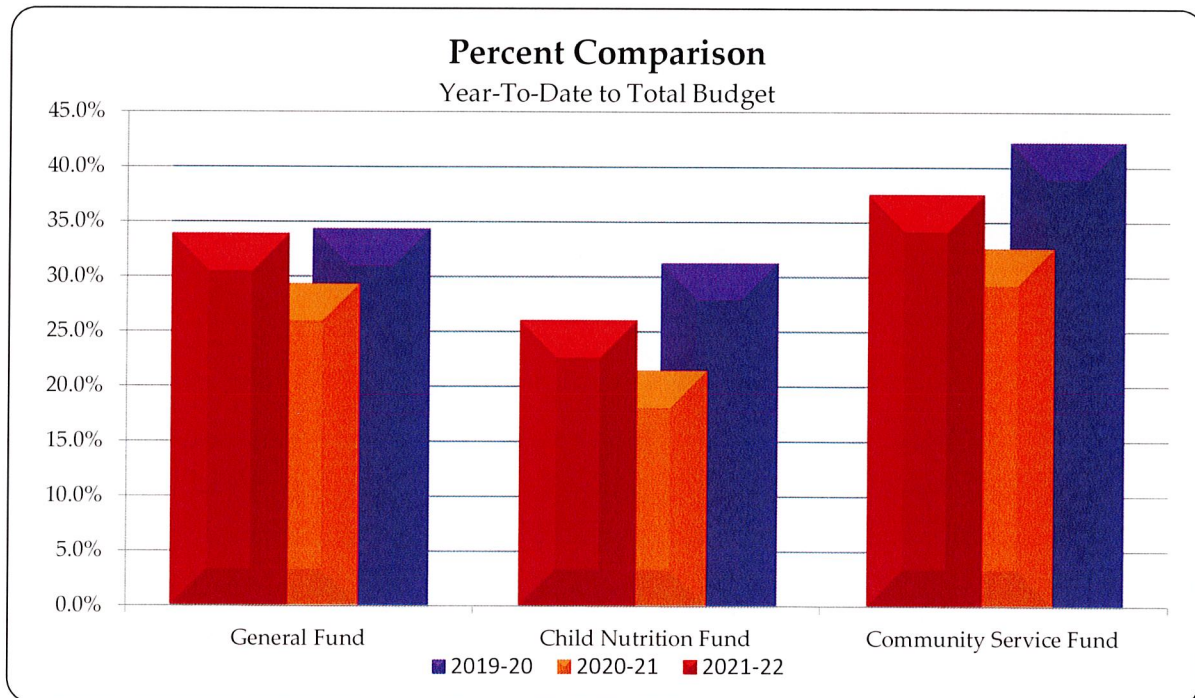




## STATEMENT OF EXPENDITURES

For the month ended November 30, 2021

Fund	Year-To-Date	Adopted Budget	YTD as % of Budget		
			2021-22	2020-21	2019-20
General Fund					
Salaries	\$ 10,430,464	\$ 35,125,556	29.7%	27.6%	29.2%
Benefits	3,683,495	12,943,395	28.5%	27.6%	28.6%
Purchased Services	3,226,885	7,095,813	45.5%	29.5%	44.3%
Supplies & Materials	1,654,094	2,336,489	70.8%	65.5%	56.1%
Capital Expenditures	1,138,994	1,665,384	68.4%	30.8%	98.3%
Other Expenses	158,121	726,246	21.8%	21.4%	51.5%
Total General Fund	\$ 20,292,053	\$ 59,892,883	33.9%	29.3%	34.3%
Child Nutrition Fund	\$ 628,981	\$ 2,416,599	26.0%	21.5%	31.3%
Community Service Fund	1,228,680	3,275,706	37.5%	32.6%	42.3%
Construction Fund	-	-	0.0%	78.2%	3.3%
Debt Service Fund	1,152,589	5,842,017	19.7%	15.4%	16.2%
Internal Service Fund	5,125,005	8,857,880	57.9%	47.3%	50.1%
<b>Total All Funds</b>	<b>\$ 28,427,308</b>	<b>\$ 80,285,085</b>	<b>35.4%</b>	<b>34.2%</b>	<b>25.6%</b>





TO: Dr. Matt Hillmann, Superintendent

FROM: Val Mertesdorf, Director of Finance *VM*

DATE: February 14, 2022

RE: Board Approval of Financial Reports – October 2021

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of October 2021.

Bills totaling \$2,472,150.61 were paid in October 2021.

Payroll checks totaling \$3,565,131.54 were issued in October 2021.

No bond payments were paid in October 2021.

At the end of October 2021 Total Cash and Investments amounted to \$28,900,980.64.

Wire transfers initiated by the district during October 2021:

\$300,000.00 From Frandsen General to Frandsen Sweep

\$350,000.00 From Frandsen Sweep to Frandsen General

The following financial reports for October 2021 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

1. Treasurer's Report
2. Disbursement Report

October 2021 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND	2,705,879.63	5,142,124.97	4,655,566.12	1,078,521.73	4,270,960.21 *
FOOD SERVICE	607,384.43	219,435.94	240,853.95	2,218.27	588,184.69
COMMUNITY ED	452,588.48	284,652.66	259,364.36	(11,993.29)	465,883.49
CONSTRUCTION ACCOUNT	16,437.00	-	-	-	16,437.00
DEBT SERVICE	3,274,756.43	1,482,926.68	-	-	4,757,683.11
SELF INSURANCE	3,556,924.01	41,204.09	881,497.72	689,268.53	3,405,898.91
TOTALS	10,613,969.98	7,170,344.34	6,037,282.15	1,758,015.24	13,505,047.41
GENERAL FUND INVESTMENT	17,143,433.23	-	-	(1,747,500.00)	15,395,933.23 *
CONSTRUCTION INVESTMENT	0.00	-	-	-	0.00
	17,143,433.23	-	-	(1,747,500.00)	15,395,933.23
GRAND TOTALS	27,910,930.42	7,170,344.34	6,037,282.15	10,515.24	28,900,980.64

\*General Fund includes Certificate of Deposit amount

Disbursement Report

ISD 659 - Northfield

October 2021

Disbursements:

Bills Paid:

General Fund	\$ 1,456,171.45	
Food Service Fund	115,716.06	
Community Services Fund	18,765.38	
Construction Fund	-	
Trust & Agency Fund	-	
Self Insurance Fund	<u>881,497.72</u>	
Total Bills Paid		2,472,150.61

Payroll:

General Fund	3,199,394.67	
Food Service Fund	125,137.89	
Community Services Fund	240,598.98	
Trust Fund	-	
Self Insurance Fund	<u>-</u>	
Total Payroll		3,565,131.54

Bond Payments:

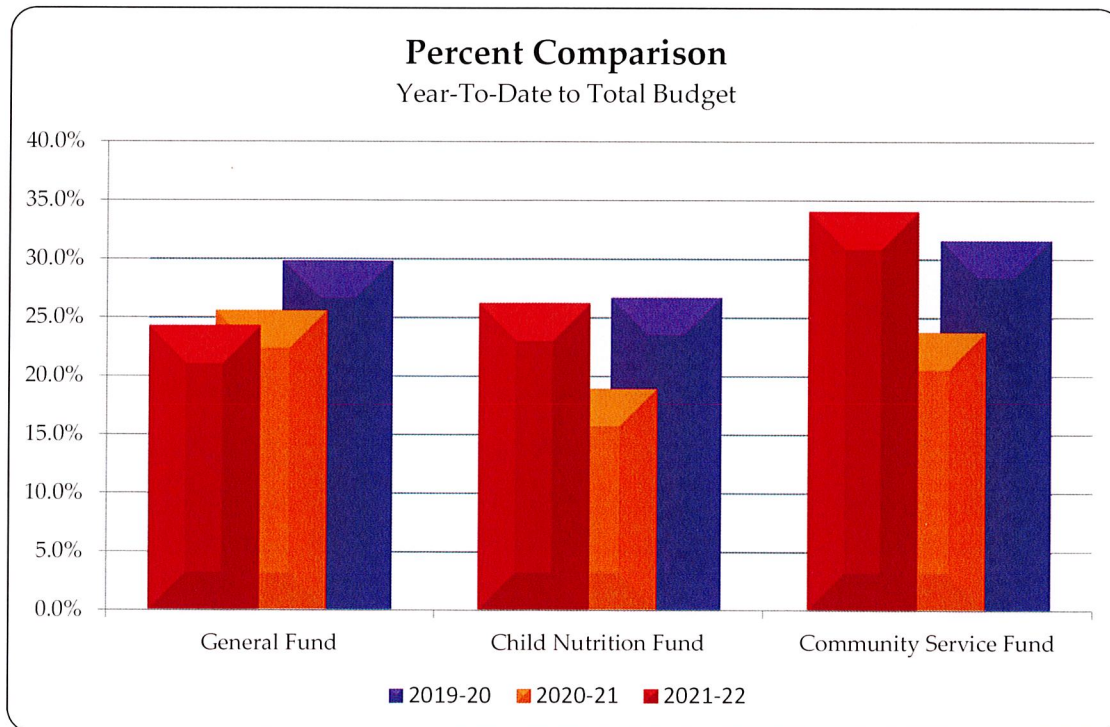
Debt Redemption Fund	<u>-</u>	
Total Bond Payments		<u>-</u>
Total Disbursements		<u><u>\$6,037,282.15</u></u>



## STATEMENT OF REVENUES

For the month ended October 31, 2021

Fund	Year-To-Date	Budget	YTD as % of Budget		
			2021-22	2020-21	2019-20
General Fund					
Property Taxes	\$ 2,876,690	\$ 14,528,579	19.8%	23.4%	20.3%
State Sources	10,629,023	39,321,725	27.0%	27.0%	27.8%
Federal Sources	66,567	2,639,748	2.5%	10.0%	108.0%
Local Sources	421,775	1,250,993	33.7%	22.5%	113.9%
Total	\$ 13,994,055	\$ 57,741,045	24.2%	25.6%	29.8%
Child Nutrition Fund	\$ 578,485	\$ 2,208,619	26.2%	18.9%	26.7%
Community Service Fund	1,046,490	3,073,145	34.1%	23.8%	31.6%
Construction Fund	-	-	0.0%	110.5%	24.3%
Debt Service Fund	1,955,466	6,089,977	32.1%	33.4%	30.0%
Internal Service Fund	2,446,276	7,547,782	32.4%	30.5%	11.4%
<b>Total All Funds</b>	<b>\$ 20,020,771</b>	<b>\$ 76,660,568</b>	<b>26.1%</b>	<b>26.5%</b>	<b>27.9%</b>



