# INDEPENDENT SCHOOL DISTRICT NO. 659 REGULAR SCHOOL BOARD MEETING

Monday, May 8, 2023 ~ 6:00 p.m. ~ Regular Board Meeting Northfield District Office Boardroom

Zoom Link: <a href="https://northfieldschools-org.zoom.us/j/82765938576?pwd=S3hpd29QWTZ6V0orb290YXRxVDNOZz09">https://northfieldschools-org.zoom.us/j/82765938576?pwd=S3hpd29QWTZ6V0orb290YXRxVDNOZz09</a> Passcode: 566933

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**AGENDA** 

- 1. Call to Order
- 2. Agenda Approval/Table File
- 3. Public Comment
- 4. Announcements and Recognitions
- 5. Items for Discussion and Reports
  - a. District Youth Council (DYC) Recap
  - b. iPad Lease Presentation
  - c. Cooperative Sponsorship Actions
  - d. Policy Committee Recommendations
  - e. Policy 810 Energy and Building Management & Accompanying Guidelines
  - f. Proposed 2023-2024 General Fund Budget
  - g. Head Custodian Agreement Modifications
  - h. Superintendent Operations & Strategic Plan Update
- 6. Consent Agenda
  - a. Minutes
  - b. Gift Agreements
  - c. District Youth Council Members 2023-2024
  - d. Authorization to Waive the Ban of Fireworks or Ammunition on School District Property to Permit Fireworks Display on July 4, 2023
  - e. Personnel Items
- 7. Items for Individual Action
  - a. Revised 2022-23 Community Education Budget
  - b. Special Education Staffing
  - c. Modification to Academic Award Parameters
  - d. Resolution Proposing to Place Tenured Licensed Staff on Unrequested Leave of Absence
- 8. Items for Information
  - a. National Honor Society Senior Induction Ceremony
- 9. Future Meetings
  - a. Monday, May 22, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
  - b. Monday, June 12, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- 10. Adjournment

# NORTHFIELD PUBLIC SCHOOLS MEMORANDUM

Monday, May 8, 2023 ~ 6:00 p.m. ~ Regular Board Meeting Northfield District Office Boardroom

 $\textbf{Zoom Link:} \ \underline{\text{https://northfieldschools-org.zoom.us/j/82765938576?pwd=S3hpd29QWTZ6V0orb290YXRxVDNOZz09} \\ \textbf{Zoom Link:} \ \underline{\text{https://northfieldschools-org.zoom.us/j/82765938576} \\ \textbf{Zoom Link:} \ \underline{\text{https://northfieldschools-org.zoom.us/j/82765938576} \\ \textbf{Zoom Link:} \ \underline{\text{https://northfieldschools-org.zoom.us/j/82765938576} \\ \textbf{Zoom Link:} \ \underline{\text{https:/$ 

Passcode: 566933

TO: Members of the Board of Education FROM: Matthew Hillmann, Ed.D., Superintendent

RE: Explanation of agenda items for Monday, May 8, 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
  - a. Certificate Presentation to Members of District Youth Council
- 5. Items for Discussion and Reports
  - a. <u>District Youth Council (DYC) Recap</u>. DYC members Connor Percy and Grace Ryden will provide an end-of-year recap of the 2023-24 school year. This presentation will be available in the table file.
  - b. <u>iPad Lease Presentation</u>. Director of Technology Nate Knutson and Director of Finance Val Mertesdorf will present a recommended iPad lease option and associated costs for the board's consideration. This will be an item for individual action at the May 22 board meeting.
  - c. <u>Cooperative Sponsorship Actions</u>. Activities Director Bubba Sullivan, with the approval from the Minnesota State High School League, is recommending a non-exclusive cooperative sponsorship of Girls Swim & Dive with Arcadia Charter School beginning with the 2023-2024 school year.
    - Mr. Sullivan will also recommend the dissolution of the boys hockey cooperative sponsorship with Randolph High School, beginning with the 2023-24 school year. No action will be taken at this meeting.
  - d. <u>Policy Committee Recommendations</u>. Dr. Hillmann will present the policy committee's recommendations on policies 206, 211, 212 and 214.
  - e. <u>Policy 810 Energy and Building Management & Accompanying Guidelines</u>. Director Mertesdorf will present policy 810 to the board. This policy has been vetted by the policy committee and the board will be asked to approve this policy and the accompanying guidelines at the next board meeting.
  - f. <u>Proposed 2023-2024 General Fund Budget</u>. Director Mertesdorf will present the Proposed 2023-2024 General Fund Budget. No action is required at this meeting.
  - g. <u>Head Custodian Agreement Modifications</u>. Superintendent Hillmann and Director Mertesdorf will present proposed changes to the building responsibility stipends for head custodians.
  - h. <u>Superintendent Operations and Strategic Plan Update</u>. Superintendent Hillmann will provide an update about district operations and examples of work underway to achieve the district's vision, strategic commitments, and benchmarks.

#### 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 April 24, 2023
  - Minutes of the Special Closed School Board meeting held on May 1, 2023

#### b. <u>Gift Agreements</u>

- \$1,000.00 for B.A.S.S. fishing from Cannon River Sportsmen's Club
- \$1,000.00 for the Nancy Pillsbury Scholarship from Pillsbury Family Charitable Fund of the Fidelity Charitable
- \$2,010.58 transportation reimbursement for vocal activities from Northfield Fine Arts Booster
- c. <u>District Youth Council Members (DYC) 2023-2024</u>. The following students are being recommended to serve on DYC during the 2023-2024 school year:

<u>Rising Seniors</u>: Madeline Bussmann\*, McKenna Carlson\*, Samanta Celis-Bermudez\*, Braiden Dietz\*, Charlotte Flory, Mari Hanson^\*, Inga Johnson\*, Connor Percy\*

<u>Rising Juniors</u>: Leena Brown, Aldair Conde Arenas, Ethan Coudron\*, John Dietiker, Lucy Graham, Junior Martinez, Allison Mathews\*, Atticus Mayer, Annika Reister\*

Rising Sophomores: Delphine Hawkins, Elliot Ness

- \* Denotes current DYC Member
- ^\* Mari Hanson was a DYC member her sophomore year, spent her junior year abroad and is returning to DYC for her senior year.
- d. Authorization to Waive the Ban of Fireworks or Ammunition on School District Property to Permit

  Fireworks Display on July 4, 2023. The district has been contacted by the City of Northfield, the sponsor of
  the July 4th fireworks display, for permission to use the green space between Northfield Middle School and
  Bridgewater Elementary School for the fireworks display. The school district traditionally grants permission
  for this activity and has waived the ban of fireworks on school district property in the past.

#### e. <u>Personnel Items</u>

- i. Appointments
  - 1. Karen Anderson, Summer Lifeguard with Community Ed Recreation, beginning 5/8/2023-8/31/2023. Step 6-\$15.25/hr.
  - 2. Thomas Austin, 1.0 FTE Industrial Technology/Agriculture Teacher at the High School, beginning 8/23/2023. BA, Step 9
  - 3. Meg Diviney-Fearing, Long Term Substitute Special Ed EA PCA for 18 hours/week at the NCEC, beginning 5/1/2023-6/9/2023. Step 4-\$17.70/hr. + prorated PCA stipend.
  - 4. Addison Ertz, Summer Instructor or Swim Assistant with Community Ed Recreation, beginning 5/2/2023-8/31/2023. Step 2-\$14.25/hr.
  - 5. Mackie Glassing, Summer Targeted Services Teacher for up to 6 hrs/day Mon.-Thurs. at Bridgewater, beginning 6/14/2023-8/11/2023. \$40.00/hr.
  - 6. Kate Hubers, Summer Instructor Lead with Community Ed Recreation, beginning 5/1/2023-5/31/2023. Step 2-\$15.25/hr.
  - 7. Soren Huebsch, Summer Seasonal Grounds/Custodial Workers for 8 hours/day with the District, beginning 5/15/2023-8/18/2023.Yr. 1-\$16.50/hr.
  - 8. Correction: Andrea James, Long Term Substitute Special Ed EA PCA for 6.75 hours/week at the NCEC, beginning 4/19/2023-5/31/2023. Step 3-\$17.05/hr.
  - 9. Maryam Keita, Summer KidVentures Site Assistant for up to 40 hours/week at Spring Creek, beginning 6/1/2023-8/23/2023. Step 2-\$14.88/hr.
  - 10. Rory Laine, Summer KidVentures Site Assistant for up to 40 hours/week at Spring Creek, beginning 6/1/2023-8/23/2023. Step 1-\$14.50/hr.
  - 11. Michelle Martinez, Summer Targeted Services Teacher for up to 6 hrs/day Mon.-Thurs. at Bridgewater, beginning 6/28/2023-8/11/2023. \$40.00/hr.
  - 12. Connor Nagy, Summer Seasonal Grounds/Custodial Workers for 8 hours/day with the District, beginning 5/22/2023-9/1/2023.Yr. 3-\$18.00/hr.

- 13. Lily Nagy, Summer Instructor or Swim Assistant with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 1-\$14.00/hr.
- 14. Nolan Nagy, Summer Seasonal Grounds/Custodial Workers for 8 hours/day with the District, beginning 5/15/2023-9/1/2023.Yr. 2-\$17.25/hr.
- 15. Thomas O'Keefe, 8 FTE Orchestra Teacher at the High School, beginning 8/23/2023. BA20, Step 4
- 16. Breanna Rodriguez, 1.0 FTE Grade 4 Companeros Teacher at Bridgewater, beginning 8/24/2023. BA, Step 9
- 17. Lauren Sanders, 1.0 FTE Early Childhood Special Ed Teacher at the NCEC, beginning 8/24/2023. MA, Step 10
- 18. Joseph Sickler, Summer Seasonal Grounds/Custodial Workers for 8 hours/day with the District, beginning 6/12/2023-8/18/2023.Yr. 1-\$16.50/hr.

#### ii. <u>Increase/Decrease/Change in Assignment</u>

- 1. Janet Amundson, EA at the Middle School, add Summer Plus/Blast Site Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/14/2023 8/11/2023. Step 4-\$15.91/hr.
- 2. Nives Bakic, EA at the Middle School, add Summer Plus/Blast Site Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/14/2023-6/29/2023. Step 4-\$15.91/hr.
- 3. Paula Baragary, Teacher at Spring Creek, add Eagle Bluff Coordinator with Community Education effective 5/15/2023-9/30/2023. \$1,000 stipend
- 4. Elaine Boda, Speech Language Pathologist B-3 at the NCEC, change to Speech Language Pathologist 3-5 at the NCEC, effective 8/24/2023, .50 FTE
- 5. Amy Boecker, EA/PCA at the NCEC for the 2022-2023 school year, change to EA/PCA ongoing, effective 5/3/2023.
- 6. Emily Borgerding, LTS Grade 1 Teacher at Greenvale Park, change to 1.0 FTE Grade 1 Teacher-ongoing at Greenvale Park, effective 8/24/2023.
- 7. Mairin Born, Teacher at Spring Creek, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.
- 8. Stephen Cade, Spanish Teacher at the High School, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.
- Marisa DeVito-Wengert, Lifeguard with Community Education Recreation, add Instructor Assistant at step 2-\$14.25/hr., and Instructor Lead at Step 2-\$15.25/hr. with Community Ed Recreation, effective 5/31/2023-8/31/2023.
- 10. Lindsey Downs, Teacher at Spring Creek, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.
- 11. Leah Driscoll, Teacher at Bridgewater, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.
- 12. Leah Driscoll, Leah Driscoll Teacher at Bridgewater, add Event Worker at the High School, effective 4/25/2023.
- 13. Jade Fransen, LTS Teacher at the Middle School, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/14/2023 -8/11/2023. \$40/hr.
- 14. Janet Gannon, EA at the Middle School, add Summer Plus/Blast Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/14/2023 -8/11/2023. Step 4-\$15.91/hr.
- 15. Jackie Groth, EA at Bridgewater, add Summer Plus/Blast Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/14/2023 -8/11/2023. Step 4-\$15.91/hr.
- 16. Becki Haar, Elementary Portage Teacher, change to 1.0 FTE Grade 4 Teacher at Spring Creek, effective 8/24/2023.
- 17. Paige Haley, Grade 1 Teacher at Bridgewater, change to Kindergarten Teacher at Bridgewater, effective 8/24/2023.
- 18. Denise Halvorson, Teacher at the High School, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.
- 19. Sam Healy, Grade 3 Teacher at Spring Creek, change to Grade 4 Teacher at Spring Creek effective 8/24/2023.
- 20. Kelly Hebzynski, Middle School Volleyball Coach Grade 7, change to Middle School Volleyball Coach Grade 8, effective 9/1/2023.
- 21. Ann Hehr, Grade 4 Teacher at Spring Creek, change to Grade 4 Teacher at Bridgewater, effective 8/24/2023.
- 22. Anna Hershberger, Media EA for 27.5 hours/week at Greenvale Park, change to Media EA for 27 hours/week at Greenvale Park, effective 9/5/2023.
- 23. Christopher Howard, 1.0 FTE Spanish Teacher at the Middle School, change to .60 FTE Spanish Teacher at the Middle School and .40 FTE Spanish Teacher at the High School, effective 8/24/2023.
- 24. Katherine Hubers, Instructor Lead with Community Education Recreation, add Instructor Assistant at step 2-\$14.25/hr., and Instructor Lead at Step 2-\$15.25/hr. with Community Ed Recreation, effective 5/1/2023-8/31/2023.
- 25. Kristin Hummel, Teacher at Bridgewater, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.