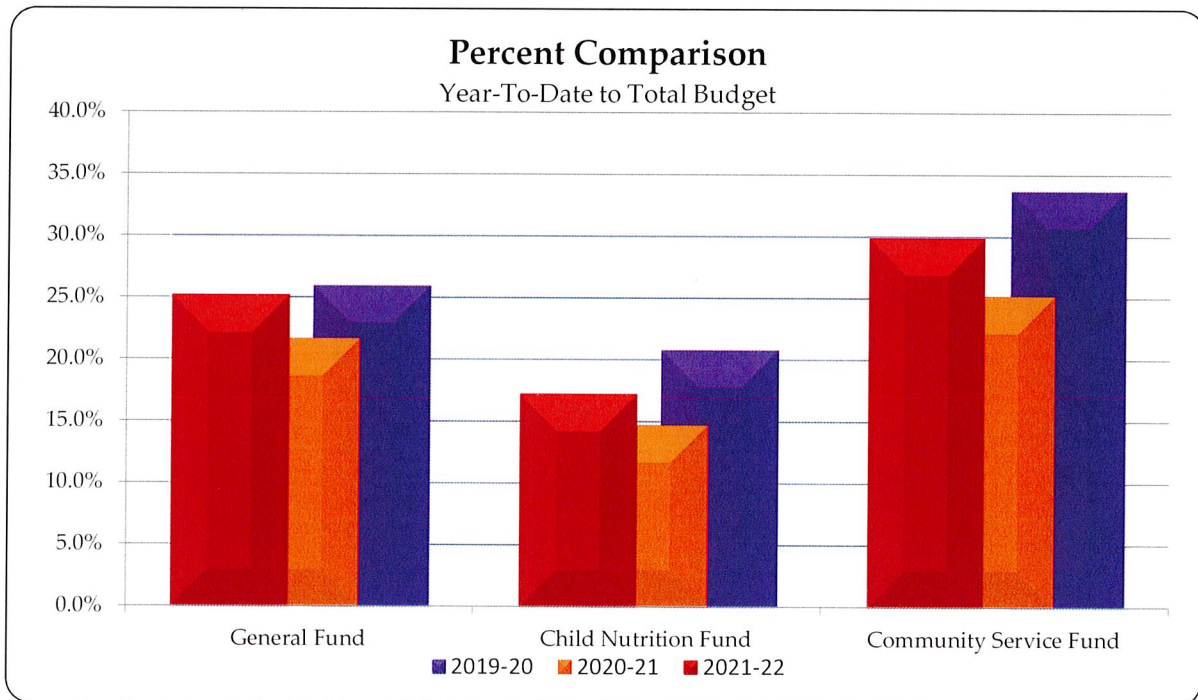




## STATEMENT OF EXPENDITURES

For the month ended October 31, 2021

Fund	Year-To-Date	Adopted Budget	YTD as % of Budget		
			2021-22	2020-21	2019-20
General Fund					
Salaries	\$ 7,425,831	\$ 35,125,556	21.1%	19.2%	20.5%
Benefits	2,689,357	12,943,395	20.8%	19.9%	20.7%
Purchased Services	2,399,385	7,095,813	33.8%	22.8%	35.8%
Supplies & Materials	1,515,700	2,336,489	64.9%	60.9%	50.0%
Capital Expenditures	924,312	1,665,384	55.5%	25.1%	92.0%
Other Expenses	139,998	726,246	19.3%	20.4%	40.2%
Total General Fund	\$ 15,094,583	\$ 59,892,883	25.2%	21.7%	26.0%
Child Nutrition Fund	\$ 417,428	\$ 2,416,599	17.3%	14.7%	20.9%
Community Service Fund	980,140	3,275,706	29.9%	25.2%	33.7%
Construction Fund	-	-	0.0%	68.6%	2.4%
Debt Service Fund	1,152,589	5,842,017	19.7%	14.0%	16.2%
Internal Service Fund	3,679,792	8,857,880	41.5%	39.2%	40.6%
<b>Total All Funds</b>	<b>\$ 21,324,531</b>	<b>\$ 80,285,085</b>	<b>26.6%</b>	<b>26.9%</b>	<b>19.8%</b>



# Grant Application Approval Form

February 10, 2022

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

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

Grant Proposal Information	
<b>Project Title</b>	Department of Human Services (DHS) Financial Hardship Grant
<b>Funding Period</b>	From: October 1, 2021 To: December 31, 2021
<b>Funding Source</b>	Department of Human Services
<b>Application Deadline</b>	February 9, 2022
<b>List all Grant Applicants</b>	Early Ventures Learning Center and KidVentures
<b>School/Department</b>	Community Education
<b>Contact Person</b>	Erin Bailey Phone No. 507-664-3652
Project Information	
<b>Brief Proposal Description</b>	The American Rescue Plan Act, signed into law in March 2021, provided Minnesota with additional funds to help stabilize the child care industry as the state continues to recover from the COVID-19 pandemic. At the end of June 2021, the Minnesota Legislature created <a href="#"><u>Minnesota's Child Care Stabilization Grant Program</u></a> , which is funded by the federal American Rescue Plan Act. It began in June 2021 and will run through June 2023. This includes the creation of an additional grant opportunity to help providers experiencing extreme financial hardship, called the Financial Hardship Grant Program.
<b>Project Goal (in one Sentence)</b>	The Financial Hardship Grant will help stabilize child care costs at Early Ventures Learning Center and KidVentures.
<b>List All Personnel Involved in Application</b>	Erin Bailey, Breezy Barrett and Val Mertesdorf
Budget Information	
<b>Amount Requested</b>	\$76,500.00
<b>Matching Funds</b>	\$
<b>Source of Matching Funds</b>	

**Required Documents Attached:**    ☐ Completed Application    ☐ Rough Draft    ☐ Summary of Application

**Project Initiator Signature**

**Building Principal or District Administrator  
Signature**

☐ Approved by the School Board    ☐ Not Approved by the School Board    Date \_\_\_\_\_



## The Minnesota Multi-tiered System of Supports (MnMTSS) - Fiscal Year 2022 and 2023

### Application Coversheet

#### Applicant Information

Legal name of applicant organization: Northfield Public Schools ISD 659

If district or charter school applicant, enter organization number: 0659-01

Total grant request: \$250,000

#### Required Identification Numbers

Minnesota SWIFT vendor ID number (Tax ID): 0000193993

Federal DUNS number: 050233097

#### Contact Information

##### ***Identified Official with Authority (IOWA) to Sign***

Instructions: Enter the contact information of the person who will sign the application in the signature section.

Name of official with authority to sign: Matt Hillmann, EdD

Title: Superintendent

Address: 201 Orchard St S

City, state and zip code + 4: Northfield, MN 55057-1663

Phone number: (507) 663-0629

Email: mhillmann@northfieldschools.org

***Primary Program (PM) Contact Information***

Name of Program Contact: Hope Langston, EdS

Title: Director of Instructional Services

Address: 201 Orchard St S

City, state and zip code: Northfield, MN 55057

Phone number: 507-645-3436

Email: hlangston@northfieldschools.org

***Business Manager (BM) Contact Information***

Name of business manager: Valori Mertesdorf

Title: Director of Finance

Address: 201 Orchard St S

City, state and zip code: Northfield, MN 55057

Phone number: 507.663.0620

Email: vmertesdorf@northfieldschools.org

## Signature Section

Submit the completed and signed application coversheet, along with the application narrative, to [mde.compgrants@state.mn.us](mailto:mde.compgrants@state.mn.us) by February 9, 2022, no later than 3:30 p.m. central time.

### Signature and Date of the Official with Authority to sign

By signing below, I certify I have read the application (narrative, assurances, budget and supplemental documents, if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization.

Name: Matthew J. Hillmann, Ed.D.

Date: 02.09.2022

Signature: Matthew J. Hillmann

## Assurances

The applicant, by signing the coversheet to the application submitted to the state, certifies they have read all application documents, including any revised documents. The applicant agrees to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.

### 1. Survival of Terms

The following clauses below survive the expiration or cancellation of this award: 4D) State and federal Audits; 5) Liability; 6) Ownership of Materials and Intellectual Property Rights; 7) Publicity; 8) Government Data Practices and Disclosure of Breach in Security; 9) Data Disclosure; and 12) Governing Law, Jurisdiction and Venue.

### 2. Use of Funds

The use of funds shall be limited to that portion identified in the application materials and the attached application and by any applicable state or federal laws. Funds may not be used for gifts or novelty items (unless individually and specifically approved by the state) or for payments to vendors displaying exhibits for their profit. Funds should support the purpose and activities approved in the application. Funds must not be used to benefit state employees, or to reimburse them for any of their expenditures, including travel expenses, alcohol purchases, costs of registration fees for training sessions or educational courses presented or arranged, payments to state employees for presentations at workshops, seminars, etc., whether on state time, vacation time, leave of absence or any other non-work time.

- A. The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the state within the times required by it. The state reserves the right to withhold funding if reporting requirements are not met. The grantee must promptly return to the state any unexpended funds not accounted for in the financial report due to the state at grant closeout.
- B. The grantee shall present reports to the Commissioner of the Department of Education or the state's Authorized Representative. At the Commissioner's discretion, these reports may be presented at departmental, legislative, other state agency or public meetings where the grantee shall be available to explain the project and respond to questions.
- C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if state is allowed in the approved budget, provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan," promulgated by the Commissioner of Minnesota Management and Budget (MMB). The grantee will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from the state. The current [Commissioner's Plan](http://www.mmd.admin.state.mn.us/commissionersplan.htm) can be viewed to obtain current maximum expense reimbursement rates (<http://www.mmd.admin.state.mn.us/commissionersplan.htm>). Exceptions to these travel rates are those that may be negotiated with the University of Minnesota.

### 3. Equipment

Upon termination of the award, the state shall have the right to require transfer or return of any equipment purchased during the award grant period using these grant funds.

### 4. Financial and Administrative Provisions

#### ***A. Allowability of Costs***

The allowability of costs for federal funding incurred under this award shall be determined in accordance with the procedures and principles given in the federal Office of Management and Budget (OMB) circulars located in [2 Code of Federal Regulations \(CFR\), Part 200](#) and/or as in the approved budget and/or specific legislation.

For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this award by the grantee will be allowed by the state unless approved in writing by the state. Such approval shall be considered to be a modification of the award. There may be additional limitations on allowable costs, which shall be noted in the award.

A grantee hosting a meeting or conference may not use federal grant funds to pay for food for attendees unless it is necessary and reasonable to accomplish a legitimate meeting, conference business for approved grant activities. Budget allocations for food must be approved by the Minnesota Department of Education (MDE). Example: A working lunch might be allowable to ensure full participation by attendees and if training continues during the lunch. Funds may not be used for entertainment, alcohol purchases or gifts. Refer to the applicable federal uniform guidance for cost principle information.

A meeting or conference hosted by a grantee and charged to the grant must not be promoted as a U.S. Department of Education conference.

#### ***B. Records***

The grantee shall maintain books, records, documents and other evidence pertaining to the costs and expenses of implementing this application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature. The grantee shall use generally accepted accounting principles. The grantee shall preserve all financial and cost reports, books of account and supporting documents and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the grantee and relate to this award, for a period of no less than six years and the respective federal requirements where applicable.

All pertinent records and books of accounts related to this award and subsequent awards shall be preserved by the grantee for a period of six years subject to the following criteria:

1. The six-year retention period shall commence from the date of submission of the final expenditure report.
2. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

3. The grantee agrees to cooperate in any examination and audit under the provisions of this paragraph.

### **C. Examination**

The state or its representative or the federal administering department (when applicable) shall have the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs and the method of implementing the award. The grantee shall make available at its office and at all reasonable times before and during the period of record retention, proper facilities for such examination and audit.

### **D. State and Federal Audits**

Under [Minnesota Statutes, section 16B.98, Subdivision 8](#), the grantee's books, records, document, and accounting procedures and practices relevant to this grant are subject to examination by the state and/or the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state retention requirements, whichever is later. If federal funding, all grantees are subject to retention requirements related to audits.

If the grantee (in federal Office of Management and Budget (OMB) Circular language known as "subrecipient") receives federal assistance from the state of Minnesota, it will comply with the applicable single audit requirements. The grantee will provide copies of the single audit reporting package upon request.

## **5. Liability**

Grantee agrees to indemnify and save and hold the state, its agents and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the state arising from the performance of the award by grantees, agents or employees. This clause shall not be construed to bar any legal remedies grantee may have for the state's failure to fulfill its obligations pursuant to the award and subsequent awards.

## **6. Ownership of Materials and Intellectual Property Rights**

### **A. Intellectual Property Rights**

The state shall own all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the works and documents created and paid for under the award. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this award. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the grantee, its employees, agents or subcontractors in the performance of this award. The documents will be the exclusive property of the state and all such documents must be immediately returned to the state by the grantee upon completion or cancellation of the award. To the



extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works for hire.” The grantee assigns all right, title and interest it may have in the works and the documents to the state. The grantee, at the request of the state, shall execute all papers and perform all other acts necessary to transfer or record the state’s ownership interest in the works and documents.

### ***B. Notification***

Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the grantee, including its employees and subcontractors, in the performance of the award, the grantee will immediately give the state’s authorized representative written notice thereof, and must promptly furnish the authorized representative with complete information and/or disclosure thereon.

### ***C. Representation***

The grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the state, and that neither the grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property of other persons or entities.

Notwithstanding Liability clause 5, the grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the state, at the grantee’s expense, from any action or claim brought against the state to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others.

The grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the grantee’s or the state’s opinion is likely to arise, the grantee, must at the state’s discretion, either procure for the state the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the state will be in addition and not exclusive of other remedies provided by law.

## **7. Publicity**

Any publicity given to the program on, publications or services provided resulting from the award, including, but not limited to, notices, informational pamphlets, press releases, research, website pages, reports, signs and similar public notices prepared for the grantee or its employees individually or jointly with others or any subrecipients, shall publicly identify the state as the sponsoring agency and identify the source of funding. The publicity described may only be released with the prior approval of the state’s authorized representative.

The applicant/awardee must **not** claim that the state **or** the federal Department of Education **endorses** its products or services. See a sample statement below:

Example: The contents of this publication, film, or conference do not necessarily represent the policy of the federal Department of Education or the state Department of Education and you should not assume endorsement by the federal or state government.

See the sample publicity statement below for citing the funding source below:

Example: This training is partially funded with a grant from the Minnesota Department of Education using federal funding, CFDA 84.027A, Special Education - Grants to States.

## **8. Government Data Practices and Disclosure of Breach in Security**

The grantee and the state must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the state under the award, and as it applies to all data created collected, received, stored, used, maintained or disseminated by the grantee under the award. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this paragraph by either the grantee or the state.

If the grantee receives a request to release the data referred to in this paragraph, the grantee must immediately notify the state. The state will give the grantee instructions concerning the release of the data to the requesting party before the data is released.