- 26. Julene Johnson, Media EA at the High School, add Summer Plus/Blast Assistant and Summer Plus/Blast Club Leader for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/14/2023 -8/11/2023. Site Assistant-Step 4-\$15.91/hr. and Club Leader \$23.65/hr.
- 27. Kelly Johnson, Science Teacher at Greenvale Park, change to 1.0 FTE Grade 3 Companeros Teacher at Greenvale Park, effective 8/24/2023.
- 28. Anna Kelly, LTS Grade 5 Teacher at Greenvale Park, change to 1.0 FTE Science Teacher at Greenvale Park, effective 8/24/2023.
- 29. Melanie Klein, Teacher at Spring Creek, add Summer Plus/Blast Teacher for up to 2.5 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.
- 30. Greta Kunze, Teacher at Bridgewater, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.
- 31. Lily Landry, Teacher on leave of absence for 2022-23. Lily will teach Grade 1 at Greenvale Park, effective 8/24/2023.
- 32. Averie Line, Spec Ed EA-Morning for 18 hours/week at the NCEC, add Spec Ed EA-Afternoon for 13.5 hours/week at the NCEC, effective 5/8/2023-6/9/2023.
- 33. Jenny Link, Teacher at the Middle School, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/14/2023 -8/11/2023. \$40/hr.
- 34. Darren Lofquist, Teacher at Bridgewater, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. \$40/hr.
- 35. Katie Lovrien, Teacher at the Middle School, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/14/2023 -8/11/2023. \$40/hr.
- 36. Ana Marquez Gatton, EA at the Middle School, add Summer Plus/Blast Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 -8/11/2023. Step 3-\$15.26/hr.
- 37. Diane Nagy, Title I Teacher at Bridgewater, change to 1.0 FTE Title I at Spring Creek, effective 8/24/2023.
- 38. Michael O'Keefe, Assistant Principal at the Middle School, add Eagle Bluff Chaperone Community Education, effective 7/19/2023-7/21/2023. \$500 stipend
- 39. Chris O'Neill, Teacher at Middle School, add Eagle Bluff Coordinator with Community Education, effective 5/15/2023-9/30/2023. \$1,000 stipend
- 40. Ashley Opatrny, Special Education Teacher at Spring Creek, change to Special Education Teacher at the Middle School, effective 8/24/2023.
- 41. Rebeka Patterson, .55 FTE Reading Support Teacher at Bridgewater, change to .55 FTE Title I Teacher at Spring Creek, effective 8/24/2023.
- 42. Betsy Peterson, Teacher at Greenvale Park, add Summer Plus/Blast Teacher for up to 2.5 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 8/11/2023. \$40/hr.
- 43. Andrea Redder, EA at the NCEC, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/14/2023 8/11/2023. \$40/hr.
- 44. Anna Rubin, Elementary Teacher with Portage, change to Grade 5 Companeros Teacher at Bridgewater, effective 8/24/2023-6/9/2023.
- 45. Jodie Rud, Kindergarten Teacher at Spring Creek, change to Grade 4 Teacher at Bridgewater, effective 8/24/2023.
- 46. Jodie Rud, Teacher at Spring Creek, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 8/11/2023. \$40/hr.
- 47. Deborah Russell, Grade 1 Companeros Teacher at Greenvale Park, change to Grade 2 Companeros Teacher at Spring Creek, effective 8/24/2023.
- 48. Ryan Schnaith, ½ Assistant Track Coach at the Middle School, change to Assistant Track Coach at the Middle School, effective 5/1/2023. Add \$1,015.60 to current stipend.
- 49. Angela Schock, Teacher at the Middle School, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at the Middle School, effective 6/26/2023 8/11/2023. \$40/hr.
- 50. Rebekka Schrank, Teacher at Spring Creek, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/14/2023 8/11/2023. \$40/hr.
- 51. Michelle Sickler, Teacher at Greenvale Park, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 8/11/2023. \$40/hr.
- 52. Erik Swenson, Teacher at Bridgewater, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 8/11/2023. \$40/hr.
- 53. Gina Swenson, Grade 1 Teacher at Spring Creek, change to Grade 1 Teacher at Greenvale Park, effective 8/24/2023.
- 54. LauraAnn Talbot Peterson, Teacher at the Middle School, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 8/11/2023. \$40/hr.
- 55. Lori Taylor, .60 FTE ADSIS/MTSS Teacher at the High School, add .40 FTE Spanish Teacher at the High School, effective 8/24/2023-6/6/2024.

- 56. Cindy Thomas, EA at the Middle School, add Summer Plus/Blast Site Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/14/2023 8/11/2023. Step 4-\$15.91/hr.
- 57. Diane Torbenson, Teacher at Greenvale Park, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/14/2023 8/11/2023. \$40/hr.
- 58. ReNae Trebelhorn, Special Education Teacher at the High School, add Special Education Teacher Homebound for the District, effective 4/26/2023 6/9/2023.
- 59. Ellen Trotman, Teacher at the Middle School, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/26/2023 8/11/2023. \$40/hr.
- 60. Ellen Trotman, Middle School Volleyball Coach Grade 8, change to Middle School Volleyball Coach Grade 7, effective 9/1/2023.
- 61. Peyton Truman, Lifeguard with Community Ed Recreation, add Summer Instructor Assistant at step 1-\$14.00/hr., and Summer Instructor Lead at Step 1-\$15.00/hr. with Community Ed Recreation, effective 5/31/2023-8/31/2023.
- 62. Sara Webster, Speech Language Pathologist at the NCEC, change to Speech Language Pathologist B-5, Flex Calendar at the NCEC, effective 7/1/2023.
- 63. Cori Yamry, Middle School Volleyball Coach Grade 7, change to Middle School Volleyball Coach Grade 8, effective 9/1/2023.
- 64. Elizabeth Ziemann, Kindergarten Teacher at Greenvale Park, change to Grade 1 Companeros Teacher at Greenvale Park, effective 8/24/2023.

#### iii. Leave of Absence

- 1. Christian Blanck, 1.0 FTE Art Teacher at the High School, .20 leave of absence for the 2023-24 school year.
- 2. Diana Camargo, Educational Assistant/PCA at the NCEC, leave of absence beginning April 24, 2023 through the end of the 2022-23 school year.
- 3. Kevin Gilbert, Custodian at the High School, FMLA leave of absence beginning 4/18/2023 through approximately May 9, 2023.

#### iv. Retirements/Resignations/Terminations

- 1. Kathy Clark, Administrative Assistant at the High School, resignation effective 7/31/2023.
- 2. Daisy Gomez Olvera, Community School Club Leader at Greenvale Park Elementary, resignation effective 5/2/2023.
- 3. Jessica Holz, Secondary Portage Learning Coach, resignation effective 6/9/2023.
- 4. Tyler Lexvold, Educational Assistant/PCA at Bridgewater Elementary, resignation effective 3/24/2023.
- 5. Natalie Ponciano Bartolo, Educational Assistant/PCA at Bridgewater Elementary, resignation effective 5/15/2023.
- 6. Carlaa Wallig, termination of employment effective 5/3/2023.

#### v. Advancement of Probationary Licensed Staff

Advancement of Licensed Staff to Tenure Status for 2023-2024 - tenure status at 1.0 FTE unless otherwise noted Blanck, Christian; Borgerding, Emily; Coleman, Josten; Hubbard, Brittney; Legros, Marckileine; McCabe, Shari; Moyer, Jamie; Rhoades, Ian (.80 FTE); Townzen, Kaitlyn

#### Advancement of Licensed Staff to Third Year Probationary Status for 2023-2024

AfsharJavan, Nahal; Anderson, Claire; Doliscar, Jules; Gagnon, Noah; Kelly, Anna; LaVoy, Kayla; Lovrien, Catherine; O'Brien, Sean; Stanton, Paul; Turnquist, Ryan; Weber, Jessica

Advancement of Licensed Staff to Second Year Probationary Status for 2023-2024

Betsinger, Sybil (.50 FTE); Carlson, Kathryn; Opatrny, Ashley; Torkelson, Nicole

#### 7. Items for Individual Action

a. Revised 2022-23 Community Education Budget. This budget revision was presented at the April 24, 2023 board meeting by Director Bailey and Director Mertesdorf. The revised 2022-23 budget reflects revenues of \$3,584,293 and expenditures of \$3,445,819.

**Superintendent's Recommendation**: Motion to approve the Revised 2022-2023 Community Education Budget as presented.

b. Special Education Staffing. At the April 24, 2023 board meeting, the board received the request to consider approval to hire an additional 1.8 licensed special education FTE for the 2023-24 school year. Director of Special Services Cheryl Hall and Assistant Director of Special Services Sara Pratt explained that the changes in special education needs across the district are impacting the required FTE to meet required special

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

education services. The board is asked to approve the addition of 1.8 licensed special education FTE at a cost of \$198,000 salary and benefits with approximately 55% of salary reimbursed through special education revenue for a net cost of \$89,100.

**Superintendent's Recommendation**: Motion to approve the the addition of 1.8 licensed special education FTE at a cost of \$198,000 salary and benefits with approximately 55% of salary reimbursed through special education revenue for a net cost of \$89,100.

c. <u>Modification to Academic Award Parameters</u>. The current high school handbook states "... students taking college courses must be enrolled in at least four Northfield High School courses through semester 1 of senior year to qualify for an academic award."

This provision would prevent several high school students from receiving those honors. The board is requested to authorize the high school administration to issue an academic award to all high school students who meet the grade point average and other requirements as outlined in the high school handbook. This language will be updated for the 2023-24 school year.

**Superintendent's Recommendation**: Motion to authorize the high school administration to issue an academic award to all high school students who meet the grade point average and other requirements as outlined in the high school handbook.

d. <u>Resolution Proposing to Place Tenured Licensed Staff on Unrequested Leave of Absence</u>. The board is requested to adopt the Resolution related to the proposed placement of the following tenured teachers on unrequested leave of absence effective at the end of the 2022-23 school year.

<u>Name</u>	<u>Position</u>	<u>FTE</u>
Borup, Melissa	Academic Advocate	.80
Ensrud, Mark	Guidance Counselor	1.0 - 202  days
Rasmussen, Deborah	Guidance Counselor	1.0 - 202  days
Schultz, Katherine	Secondary Learning Coach	1.0

This action is taken with the understanding that the following individuals will be offered a contract for the 2023-24 school year as follows:

<u>Name</u>	<u>Position</u>	<u>FTE</u>
Ensrud, Mark	Guidance Counselor	1.0 - 197  days
Rasmussen, Deborah	Guidance Counselor	1.0 - 197  days

#### 8. Items for Information

a. National Honor Society Senior Induction Ceremony. The board is invited to attend the National Honor Society Senior Induction Ceremony scheduled on Tuesday, May 23 at 8:00 p.m. in the high school auditorium. There will be a brief program, awarding of membership certificates to our qualifying seniors, and a reception in the lower cafeteria.

#### 9. Future Meetings

- a. Monday, May 22, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- b. Monday, June 12, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

#### 10. Adjournment

#### 2023 iPad Lease Refresh | Nate Knutson, Director of Technology Services | May 8, 2023

#### **Executive Summary**

The district's current lease of 6th-generation iPads is concluding this year. This document outlines recommendations to replace those student devices with 4,000 9th-generation iPads using a four-year lease beginning in 2023-24. The board will be asked to approve the lease at the May 22, 2023 meeting.

#### Background — current fleet

#### 6th-Generation iPads

- The current fleet of 4,200 6th-generation iPads was leased in 2019.
- These devices were used by staff and students. 6th generation staff devices were assigned to Grades 1-3 students during the pandemic to ensure a 1:1 student-to-device ratio.
- These devices will be sold to offset the new lease cost. The board will be asked to approve the sale of these devices in the fall of 2023.

#### 7th-Generation iPads

- The current fleet of 450 7th-generation iPads was purchased using COVID-19 relief funds. These devices replaced the 6th-generation staff devices assigned to students.
- These devices will continue to be used by staff and are not replaced as part of this lease. The district will consider updating staff iPads along with the next laptop lease update.
- Because these devices were purchased with federal relief funds, they cannot be sold in the same manner as the 6th-generation iPads.

#### Recommended devices

I am recommending that we lease the 9th-generation iPad for the following reasons:

- Cost. The 9th-generation iPad is \$120 less than the 10th-generation iPad. The additional cost of the 10th-generation iPad does not merit the difference in hardware between the 9th and 10th-generation iPad
- Headphone jack. The 9th-generation iPads still include a 3.5mm headphone jack. This reduces the
  cost of buying new headphones for students needing accommodations.
- Lightning port. The 9th-generation iPads have the same charging connector as the 6th and 7th-generation iPads. This keeps costs down by <u>not</u> purchasing new charging cables for all the iPad charging stations.
- Cases. 9th-generation iPads use the same case as previous generations. We can use some of the 6th-generation cases as spares
- Logitech Crayons. The Logitech Crayon is a stylus comparable to the Apple Pencil but less expensive. These were leased for the first time with the 2019 lease cycle. Middle school and high school students are the most active users of these devices. This lease will update the Logitech Crayons for middle and high school students. The existing fleet will be used with elementary students as classroom sets.

#### Lease detail

Calculating the number of devices needed is one of the more challenging items to forecast because you are looking four years into the future, and you have to account for breakage and projected enrollment.

#### **Considerations**

- Declining enrollment.
  - As enrollment declines, the available devices will increase over the four-year lease.
- Breakage (devices that are damaged beyond repair)
  - About five percent (5%) of devices were damaged beyond repair during the 2019 lease cycle.
  - The amount of devices damaged beyond repair should decrease with elementary students leaving iPads at school.
- Logitech Crayons- only replacing crayons for High School and Middle School students
  - Secondary students' usage of crayons is much greater. An example is note-taking.

#### **Units**

- 4,000 9th-Generation iPads (this will allow one device per student in Grades K-12 and an appropriate amount of replacement devices.)
- 4,000 iPad Cases
- 2,690 Logitech Crayons

#### Cost

This lease is funded through the operating capital budget. The FY2023-24 operating capital budget was approved at the February 27, 2023 board meeting and included the annual iPad lease cost.

#### Annual lease

Year 1 cost: \$413,399.88 Year 2 cost: \$413,399.88 Year 3 cost: \$413,399.88 Year 4 cost: \$413,399.86

Interest: \$37,619.06 (Over the four years at 1.4992%)

The total cost of the lease is \$1,653,359.50

# 2023 iPad Lease Refresh

Nate Knutson, Director of Technology Services | May 8, 2023



# **Strategic Plan**

# **VISION**

We prepare **every** student for lifelong success by developing critical thinkers who are curious and ready to engage in our society.

# Reaching Out, Reaching Up:

## THE 2027 STRATEGIC PLAN



We prepare every student for lifelong success by developing critical thinkers who are curious and ready to engage in our society.

#### BENCHMARKS



















All employees



Mate: The first seven benchmark

are aligned with the language

collective impact consortium

## W Northfield

## STRATEGIC COMMITMENTS



#### People

We prioritize the engagement, satisfaction, and support of every student, staff member, and family.



## Learner

We prepare every student to be academically and socially ready to choose their preferred pathway after high school graduation.



#### Equity

We ensure that every child has a fair opportunity to reach their full potential.



#### Communication

We communicate effectively and transparently with all stakeholders.



#### Stewardship

We responsibly manage our personnel, finances, property, time and environmental impact.



#### Partnerships

We seek community partnerships that accelerate student achievement of district benchmarks.

# Background —Current fleet of iPads

#### 6th-Generation iPad

- 4,200 6th-generation iPads was leased in 2019
- These devices were used by staff and students. 6th-generation staff iPads were assigned to Grades 1-3 students during the pandemic to ensure a 1:1 student-to-device ratio.
- These devices will be sold to offset the new lease cost. The board will be asked to approve the sale of these devices in the fall of 2023

#### 7th-Generation iPads

- The current fleet of 450 7th-generation iPads was purchased using COVID-19 relief funds These devices replaced the 6th-generation staff devices assigned to students.
- These devices will continue to be used by staff and are not replaced as part of this lease
- Because these devices were purchased with federal relief funds, they cannot be sold in the same manner as the 6th-generation iPads.



# Recommended device 9th-Generation iPads

### I am recommending that we lease the 9th-generation iPad for the follow reasons:

- <u>Cost</u>- The 9th-generation iPad is \$120 less than the 10th-generation iPad
- Headphone jack- Still includes a 3.5mm headphone jack.
- <u>Lightning port</u>- The 9th-generation iPads have the same charging connector as the 6th and 7th-generation iPads
- <u>Cases</u>- Uses the same case as previous generations.
- <u>Logitech Crayons</u>- The Logitech Crayon is a stylus comparable to the Apple Pencil but less expensive. This lease will update
  the Logitech Crayons for middle and high school students. The existing fleet will be used with elementary students as
  classroom sets.







## Lease detail

How many devices are needed?

- Considerations
  - Declining enrollment
  - Breakage (devices that are damaged beyond repair)
  - Logitech Crayons (only replacing crayons for high school and middle school students)
- Units
  - 4,000 9th-Generation iPads
  - 4,000 iPad Cases
  - o 2,690 Logitech Crayons
- Lease costs are funded through the operating capital budget. The FY2023-24 operating capital budget was approved at the February 27, 2023 board meeting and included the annual iPad lease cost.



# Lease detail (continued)

#### Annual lease:

Year 1 cost: \$413,399.88 Year 2 cost: \$413,399.88 Year 3 cost: \$413,399.88 Year 4 cost: \$413,399.86 Interest: \$37,619.06 (Over the four years at 1.4992%)

The total cost of the lease is \$1,653,359.50



# Questions?





# Independent School District No. 659 Schedule No. 4 to Master Lease Purchase Agreement dated January 15 2016

## **Closing Index**

#	Document	Required to Ship	Required to Close
1.	Master Lease Purchase AgreementLease Purchase Agreement dated January 15, 2016 in		executed Master
2.	Ex. A - Equipment and Lease Payment Schedule	Yes	Yes
3.	Ex. B - Acceptance Certificate		Yes
4.	Ex. C - Board Resolution or Meeting Minutes	Yes	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-0	3)	Yes
6.	IRS Form 8038-G or 8038-GC		Yes
7.	Ex. E – Lease Payment Instructions		Yes
8.	Ex. F - Insurance Coverage Requirements (information	าal)	n/a
9.	Insurance Certificate evidencing coverage		Yes
10.	Ex. G - Incumbency Certificate	Yes	Yes
11.	Invoice for first lease payment due 7/10/2023 included		7/10/2023

Please call Connie George at (480) 419-3609 with any questions.

## **Original Closing Documents**

- 1. Once documents are signed, please first provide scanned copies of the above items to CGeorge@bankunited.com
- 2. Then mail the originals to

Apple Financial Services Attention: Connie George 8377 East Hartford Drive, Suite 115 Scottsdale, AZ 85255



Lessee: Independent School District No. 659

Attention: Accounts Payable

Invoice Number: First Payment / 103641 Invoice Due Date: 7/10/2023

Amount Due: \$413,339.88

**Equipment Description: Apple Computer Equipment** 

Customer Reference Number: MLA# 1028-4-103641

Payment Amount Number Due

1 \$413,339.88

Remit to:

**Apple Financial Services** 

P.O. Box 028549 Miami, FL 33102-8549

Miami, FL 33102-8549

Keep top portion for your records

Please detach bottom portion and return with your payment.

## **Apple Financial Services**

Remit to: Invoice Number: First Payment / 103641

 Apple Financial Services
 Due Date:
 7/10/2023

 P.O. Box 028549
 Amount Due:
 \$413,339.88

#### **EXHIBIT A**

#### Schedule No. 4 Dated June 20 2023 to Master Lease Purchase Agreement Dated January 15 2016

This Schedule No. 4 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated January 15 2016 ("Master Lease"), and is effective as of June 20 2023. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

# EQUIPMENT INFORMATION Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE							
Pmt # Payment Date Payment Amount Interest Principal Purchase Price After scheduled payment(s)							
	6/20/2023					\$1,653,359.50	
1	7/10/2023	\$413,339.88	\$0.00	\$413,339.88	\$1,264,820.01	\$1,240,019.62	
2	7/10/2024	\$413,339.88	\$0.00	\$413,339.88	\$843,213.33	\$826,679.74	
3	7/10/2025	\$413,339.88	\$0.00	\$413,339.88	\$421,606.66	\$413,339.86	
4	7/10/2026	\$413,339.86	\$0.00	\$413,339.86	-\$0.00	-\$0.00	
Totals:		\$1,653,359.50	\$0.00	\$1,653,359.50	Rate 0.0000%		

Lessee acknowledges that the discounted purchase price for the Lease is \$1,615,740.44 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.4992% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

**IMPORTANT:** Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: June 20 2023

LESSOR: APPLE INC.

LESSEE: INDEPENDENT SCHOOL DISTRICT NO. 659

SIGNATURE: X

NAME / TITLE: X

DATE: X

DATE: X

### **EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 4**

under Master Lease Purchase Agreement dated January 15 2016

#	Product Description	Qty
1	10.2-inch iPad Wi-Fi 64GB- Space Gray (Packaged in a 10- pack), STM Dux Plus Duo case (Black), w/ 3YR AppleCare+ for Schools (no service fees) Part Number BT7H2LL/A	400
	10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack) Part Number: MK2Y3LL/A Quantity: 4,000	
	3-Year AppleCare+ for Schools - iPad (no service fees) Part Number: S7831LL/A Quantity: 4,000	
	STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil - Black Part Number: HNU02ZM/A Quantity: 4,000	
2	AppleCare OS Support - Select (3 Years) Part Number D5845Z/A	1
3	Logitech Crayon (Education) for iPad Part Number HM6V2ZM/A	2,690

#### **EXHIBIT B**

#### **ACCEPTANCE CERTIFICATE**

Re: Schedule No. 4, dated June 20 2023, (the "Schedule") to Master Lease Purchase Agreement, dated as of January 15 2016, between Apple Inc., as Lessor, and Independent School District No. 659, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.