[Minnesota Statutes, section 13.055](#), applies to all government entities in Minnesota, not just state agencies. This applies to all school districts and charter schools. Government entities must notify individual data subjects when nonpublic data about them has been the subject of a breach of security of the data.

## **9. Data Disclosure**

Under [Minnesota Statutes, section 270C.65](#), and other applicable laws, the grantee consents to disclosure of its SWIFT Supplier ID Number (formally known as SWIFT Vendor ID), Social Security number, DUNS number, federal employer tax identification number and/or Minnesota tax identification number, already provided to the state, to federal and state tax agencies and state personnel involved in the payment of state obligations. These numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **10. Worker's Compensation**

Grantee certifies that it is in compliance with [Minnesota Statutes, section 176.181, subdivision 2](#), pertaining to workers' compensation insurance coverage. The grantee's employees and agents will not be considered state employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the state's obligation or responsibility. (Exemption/Waiver as allowed under law.)

## 11. Antitrust

Grantee hereby assigns to the state of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the award resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the state of Minnesota.

## 12. Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law and provisions, governs the award. Venue for all legal proceedings arising out of the award, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 13. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 Code of Federal Regulations (CFR), Part 200, the grantee when signing the application, certifies that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of organization, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal award, and the extension, continuation, renewal, amendment or modification of any federal grant.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, the applicant/grantee shall complete and submit a Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The grantee shall require that the language herein shall be included in any award documents for all subawards at all tiers (including subgrants, contracts under award, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 14. Debarment, Suspension, and Other Responsibility Matters

As required by [Executive Order 12549](#), Debarment and Suspension, and implemented at 2 CFR 180.200 or amendments thereto, for prospective participants in primary covered transactions.

The grantee certifies that it and its principals:

4. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
5. Have not within a three-year period preceding this application or award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

6. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and,
7. Have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

## **15. Drug-Free Workplace (Awardees Other Than Individuals)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR, Part 200, the grantee certifies that it will continue to provide a drug-free workplace by:

8. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
9. Establishing an on-going drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
10. Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);
11. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will:
  - a. Abide by the terms of the statement; and,
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
12. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected award;
13. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
14. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

## 16. Transferability

The grantee shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under the award without the prior written consent of the state. It is understood, however, that grantee remains solely responsible to the state for providing the products and services described.

## 17. Time

The grantee must comply with the time requirements described in the application and award, in the performance of this award and if inform the grantor of any potential long term delays or changes affecting those timelines.

## 18. Nondiscrimination

The grantee will comply with nondiscrimination statutes.

15. Grantees will follow the Civil Rights Act of 1964 and amendments thereto which prohibits discrimination on the basis of race, color, or national origin
16. Section 504 of the Rehabilitation Act of 1973, and amendments which prohibits discrimination on the basis of disability
17. Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex in education programs
18. Age Discrimination in Employment Act of 1975 and amendments.
19. In addition, per federal CFR 200.415, Agreement of Applicant, which states that prior to the Commissioner's issuance of any commitment or other loan approval, shall agree, by signing the application, (in a form prescribed by the Commissioner), that there shall be no discrimination against anyone who is employed in carrying out work receiving assistance pursuant to this chapter, or against an applicant for such employment, because of race, color, religion, sex, handicap, age or national origin.
20. [Minnesota Statutes Chapter 363A. Human Rights](#)

## 19. Pre-Award Work and Pre-Award Costs

The grantee understands that no work should begin and no pre-award costs would be covered under this award until all required signatures have been obtained; an Official Grant Award Notification (OGAN) has been issued or other award documentation has been received and the grantee is notified to begin work by the state's program authorized representative or their designee. If an exception to this is determined necessary by MDE, the grantee would be informed in writing or email by the state's program authorized representative or designee.

## 20. Grantee's Grant Program Representative

The applicant's Program Contact Representative will be named on the OGAN or other award information. If the Program Contact Representative or official with authority to sign changes at any time during the grant award period, the applicant/grantee must immediately notify the state.

## **21. Delinquent State or Federal Debt**

As an applicant, you are not delinquent on the repayment of any federal debt. If delinquent in state debt, payments shall not be made by the state agency to the vendor until the commissioner notifies the agency the vendor is no longer a delinquent taxpayer or as otherwise indicated under [Minnesota Statutes, section 270C.65, subdivision 3.](#)

## **22. Cancellation With or Without Cause**

An award contract may be cancelled by the state at any time, with or without cause, upon thirty (30) days' written notice to the grantee. Upon termination, the grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed and for approvable expenditures.

## **23. Cancellation Due to Discontinued or Insufficient Funding**

It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an aggregate level sufficient to allow for the grantee's program to continue operating, the grant shall immediately be terminated upon written notice by the state to the grantee. The state is not obligated to pay for any services that are provided after notice and effective date of termination. However, the grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.

## **24. Cancellation Due to Failure to Comply**

The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/granted have not been or will not be fulfilled. The state may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

## **25. Conflict of Interest**

In accordance with the [Minnesota Office of Grants Management Policy 08-01](#), the grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflicts of interest, or personal gain.

## **26. Voter Registration Services**

The commissioner or chief administrator officer of each state agency or community-based public agency or nonprofit corporation that contracts with the state agency to carry out obligations of the state agency shall

provide voter registration services for employees and the public. Refer to [Minnesota Statutes, section 201.162](#), Duties of State Agencies for the complete statute.

## 27. Minimizing State Funded Administrative Costs

Under [Minnesota Statutes, section 16B.98](#), Grants Management Process, a grant from an appropriation of state funds, the recipient of the grant must agree to minimize administrative costs.

## 28. Supplanting

Grant funds shall not be used to supplant salaries and wages normally budgeted for an employee of the applicant/agency. Total time for each staff position paid through various funding streams financed in part or whole with grant funds shall not exceed one Full Time Equivalent (FTE) except in certain situations. The grantee may allow staff to work on extended day assignments such as after school programs, special education services or other projects, if necessary, or allowable under funding. The grantee must be prepared to disclose all required supporting documentation for salaries paid for their employees.

## 29. Uniform Municipal Contracting Law – Counties, Schools, Cities – Supplies/Construction

[Per Minnesota Statutes, section 471.345](#), grantees that are municipalities as defined in Subdivision 1 must follow service contracting and bidding requirements as stated including prevailing wage rules for construction work of \$25,000 or more. Support documentation for the procurement processes must be retained.

Support document for the procurement processes must be retained regardless of the source of funding.

## 30. Contracting – Nongovernmental Entities

Pursuant to Minnesota Statute 471.345, any grant-funded services and/or materials that are expected to cost:

- \$175,000 or more must undergo a formal notice and bidding process.
- Between \$25,000 and \$174,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- Between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

For grant-funded projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minnesota Statutes, section 177.41 through section 177.44](#). The bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)

- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

The grantee must maintain:

- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are on the [Suspended/Debarred Vendor Report](#).

### ***Domestic preferences for procurements***

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

## **31. Amendments**

Any amendment to an award must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant award or assurances, or their successors in office.

## **32. Other Provisions**

- When a grant includes the production of a report or other publication and this publication may be posted on the Minnesota Department of Education's website, that document must adhere to all department communication's policies, available upon request from the Communication Division.
- The grantee shall cooperate with the state when enforcing applicable Minnesota Office of Grants Management policies and statutes.
- Grantees funded with federal funding must follow CFR 200.308, Revision of Budget and Program or as approved in the OGAN or other award documentation.
- Grantees and subcontractors receiving grants exceeding \$100,000 must comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations (40 CFR, part 15).
- The grantee must promptly return to the state any unexpended funds that have not been accounted for in a financial report to the state due at grant closeout.
- The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).
- Grantees will submit reports and comply with the terms as outlined in the OGAN, other award document and relevant legislation.
- Grantees will submit reports and comply with the terms as outlined in the Official Grant Award Notification.



## 32. Other Provision (Federal Only)

- a. The grantee assures that if the award involves federal funding the reimbursement of expenditures is in compliance with all program provisions, relevant provisions of the Cash Management Improvement Act (CMIA) of 1990 (Public Law 101-453) as amended by the CMIA of 1992 (Public Law 102-589), codified at 31 U.S.C. 6501 and 31 U.S.C. 6503; all current Office of Management and Budget circulars and cost principles principles, with the current Federal Education Department General Uniform Administrative Regulations, Part 200 or other applicable code of federal regulations applicable to this federal reimbursement request.
- b. Grantee if a political subdivision of the state and funded with federal dollars, will consider the federal Resource Conservation and Recovery Act of 1976 in all procurement transactions. The objectives of the Resource Conservation and Recovery Act (RCRA) are to protect human health and the environment from the potential hazards of waste disposal, to conserve energy and natural resources, to reduce the amount of waste generated, and to ensure that wastes are managed in an environmentally sound manner.
- c. Federal grant recipients, subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", October 1, 2009.
- d. Grantees funded with federal funding must follow CFR 200.308, Revision of Budget and Program or as approved in the Official Grant Award Notification (OGAN) or other award documentation.
- e. Non-federal entities with federal grants must implement internal control processes as referenced in CFR 200.61 and 200.62.
- f. Non-federal entities with federal grants will take reasonable measures to safeguard protected personally identifiable information as well as any information that the federal awarding agency or pass-through designates as sensitive. Refer to federal regulation 200.303, Protected Personally Identifiable Information means as individual's first name or first initial and last name in combination with any one or more types of information such as social security number, credit card numbers, place of birth.
- g. The non-federal entity using federal funding when contracting must take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Refer to 2, CFR 200.321 for more information.
- h. Grantee and their subrecipients of federal grant funds will adopt the requirements in the Code of Federal Regulations at 2, CFR 175.15 (b) pertaining to Trafficking in Persons. These requirements are incorporated into this grant award. A grant may be terminated for any violation of these provisions by the grantee, its employees or its subrecipients.
- i. The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 200.338 Remedies for noncompliance, including suspension and debarment.
- j. If the initiative is federally funded with an award from the federal Office of Education, grantees must follow all other applicable uniform guidance under 2 CFR, Part 200 as applicable.
- k. The grantee must promptly return to the state any unexpended funds that have not been accounted for in a financial report to the state due at grant closeout.
- l. The grantee shall comply with any and all provisions of the Family Educational Rights to Privacy Act of 1974 (FERPA).
- m. Grantees will provide information to MDE, upon request and in a timely fashion to accommodate MDE's reporting under the Federal Funding Accountability and Transparency Act. Prior to an award, propose

grantees must provide, upon request any documentation necessary for MDE to conduct their risk assessment.

## Application Narrative Section

Applicant Name: Northfield Public Schools Instructional Service Department

Develop your narrative below for each required component. Include a separate header for each section of required content. Refer back to the instructions section, any resources and the purpose of funding. Your complete application should consist of the following:

- Completed and signed application coversheet with Assurances
- Application narrative document that address all of the following:
  - Statement of Need – 30 points
  - Diversity and Equity – 20 points
  - Capacity of the Applicant Agency – 20 points
  - Project Goals, Activities, Strategies, Outcomes, and Estimated Timelines – 15 points
  - Evaluation Plan – 10 points
- Excel Budget with budget narrative – separate supplemental budget form – 5 Points

## Application Narrative Components and Budget

In the application section, develop your narrative responses to the following components. Total points possible is 100.

Note: You may add additional components or remove those that do not apply. You can decide the value of each section. Generally 100 points is possible.

### Statement of Need

***Describe the need for school district and school support to implement the MnMTSS framework.***

***Include information on the following:***

- Current and past efforts to implement a multi-tiered system of support (MTSS) in the school district, schools or charter school.
- Successes experienced in MTSS implementation? To what were these successes attributed? How were these successes sustained?
- Challenges experienced in MTSS implementation? To what are the challenges attributed? How were they addressed?
- Results of any MTSS related fidelity measures (e.g., Reading or Math TFI, PBIS fidelity, and/or the NIRN District Capacity Assessment) previously undertaken.

- The outcomes for students you hope to achieve through this grant opportunity?
- For schools identified for Targeted or Comprehensive Support (CSI or TSI), how this funding opportunity will support implementation of the strategies identified in school improvement plans.
- Current data on the social emotional, behavioral or academic outcomes you are aiming to change. In order to ensure that progress can be tracked from year to year, please ensure the data is obtained from sources the district is committed to maintaining.

Narrative Answer:

**Current and past efforts to implement a multi-tiered system of support (MTSS) in the school district, schools or charter school.**

District-level discussion about, training in, and resource allocation for MTSS (RtI) began in 2012. At that time, district leadership identified a mission and vision for success for every student, community partnerships were developed, and resources were directed toward staff training in and support of intervention implementation (standard protocol and individual) and data collection and analysis. Schools at the elementary and secondary levels participated in MDE's PBIS cohort training and our PLC efforts were framed around answering the four DuFours questions. Beginning with the 2016-2017 school year, the Northfield School District participated in the Implementing Multi-Tiered Systems of Support (MTSS) with Fidelity Grant with a focus on elementary literacy. The results of this work led to a district wide commitment to elementary literacy and the adoption of a curriculum grounded in the science of reading. Teacher training and aligned intervention work were an integral part of the district response to our TFI results. Our TSES was revised to reflect a tiered model of responding in 2018 and our district also applied for and received ADSIS funding at that time, which increased our use of screening data, standard protocol interventions, progress monitoring and exit criteria for a targeted group of students.

**Successes experienced in MTSS implementation? To what were these successes attributed? How were these successes sustained?**

Since those first steps, we have experienced and have sustained foundational successes around practices supporting the five components of an effective MTSS as well as in our student reading data (the focus of our first MTSS Fidelity Grant [see our [TFI results](#) below]). First, our district mission and vision support a whole child approach with an emphasis on student connectedness and family engagement. Our TSES and ADSIS programming reflects and integrates with an MTSS-driven problem solving approach, and the district is engaged in a robust continuous improvement process. Second, at the district and building level, we model data informed decision making including using disaggregated data to ensure an equitable allocation of resources. We continue to use our PLC process to examine quantitative and qualitative data that allow teachers to understand students' current mastery of core classroom and content standards, as well as to provide professional learning opportunities to staff about when, why and how to respond to accelerate student growth. Again, data from our SY16-17 MTSS Fidelity Grant indicates that with the increased effort on consistent MTSS practices, we saw an 11% 2 year increase in our third grade reading scores after 5 years of decline. Third, through our curriculum review cycle, we have adopted evidence-based curricula including Collaborative Classroom, Second Step and Everyday Math, and use the Lexia and Reading Plus supplemental platforms to strengthen our Core and Tier 1 instruction, and PRESS and SIPPs for classroom-level intervention. School schedules and literacy plans protect time in the school day for intervention and flexible grouping per student need. We utilize evidence proven practices in our Tier II standard protocol reading interventions. Fourth we have developed, nurtured and continued to leverage community partnerships through our collaboration with Rice County Healthy Community

Initiative, Northfield Promise (our Strive Together network collective impact community initiative), MN Alliance with Youth/AmeriCorps, Reading and Math Corps, and Fernbrook and Omada behavioral health services with co-located services. Fifth, we are utilizing STAR reading and math screening and CBM data, and SAEBRS, the Student Engagement Instrument and Second Step for social emotional learning. Additionally, we use intervention related progress monitoring and CBMs through STAR. These foundational successes are attributable to aligning practices to our district mission and vision, supportive district leadership and commitments from the superintendent's office, the Instructional Service and Special Services departments, and our community collaborations.

**Challenges experienced in MTSS implementation? To what are the challenges attributed? How were they addressed?**

While we appear to have made strides in cultivating an effective MTSS, we have not been able to fully realize the change in culture and behavior that is required for implementing an MTSS with fidelity. "MTSS" and "interventions" and "data informed practices" continued to be perceived as practices that live with a certain person or team and it is not considered to be an authentic, system-wide approach - from the classroom through Tier III, which continues to be limited by teams to special education evaluation. Our number of initial special education evaluations continue to rise, including a 56% increase from 2018/29-2020/21, and our overall outcome data indicate that we aren't yet reaching a proficiency level of 80% in any grade level or content area for any student demographic group, and our achievement gap persists despite our initial MTSS efforts. We have had scattered and truncated successes, but we have not yet been able to achieve sustained observable results because of a lack of a cohesive, integrated, district-wide effort at MTSS implementation. This is one of the most pressing needs: coordination of a district-level MTSS plan that is developed and monitored for fidelity by a district MTSS leadership team and supported by a fully integrated data platform which provides a comprehensive and holistic picture of each student. We have been further challenged in a cohesive and sustained implementation effort by our current data practices that are limited to district, system and building level data analysis. We want to expand our ability to integrate the more granular student-produced, classroom data that is necessary for core and Tier I decision-making. Further, the district has already succeeded in receiving large amounts of data from various sources (though we want to include data from community partners) and has teams meeting regularly to discuss how to handle the large number of student cases. However, in order to improve the results that the building teams are getting, they seek to develop a way to systematically identify (on a frequent, ongoing, cost-effective basis) whole-child profiles of students that are most in need of a targeted type and level of support. Our system, building, class and student problem analysis will improve with better data integration and analysis. Evidence of underdeveloped and/or poorly utilized data practices are evidenced in persistent district scores indicating less than 80% of our students are achieving in the core. We have data that we are not accessing and if we are, are inconsistent in our proper analysis efforts. We are very excited about the opportunity to leverage the dashboard learning available through 5Lab, but if our analysis does not include classroom-level, short cycle data, our teams will not have enough information to make the high-impact instructional adjustments or early intervention decisions and placements effectively. We see the possibilities and our teams are eager to move ahead with a more data forward approach, but we are limited by our ability to extract, translate, and upload local student data into 5Lab for triangulation and whole-child analysis.

Additionally, our teams' academic problem identification and analysis is deficit-oriented and limited by a lack of knowledge of and skill in intervention resources, and we continue to struggle to correctly identify strengths and problems and to respond to any lagging skills in math and reading. Our challenges with an incomplete and inefficient process are reflected in our outcomes as we are not consistently reaching a proficiency level of 80% in any grade level or content area for any student demographic group. Our Tier I literacy practices have been strengthened by participation in the Implementing Multi-Tiered Systems of Support (MTSS) with Fidelity Grant beginning with the 2016-2017 school year and in collaboration with with one of our community partners,

Northfield Promise, the Move 5 initiative, the adoption of the Collaborative Classroom and Heggerty curricula, and will be much further strengthened by the 45 staff (including administrators) who will be completing the LETRS training. Our math intervention opportunities are limited. We do not currently have evidence proven interventions for math, nor do we have staff capacity and expertise to implement some if we had them.

In the area of social emotional learning, we are increasingly concerned with our high percentage of students who meet criteria for chronic absenteeism. While attendance has been an unwieldy metric during the global health crisis, our data indicate that currently over a third of our students are chronically absent. This has significant implications for an MTSS system as students missing instructional time will show lagging skills and a holistic interpretation of lagging academic skills must take attendance into consideration, and further, the reasons for the chronic absences. We know that students and parents are reporting high rates of anxiety about being at school, and teachers anecdotally report that the students in their class demonstrate a diminished ability to manage stress and demonstrate resilience, some hallmarks of trauma exposure. Our school-based student support team members report high rates of referrals to community mental health services including notably high referrals to inpatient stabilization placements. While we partner with our community organizations including the MN Alliance with Youth and AmeriCorp to contract with Promise Fellows who utilize the Attendance Works intervention strategies and are trained in Check and Connect strategies to improve attendance and engagement, and while we have trained our staff in [Youth Mental Health First Aid](#) and our 10th grade health classes in [Teen Mental Health First Aid](#), we are not affecting substantial improvement in the attendance rates. We have some promising indicators: our EC-8 classes are utilizing the Second Step SEL curriculum, half of our schools have received training in PBIS, and our secondary building SIP connectedness goal data indicates that 89 and 90% of students at NHS and NMS respectively report that “Teachers at my school care about students.” However, our MN Student Survey results indicate a statistically significant ongoing decline in the number of female and LGBTQ students reporting a positive identity and outlook with fewer than 50% of all students reporting sufficient developmental assets or resources to overcome challenges. Overall, our district lacks a cohesive and vertically integrated language and process for responding to student social emotional needs and for creating a universal positive learning environment - the first step, or Tier I, of both SEL and attendance interventions. Our teachers are asking for substantial training in classroom management, and to increase their skills understanding and responding to student emotional and behavioral needs effectively.

In order to improve our processes, we have convened cross-disciplinary summer work teams organized around MTSS, SEL and Literacy. These teams refined current problem solving processes, developed MTSS professional development and have taken team-level leadership roles in the building. This was a strong step, and we are seeing positive results in some processes - our PLCs are identifying needs for classwide interventions, and are organizing and monitoring flex grouping to meet the needs of students. Additionally, NPS has joined the CAREI General Assembly with access to a comprehensive MTSS plan template and on-going PST training. The district’s commitment to continuing to improve their current MTSS process includes participating in the MDE COMPASS learning group and the MDE MnMTSS 15 month cohort, both of which will necessitate more intentional organization of district leadership and coordination. Additionally, our district has partnered with 5Lab (Student Analytics Lab), a data integration and analytics program that allows teams to create data dashboards to review key student data. However, as we are in the initial organizational stages of its use, we are not optimizing this as we need increased expertise and attention to ensure we are integrating all data, especially pulling in the student data that is needed for monitoring more short-cycle goals to respond to student performance before it will show in the group-level, systems data.

**Results of any MTSS related fidelity measures (e.g., Reading or Math TFI, PBIS fidelity, and/or the NIRN District Capacity Assessment) previously undertaken.**

Northfield School District participated in the Implementing Multi-Tiered Systems of Support (MTSS) with Fidelity Grant beginning with the 2016-2017 school year. The results of this work lead to a district wide commitment to elementary literacy and the adoption of a curriculum grounded in the science of reading. Teacher training and aligned intervention work were an integral part of the district response to our TFI results.

We did see an 11% 2 year increase in our third grade reading scores after 5 years of decline with the implementation of this instructional focus. COVID 19 impacted this positive trend and we see this new MTSS funding opportunity as a powerful next step in recommitting to this important work in our district.

We submitted our [final year report](#) for this MTSS Fidelity Grant in June of 2021. The TFI results indicate the significant impact of COVID 19 on Tier 1 instruction and an adjustment to the centralization of instructional coaching at the district level. To reiterate, we see this new MTSS funding opportunity as a powerful next step in recommitting to this important work in our district.

### **The outcomes for students you hope to achieve through this grant opportunity?**

We want to see the outcomes improve for all students; we want to grow (and accelerate growth) for our students who are below reading and math benchmarks, and we want to continue to grow our students who meet and exceed benchmarks in reading and math, and to increase the number of students who meet the college readiness benchmark on the ACT. We intend to reduce the referrals to special education services because this will reflect a new opportunity to better meet the needs of all students in our core instruction. By better coordinating the MTSS systems approach, we intend to strengthen our core so that we move from a current level of 69% of our third grade, 76% of 4th grade and 65% of 5th grade students meeting grade level reading benchmarks in the core to at least 80%. Then we will continue to effectively 'build-out' the continuum of support for students who need supplemental instruction, so that we are addressing their needs in a general education setting. This includes increasing (and refining) our options for targeting needs in lagging math skills and social emotional learning. More details about the outcome metrics are described [below](#).

### **For schools identified for Targeted or Comprehensive Support (CSI or TSI), how this funding opportunity will support implementation of the strategies identified in school improvement plans.**

In February 2018 the Northfield Area Learning Center was identified for comprehensive support and improvement because the four year graduation rate for the all student and white student demographic groups was below 67%. The school improvement plan was developed and submitted in August 2018 with the support and guidance of our Regional Center for Excellence Advocate. The goals and strategies identified in the plan included the following:

**Goal 1:** 100% of the students entering the ALC from NHS will be at or above the credit threshold on the [credit matrix](#) for 4 year graduation.

#### **Goal 1 Strategies:**

- NHS credit recovery process
- Expanded use of Independent Study

**Goal 2:** 60% of ALC students will reach the consistent attendance rate of 90% as measured by the average of all grading periods for each school year included in this plan.

#### **Goal 2 Strategies:**



- Recovery of partial credits
- Mental and chemical support
- SEL curriculum
- Advisory attendance/credit check
- Make students aware of attendance policy and consistency of implementation
- PBIS strategies to create a welcoming atmosphere as measured by SEI survey

The MTSS grant funding would support our goal to identify students via an early warning system with tools to respond to the identified needs. In order to do that we need to have a well-coordinated, integrated and broad MTSS process that begins in the core curriculum. As part of the new early warning system, we would develop a way to systematically identify (on a frequent, ongoing, cost-effective basis) the profile of a student that is in need of a targeted intervention and/or credit recovery support for example. The use of an integrated data system would allow for a comprehensive and regular data review to flag students meeting the at-risk profile before they are in need of credit recovery and/or more significant mental and chemical health report. The Northfield Area Learning Center would then become a targeted response that is part of our overall MTSS process, allowing us to better allocate the limited resources of this educational option.