		PRODUCT WARRANTT.
rayee	Description or l	
Lesse	e hereby certifies	and represents to and agrees with Lessor as follows:
(1)		nt described above has been delivered to Lessee or its service provider, which may include a third party d is accepted by Lessee on the date hereof.
(2)	Lessee has ve acknowledges	erified, or caused its service provider to verify, the contents of the Equipment delivered and hereby that it accepts the Equipment described above for the purpose of commencing the Lease.
(3)	Lessee until the with the under escrow accou	cceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of the remaining Equipment has been accepted. The internal escrow account will be provided free of charge estanding that any interest earned shall be retained by Lessor in consideration of managing the internal nt. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
(4)	Lessee is curr	ently maintaining the insurance coverage required by Section 15 of the Master Lease.
(5)		ondition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.
		DADTIAL ACCEPTANCE CERTIFICATE (Only a mortion of Equipment Use Room Accepted)
LECC	-c.	PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)
LESSI		Independent School District No. 659
Signat		X
Printe	d Name/Title:	X
Date:		x
		FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)
LESSI	ΞE:	Independent School District No. 659
Signat	ure:	x
Printe	d Name/Title:	x
Date:		x
		DI FACE DETUDN DAVMENT DECLIECT TO:

#### **EXHIBIT C**

RESOLUTION NO. \_\_\_\_\_ OF Independent School District No. 659
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF A MASTER LEASE PURCHASE AGREEMENT;
AND APPROVING THE EXECUTION AND DELIVERY OF
SCHEDULE NO. 4 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 659 (the "School District"), is authorized by the laws of the state of Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 4 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

<u>Section 2.</u> The School District hereby authorizes and approves the execution and delivery of Schedule No. 4 to the Master Lease in an amount not to exceed \$1,653,359.50 for the purpose of financing the costs of the acquisition and installation of the Project;

<u>Section 3.</u> The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

<u>Section 4.</u> The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

<u>Section 5.</u> The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].				
	Signatory			
Attest:				
District Clerk				

## **EXHIBIT D**

## **BANK QUALIFIED DESIGNATION**

Schedule No. 4 to Master Lease Purchase Agreement Dated January 15 2016

Lessee hereby represents and certifies the following (please check one):

Lessee Hereby Teprese	and certifies the following (please check one).						
Bank Qualified [if Ban	k Qualified, also check the box on Line 39 of IRS Form 8038-G]						
reasonably anticipat	Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the June 20 2023 calendar year will not exceed \$10,000,000.]						
Non-Bank Qualified [if	Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]						
	essee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes ing of Section 265(b)(3) of the Code.						
LESSEE:	Independent School District No. 659						
Signature:	X						
Printed Name/Title:	X						
Date:	x						

## **EXHIBIT E**

## **LEASE PAYMENT INSTRUCTIONS**

Pursuant to the Master Lease Purchase Agreement dated January 15 2016 (the "Master Lease"), Schedule No. 4, between Apple Inc. (the "Lessor") and Independent School District No. 659 (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME	:		
TAX ID#:			
INVOICE MAILI	NG ADDRESS:		
	Mail invoices to the attention of:		
		Phone ()	
		Fax ()	
		Email:	
	Approval of Invoices required by:		
		Phone ()	
		Fax ()	
		Email:	
	Accounts Payable Contact:		
		Phone ()	
		Fax ()	
		Email:	
Processing time	for Invoices:	Approval:	Checks:
Do you have a	Purchase Order Number that you	would like included on the invoice? No_	YesPO#
Do your Purcha	se order numbers change annual	ly? NoYesProcessing time for new po	urchase orders:
LESSEE:	Independent School District	No. 659	
SIGNATURE:	X		
NAME / TITLE:	X		
DATE:	X		

#### **EXHIBIT F**

#### INSURANCE COVERAGE REQUIREMENTS

#### **Independent School District No. 659**

- 1) Property Damage & Loss Coverage
  - a) "All Risk" Physical Damage & Loss Insurance
  - b) Include: Policy Number, Effective Date and Expiration Date
  - c) APPLE INC. and its Assigns named "Loss Payee"
  - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

2) The <u>Certificate Holder</u> should be named as follows:

**APPLE INC. and its assigns** 8377 East Hartford Drive, Suite 115 Scottsdale, AZ 85255

#### **FOR SELF INSURANCE:**

Self-insurance is only permitted <u>with Lessor's prior written consent.</u> If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to <u>APPLE INC. and its Assigns</u>, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

#### **EXHIBIT G**

#### **INCUMBENCY CERTIFICATE**

Schedule No. 4 to Master Lease Purchase Agreement dated January 15 2016

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE:	Independent School District No. 659		
Signature:	X		
Printed Name/Title:	X		
Date:	X		

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

#### Instructions for 8038-G:

Updated for use with October, 2021 form

The below described lines need to be completed by the Lessee:

#### Line 2: Enter the EIN number of the Issuer (Lessee)

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at <a href="www.irs.gov">www.irs.gov</a>. You may receive an EIN by telephone by following the instructions for Form SS-4.

# <u>Lines 10a and 10b</u>: Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

#### Line 39: Bank Qualified Designation

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2023 will not exceed \$10,000,000.]

#### **Lines 41a-41d**

and 42: Hedges

If the issuer (Lessee) has identified a hedge, this section must be completed.

#### <u>Line 43</u>: Written procedures regarding Remediation of Non-Qualified Bonds

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

#### Line 44: Written procedures to monitor Section 148 of the Code

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

#### Lines 45a and 45b: Reimbursement

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

#### Signature and

**Consent:** Please provide an authorized signature, date, and printed (or typed)

name and title of the individual signing on behalf of Lessee.

## Form **8038-G**

Department of the Treasury

Internal Revenue Service

(Rev. October 2021)

## **Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

Ref 103641

OMB No. 1545-0047

Part	Reporting Authori	ty				Check box if	Amend	led Return ▶ 🔲
<b>1</b> Is	suer's name					2 Issuer's emplo	yer ident	ification number (EIN)
Indepe	ndent School District No. 659	)					41-60083	327
<b>3a</b> N	ame of person (other than issuer) v	ith who	m the IRS may communi	cate about this return (see in	nstructions)	3b Telephone num	ber of oth	er person shown on 3a
4 N	umber and street (or P.O. box if ma	ail is not	delivered to street addre	ss)	Room/suite	5 Report number	(For IRS	Use Only)
1400 D	ivision Street South							3
<b>6</b> C	ity, town, or post office, state, and	ZIP cod	le			7 Date of issue		
Northfi	eld, MN 55047					Jı	une 20, 2	2023
<b>8</b> N	ame of issue					9 CUSIP number		
Schedu	ıle No. 4 dated June 20, 2023	to Ma	ster Lease Purchase	Agreement dated Janu	ary 15, 2016			
<b>10</b> a N	ame and title of officer or other em	ployee	of the issuer whom the IR	S may call for more informa	tion	10b Telephone nui employee sho		
Part	I Type of Issue (Ent	er th	e issue price.) Se	e the instructions and	attach sche	edule.		
11	Education						11	\$1,615,740.44
12	Health and hospital						12	
13	Transportation						13	
14	Public safety						14	
15	Environment (including sev	vage l	oonds)				15	
16	Housing						16	
17	Utilities						17	
18	Other. Describe ►						18	
19a	If bonds are TANs or RANs	s, che	ck only box 19a .			🕨 🗌		
b	If bonds are BANs, check	only b	ox 19b			▶ □		
20	If bonds are in the form of	a leas	e or installment sale	e, check box		🕨 🗸		
Part	II Description of Bor	nds. (	Complete for the e	entire issue for whic	h this form	is being filed.		
	(a) Final maturity date		(b) Issue price	(c) Stated redemption price at maturity		( <b>d)</b> Weighted erage maturity		(e) Yield
21	July 10, 2026	\$	1,615,740.44			3.1 years		1.4992 %
Part	V Uses of Proceeds	of B	ond Issue (includ	ing underwriters' o	discount)	N/A		
22	Proceeds used for accrued	d inter	est				22	
23	Issue price of entire issue (	enter	amount from line 21	, column (b))			23	
24	Proceeds used for bond is	suanc	e costs (including u	nderwriters' discount)	24			
25	Proceeds used for credit e	nhanc	ement		. 25			
26	Proceeds allocated to reas	onabl	y required reserve o	r replacement fund	. 26			
27	Proceeds used to refund p	rior ta	x-exempt bonds. C	omplete Part V	. 27			
28	Proceeds used to refund p		•		. 28			
29	Total (add lines 24 through	•					29	
30	Nonrefunding proceeds of		· · · · · · · · · · · · · · · · · · ·				30	
Part				ete this part only for				
31	Enter the remaining weight	ed av	erage maturity of the	e tax-exempt bonds t	o be refund	ed <b>&gt;</b>		years
32	Enter the remaining weight		-			•		years
33	Enter the last date on which		•		I (MM/DD/Y	YYY) ►		
34	Enter the date(s) the refund	ded bo	onds were issued ►	(MM/DD/YYYY)				

Form 8038-G (Rev. 10-2021)

Part '	VI M	liscellaneous								
35	Enter th	he amount of the state volume cap a	llocated to the issue	under section 14	1(b)(5) .		35			
36a		Enter the amount of gross proceeds invested or to be invested in a guaranteed investment con (GIC). See instructions								
L	` '						36a			
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY)									
С		ter the name of the GIC provider ►								
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units									
38a	If this is	this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information								
b	Enter the date of the master pool bond ► (MM/DD/YYYY)									
С	Enter the EIN of the issuer of the master pool bond ▶									
d	Enter the name of the issuer of the master pool bond									
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box							<b>▶</b> □		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box							□		
41a	If the issuer has identified a hedge, check here ▶ □ and enter the following information:								_	
b	Name of hedge provider ►									
C	Type of hedge ►									
d	Term of hodge									
42	If the issuer has superintegrated the hedge, check box							<b>▶</b> □		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated							ed		
according to the requirements under the Code and Regulations (see instructions), check box								<b>▶</b> □		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box									
45a	If some portion of the proceeds was used to reimburse expenditures, check here $ ightharpoonup$ and enter the amount									
<del>-</del> 13a										
b	of reimbursement									
	Litter ti	Under penalties of perjury, I declare that I have	•	l accompanying scher	fules and sta	tements ar	nd to the hes	st of my know	ledge	
Signature and		and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.								
Cons	ent	Signature of issuer's authorized representative Date Type o					print name and title			
		Print/Type preparer's name	Preparer's signature	Date	Date			PTIN		
Paid Preparer			Freparer s signature		Date	I .	eck if f-employed			
		Gina Victor						PO1703		
Use (	Only	1 11 11 11 11 11 11 11 11 11 11 11 11 1				Firm's EIN				
		Firm's address ► 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255					Phone no. <b>480-419-4800</b>			

Form **8038-G** (Rev. 10-2021)

#### **ELECTRONIC SIGNATURE ADDENDUM**

#### MASTER LEASE PURCHASE AGREEMENT DATED AS OF January 15 2016

#### **RECITALS**

WHEREAS, Lessee and Lessor desire accept electronic signatures for the purposes of executing and delivering Leases under the Master Lease;

#### NOW THEREFORE,

- 1. **Definitions.** Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Master Lease. As used in this Addendum, "Master Lease" shall mean the Master Lease Purchase Agreement between Lessee and Lessor, as described above.
- 2. **Electronic Signatures.** "Electronic Signature" means any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed and adopted by a party with the intent to sign such record, including electronic stamps, facsimile or e-mail electronic signatures. Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party. The parties agree that the transmission from one party to the other of a Document containing such parties Electronic Signature shall constitute evidence of its intent to sign such record. "Document" means the Master Lease, a Schedule, Exhibit, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document").

Notwithstanding anything to the contrary in this Master Lease, Lessee and Lessor both intend that Documents containing the Electronic Signature of the Lessee and/or Lessor or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence).

- 3. Effective Date. This Addendum is executed to be effective as of June 20 2023.
- 4. Ratification of Master Lease. All other terms and conditions of the Master Lease not expressly modified hereby remain in full force and effect and are hereby ratified by the parties.

IN WITNESS WHEREOF, Lessee and Lessor have each caused this Addendum to be duly executed and delivered as of June 20 2023.

LESSOR:	LESSEE:
APPLE INC.	INDEPENDENT SCHOOL DISTRICT No. 659
Ву:	By:
Name:	Name:
Title:	Title:



#### **Master Lease Purchase Agreement**

This Master Lease Purchase Agreement dated as of January 15, 2016 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 659 ("Lessee").

- 1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."
- 2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.
- 3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.
- 4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- 5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's

deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.

- 6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.
- 7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.
- 8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW), LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.
- 9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

- 10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.
- 11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; provided, however, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.
- 12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR, SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABLITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABLITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE,
- 13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

- 14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.
- 15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.
- 16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.
- 17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease

Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

- 18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.
- 19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.
- 20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (I) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.
- 21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

- 22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.
- 23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.
- 24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.
- 25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR:

APPLE INC.

TITLE:

Paul Henderson

Group Manager

Commercial Lending

LESSEE:

Independent School District No. 659

1400 Division Street South

Northfield, MN 55047

FED TAX ID#:

41-60082

#### **EXHIBIT C**

RESOLUTION NO. \_\_\_\_\_ OF Independent School District No. 659
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF A MASTER LEASE PURCHASE AGREEMENT;
AND APPROVING THE EXECUTION AND DELIVERY OF
SCHEDULE NO. 4 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 659 (the "School District"), is authorized by the laws of the state of Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 4 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

<u>Section 1.</u> The School District hereby authorizes and approves the execution and delivery of the Master Lease;

<u>Section 2.</u> The School District hereby authorizes and approves the execution and delivery of Schedule No. 4 to the Master Lease in an amount not to exceed \$1,653,359.50 for the purpose of financing the costs of the acquisition and installation of the Project;

<u>Section 3.</u> The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

<u>Section 4.</u> The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

<u>Section 5.</u> The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

**Section 6.** All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].						
	Signatory					
Attest:						
District Clerk						

#### Minnesota State High School League

2100 Freeway Blvd., Brooklyn Center, MN 55430-1735 763-560-2262, Fax: 763.569.0499

### **Application for Cooperative Sponsorship**

Deadline: Not later than 30 days prior to the first day of practice for that sport season.

PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

			AND	a r Lioa rion i	ROOLDORL			
•	, ,	•	•			ation for cooperativ		
On b begir	ehalf of the follow nning with the <b>20</b>	ving schools, we 23 - 20 27	hereby apply school year.	for cooperat	ive sponsor	rship of Girls  Sive Coop Corm if necessary.  City	(boys' or girls') (Ada	ive ipted-Cl or Pl)
List A	LL schools inclu	ided in the coope	erative sponso	rship. Attac	h another fo	orm if necessary.		
		Scho	ol -	Enrollment (9-12)*		City	Administrative Region**	Competitive Section**
	High School #1:	Northfie	eld HS	1245 (110	WEHTLA)	Northfield	IAA	IAA (A) IA
	High School #2:	Accadia	Charter Sch	72/63 MSH	154)	Northfield Northfield	IAA	LAA (whib
	High School #3:	7 1		,				
	High School #4:							
*	Enrollment reported t	to the State of Minnes	sota on October 1	of the previous	s school year.		**Current (Number	and Class)
2. [ 2. [ 1 3. [	☐ No Do any of the abo ☐ Yes An ap ☑ No Describe the cono www.mshsl.org/Abo	opplication must incove schools curre plication for dissolu ditions which have but MSHSL/Membe	ntly have a coution must be sure prompted your strings.	operative agubmitted for thour request to the control of the contr	from the corgreement in the existing ago to co-sponsor Model Resort	nference(s) of which this activity?	e model resolutior pards)	nembers.
						vity during the prev		
					participate in t	this cooperatively-sport		
	High School #1	6	13			9	9	5
	High School #2	0	0		5	0	0	0
	High School #3							
	High School #4							
<b>5.</b> 7	Team Identification  Nor	on: (Indicate how coo		uld be identified	in tournament	programs):		,
6.	Team Colors:	Maroon +	Gold			Team Mascot:	Raiders	
7. H	Host School (sch	ool that will receiv	/e revenue sh	are check): _	North	field H.S.		
	Board of Ed	ucation (or desi	gnee)		Sc	chool		Date
Sig	ned							
Sig	ned Ja 🔻	Stable_		Arcadi	a Charter	School		2023
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			ficial Action o					
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Siar	nature:		· ·		Date:			
Jigi		ASHSI Evecutive	Director					

#### Minnesota State High School League

2100 Freeway Blvd., Brooklyn Center, MN 55430-1735 763-560-2262, Fax: 763.569.0499

#### **Application for DISSOLUTION of Cooperative Sponsorship**

Deadline: Not later than the first day of practice for that sport season.

PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION AND APPLICATION PROCEDURE

The	a governing hoards	of each no	articipating on	haal must is inthu	maka annli	action for discolution of aconomative anomaly his				
						cation for dissolution of cooperative sponsorship.				
0	behalf of the follow	-	s, we nereby			cooperative sponsorship of 23 - 20 29 school year.				
		girls') (Adapt	ted-CI or PI)	beginning	with the 20	Scribbli year.				
List	ALL schools inclu	ded in the			ach anothei					
	High School #1:	۸۱. ـ ـ ۸	15011	School H.S.		Northfield				
	High School #2:	Nort	MARCIA	H.S.		Radioh				
	High School #3:	Nano	dolph	4.2		randorph				
	High School #4:									
1.						proved a resolution to dissolve the co-op?				
	this applica	tion.				ol, stating the reason to dissolve the co-op, MUST be included with				
	□ No DO NOT St each memb		plication until a r	esolution, stating the r	reason to diss	olve the existing co-op, has been approved by the school board of				
2.	Please circle appr	ropriate lett	or							
۷.	r lease circle appi									
	High School #1	Member A	School (B)	С	A.	Reason for the Dissolution Our school is dropping the activity.				
	High School #2	Α	В	С	В.	Our school will sponsor this activity without a cooperative				
	High School #3	Α	В	С		sponsorship.				
	High School #4	Α	В	С	C.	Our school will sponsor this activity as part of a new cooperative sponsorship. Please submit an Application for Cooperative Sponsorship for the new co-p.				
	Signature o	f the perso	on duly auth	orized by the me	ember sch	ool to act on behalf of the member school.				
	High School #1:									
			Designated Scl	hool Representative		Title of the Designated School Representative				
	High School #2:									
		-	Designated Scl	hool Representative	-	Title of the Designated School Representative				
	High School #3:									
			Designated Scl	hool Representative		Title of the Designated School Representative				
	High School #4:									
	_		Designated Scl	hool Representative		Title of the Designated School Representative				
			Offic	ial Action of the M	ISHSL Boar	d of Directors				
			☐ Appro	ved	□N	ot Approved				
Sigr	nature:				Date:					

MSHSL Executive Director

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

#### I. PURPOSE

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

#### II. GENERAL STATEMENT OF POLICY

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

#### III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" is determined by Policy 406.
- C. Personnel data on current and former applicants for employment that is "public" is determined by Policy 406.
- D. "Educational data" means data maintained by the district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the district, or applicant for enrollment, or individual who receives shared time services.
- F. Data about applicants for appointments to a public body, including a board, collected by the district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence,

except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may will use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

G. "District resident stakeholders" are residents, business and property owners, parents/guardians, students and employees of the district. It also includes a student and/or parent/guardian who attends Northfield Public Schools through an open enrollment or non-resident agreement.

#### IV. RIGHTS TO PRIVACY

- A. District employees have a legal right to privacy related to matters which may come before the board, including, but not limited to, the following right to:
  - 1. A private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing).
  - 2. Privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data).
  - 3. Consideration by the board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data).
  - 4. A private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. District students have a legal right to privacy related to matters which may come before the board, including, but not limited to, the following right to:
  - 1. A private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing).
  - 2. Privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA).
  - 3. Privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

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

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

The board reserves the right to suspend an individual's opportunity to participate in the public comment section of the board meeting for up to one calendar year if an individual does not follow the procedures and protocols set forth in the policy.

#### VI. PROCEDURES

#### A. Complaints

1.—All complaints should <u>follow the procedures</u> outlined in <u>Policy 103</u>. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.

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

#### B. Public Comment

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

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

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

Depending upon the number of persons in attendance seeking to be heard, the board reserves the right to impose such other limitations and restrictions as necessary in order to

provide an orderly, efficient, and fair opportunity for those present to be heard.

The board will only allow public comment at its regular meetings unless explicitly noted in another meeting agenda.

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

#### C. <u>No Board Action at Same Meeting</u>

Except as determined by the board to be necessary or in an emergency, the board will not take action at the same meeting on an item raised for the first time by the public.

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

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

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

Adopted: 07.01.2019; Statutory Update: 02.08.2022

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

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

Minn. Stat. § 13.43 (Personnel Data)

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

Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)

Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)

Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)

Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)

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

Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)

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

Minn. Stat. Ch. 363A (Minnesota Human Rights Act) Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

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

MSBA/MASA Model Policy 207 (Public Hearings)

MSBA/MASA Model Policy 406 (Public and Private Personnel Data) MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records) MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)

MSBA School Law Bulletin "I" (School Records - Privacy - Access to Data)

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

#### I. PURPOSE

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

#### II. GENERAL STATEMENT OF POLICY

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

#### III. CIVIL ACTIONS

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

#### C. <u>Data Practices</u>

Educational data and personnel data maintained by the district may be sought as evidence in a civil proceeding. The district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding

educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No board member or employee may release data without eonsultation written authorization and consultation in advance with from the district official who is designated as the responsible authority for the collection, use, and dissemination of data.

#### D. Service of Subpoenas

District officers and employees will normally not be involved in providing service of process for third parties in the school setting.

#### E. <u>Leave to Testify</u>

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

#### IV. CRIMINAL CHARGES OR CONDUCT

#### A. <u>Employees</u>

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

#### B. Students

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

#### C. <u>Criminal Investigations</u>

- 1. The policy of the district is to cooperate with law enforcement officials. The district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.
- 2. If questioning at school is unavoidable, the district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The district will attempt to notify parents/guardians of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes Section 260E.22), or as otherwise determined in consultation with the parent/guardian. law enforcement officers may interview students on campus about issues outside of the school's jurisdiction only when parents/guardians have granted permission. The interview will take place in a closed room away from the view of students and adults. An administrator may be in attendance except as otherwise required by law (Minnesota Statutes Section 260E.22), or as otherwise determined in consultation with the parent/guardian.

#### D. <u>Data Practices</u>

The district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code Section 1232g (FERPA).

#### V. STATEMENTS WHEN LITIGATION IS PENDING

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

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

Adopted: 01.24.2005; Revised: 2006, 07.01.19; Statutory Update: 02.08.2022

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

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

Minn. Stat. §§ 121A.40 - 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)

Minn. Stat. § 260E.22 (Interviews)

Minn. Stat. § 466.07, Subd. 1 (Indemnification)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)

Op. Atty. Gen. 169 (Minn, Mar. 7, 1963) Op. Atty. Gen. 169 (Minn, Nov. 3, 1943)

Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)

Wood v. Strickland, 420 U.S. 308 (1975)

Cross References: Policy 403 (Discipline, Suspension and Dismissal of School District Employees)

Policy 406 (Public and Private Personnel Data) Policy 408 (Subpoena of a School District Employee)

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

MSBA/MASA Model Policy 506 (Student Discipline)

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

#### Policy 212 SCHOOL BOARD MEMBER DEVELOPMENT

#### I. PURPOSE

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

#### II. GENERAL STATEMENT OF POLICY

A. New school board members will be provided the opportunity and encouragement are required to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA) 180 days after taking their oath of office. Board members shall receive training in school finance and management developed in consultation with MSBA.

Re-elected school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by MSBA to continue their professional development.

B. The board chair shall have completed MSBA Phase I, II, III, and IV training prior to serving as chair to ensure governance norms and protocols. If the board determines there is not a member who qualifies, this policy may be waived upon majority vote, and the appointed chair will commit to completing phases within one year. This aligns with district policy 203.

All board members are encouraged to participate in school board and related workshops and activities sponsored by local, state, and national school boards associations, as well as in the activities of other educational groups.

- C. Board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- D. The board will reimburse the necessary expenses of all board members who attend meetings and conventions pertaining to school activities and the objectives of the board, within the approved policy and budget allocations of the district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Policy 212 School Board Member Development

Adopted: 01.24.2005; Reviewed: 07.01.2019

Board of Education INDEPENDENT SCHOOL DISTRICT NO. 659 Northfield, Minnesota Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

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

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

#### I. PURPOSE

The purpose of this policy is to control out-of-state travel by Northfield School District Board of Education members as required by law in fulfillment of their role as school board members. in their the fulfillment of their duties as board members.

#### II. GENERAL STATEMENT OF POLICY

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

#### III. APPROPRIATE TRAVEL

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

#### IV. REIMBURSABLE EXPENSES

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

#### V. REIMBURSEMENT

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

#### VI. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

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

### Policy 214 Out-of- State Travel By School Board Members

Adopted: 12.12.2005; Revised: 07.2010; Reviewed: 07.01.2019

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

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

Minn. Stat. § 471.661 (Out-of-State Travel) Minn. Stat. § 471.665 (Mileage Allowances)

Minn. Op. Atty. Gen. No. 1035 (Aug. 23, 1999) (Retreat Expenses)

Minn. Op. Atty. Gen. No. 161b-12 (Aug. 4, 1997) (Transportation Expenses)

Cross References: MSBA/MASA Model Policy 212 (School Board Member Development)

MSBA/MASA Model Policy 412 (Expense Reimbursement)

#### Policy 810 ENERGY AND BUILDING MANAGEMENT - NEW

#### I. PURPOSE

The Northfield School District believes that it is important to conserve energy and natural resources while practicing sound financial management and maintaining our strategic commitments to people and stewardship. The purpose of this policy is to acknowledge and prioritize the district's commitment to managing energy resources within the district.