**Current data on the social emotional, behavioral or academic outcomes you are aiming to change. In order to ensure that progress can be tracked from year to year, please ensure the data is obtained from sources the district is committed to maintaining.**

The current data on the social emotional, behavioral or academic outcomes that we are tracking and intend to improve with a more integrated and better coordinated approach include:

- o **SAEBRS** - Social Academic Emotional Behavioral Risk Scale, completed by K-5 teachers in the fall and winter. This provides a total risk scale, and readiness scores in Academic Social and Emotional behavioral domains.
  - Current levels: Twenty-five percent of our K-5 students were identified as emotionally at-risk in the fall of 2021, according to our universal screener, SAEBRS.
  - Outcomes expected: We will reduce the number of students identified as emotionally at-risk to at or below 20%, to optimize the use of MTSS and intervention resources.
- o **MN Student Survey** - group-level data collected in grades 5-12. Particular scores tracked related to the Equipped for Learning profile developed by Dr. Michael Rodriguez, and the SEARCH institute developmental assets, supports and challenges
  - Current levels: The 2019 Minnesota Student Survey results indicate a statistically significant ongoing decline in the number of female and LGBTQ students reporting a positive identity and outlook.
  - Outcomes expected: The percentage of females and LGBTQ students who report a positive identity and outlook will increase on this triennial measure.
- o **Building School Improvement Plan** outcomes measured by classroom level short cycle academic and social emotional data, collected at regular intervals during the school year.
  - Current levels: The most recent data collected in January 2022 indicate mixed results depending on building and grade level.

- Outcomes expected: Consistent and improving classroom level achievement in both academic and social emotional outcomes.
- **MCA** - summative, strength-of- systems level measures in reading and math. 3-8, 10,11
  - Current levels: While Northfield students perform above the state average, we are not consistently reaching a proficiency level of 80% in any grade level or content area for any student demographic group.
  - Outcomes expected: All grade levels and content areas will consistently achieve a proficiency level of 80%.
- **STAR Benchmark Assessment** - student-level mastery measures in reading and math for grades K-8 (with expansion to grades 9-12 with increased in capacity)
  - Current levels: We are in year one of Star benchmark testing. We are not consistently reaching a proficiency level of 80% in reading or math for any student demographic group.
  - Outcomes expected: At least 80% of our students will reach grade level proficiency on the Star benchmark assessment.
- **ACT** - college-ready benchmark for 11th grade students
  - Current levels: Fifty-one percent of all and 13% of FRP 11th grade students met the college ready composite benchmark for 2021.
  - Outcomes expected: Increase the number of students reaching the college ready benchmark on the ACT, with corresponding success for our challenged demographic groups.
- **Number of long-term EL students** -
  - Current levels: Seventeen percent of our EL identified have been in EL programming 8 or more years.
  - Outcomes expected: 100% of our EL students will reach the EL proficiency level required for exiting service within 7 years.
- **Initial Evaluations for Special Education** -
  - Current levels: Our three year average for initial evaluations for special education is 134 with a rising trend. Initial evaluations in SY 2020/21 were up 56% over SY 2018/19.
  - Outcomes expected: Our initial evaluation rate will not increase.
- **Equitable representation in intervention and advanced coursework**

## Diversity and Equity

*Describe your district's efforts towards diversity, equity, and inclusion. Include the following:*

**What steps have been taken to address the access and opportunity gap? What have the results been?**



Our district continues to confront a chronic and persistent opportunity gap between our non-challenged and challenged demographic groups. We have seen the greatest progress when we align community and school efforts to address the gap. One example is the Move 5 initiative which was put in place to focus teacher efforts on identifying the students to target for growth with support offered by our community partner, Northfield Promise. Together, teachers across buildings participated in data reviews to celebrate and share successes in instructional efforts. We saw increases in both FRP (+9%) and Hispanic (+5%) MCA reading proficiency as a result of these aligned efforts. As evidenced in the list below, Northfield has implemented many different programs and strategies to reduce the access and opportunity gap. We believe that a fully integrated, system-wide approach to student and family support with full access to comprehensive data in one platform is the critical link to seeing greater success in gap reduction. This is our central purpose for our grant application.

Other steps to reduce the opportunity gap within the district include:

- All licensed staff members engage in PLC training focused on equity each month. Trainings are focused on establishing high impact instructional practices to help all students feel welcome, supported and successful in school.
- In collaboration with our community partner, Healthy Community Initiative, the district houses bilingual Family Engagement Navigators at our elementary schools to help reduce barriers that make it difficult for students to attend school regularly.
- Check and Connect Promise Fellows work students at risk for not making academic progress at the secondary level.
- Targeted intervention classes in grades 1-11 to work with students who need focused instruction to meet grade level standards.
- Data sharing agreements in place with area preschools to coordinate efforts in instruction, attendance and vertical alignment with kindergarten.
- Middle and High School TORCH programs: The Northfield TORCH program is a collaboration among members of the school district and community partners to address the issues of the achievement gap. Originally TORCH served Latino students, but because of their success, programs are now available to all traditionally under-served students, including first-generation college students and low-income youth. The program offers tutoring and academic advising, as well as ACT preparation, leadership opportunities and career exploration. They also facilitate college visits and experiences. Among the many programs, TORCH offers a PSEO program that allows students to obtain college credit for free while still in high school.
- The district employs a full-time Cultural Liaison to work with members of the Latino community to support identified needs, build family capacity for understanding and navigating the school system and encourage participation in community and district
- District committees such as the Equity Advocacy and Advisory Committee which continuously promotes equitable, inclusive, and welcoming experiences for everyone who accesses a Northfield Public Schools program. We work to ensure that all members of our district community have a place at the table to address district needs.

Northfield schools are committed to regular and comprehensive reviews of disaggregated data as we work to close the opportunity gap. While the gap persists, we believe that having a fully aligned, systems level approach to the MTSS process will help to reduce the disparate outcomes we see in our district.

**How typically underserved populations will benefit from the work of this grant and how the voices of typically marginalized students, families and educators will be represented in planning, implementation, and evaluation.**

- For LEAs that have received notification of meeting the state threshold for significant disparate rates of special education identification, placement in restrictive settings, and/or discipline, please describe how this funding opportunity will support implementation of the strategies identified in the Comprehensive Early Intervening Services (CEIS) plan.

**Narrative Answer:**

We have learned that all of our district families must be part of the planning, implementation and evaluation of our MTSS process. Our Greenvale Park Community School, TORCH Program and District Youth Council provide the vehicle for welcoming and incorporating the multitude of family and student voices in our district. We are committed to full representation on our MTSS leadership team. This MTSS funding will allow us to invite families into the planning and implementation process by holding dinner meetings at our Greenvale Park Community School. This model has been effective in providing a space and time for typically marginalized students and families to share their lived experiences in our schools and district. Our student data summits provide another way for a cross section of our students to analyze and respond to our disaggregated data.

The MTSS funding will allow us to systematize the involvement of our typically marginalized students and families by supporting the building of consistent and successful methods of meeting our families in a space that is comfortable and welcoming for them. Funding will allow us to broaden our communication from our traditional practices like email, to other avenues like texting. Training our staff to utilize multiple communication tools is critical. We know from experience that we can add tools, but only consistent and ongoing training changes adult behavior for a positive impact on our families.

## **Capacity of the Applicant Agency**

***Describe your school district's capacity for and commitment to administering this grant successfully. Include information on the following:***

- Data systems already in use in the school district, schools or charter school. Include information on student information systems, data warehouse and PBIS or MTSS specific tools and limitation and/or strengths of these tools.
- Licensed staff currently assigned to MTSS coordination. Include a brief description of responsibilities.
- Any external or community partners, such as school linked mental health service providers that may contribute to the implementation of MnMTSS.

**Narrative Answer:**

**Data systems already in use in the school district, schools or charter school. Include information on student information systems, data warehouse and PBIS or MTSS specific tools and limitations and/or strengths of these tools.**

- o Skyward - Our district student information system. It is comprehensive, and captures classroom, student-level mastery information (e.g. unit test scores), results of custom forms (e.g. SAEBRS,

intervention plans), discipline (some) and attendance. However it is not used by teachers for data mining due to its poor user interface for running reports. It also has limited capacity for data integration for accurate triangulation of data.

- o Viewpoint - The district data warehouse used by teachers. Used primarily for systems, building or class-level data. Viewpoint does not capture all data available to teams utilizing a whole-student approach to support and problem solving.
- o SWIS - From the PBIS Apps, the SWIS suite is used by two elementary schools and the middle school to collect incident information for minor behaviors (as determined by schools). This is a valuable resource that is underutilized. It requires manual input of the minor events, and teams don't reference this data regularly. It is limited by not being pulled into Skyward or Viewpoint.
- o 5Lab - District data integration and visualization intended to allow teams to easily measure student performance, assess next grade/college- and career-readiness, close learning gaps, advance equity, and improve student outcomes via a fully integrated system allowing for a whole-child picture. Most data are automatically loaded via our SIS or data relationships with vendors (i.e. Renaissance) however, while 5Lab has the capability to integrate manually uploaded data, we lack the expertise and capacity to extract, translate, and upload non-academic and classroom level student data for 5Lab useability, which would complete our ability to triangulate data for more reliable analysis and whole-child problem solving.
- o Ellevations - EL program management platform for EL student data, progress monitoring, reporting and instructional planning for multilingual students. An effective and comprehensive tool that is not integrated with other data systems.
- o Lexia - interactive computer -based program used K- 5th grade for foundational reading skills practice. While this data is important for understanding student standard mastery, it is not easily triangulated with other data at this time because it exists in a stand-alone system.
- o Reading Plus - An adaptive literacy program addressing vocabulary, fluency and comprehension. This is short cycle data that is an important data point for understanding and improving student outcomes that, at this time, is rarely integrated into the student data profile because it exists in a stand-alone system.

The ability to include all student data in an integrated system is a central need for Northfield and as a result, this need is a large line item in our proposed budget. We know that an experienced data integration specialist is able to develop a structure that automates not only the retrieval of data from multiple systems but also the upload into 5Lab so that teams have access to a comprehensive and strengths-based profile of every student.

**Licensed staff currently assigned to MTSS coordination. Include a brief description of responsibilities.**

Our district MTSS efforts are coordinated through the Instructional Services department, in collaboration with the Special Services department. We have a licensed school psychologist, working as a district instructional and systems coach who is assigned to district MTSS projects and supporting Problem Solving Teams in each building. Current responsibilities include:

- Monitoring and coaching the review of data and data-based decision making by all teams.
- Meeting weekly with building PSTs
- Convening a monthly meeting of district PSTs

**Any external or community partners, such as school linked mental health service providers that may contribute to the implementation of MnMTSS.**

We are fortunate in Northfield to have strong community partnerships and effective collaborative relationships. We partner with the Rice County Healthy Community Initiative for early literacy and reading support, NMS and NHS TORCH programs, and Family Engagement Navigators. Additionally, they facilitate the relationship with MN Alliance with Youth and AmeriCorp and Reading and Math Corps. One example of the benefits of this partnership is the saturation agreement HCI has established with the MN Alliance with Youth to place ten AmeriCorp Promise Fellows in our schools to support activities such as NMS and NHS TORCH, MTSS programming, and GVP Community School, among others, for two years. Further, the Family Engagement Navigators carry caseloads of 20+ families at each of our elementary buildings to foster increased family engagement through relationship building and by removing barriers to attendance. Additionally, our partnership with Northfield Promise has substantially changed our strategic plan as we have adopted the [Northfield Promise ten benchmarks](#) as our part of our [strategic plan](#). We have sought and received financial support from affiliated teams including the Rice County Family Services Collaborative (chemical health, attendance intervention support), the Rice County Mental and Chemical Health Collective (mental health curricula), Northfield Alliance for Substance Abuse prevention (supplemental mental and chemical health intervention curriculum).

We have [school-linked mental health services](#) through Fernbrook Family Centers who have currently co-located therapists in our Area Learning Center, high school, and middle school and we partner with Rice County Children's Mental Health providers who also provide intermittent on-site services to students. Additionally we partner with Omada Behavioral Health to provide chemical and mental health consultation to students and staff at NHS, NMS and ALC. These strong relationships contribute to the granularity of the continuum of services that we can access in our system of multi-layered supports. Aspirationally, these services are accessed through a problem solving team process to ensure equitable access to resources. This process will be improved with clarity in our district-wide MTSS process and procedures. [Please see further alignment details in the table below.](#)

***Proposed integration of other district and school plans, initiatives, grants, and programs***

**In the table below please describe the linkages between other district and school plans, initiatives, and programs and how they will be incorporated into the district's MnMTSS framework.**

Our participation in the COMPASS webinars and the CAREI Problem Solving Team training has been the next step in the Northfield journey to align our efforts with the five fundamental components that are necessary for successful MTSS implementation. By centralizing the MTSS oversight at the district level in Northfield, we have begun to eliminate the inconsistencies we were seeing and families were experiencing under a building centered approach. Our buildings do have some unique identified needs, but we have been able to get additional traction with a system-wide MTSS approach. As we began our system-wide journey this fall, we identified the programs, plans and initiatives already in place and aligned each of them to the MTSS components. This approach allows us to identify remaining areas of need, especially as we look at the potential allocation of the MTSS grant resources.

In the table below, we have identified the alignment to the five components of an effective MTSS framework. This alignment process has highlighted the following areas to strengthen with the resources provided by the MTSS Grant funding and training received in our MTSS 15-month cohort:

- Tier I core instruction as outlined in the district literacy plan. The LETRS training and subsequent changes to instruction will help to ensure that 80% of our students are at grade level so that our MTSS system can operate effectively.
- The alignment of the community support services that exist to support our students. We are fortunate to have a number of district partners, but our MTSS framework and process will be most robust only if there is clear alignment of services provided and integration of their progress monitoring efforts.
- The alignment exercise itself is a revealing activity as it highlights the potential power in strategic alignment for collective impact. Resources indicate we have opportunities, but our student outcomes reveal we are not yet fully leveraging these opportunities.

Northfield Alignment to the 5 Components of the MTSS Framework					
NPS Plan, Initiative or Program	Infrastructure for Continuous Improvement	Family and Community Engagement	Multi-layered Practices and Support	Assessment	Data-Based Decision Making
Plans					
<a href="#">Strategic Plan</a> <a href="#">Read more</a>	Mission/Vision Leadership Core Beliefs	Link Families to Learning		Systems Evaluation	System Performance
TSES: <a href="#">Identification</a> <a href="#">Referral Process</a> <a href="#">Eval Standards</a> <a href="#">Instructional Delivery</a>			Tier I Core Practices Tier II Supplemental Interventions Tier III Intensive Intervention	Systems Evaluation Universal Screening Progress Monitoring Diagnostic Assessment Outcome assessment	Accessible and Integrated data Educational Decision Making System Performance
<a href="#">Achievement and Integration Plan</a>	Mission/Vision Leadership Core Beliefs		Tier II Supplemental Interventions	Systems Evaluation Progress Monitoring Outcome assessment	Accessible and Integrated data Educational Decision Making System Performance
<a href="#">Literacy Plan</a>	Professional Learning Mission/Vision		Tier I Core Practices Tier II Supplemental Interventions	Systems Evaluation Universal Screening Progress Monitoring Diagnostic Assessment Outcomes	Accessible and Integrated data Educational Decision Making System Performance

				(summary) assessment	
<a href="#">World's Best Workforce</a>	Mission/Vision		Tier I Core Practices	Systems Evaluation	System Performance
<a href="#">Curriculum and Instruction Review Cycle</a>	Professional Learning		Tier I Core Practices	Systems Evaluation	Educational Decision Making
<a href="#">Site Improvement Plans</a>	School Climate Mission/Vision		Tier I Core Practices	Systems Evaluation Universal Screening Progress Monitoring Diagnostic Assessment Outcomes (summary) assessment	System Performance
<a href="#">English Learner Plan</a>		Reciprocal Relationships Amplify Family Voice Link Families to Learning	Tier I Core Practices Tier II Supplemental Interventions Tier III Intensive Intervention	Systems Evaluation Universal Screening Progress Monitoring Diagnostic Assessment Outcomes (summary) assessment	Accessible and Integrated data Educational Decision Making System Performance
<b>Initiatives/Programs/Existing Practices</b>					
<a href="#">ADSIS</a>			Tier I Core Practices Tier II Supplemental Interventions	Systems Evaluation Universal Screening Progress Monitoring	Accessible and Integrated data Educational Decision

			Tier III Intensive Intervention	Diagnostic Assessment Outcomes (summary) assessment	Making System Performance
<a href="#">NMS PBIS</a>	School Climate	Reciprocal Relationships	Tier I Core Practices Tier II Supplemental Interventions Tier III Intensive Intervention	Systems Evaluation Universal Screening Progress Monitoring	Accessible and Integrated data Educational Decision Making
<a href="#">Elementary Problem Solving Teams</a> <a href="#">Secondary Problem Solving Teams</a> <a href="#">SEL Process</a>	Collaboratively Linked Teams		Tier I Core Practices Tier II Supplemental Interventions Tier III Intensive Intervention	Universal Screening Progress Monitoring Diagnostic Assessment Outcomes (summary) assessment	Accessible and Integrated data Educational Decision Making
<a href="#">PLCs</a> <a href="#">PLC Schedule</a>	Collaboratively Linked Teams		Tier I Core Practices Tier II Supplemental Interventions	Universal Screening Progress Monitoring Outcomes (summary) assessment	Accessible and Integrated data Educational Decision Making
Annual Continuous Improvement Survey (Studer Consulting)		Amplify Family Voice		Systems Evaluation	System Performance
<a href="#">Elementary schools Family Engagement Navigator</a>		Link Families to Learning Link Families to Learning		Progress Monitoring	Accessible and Integrated data



<a href="#">District Cultural Liaison</a>		Amplify Family Voice			
Family Conferences		Reciprocal Relationships			Accessible and Integrated data
District Monthly Equity Professional Development		Reciprocal Relationships	Tier I Core Practices		Accessible and Integrated data
Targeted Services			Tier I Core Practices Tier II Supplemental Interventions	Universal Screening Progress Monitoring Outcomes (summary) assessment	
<a href="#">AVID</a>	Professional Learning Mission/Vision		Tier I Core Practices Tier II Supplemental Interventions	Universal Screening Progress Monitoring Outcomes (summary) assessment	Educational Decision Making
<b>Partnerships</b>					
<a href="#">Greenvale Park Community School</a>		Mission/Vision Link Families to Learning Link Families to Learning Amplify Family Voice Schools as community space Reciprocal Relationships	Tier I Core Practices Tier II Supplemental Interventions	Progress Monitoring	Accessible and Integrated data

<a href="#">Northfield Promise Collaboration</a>	Mission and Vision Strategic Planning	Reciprocal Relationships		Systems Evaluation	Accessible and Integrated data  System Performance
<a href="#">Tackling Obstacles Reaching College Hopes (TORCH)</a>		Link Families to Learning Schools as community space Amplify Family Voice	Tier I Core Practices Tier II Supplemental Interventions	Progress Monitoring	Accessible and Integrated data
<a href="#">Fernbrook</a>		Schools as community space Amplify Family Voice	Tier II Supplemental Tier III Intensive		
<a href="#">Rice County Family Services Collaborative</a>	Mission and Vision	Link Families to Learning Schools as community space	Tier I Core Practices Tier II Supplemental Interventions		
<a href="#">MN Alliance with Youth/AmeriCorps</a>		Amplify Family Voice Link Families to Learning	Tier II Supplemental Interventions	Progress Monitoring Outcomes (summary) assessment	Educational Decision Making
<a href="#">Reading and Math Corps</a>			Tier II Supplemental Interventions	Progress Monitoring Outcomes (summary) assessment	Educational Decision Making
<a href="#">Omada Behavioral Health Services</a>			Tier II Supplemental Interventions		



## Project Goals, Activities, Strategies, Outcomes, and Estimated Timelines

Within 30 days of receiving a grant award, a school district or charter school leadership team must develop a two-year MnMTSS implementation plan and theory of action with goals, activities, strategies, outcomes, and estimated timelines. This will be facilitated by MDE MnMTSS Coordinator and will be informed by results of the MnMTSS Self-Evaluation of MnMTSS Implementation (SEMI\_DLT). Following that, within the next 30 days, each school supported by the grant will be required to do the same. These will be updated annually.

In the section below, outline the goals with activities and strategies that work to achieve the expected outcomes and that align with the purpose of this grant opportunity for the targeted population(s) expected to benefit from the project.

Goals #1 and goal #2 are required for all applicants and are already completed below.

Subsequent goals should be based on the statement of need. Copy and paste the template as needed. Goals should be aligned to grant expenditures. The data and information obtained from the self-evaluation undertaken after the grant is awarded will be used to finalize decisions regarding subsequent goals. If necessary, the budget originally submitted can be revised.

Make sure goals and activities are specific, measurable, attainable, relevant, and time bound (SMART).

### ***Required goals:***

**Goal 1:** Determine current **school district or charter school** status of MnMTSS implementation and develop a two-year action plan to advance implementation.

**Activity 1:** School district or charter school leadership team will conduct the Self-Evaluation of MnMTSS Implementation (SEMI\_DLT) and develop a two-year implementation plan with theory of action, goals, activities, strategies, measurable outcomes and estimated timelines. This will be updated annually.

**Expected Outcome and Benefiting Party:** School district staff and students.

**Person Responsible for Activity:** School district MTSS contact person.

**Estimated Timeline:** May 1, 2022—June 15, 2022

**Goal 2:** Determine current **school** status of MnMTSS implementation and develop a two-year action plan to advance implementation.

**Activity 2:** School leadership team(s) will conduct the Self-Evaluation of MnMTSS Implementation (SEMI\_BLT) and develop a two-year implementation plan with theory of action, goals, activities, strategies, measurable outcomes and estimated timelines. This will be updated annually.

**Expected Outcome and Benefiting Party:** School staff and students.

**Person Responsible for Activity:** School district primary contact person and building principal(s).

**Estimated Timeline:** May 15, 2022 - June 30, 2022

***Additional, optional goals, based on statement of need and aligned to proposed expenditure. These can be written for this application and, if needed, can be amended after the SEMI\_DLT and SEMI\_BLT has been completed.***

**Goal 3:** Develop a sustainable system and process for pulling classroom level data and student information housed in multiple platforms to include automatic and regular upload to our integrated data analytics platform.

**Activity 3:** MTSS Leadership team will complete a student data inventory to identify the location of all relevant student data and develop a system and process for fully integrating our student information. understand patterns in this student data and develop learner profiles grounded in these analytic patterns.

**Expected Outcome:** A fully integrated student information system that includes academic, social emotional, macro and classroom level, out of school program and community partner participation data.

**Group Targeted to Benefit:** Users of this system include MTSS district and building teams, classroom teachers and support service staff.

**Person Responsible for Activity:** MTSS Leadership team including data integration specialist to be hired.

**Estimated Timeline:** June 1, 2022 - June 30, 2023

**Goal 4:** Develop a system of intervention response based on local and data-informed learner profiles and need.

**Activity 4:** MTSS Leadership team will analyze patterns in student data to develop holistic learner profiles which will guide building and team intervention planning and response.

**Expected Outcome:** A broad system of aligned, consistent and targeted intervention support grounded in a comprehensive and integrated student analytics platform.

**Group Targeted to Benefit:** Every Northfield student, our teachers and broader community will benefit from an integrated approach that efficiently and equitably allocates our limited resources.

**Person Responsible for Activity:** MTSS Leadership team including data integration specialist to be hired.

**Estimated Timeline:** July 1, 2023 - June 30, 2024

### ***MnMTSS Coordinator Responsibilities:***

These tasks can be completed either by an MnMTSS coordinator already hired by the school district and/ or a position funded through this grant. This position supports implementation of MnMTSS in the district and schools. Responsibilities will include:

- Attendance at district and school leadership team meetings.
- Attendance at MnMTSS Network Improvement Community meetings for coordinators.
- Coaching principals and school leadership teams for continuous progress on district and school implementation plans based on the self-assessment (SEMI) tools and other systems data.
- Facilitating the development of school district MnMTSS handbook or guidance materials.
- Collaboration with district and school leaders to ensure all staff are provided professional development and coaching specific to their roles and responsibilities in implementing MnMTSS.
- Collaboration with district leadership and building principals and leadership teams to problem-solve implementation challenges.
- Monitoring and coaching the review of data and data-based decision making by all teams.
- Collaboration with district and school representatives to ensure grant requirements are met.
- Collaboration with district leaders to intentionally plan for sustainability of the work at the end of the grant period (if position is funded by the grant).

Note: Many schools and districts have found a benefit of having coordination duties built into general-funded positions and distributing responsibilities. While the grant may be an initiating step to fund coordination duties, it is strongly recommended by those in the field to reorganize funding and duties to sustain coordination beyond the duration of the grant. The list of duties above should be helpful to teams adding duties to existing staff positions.

### ***MnMTSS Coordinator Recommended FTE***

<b>Student Enrollment</b>	<b>Full Time Equivalent (FTE) MnMTSS Coordinator</b>
< 5000	.5 FTE
5,000 - 12,000	1 FTE
12,000 - 20,000	1.5 FTE
> 20,000	2 FTE

## **Evaluation Plan**

The state is committed to funding services that produce a measurable result, outcome and/or product for the targeted population identified in your application and the people of Minnesota. Evaluations help demonstrate a

project's effectiveness and information for future improvements. Evaluations use quantitative data and qualitative data, and sometimes, interviews.