#### II. GENERAL STATEMENT OF POLICY

The Director of Buildings & Grounds and the Director of Finance are responsible for implementing the energy management plans, guidelines and procedures at all district facilities. The successful implementation of this policy is a joint responsibility of all district facilities users, school board members, administration and employees, and all stakeholders are expected to adhere to the established guidelines and procedures. The district will periodically review its energy and building management plan and procedures, and consider potential energy-saving strategies, alternative sources of energy, and efficiency in district equipment and fuel/energy usage.

#### III. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The Director of Buildings & Grounds and the Director of Finance shall develop directives, guidelines and procedures for managing energy resources with the district.

Policy 810 Energy and Building Management Adopted: INSERT DATE HERE

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

Legal References: None
Cross References: None

### **GUIDELINES FOR**

### ENERGY AND BUILDING MANAGEMENT

### Reaching Out, Reaching Up:

### THE 2027 STRATEGIC PLAN

NUGUST 20

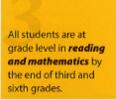


We prepare every student for lifelong success by developing critical thinkers who are curious and ready to engage in our society.

#### BENCHMARKS













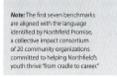














## STRATEGIC COMMITMENTS



#### People

We prioritize the engagement, satisfaction, and support of every student, staff member, and family.



#### Learner Outcomes

We prepare every student to be academically and socially ready to choose their preferred pathway after high school graduation.



### Equity

We ensure that every child has a fair opportunity to reach their full potential



#### Communication

We communicate effectively and transparently with all stakeholders.



#### Stewardship

We responsibly manage our personnel, finances, property, time and environmental impact.



### Partnerships

We seek community partnerships that accelerate student achievement of district benchmarks.

#### **PURPOSE**

The Northfield School District believes that it is important to conserve energy and natural resources while practicing sound financial management and maintaining our strategic commitments to people and stewardship. This guide was created to comply with Policy 810 - Energy and Building Management to acknowledge and prioritize the district's commitment to managing energy resources within the district.

The successful implementation of this guideline is a joint responsibility of all district facilities users, school board members, administration and employees. All stakeholders are expected to adhere to the established guidelines and procedures outlined in this document. The district will periodically review its energy and building management plan and procedures, and consider potential energy-saving strategies, alternative sources of energy, and efficiency in district equipment and fuel/energy usage. The district is committed to and responsible for a safe and healthy learning environment.

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- 5. Heating Equipment
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- 7. Water
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- 9. Peak Energy Curtailment
- 10. Personal Appliances
- 11. Personal Appliance Form
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#### **Implementation**

- Each staff member is responsible for adhering to the guidelines during the time that they are present in the building.
- Buildings & Grounds staff are responsible for the common areas, i.e. halls, cafeteria, gym, etc. Since the Buildings & Grounds staff are typically the last people to leave the facility in the evening, they are responsible for verification of the nighttime shutdown.
- The Buildings & Grounds staff is responsible for either directly or indirectly making adjustments to the District's Building Management System (BMS), including temperature settings and run times for Heating, Ventilation and Air Conditioning (HVAC) and other controlled equipment.
- Staff should use their best judgment on determining the best space to fit their needs and should consider the size of the space they are using such as auditoriums and gymnasiums.

#### **Technology Equipment**

• Technology equipment should be turned off each night. This includes the monitor, desktop computer, projectors, and speakers. Network equipment is excluded.

#### **Temperature Guidelines**

- On regular school days, temperatures will be maintained for the entire building 30 minutes before the start of school until 30 minutes after dismissal. Special consideration of temperatures will be given to certain preschool and special education classrooms when appropriate and approved by the Director of Buildings & Grounds.
- Staff and students are encouraged to dress appropriately for the season.
- Windows shall remain closed for optimal HVAC operation and maintaining a secure building.
- Exterior doors and inner vestibule doors shall not be propped open unless there is a delivery in process.
- Permissible ranges of temperature are measured at three random locations in a given room, four feet above the floor level excluding an exterior wall.

Cooling Season Occupied Range: 72°F-76°F

Cooling Season Unoccupied Range: Off or up to 80°F

Heating Season Occupied Range: 68°F-72°F Heating Season Unoccupied Range: 60°F

#### **Air Conditioning Equipment**

• During unoccupied times, the air conditioning equipment shall be off. The unoccupied period begins 30 minutes after dismissal of the area at the end of day.

- Ensure outside air dampers are closed during unoccupied times.
- Relative humidity levels shall not exceed 60% for any 24 hour period.
- Air conditioning should not be utilized in facilities during the summer months unless the facilities are being used for students, rentals, and building offices. Air conditioning may be used by exception only in those facilities to maintain relative humidity levels below 60%.
- In all areas such as shops, kitchens and gymnasiums, the doors leading to halls should be kept closed as much as possible.

#### **Heating Equipment**

- The unoccupied temperature setting shall be 60°F (i.e. setback). This may be adjusted during extreme weather.
- The unoccupied time shall begin 30 minutes after the dismissal of that area for the day.
- During the spring and fall when there is no threat of freezing, all steam and forced air heating systems should be switched off during unoccupied times. Hot water heating systems should be switched off using the appropriate loop pumps.
- Ensure all domestic hot water systems are set no higher than 120°F or 180°F for cafeteria service (with dishwasher booster).
- Ensure all domestic hot water recirculating pumps are switched off during unoccupied times. For heat pumps, ensure a 6 °F dead-band between heating and cooling modes.

#### Lighting

- All unnecessary lighting in unoccupied areas will be turned off. Turn lights off when leaving an unoccupied space. Utilize natural lighting where appropriate.
- All outside lighting shall be off during daylight hours.
- All parking lot lighting shall be off during the hours of 11PM to 5:30AM.
- Gym lights should not be left on unless the gym is being utilized.
- All lights will be turned off when students and staff leave for the day. Custodians will turn lights on only in the areas in which they are working.
- Refrain from turning lights on unless needed. Remember that lights not only consume electricity, but also give off heat which places an additional load on the air conditioning equipment.

#### Water

• Ensure all water leaks are reported via the district's work order system and repaired immediately.

- When spray irrigating, ensure the water does not directly hit the facility.
- Install water sub-meters on irrigation to eliminate sewer charges.

#### **Kitchen Guidelines**

- Appliance and equipment "ON" times will be as close as possible to the actual use.
- Ventilation fans should be used in conjunction with equipment use.
- Unused kitchen equipment will be unplugged during the summer.
- Freezers and coolers will be turned off and contents consolidated during the summer unless the building is in use for summer programming.
- Ensure dry food storage areas are maintained within code requirements. Typically, this is 55F-75F temperature and 35%-60% Relative Humidity.

#### **Peak Energy Curtailment**

- All staff and students will comply with energy reduction procedures during peak energy
  curtailment. We are notified by our utility company when we are required to curtail our
  energy usage. The district is notified by our utility company when we are required to curtail
  our energy usage.
- Suggestions for energy reduction during an energy curtailment:
  - Shut off computers in unoccupied areas.
  - Unplug pop machines, coffee makers, and any other appliances in staff lounges.
  - Turn off all unnecessary lighting, utilize natural lighting.
  - Cut back on air conditioning if possible or rotate unit run time.
  - Turn off compressor units for walk-in coolers and freezers. **NOTE:** Keep doors closed and return to service if temperatures exceed the safe range.
- If the energy levels do not reach the needed demand levels the Buildings & Grounds Director will implement the curtailment levels utilizing the Building Management System.

#### **Personal Appliances**

The district is required by the Minnesota Department of Health, the Minnesota Fire Marshal and our insurance carrier to follow certain guidelines, rules and laws. All of these guidelines are implemented to protect students, staff and our buildings. Safety is our number one priority. The district will not purchase any appliances with the exception of the items included in the staff lounge as outlined below.

#### Tier 1 - What can be in all district facilities - No Fee

 Working lamp - Each classroom or office can have one working lamp for a reading corner or decoration. All lamps are considered personal property and must be equipped with an LED bulb supplied by the teacher. Always stay with the

- recommended bulb wattage to avoid fire hazard. All lamps must be UL listed and labeled accordingly.
- Furniture must be in good working condition and is not damaged or broken. Furniture MUST have appropriate safety tags attached indicating that it is flame retardant.
- Plug in Holiday lights are only allowed as a temporary decoration from November 1st through January 13th and meet the following criteria:
  - o UL 588 listed
  - o LED
- Special consideration of appliances will be given to certain early childhood and special education classrooms when appropriate and approved by the Director of Buildings & Grounds.
- Building staff lounges will include the following district provided appliances that will only be located in the dedicated staff lounge/shared workspaces within each building:
  - Coffee maker/Keurig.
  - o Refrigerator/Freezer.
  - o Toaster.
  - o Microwave.

## <u>Tier 2</u> - What can be in all district facilities - Annual \$200 fee based on the school year for appliances housed outside of the staff lounges.

- Refrigerators Must have ground plug, should be Energy Star rated.
- Microwaves Must have ground plug.

## <u>Tier 3</u> - What can be in all district facilities - Annual \$100 fee based on the school year for appliances housed outside of the staff lounges.

- Coffee maker/Keurig.
- Fans.

## <u>Tier 4</u> - No fee charged if you have Medical documentation for the need of the specific appliances.

• Medical documentation must be submitted and approved through Human Resources.

#### <u>Tier 5</u> - What cannot be in any district facilities.

- Candles or open flame.
- Heated potpourri.
- Melted wax pots scented or not.
- Plug in air fresheners.
- Air fresheners.
- Space heaters.
- Ozone air cleaners/air purifiers.

- This excludes the district purchased air purifiers located in identified spaces in the district.
- Toaster ovens.
- Freezer.
- Salt lamps.
- Hot plates.
  - This excludes hot plate appliances that are used for instructional purposes.
- Any personal appliance without documented medical needs.
- Lamps not UL listed.
- \*\*This is not intended to be an all inclusive list and is subject to change
- \*\*If you pay the fee to have a personal appliance in the building, when/if the appliance no longer works it is your responsibility to dispose of the appliance.

#### **Application for Personal Appliance Form**

#### **Disclaimer**

All staff will observe and implement these guidelines as provided. These guidelines supersede all previous instructions related to energy conservation or facility management.



#### General Fund | Proposed Budget | 2023-24 Val Mertesdorf, Director of Finance

Presented to the Board on 5.8.2023

**Enrollment**: Enrollment drives approximately 70% of our total revenue. The 2022-23 school year is our fourth consecutive year of declining enrollment. A 5.9% decline in enrollment over four years. We are projecting stable enrollment for the 2023-24 school year. The state uses our adjusted pupil counts and weighs each student based on their grade level. This weighted calculation is called adjusted pupil units or APU. Kindergarten through grade 6 earn 1.0 and grades 7-12 earn 1.2. The enrollment projection looks at historical trends and birth rates. The proposed budget assumes 4,216.58 adjusted pupil units for the 2023-24 school year.

**Revenue Assumptions**: The basic formula generates approximately 55% of our total revenue. We are assuming a 4% increase in the basic per pupil funding from \$6,863 to \$7,138 per pupil unit. This is our largest source of revenue. We are hopeful that the legislature will provide a needed increase with the surplus.

We also receive other state aids and categorical funding. We are projecting an increase in our state special education aid. Special education aid is based on prior year expenditures. Our special education expenditures in 2021-22 were significantly more than 2020-21 due to the pandemic.

Our operating referendum includes a significant inflationary increase. We already know how much revenue we will receive from property taxes due to the timing of the levy certification in December. This proposed budget includes a small amount of additional federal funding. The increase in local sources is related to the activity fee increase, the entry fee increase, and anticipated revenue from the sale of the iPads.

The proposed revenue for 2023-24 is \$60,947,563.

**Expenditure Assumptions:** Salaries and benefits make up approximately 80% of the total budget. We will be negotiating with the Northfield Education Association this spring, which means we have 15 other contracts that are settled. Ensuring our pay and benefits is competitive is critical in the current market. Benefits are projected to increase primarily related to our work comp premium and a 0.21% increase to our employer TRA contribution as required by statute. The budget reflects the priority-based budget processes from the past two years.

The proposed expenditures for 2023-24 are \$59,739,622.

**Summary:** When all the assumptions come together we are proposing a general fund budget with revenues of \$60.4 million and expenditures of \$59.7 million. The budget prioritization process has helped identify what is most important to our staff, families and community. We are grateful to be able to respond to declining enrollment, and significant inflationary pressures from a position of strength. The proposed budget shows the unassigned fund balance percentage at 15.03%. We have elected to calculate the fund balance as a percentage of expenditures excluding operating capital, long term facility maintenance, scholarships and student activities. The percentages shown were recalculated for consistency of presentation.