Please describe your SEA process for evaluating this grant opportunity. This annual evaluation plan should include at least the following:

- Results of the school district and school self-evaluation (DLT\_SEMI and BLT\_SEMI).
- Summary of progress on the school district and school plan goals and implementation plans.

**Narrative Answer:**

The Northfield evaluation plan for the MTSS Grant will include the following metrics:

- Number of special education referrals
- The number of EL students remaining in EL after 7 years of service
- The results of the MN Student Survey and other SEL measurement tools
- Standardized assessment data including MCAs, ACCESS and Star testing
- Changes in the performance of disaggregated student populations
- Parent, staff and student survey feedback from representative demographic groups
- Level of communication with families, especially those from marginalized populations
- Functionality evaluation and user traffic counts for integrated MTSS dashboard

Once the team has completed the DLT\_SEMI and BLT\_SEMI evaluations, specific outcomes and measurable results will be identified and included in our implementation plan.

## Excel Budget with Descriptions

Complete the Excel budget. Specify the grant amount requested. Detail all **necessary and reasonable** expenditures anticipated during the project period that align with the project goals and activities, using the budget codes available.

**Necessary** means it is important to the success of the project. **Reasonable** means you are paying fair market price for the item or services.

The narrative must address the following:

- Provide sufficient narrative description for budget line-item entries.
- Reviewers should be able to determine:
  - How the budget aligns with the project activities and primary purpose of the funding.
  - If the budget planned expenses appear **necessary and reasonable** for the success and purpose of the project.
- Budget estimates for employees appear to correspond with reasonable approximations of the activities to be performed.

**Narrative Answer:**

**Northfield Budgeted Line Items for the MTSS Grant will include the following:**

- . 5 MTSS Coordinator within the Instructional Services Department. This role will include protected time for the responsibilities outlined above and will be paired with the district instructional coaching role.
- Substitute teacher costs to cover training during the school day for licensed staff to oversee math and literacy and behavioral interventions and participate in the MTSS 15-month cohort and MDE COMPASS Cohort Learning Groups
- Training outside of the contract day for educational assistants delivering the math and literacy interventions and teachers participating in summer work teams to align instructional practices with the science of reading and math.
- LETRS Facilitator Training cost and compensation for work completed outside of the contract day for this intensive training program.
- Contracted services for a data integration specialist to automate the non-academic and classroom level student data upload for the comprehensive and holistic 5Lab dashboard.
- Contracted services for social emotional learning intervention training during the school year and the summer.
- Cost of Closegap - a social emotional student check in and tracking tool
- Cost of food to provide meals for family engagement and input sessions, as well as parent participation on the MTSS district leadership team.

## **Submission Reminder**

**Applications must be received by February 9, 2022, at 3:30 p.m. Central Time** to be considered. Late applications will not be accepted.

Include one copy of the signed application coversheet and assurances (in PDF format), along with one copy of the application narrative (in PDF or Word format) and one copy of the completed budget (in Excel format) to [mde.compgrants@state.mn.us](mailto:mde.compgrants@state.mn.us) with the subject line **The Minnesota Multi-tiered System of Supports (MnMTSS), then the name of your organization**. You should title all documents with the name of your organization, then the name of the document. Example: if ABC Company Name were to submit an application, then the names of the submitted documents should be as follows:

- **ABC Company Name Application** Coversheet
- ABC Company Name Application Narrative
- **ABC Company Name Budget**

**We will not accept applications via fax, through the SERVS system, hand delivered or saved as Google docs.**

Costs associated with preparing the application must be borne by the applicant. The burden of proof of timely submission is on the applicant.

Late applications will not be considered.





# 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

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

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  
Beginning of First Quarter

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)

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






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

#### School Cancellation Procedures:

On the second 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		



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School



Holidays



No School



Kickoff Family Conferences



No School, Teacher Preparation or Staff Development Days



Holidays, No School

## 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 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~~ 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.I.~~ "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.

**CD.** 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.~~ 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.

## **~~XXVHX.~~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~~

~~Doninger 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~~ keep confidential the identity 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~~ the district's 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 Orchard Street South ~~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 or a second meal.

- 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 reimbursable 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. Parents can request a transfer of funds by completing the [refund request form](#) found on the Child Nutrition Department website.

### **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)~~

Member \_\_\_\_\_ introduced the following Resolution and moved its adoption:

**RESOLUTION APPROVING PURCHASE AGREEMENT AND AUTHORIZING SALE  
OF PROPERTY**

WHEREAS, the School District has previously approved an option agreement with Rebound Real Estate, LLC (“Rebound”) by which a small parcel of School District Property would be sold to Rebound if Rebound exercised the option to acquire the property; and

WHEREAS, the legal description of said property is as follows:

Outlot B, in Greenvale School Plat, in the City of Northfield, Rice County, Minnesota; except that part of said Outlot B lying within the Plat of Green Meadows, in the City of Northfield, Rice County, Minnesota

(the “Property”); and

WHEREAS, Rebound has exercised the option to purchase the Property and a Purchase Agreement, dated December 22, 2021, was subsequently executed by Rebound and the School District on such terms and conditions.

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

1. The Property is hereby declared to be surplus property, and the Board ratifies the terms of the Purchase Agreement dated December 22, 2021.
2. The Board hereby authorizes the sale of the Property to Rebound.
3. The School Board Chair and Clerk are hereby authorized and directed to execute the requisite deed conveying the Property to Rebound.
4. The Superintendent, or his designee are authorized to execute all other documents necessary for closing of this transaction.

The motion for the adoption of this Resolution was duly seconded by \_\_\_\_\_ and upon a vote being taken thereon, the following voted in favor of the Resolution:

And the following voted against the Resolution:

Whereupon this Resolution was declared duly passed and adopted.

# REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is dated as of December 22, 2021 between Independent School District No 659, a Minnesota municipal corporation ("**Seller**"), and Rebound Real Estate, LLC, or its assigns ("**Buyer**").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following (the "**Property**"): \_\_\_\_\_

Outlot B, in Greenvale School Plat, in the City of Northfield, Rice County, Minnesota, except that part of said Outlot B lying within the Plat of Green Meadows, in the City of Northfield, Rice County, Minnesota

The property address is:      xxx Lincoln Parkway  
Northfield, MN 55057

The Parcel ID No. is: 22.36.1.25.002

The Property is unimproved land.

2. Purchase Price and Manner of Payment. The total purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be Twenty Thousand and no/100 Dollars (\$20,000.00). The entire Purchase Price shall be paid in cash or other certified funds on the Closing Date.

3. Representations by Seller. Seller represents to Buyer as follows:

- (a) Title to Property. Seller has the requisite legal capacity and authority to sell the Property.
- (b) Leases. The Property is not subject to any lease interest.
- (c) Utilities. Seller has received no notice of actual or threatened reduction or curtailment of any utility service now supplied to the Property.
- (d) Assessments. Seller has received no notice of actual or threatened special assessments or reassessments of the Property.
- (e) Rights of Others to Purchase Property. Seller granted Buyer an option to purchase the Property pursuant to an Option Agreement dated February 2, 2021. Except for said Option Agreement, Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to

purchase the Property or any other rights of others that might prevent the consummation of this Agreement.

- (f) FIRPTA. Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
- (g) Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or to the best knowledge of Seller threatened against Seller related to the Property.
- (h) Wells. Seller is not aware of any wells located on the Property.
- (i) Storage Tanks. Seller is not aware of any underground fuel tanks located on the Property.
- (j) Restrictions and Liens. . To the best of Seller's knowledge, there are no present violations of any restrictions relating to the use or improvement of the Property. To the best of Seller's knowledge, the Property is not subject to a lien for medical assistance or other public assistance.

4. "As-Is" Condition of Property. Except as otherwise specifically provided herein, the Property is being sold to the Buyer in "as-is" condition with no representations or warranties as to its condition or fitness for the Buyer's intended purposes.

5. Contingencies. The obligations of Buyer under this Agreement are contingent upon (a) through (d) below.

- (a) Closing on Adjoining Land. The Buyer closing on the purchase of the adjoining two parcels of land (PID Nos. 22.36.1.25.002 and 22.36.1.50.002) from the family of Jon Rieber Paulson and Virginia R. Paulson (the "**Paulson Properties**").
- (b) Representations. The representations of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.
- (c) Title. Title shall have been found acceptable, or been made acceptable, in accordance with the requirements and terms of Section 6 below.
- (d) Performance of Seller's Obligations. Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.

In the event any of these contingencies have not been satisfied by the Closing Date, then this Agreement shall become null and void and terminated. Upon such termination, neither party will have

any further rights or obligations regarding this Agreement. All contingencies set forth in this Section 5 are specifically for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to unilaterally waive any contingency by written notice to the Seller.

6. Title Examination. Title examination will be conducted as follows:

- (a) Following execution of this Agreement by both parties, Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment or any attorney's title opinion at Buyer's selection and cost and provide a copy to Seller. Buyer shall be responsible for the cost of any title insurance premium which it wishes to purchase. Buyer shall object to any matters of title within 40 days of the date of this Agreement. Any objection not made during this period shall be deemed waived.

(b)

In the event Buyer has made title objections, and in the event Seller has not provided marketable title by the Closing Date, Seller shall have an additional 30 days to make title marketable, or in the alternative, Buyer may waive title defects by written notice to Seller. Any title defects which are waived shall be considered "**Permitted Encumbrances**" under this Agreement. In addition to the 30-day extension, Buyer and Seller may, by mutual agreement, further extend the Closing Date. Lacking such extension, either party may declare this Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case, this Agreement is canceled. If either party declares this Agreement canceled, Buyer and Seller shall immediately sign a cancellation of purchase agreement confirming said cancellation.

7. Closing. The closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall be on the same date as the closing of the purchase of the Paulson Properties by the Buyer (the "**Closing Date**"); provided however that either party shall have the authority to terminate this Agreement by written notice to the other party if the Closing has not occurred by March 31, 2022. The Closing shall take place at the law offices of Schmitz, Ophaug, Blumhoefer & Yahnke, LLP, 220 Division St. S., Northfield, MN, or at such other place as may be agreed to. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

- (a) Seller's Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "**Seller's Closing Documents**"):
  - (1) Deed. A warranty deed, in form reasonably satisfactory to Buyer, conveying the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances defined above.

- (2) School Board Resolution. A certified copy of the Resolution of the School Board for the Seller authorizing the sale of the Property to the Buyer and containing the legal description for the Property.
  - (3) Seller's Affidavit. An Affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit and/or indemnity which may be required by the title insurer to issue an owner's policy of title insurance.
  - (4) FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
  - (5) IRS Form. A designation agreement designating the "reporting person" for purposes of completing Internal Revenue Form 1099.
  - (6) Well Certificate. A certificate signed by Seller certifying that there are no wells on the Property.
  - (7) Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer the property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.
- (b) Buyer's Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "**Buyer's Closing Documents**"):
- (1) Purchase Price. The entire Purchase Price by wire transfer of U.S. Federal Funds, or by certified check, to be received in the closing agent's trust account on the Closing Date.
  - (2) Title Documents. Such affidavits of Buyer, certificate of real estate value or other documents as may be reasonably required by the title insurer in order to record the Seller's Closing Documents and issue any title insurance policy.
- (c) Prorations and Closing Costs. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:
- (1) Title Evidence and Closing Fee. Buyer shall pay the costs of the title examination described in Section 6(a) above. Buyer will pay the reasonable and customary closing fee or charge imposed by any closing agent.

- (2) Deed Tax. Seller shall pay all state deed tax regarding the warranty deed to be delivered by Seller under this Agreement.
- (3) Real Estate Taxes and Special Assessments. The Property is currently exempt from real estate taxes and special assessments. Buyer shall be responsible for any real estate taxes and special assessments related to the Property on and after the Closing Date.
- (4) Deferred Taxes. Seller shall pay on or before the Closing Date any deferred taxes related to the Property.
- (5) Recording Costs. Seller will pay the cost of recording all documents necessary to place record title in the condition warranted and required of Seller in this Agreement. Seller will pay the cost of recording the Resolution of the School Board. Buyer will pay the cost of recording the warranty deed.
- (6) Attorney's Fees. Each party shall be responsible for its own attorney's fees related to the negotiation and preparation of this Agreement.
- (7) Preparation of Seller's Closing Documents. Seller shall be responsible for the costs of preparing Seller's Closing Documents.

8. Traffic Safety Measures. The Property is located across Lincoln Parkway from Greenvale Park Elementary School. Buyer agrees to cooperate in good faith with the Seller, at no cost or expense to the Buyer, in the installation of safety measures and safety equipment adjacent to the Property in an effort to ensure the safe travel of students in the area of the Greenvale Park Elementary School.