As always, the budget is an estimate and a plan of how we intend to spend our limited resources. Stewardship is a strategic commitment in this district. We are in a much stronger financial position than many other districts. Our financial cycle will allow us to continue to monitor and respond to the changing enrollment in a thoughtful, proactive manner. We are incredibly grateful to this community for believing in our stewardship and our programming enough to have not only renewed but also increased the operating referendum. We have been and will continue to be good stewards of the resources entrusted to us.

# 2023-24 Proposed Budget

**GENERAL FUND** 

May 8, 2023





## **Enrollment Projections**

Adjusted Pupil Units												
Year	Pre-K	KG	1-3	4-6	7-12	Total	APU					
2018-19	41.21	248.38	797.56	911.04	2,051.84	4,050.03	4,460.40					
2019-20	42.81	246.52	764.36	892.76	2,072.59	4,019.04	4,433.56					
2020-21	44.33	202.40	747.90	843.88	2,062.29	3,900.80	4,313.26					
2021-22	49.12	245.02	750.76	822.91	1,992.97	3,860.78	4,259.37					
2022-23#	47.76	239.98	743.71	808.37	1,965.56	3,805.38	4,198.49					
2023-24#	50.16	252.04	734.12	825.61	1,962.21	3,824.14	4,216.58					
2024-25#	47.45	238.46	765.95	813.66	1,910.51	3,776.03	4,158.13					

# - Estimated Enrollment



## Revenue Assumptions

### State Sources

- 4.0% increase in basic revenue (\$7,138 per APU)
- Enrollment stable
  - O Projection still declining
- Special Education
- Compensatory

### Property Taxes

- Operating referendum inflationary increase
- Revenue known, certified levy in December

### Federal Sources

- Majority of pandemic funds are spent
- Maintaining other federal programs

### Local Sources

- Assumes increase in participation fees and entry fees
- Assumes participation at current rates
- Sale of iPads



## Revenue Summary

	ı	2019-20 AUDIT RESULTS	2020-21 AUDIT RESULTS			2021-22 AUDIT RESULTS	2022-23 REVISED BUDGET			2023-24 PROPOSED BUDGET		
Property Taxes	\$	13,865,817	\$	14,217,639	\$	14,971,029	\$	14,359,850	\$	15,232,888		
State Sources	\$	39,595,228	\$	40,135,486	\$	39,514,217	\$	40,040,698	\$	42,334,181		
Federal Sources	\$	1,428,206	\$	2,593,072	\$	3,485,637	\$	4,210,778	\$	1,724,951		
Local Sources	\$	2,646,723	\$	1,660,275	\$	1,837,959	\$	1,174,862	\$	1,655,543		
Total	\$	57,535,974	\$	58,606,472	\$	59,808,842	\$	59,786,188	\$	60,947,563		



## **Expenditure Assumptions**

### Salaries

- Negotiating with the NEA
- Priority based budgeting impacts

### Benefits

- 0.21% increase in TRA (2.3% increase in addition to salary increases)
- Increase in health contribution
- Increased work comp premium







## **Expenditure Assumptions**

### Non-Salary & Other Operational

- Transportation contract increase
- Utility expenditures increase
- Property/Liability insurance increase
- Priority based budget impacts
- •Fund Balance Goal = 14%
  - Total GF expenditures less operating capital, LTFM, scholarship and student activities





## Expenditures by Program

	2019-20 AUDIT RESULTS		2020-21 AUDIT RESULTS		2021-22 AUDIT RESULTS		2022-23 REVISED BUDGET		2023-24 PROPOSED BUDGET	
ADMINISTRATION	\$	1,924,478	\$	2,175,422	\$	2,331,514	\$	2,250,553	\$	2,333,749
DISTRICT SUPPORT SERVICES	\$	1,530,980	\$	1,397,128	\$	1,647,683	\$	1,524,841	\$	1,567,198
REGULAR INSTRUCTION	\$	26,566,921	\$	27,488,963	\$	30,224,965	\$	29,050,156	\$	27,833,048
VOCATIONAL INSTRUCTION	\$	305,699	\$	253,268	\$	389,708	\$	490,094	\$	487,271
SPECIAL EDUCATION	\$	11,170,887	\$	11,221,239	\$	11,852,677	\$	12,166,767	\$	12,450,786
INSTRUCTIONAL SUPPORT	\$	3,137,089	\$	2,828,800	\$	2,907,749	\$	2,554,025	\$	2,502,220
PUPIL SUPPORT	\$	4,378,502	\$	4,106,477	\$	5,247,395	\$	5,128,147	\$	4,792,421
SITE & BUILDINGS	\$	4,220,878	\$	4,761,988	\$	5,382,992	\$	5,054,034	\$	5,041,016
FISCAL & OTHER FIXED COSTS	\$	213,267	\$	315,265	\$	260,360	\$	251,100	\$	276,700
CAPITAL OUTLAY	\$	3,032,575	\$	4,461,643	\$	2,524,621	\$	3,149,075	\$	2,455,213
TOTAL	\$	56,481,276	\$	59,010,193	\$	62,769,664	\$	61,618,792	\$	59,739,622



## **Expenditures by Object**

	2019-20 AUDIT RESULTS		2020-21 AUDIT RESULTS		2021-22 AUDIT RESULTS		2022-23 REVISED BUDGET		2023-24 PROPOSED BUDGET	
SALARIES	\$	32,668,329	\$	33,309,150	\$	35,858,968	\$	35,188,483	\$	34,468,989
BENEFITS	\$	11,850,622	\$	12,177,652	\$	13,520,265	\$	13,400,306	\$	13,404,752
PURCHASED SERVICES	\$	6,379,528	\$	6,065,175	\$	7,435,989	\$	6,932,909	\$	6,612,912
SUPPLIES	\$	1,855,552	\$	2,484,146	\$	2,921,439	\$	2,453,667	\$	2,301,890
DUES & MEMBERSHIPS	\$	694,670	\$	512,427	\$	508,382	\$	494,352	\$	495,866
CAPITAL OUTLAY	\$	3,032,575	\$	4,461,643	\$	2,524,621	\$	3,149,075	\$	2,455,213
TOTAL	\$	56,481,276	\$	59,010,193	\$	62,769,664	\$	61,618,792	\$	59,739,622



General Fund	Summ	ary
	2019-20	20
	AUDIT	Α
	RESULTS	RES

20-21 UDIT SULTS 2021-22 AUDIT RESULTS

62,769,664

18,154,039

15,193,217

6,288,044 \$

15.21%

8,905,173

15,193,217

(2,960,822) \$

2022-23 59,808,842

REVISED BUDGET 59,786,188 61,618,792

(1,832,604) \$

15,193,217

13,360,613

5,358,353 \$

8,002,260 \$

13.89%

13,360,613

2023-24

PROPOSED

BUDGET

60,947,563

59,739,622

1,207,941

13,360,613

14,568,554

5,587,216

8,981,338

14,568,554

15.03%

REVENUE 57,535,974 **EXPENDITURES** 56,481,276

\$

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DIFFERENCE

RESTRICTED

UNASSIGNED

BEGINNING FUND BALANCE

ENDING FUND BALANCE

TOTAL FUND BALANCE

UNASSIGNED FUND

BALANCE % (new calc)

1,054,698 \$

17,503,062

18,557,760

5,759,087 \$ 7,179,371 \$ 12,798,673 10,974,668 \$ 18,557,760 18,154,039 24.56% 19.68%

58,606,472

59,010,193

18,557,760

18,154,039

(403,721) \$

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## Questions?

•Thanks for your time!









F	Y22
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	FY22			
HS Activity	Participation	FY22	FY23	FY24
Alpine Ski (7-12)	24	\$260	\$296	\$445
Baseball	60	\$165	\$188	\$285
Basketball	73	\$165	\$188	\$285
Bowling (7-12)	15	\$75	\$86	\$130
Clay Target (7-12)	91	\$75	\$86	\$130
Cross Country (7-12)	87	\$130	\$148	\$225
Dance Team	26	\$165	\$188	\$285
Drama (Fall/Spring)	116	\$70	\$80	\$120
Football	108	\$165	\$188	\$285
Golf	50	\$155	\$177	\$265
Gymnastics	15	\$215	\$245	\$370
Hockey	65	\$215	\$245	\$370
Knowledge Bowl	46	\$70	\$80	\$120
Lacrosse	71	\$155	\$177	\$265
Mock Trial	23	\$70	\$80	\$120
Nordic Ski (7-12)	54	\$215	\$245	\$370
Soccer	94	\$182	\$207	\$315
Softball	52	\$165	\$188	\$285
Speech	14	\$70	\$128	\$195
Strength Training	**	\$0	\$80	\$80 *
Swim/Dive (7-12)	90	\$165	\$188	\$285
Tennis	53	\$130	\$148	\$225
Track	131	\$130	\$148	\$225
Volleyball	50	\$165	\$188	\$285
Weightlifting	48	\$130	\$148	\$225
Wrestling	29	\$165	\$188	\$285
Total Registrations	1,485	1,489	1,489	1,489
Total Revenue		\$187,081	\$213,347	\$323,742
Increase			\$26,266	\$110,395

<sup>\*\*</sup> Registration not required in FY22

FY22

Participation	FY22	FY23	<b>FY24</b>
183	\$75	\$86	\$130
0	\$60	\$68	\$100
127	\$25	\$68	\$80 *
86	\$95	\$108	\$160
19	\$95	\$108	\$160
26	\$60	\$68	\$100
11	\$60	\$68	\$100
45	\$95	\$108	\$160
28	\$60	\$68	\$100
46	\$95	\$108	\$160
78	\$95	\$108	\$160
30	\$95	\$108	\$160
10	\$95	\$108	\$160
689	689	689	689
	\$45,864	\$53,842	\$80,049
_		\$7,978	\$26,207
	Total Addition	nal Revenue	\$136,602
	183 0 127 86 19 26 11 45 28 46 78 30 10	183 \$75 0 \$60 127 \$25 86 \$95 19 \$95 26 \$60 11 \$60 45 \$95 28 \$60 46 \$95 78 \$95 30 \$95 10 \$95 689 \$689	183       \$75       \$86         0       \$60       \$68         127       \$25       \$68         86       \$95       \$108         19       \$95       \$108         26       \$60       \$68         11       \$60       \$68         45       \$95       \$108         28       \$60       \$68         46       \$95       \$108         78       \$95       \$108         30       \$95       \$108         10       \$95       \$108         689       689       689         \$45,864       \$53,842

Other Rates	Current	Proposed	Increase
Family Cap	\$700	\$1,000	\$300
Reduced	40%	40%	0%
Free	20%	20%	0%

Note: Revenue calculations assume 86.8% of total revenue at HS and 90.6% at Middle School based on FY22 calculation including discounted rates.

<sup>\*</sup> Fitness Center and Strength Training were matched at \$80. HS had very limited participation in strength training in FY23 due to added fee.

### Head Custodian Building Stipend Modifications | May 8, 2023 | Matt Hillmann, Ed.D, Superintendent

**Summary:** The building stipend differential for head custodians has not been sufficient to recruit a high school head custodian. This document proposes changes to the structure of these building stipends to address this issue.

### Why it matters

- Head custodians are critical to a school. They are responsible for the physical operations of the building, regular maintenance, overseeing the cleaning of the facility, and supervising custodial staff.
- Due to the size of the building and the number of associated activities, the high school head custodian role is essential.
- The high school head custodian position has been vacant most of the school year since Adam Karsko was appointed to the district maintenance coordinator position in October. The position was filled for less than 90 days.

### What is the problem?

- Head custodians all receive a base hourly wage. A building stipend is added to the hourly wage to recognize the difference in the responsibilities for each type of building (elementary, middle, and high school.)
- The current building stipend structure is as follows:
  - Elementary: \$3,500 per year (\$1.68 per hour)
  - o Middle School: \$5,000 per year (\$2.40 per hour)
  - O High School: \$5,250 per year (\$2.52 per hour)

### What is the proposed solution?

Creating a more pronounced pay differential based on the responsibilities for the buildings will likely increase the pool of candidates. The proposed building stipend structure is as follows:

- Elementary: \$3,500 per year (\$1.68 per hour)
- Middle School: \$8,500 per year (\$4.09 per hour)
- High School: \$13,500 per year (\$6.49 per hour)
- The total increase to the budget is \$13,530. There has been approximately \$26,000 in cost savings this year due to understaffing.