9. Remedies.

- (a) If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within fifteen (15) days of the date of such notice, this Agreement will terminate, time being of the essence of this Agreement. This provision does not preclude Seller from seeking and recovering from Buyer damages for nonperformance or specific performance of this Agreement; provided however that any action for specific performance must be commenced within six (6) months of the date on which the cause of action arises.
- (b) If Seller defaults under this Agreement, Buyer shall have the right to terminate this Agreement by giving written notice to Seller. If Seller fails to cure such default within fifteen (15) days of the date of such notice, this Agreement will terminate, time being of the essence of this Agreement. This provision does not preclude Buyer from seeking and recovering from Seller damages for nonperformance or specific performance of this Agreement; provided however



that any action for specific performance must be commenced within six (6) months of the date on which the cause of action arises.

10. Condemnation. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give written notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. If Buyer does not elect to terminate, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

11. Assignment.

- (a) Rebound Real Estate, LLC shall be authorized to assign its rights and obligations as Buyer under this Agreement to an entity in which Brett D. Reese is a member, partner, shareholder or owner.
- (b) Seller may not assign its right under this Agreement without the prior written consent of the Buyer, before or after the Closing.

12. Survival. All of the terms of this Agreement will survive and be enforceable after the Closing.

13. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to Seller by delivering it personally to the Superintendent of Independent School District No. 659; or if it is directed to Buyer, by delivering it personally to Brett D. Reese; or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Independent School District No. 659  
ATTN: Valori Mertesdorf, Director of Finance  
201 Orchard Street S  
Northfield, MN 55057

With copy to:

Jay Squires  
Rupp, Anderson, Squires & Waldspurger, P.A.  
333 S 7<sup>th</sup> Street, Ste 2800  
Minneapolis, MN 55402



If to Buyer: Rebound Real Estate, LLC  
ATTN: Brett D. Reese  
527 Professional Drive  
Northfield, MN 55057

With a copy to:

Ryan L. Blumhoefer  
Schmitz, Ophaug, Blumhoefer & Yahnke, LLP  
220 Division St. S.  
Northfield, MN 55057

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party; in any manner above specified, 10 days prior to the effective date of such change.

14. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

15. Entire Agreement; Modification. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in writing executed by the parties.

16. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.

17. Controlling Law. This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.

18. Effective Date. This Agreement shall be deemed effective as of the latest date on which Seller or Buyer executed this Purchase Agreement.

19. Damages to Property. Until completion of the Closing, and delivery of possession, all risk of loss is on the Seller. If the Property is damaged prior to Closing, Seller shall give notice to Buyer within three (3) business days after such damage has occurred. The notice shall include Seller's proposal for repairing the damage. From the date that Buyer receives Seller's notice, Buyer shall have three (3) business days to inspect the Property, and an additional two (2) business days to determine if

the damages and Seller's proposal for repairs are acceptable to Buyer. If Buyer does not accept Seller's proposal for repairs within the two (2) day period, then this Agreement is cancelled.

20. Representation. Ryan L. Blumhoefer, Attorney at Law, represents only the Buyer in this transaction.

21. Counterpart Signatures. This Agreement may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one instrument.

22. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is, for any reason and to any extent, held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.

23. No Brokers. The parties represent and warrant to each other that no brokers or realtors were used in this transaction and that there shall be no commission owed to any brokers or realtors for which the other party could become obligated to pay.

Seller and Buyer have executed this Agreement as of the date first written above.

SELLER:

Independent School District No. 659

By: Mathew J Hillman  
Mathew Hillman, its Superintendent

By: Valori Mertesdorf  
Valori Mertesdorf, its Director of Finance

BUYER:

Rebound Real Estate, LLC

By: Brett D. Reese  
Brett D. Reese, its President

						2021/22						
School and Grade Level	September 9th	September 17th	September 24th	October 1st	November 1st	December 1st	January 3rd	February 1st	March 1st	April 1st	May 2nd	End of Year 6/9/22
<b>NCEC</b>												
Early Childhood	117	108	110	108	115	120	116	127				
<b>Total</b>	<b>117</b>	<b>108</b>	<b>110</b>	<b>108</b>	<b>115</b>	<b>120</b>	<b>116</b>	<b>127</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Portage</b>												
Grade K-2034	2	2	2	2	1	1	2	2				
Grade 1-2033	3	3	3	3	3	3	3	3				
Grade 2-2032	5	5	5	5	3	3	4	5				
Grade 3-2031	9	9	9	8	8	8	8	9				
Grade 4-2030	4	4	3	3	2	2	2	2				
Grade 5-2029	9	9	9	9	7	7	8	7				
Grade 6-2028	6	7	5	5	5	4	4	4				
Grade 7-2726	11	10	11	11	12	13	13	16				
Grade 8-2026	6	7	8	8	8	8	8	11				
Grade 9-2025	3	4	3	4	4	8	8	8				
Grade 10-2024	10	12	13	13	13	16	15	15				
Grade 11-2023	12	11	11	12	12	14	14	22				
Grade 12-2022	17	21	23	23	22	27	25	28				
<b>Total</b>	<b>97</b>	<b>104</b>	<b>105</b>	<b>106</b>	<b>100</b>	<b>114</b>	<b>114</b>	<b>132</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Greenvale Park</b>												
Grade K-2034	88	88	88	88	88	88	89	86				
Grade 1-2033	76	76	77	78	78	78	78	79				
Grade 2-2032	77	78	78	78	78	78	79	77				
Grade 3-2031	71	71	71	71	72	72	71	71				
Grade 4-2030	84	84	84	84	86	86	86	86				
Grade 5-2029	64	64	64	64	66	66	66	65				
<b>Total</b>	<b>460</b>	<b>461</b>	<b>462</b>	<b>463</b>	<b>468</b>	<b>468</b>	<b>469</b>	<b>464</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Spring Creek</b>												
Grade K-2034	70	70	70	70	72	72	71	71				
Grade 1-2033	62	63	63	63	64	64	64	63				
Grade 2-2032	74	74	73	73	73	73	74	74				
Grade 3-2031	87	86	86	86	86	87	89	89				
Grade 4-2030	76	76	76	76	76	76	77	77				
Grade 5-2029	82	81	81	81	82	82	82	82				
<b>Total</b>	<b>451</b>	<b>450</b>	<b>449</b>	<b>449</b>	<b>453</b>	<b>454</b>	<b>457</b>	<b>456</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Bridgewater</b>												
Grade K-2034	83	83	83	83	84	84	83	83				
Grade 1-2033	89	89	89	89	89	90	88	88				
Grade 2-2032	91	91	91	91	92	91	91	91				
Grade 3-2031	100	100	99	99	98	98	98	98				
Grade 4-2030	93	93	93	93	93	94	93	93				
Grade 5-2029	93	94	94	94	95	95	95	94				
<b>Total</b>	<b>549</b>	<b>550</b>	<b>549</b>	<b>549</b>	<b>551</b>	<b>552</b>	<b>548</b>	<b>547</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Middle School</b>												
Grade 6-2028	304	303	303	304	304	307	308	308				
Grade 7-2027	305	302	299	298	294	295	293	290				
Grade 8-2026	299	294	294	295	297	299	299	299				
<b>Total</b>	<b>908</b>	<b>899</b>	<b>896</b>	<b>897</b>	<b>895</b>	<b>901</b>	<b>900</b>	<b>897</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>High School</b>												
Grade 9-2025	344	344	342	342	343	337	335	334				
Grade 10-2024	343	340	337	333	336	333	331	325				
Grade 11-2023	291	289	291	286	282	278	275	264				
Grade 12-2022	319	317	316	315	314	309	308	306				
<b>Total</b>	<b>1297</b>	<b>1290</b>	<b>1286</b>	<b>1276</b>	<b>1275</b>	<b>1257</b>	<b>1249</b>	<b>1229</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>ALC</b>												
Grade 9-2025	1	1	1	1	1	1	2	3				
Grade 10-2024	5	5	5	5	7	9	6	9				
Grade 11-2023	10	10	11	11	26	29	20	21				
Grade 12-2022	57	55	53	57	86	82	54	53				
<b>Total</b>	<b>73</b>	<b>71</b>	<b>70</b>	<b>74</b>	<b>120</b>	<b>121</b>	<b>82</b>	<b>86</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Grand Total</b>	<b>3952</b>	<b>3933</b>	<b>3927</b>	<b>3922</b>	<b>3977</b>	<b>3987</b>	<b>3935</b>	<b>3938</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Full Time only (excluding EC and Part-time/Independent Study ALC)</b>	<b>3835</b>	<b>3824</b>	<b>3816</b>	<b>3810</b>	<b>3816</b>	<b>3816</b>	<b>3809</b>	<b>3792</b>				

**Greenvale Park**

Grade	Teacher	
K	Flicek	18
K	Hagberg	17
K	Kortbein	17
K	Shroyer	17
K	Ziemann	17
1	Nivala	19
1	Russell	20
1	Schultz	21
1	Zach	19
2	Amundson	20
2	Feldman	18
2	Kelly	20
2	Kohlbeck	19
3	Alvarez, C.	19
3	Dimick	17
3	Timerson	18
3	Youngblut	17
4	Collins	21
4	Garcia	25
4	Hetzel	20
4	McLaughlin	20
5	Harding	19
5	Sickler	23
5	Tacheny	23
<b>TOTAL</b>		<b>464</b>

**Spring Creek**

Grade	Teacher	
K	Berkvam Peter	17
K	Heil, G	18
K	Matson	18
K	Rud	18
1	Born	20
1	Craft	21
1	Rodgers	22
2	Benhart	19
2	Soderlund	18
2	Spitzack	18
2	Swenson	19
3	Guggisberg	15
3	Healy	18
3	Hruby	16
3	Jandro	16
3	Sasse	24
4	Fox	20
4	Hehr	20
4	Kodada	20
4	McManus	17
5	Baragary	18
5	Malecha	21
5	Ostermann	21
5	Stulken	22
<b>TOTAL</b>		<b>456</b>

**Bridgewater**

Grade	Teacher	
K	Cade	19
K	Danielson	21
K	Peterson	21
K	Tran	22
1	Charlton	21
1	Haley	19
1	Hall	23
1	Lanza	25
2	Ellerbusch	18
2	LaVoy	18
2	Lofquist	18
2	Rubin	19
2	Schwaab	18
3	Larson	23
3	Polzin	24
3	Sickler	26
3	Truman	25
4	Robertson	23
4	Ryan	23
4	Schuster	23
4	Swenson	24
5	DeVries	18
5	Duchene	25
5	Holten	26
5	Kohl	25
<b>TOTAL</b>		<b>547</b>

**Middle School****Total**

Grade 6-2028	308
Grade 7-2027	290
Grade 8-2026	299
<b>TOTAL</b>	<b>897</b>

**High School****Total**

Grade 9-2025	334
Grade 10-2024	325
Grade 11-2023	264
Grade 12-2022	306
<b>TOTAL</b>	<b>1229</b>

**ALC****F/T****\*\*P/T****\*\*I/S****Total**

Grade 9-2025	3	0	0	3
Grade 10-2024	9	0	0	9
Grade 11-2023	19	0	2	21
Grade 12-2022	36	0	17	53
<b>TOTAL</b>	<b>67</b>	<b>0</b>	<b>19</b>	<b>86</b>

	<b><u>Regular</u></b>	<b><u>Portage</u></b>	<b><u>Total</u></b>
Early Childhood**	127		127
Kindergarten-2034	240	2	242
Grade 1-2033	230	3	233
Grade 2-2032	242	5	247
Grade 3-2031	258	9	267
Grade 4-2030	256	2	258
Grade 5-2029	241	7	248
<b>Total K-5</b>	<b>1594</b>	<b>28</b>	<b>1622</b>
<b>Total Middle School</b>	<b>897</b>	<b>31</b>	<b>928</b>
<b>Total High School</b>	<b>1229</b>	<b>73</b>	<b>1302</b>
<b><u>GRAND TOTAL</u></b>	<b>3720</b>	<b>132</b>	<b>3852</b>
<b>ALC 9-12</b>		<b>86</b>	
<b><u>GRAND TOTAL w/ALC and Portage</u></b>			<b>3938</b>
<b>**Full Time only (excluding EC and Part-time/Independent Study ALC)</b>			<b>3792</b>

**Early Childhood\*\***

Dorey	11
Gross	14
Kremin	19
Kruse	5
Lattener	14
Matthews	14
O'Connor	7
Roth	9
Schlim	7
Schnorr	10
Waters	14
Webster	3
<b>TOTAL</b>	<b>127</b>

**Portage**

Grade	Teacher	
K	Bulfer	2
1	Bulfer	3
2	Weber	5
3	Weber	9
4	Haar	2
5	Haar	7
6	Holz	4
7	Holz	16
8	Holz	11
9	Holz	8
10	Schultz	15
11	Schultz	22
12	Schultz	28
<b>TOTAL</b>		<b>132</b>