### Why this solution?

The differentiation is necessary based on the comparative responsibilities. They include:

- The size of the facilities.
- The number of people the head custodian supervises.
- The number of public events that take place.
- The complexity of the events that take place.

### Final analysis

The proposed increases are important in recruiting and retaining a high-quality individual for these positions. These increases would also create a natural career ladder within the district, encouraging experienced head custodians to move into larger buildings over time.

### Superintendent Operations and Strategic Plan Board Update | May 8, 2023 | Matt Hillmann, Ed.D.

**Executive Summary:** This report provides an overview of the district's operations, bright spots, anti-racism work, and progress toward the district's vision, commitments, and benchmarks outlined in the 2027 strategic plan.

#### **Graduation rates**

### strategic commitment highlights: learner outcomes, equity, partnerships

The Minnesota Department of Education released graduation rates for the Class of 2022 recently. Northfield High School continued its strong performance.

### Why does it matter?

- The four-year graduation rate is a system indicator. It shows how many students complete graduation requirements in the traditional four-year window.
- Some students face challenges that detour them from the traditional graduation pathway. The district has programs in place to assist these students in recovering credits and getting back on track for graduation.

### **■** Results

MDE released graduation rates for the Class of 2022 this week. Northfield High School continues to experience strong results:

- <u>95.9% of NHS students graduated on time.</u> This is the sixth consecutive year the NHS graduation rate is above 95%.
- 94.7% of NHS's Hispanic students graduated on time. This is the fifth consecutive year this demographic group's rate has surpassed 90%— outpacing the state average by more than 25 points.

### Legislative update

### strategic commitment highlights: people, learner outcomes, partnerships

The 2023 legislative season is quickly approaching the end of its session. This session is likely to produce substantial new funding for schools while producing substantial new requirements for schools.

### Why does it matter?

- The Legislature has been debating how to allocate the \$17.6 billion surplus.
- Around 70% of the district's revenue comes from the legislature.
- The basic formula is the driver of the district's revenue.
- The special education cross-subsidy accounts for approximately \$5 million.
- The Legislature is considering substantial policy changes that would impact schools.

### What is the status?

- Both chambers have passed their education omnibus bills.
- The conference committee is currently meeting to resolve the differences in the bills.
- The Legislature is required to adjourn on May 22, 2023.

### NORTHFIELD PUBLIC SCHOOLS School Board Minutes

April 24, 2023

District Office Boardroom

#### 1. Call to Order

Board Chair Claudia Gonzalez-George called the Regular meeting of the Northfield Board of Education of Independent School District No. 659 to order at 6:00 p.m. Present: Butler, Coleman, Gonzalez-George, Miller, Nelson and Quinnell. Absent: Goerwitz. This meeting was open to the public, live-streamed and recorded, and access to the recording was posted to the school district website.

### 2. Agenda Approval/Table File

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

#### 3. Public Comment

There were no public comments.

### 4. Announcements and Recognitions

- Congratulations to Northfield High School Girls state champion wrestlers. Caley Graber is the state champion at 100 pounds and Ella Pagel is the state champion at 165 pounds. This is Ella's second state championship.
- Congratulations to Raider volleyball player Sydney Jaynes. Sydney was recently recognized as a St. Paul Area
  Athena Award winner. The Athena Awards program honors outstanding female high school senior
  student-athletes from St. Paul and suburban public and independent high schools for their athletic
  achievements. The award is based on excellence in individual sports or for participation and accomplishments
  in team sports.
- Thank you to the art teachers and volunteers that assisted with Arts á la Carte last Friday evening.

#### 5. Items for Discussion and Reports

- a. <u>Proposed 2023-24 Child Nutrition Fund Budget</u>. Stephany Stromme, Director of Child Nutrition, presented the 2023-24 proposed child nutrition budget. This fund is used to record financial activities of providing nutrition services to students, which include preparation and service of the milk, meals, and snacks in connection with school and community services activities. The board will be asked to adopt the budget at the May 22, 2023 board meeting.
- b. Revised 2022-23 and Proposed 2023-24 Community Education Fund Budgets. Director of Community Education Erin Bailey presented a revised 2022-23 Community Education Budget and the Proposed 2023-24 Community Education Budget. Approval of the revised budget will be an item for individual action at the May 8, 2023 board meeting. The 2023-24 proposed budget has been developed with input from each program coordinator and the Community Education Advisory Council. The board will be asked to adopt the budget at the May 22, 2023 board meeting.
- c. <u>Special Education Staffing Update</u>. Director of Special Services Cheryl Hall and Assistant Director of Special Services Sara Pratt provided information about projected special education caseloads and associated additional staffing for the 2023-24 school year.
- d. <u>Updated Recommendation on Potential Transportation Service Changes</u>. Director of Finance Val Mertesdorf and Superintendent Hillmann provided an updated recommendation about potential transportation service changes. At this time administration is recommending we move forward with the previous recommendations, excluding the implementation of a fee for transportation. Despite this being a tool we have access to, at this

time we feel the potential impacts outweigh the revenue this could generate. The administration will continue to review the budget for further reduction opportunities.

e. Superintendent Operations & Strategic Plan Update. Superintendent Hillmann shared the results of the annual employee and parent/caregiver surveys, provided information about the district's iPad lease renewal, and provided an update about a potential public-private partnership between the City of Northfield and a business partner regarding an ice arena. Dr. Hillmann shared the district's preliminary plans regarding the boys hockey cooperative sponsorship with Randolph, and he shared that Minnesota Assistant Commissioner of Children and Family Services Tikki Brown toured the NCEC.

### 6. Committee Reports

There were no committee reports.

### 7. Consent Agenda

On a motion by Miller, seconded by Coleman, the board unanimously approved the consent agenda.

#### a. Minutes

Minutes of the Regular School Board meeting held on April 10, 2023

### b. Gift Agreements

- \$1,000.00 for the TORCH Scholarship from Beth Berry's Donor Advised Fund
- \$1,500.00 to be used toward the portable baseball fence from the Northfield Booster Club, Inc.

#### c. <u>Personnel Items</u>

### i. Appointments

- 1. Laura Kay Allen, AP Test Proctor at the High School, beginning 5/1/2023.
- 2. Doug Bengston, AP Test Proctor at the High School, beginning 5/1/2023.
- 3. Elaine Boda, .5 FTE Speech and Language Pathologist at the NCEC, beginning 7/1/2023. MA+10, Step 10.
- 4. Elaine Boda, .25 FTE Long-term Substitute Speech and Language Pathologist at Greenvale Park, beginning 8/24/2023-6/6/2024. MA+10, Step 10.
- 5. Izzy Charlton, Targeted Services Plus/Blast Summer Site Assistant for up to 6 hours/day Mon.-Thurs. at BW/Middle School, beginning 6/12/2023-8/12/2023. Step 2-\$14.88/hr.
- 6. Jeffrey Eckhoff, AP Test Proctor at the High School, beginning 5/1/2023.
- 7. Stephanie Ennis, Summer Plus Teacher for up to 6 hours/day Mon.-Thurs. at BW/Middle School, beginning 6/12/2023-8/11/2023. Year 7-\$40/hr.
- 8. Rosemary Fink, AP Test Proctor at the High School, beginning 5/1/2023.
- 9. Naomi Golden, 1.0 FTE Chemistry/Earth Science Teacher at the High School, beginning 8/24/2023. MA+10, Step 10-pending receipt of transcripts.
- 10. Tom Graupmann, AP Test Proctor at the High School, beginning 5/1/2023.
- 11. Meha Hnatyszyn, Summer Instructor/Swim Assistant with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 1-\$14.00/hr.
- 12. Mary (Alexa) Hotz Zenk, 1.0 FTE Family and Consumer Science Teacher at the High School, beginning 8/22/2023. BA+30, Step 7.
- 13. Glenn Ivers, Event Worker at the High School, beginning 4/17/2023. \$77/event
- 14. Andrea James, Long Term Substitute Special Ed EA PCA for 4.75 hours/week at the NCEC, beginning 4/19/2023-5/31/2023. Step 3-\$17.05/hr.
- 15. Kaitlin Knott, Summer Instructor/Swim Lead with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 6-\$16.25/hr.
- 16. Kayla Knott, Summer Instructor/Swim Lead with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 6-\$16.25/hr.
- 17. Gail Kohl, .2 FTE Long Term Substitute 5th Grade Teacher at Bridgewater, beginning 8/24/2023-6/6/2024. MA, Step 10.
- 18. Kathleen Kopseng, AP Test Proctor at the High School, beginning 5/1/2023.

- 19. John Mahal, 1.0 FTE Student Activities Director at the High School, beginning 7/1/2023. \$123,616 + Step 1.
- 20. Anthony Mathison, .4 FTE Long-term substitute Physical Education Teacher at Bridgewater, beginning 8/24/2023-6/6/2024. MA, Step 10.
- 21. Lynda Maus, AP Test Proctor at the High School, beginning 5/1/2023.
- 22. Rebecca Messer, AP Test Proctor at the High School, beginning 5/1/2023.
- 23. Reuben Menk, Summer Instructor/Swim Assistant with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 2-\$14.25/hr.
- 24. Tammara Moore, Office Specialist Class III at the ALC for 7 hours/day, add Secondary Attendance Liaison for 1 hour/day at the High School, beginning 4/20/2023-6/9/2023. Step 5-\$22.89/hr.
- 25. Brenda Niebuhr, AP Test Proctor at the High School, beginning 5/1/2023.
- 26. Heidi Peterson, AP Test Proctor at the High School, beginning 5/1/2023.
- 27. Julia Peterson, KidVentures Site Assistant for up to 17.5 hours/week at Greenvale Park, beginning 5/15/2023-6/9/2023. Step 2-\$14.88/hr.
- 28. Halea Picha, Assistant Girls Soccer Coach at the High School, beginning 8/14/2023. \$4,570
- 29. Angel Ramos, Community School Club Leader for up to 4 hours/week at Bridgewater, beginning 4/25/2023-5/25/2023. \$23.65/hr.
- 30. Tony Rezac, 1.0 FTE Custodian at the High School, beginning 5/1/2023. Step 5, \$20.75/hr.
- 31. Elizabeth Schuerman, Summer Community Education Recreation Intern at the NCEC, beginning 5/15/20238/31/2023. Step 1-\$15.00/hr.
- 32. John Schnorr, .5 FTE Speech and Language Pathologist at the NCEC, beginning 7/1/2023-6/30/2023. MA+40, step 10.
- 33. Andrea Serrano Garcia, Community School After School Site Assistant for up to 6 hours/day at Bridgewater, beginning 4/18/2023-5/25/2023. Step 1-\$14.50/hr.
- 34. Peyton Truman, Summer Lifeguard with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 2-\$14.00/hr.
- 35. Nancy Veverka, AP Test Proctor at the High School, beginning 5/1/2023.
- 36. Lauren Weber, Assistant Girls Tennis Coach at the High School, beginning 8/14/2023. \$4,062
- 37. Kathy Wiertsema–Miller, AP Test Proctor at the High School, beginning 5/1/2023.
- 38. Belinda Zubia, Targeted Services Plus/Blast Summer Site Assistant for up to 6 hours/day Mon.-Thurs. at BW/Middle School, beginning 6/12/2023-8/12/2023. Step 2-\$14.88/hr.
- 39. Marisa DeVito-Winget, Summer Lifeguard with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 2-\$14.25/hr.
- 40. Evan Loe, Summer Lifeguard with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 2-\$14.25/hr.
- 41. Amelia Rosenhamer, Summer Instructor/Swim Assistant with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 1-\$14.00/hr.
- 42. Mariah Thomas-McCarty, Summer Lifeguard with Community Ed Recreation, beginning 5/31/2023-8/31/2023. Step 2-\$14.25/hr.

### ii. <u>Increase/Decrease/Change in Assignment</u>

- 1. Michelle Anderson, EA at Greenvale Park, Add Summer Plus Site Assistant for up to 6 hours/day at Bridgewater, beginning 6/12/2023-8/15/2023. Step 4-\$15.91/hr.
- 2. Jennifer Antoine, EA PCA for 13.5 hours/week at the NCEC, add LTS EA PCA NB for 14 hours/week for a total of 27.5 hours/week at the NCEC, effective 4/19/2023-5/22/2023.
- 3. Mark Auge, Teacher at the High School, add ALC Summer School Teacher for 5 hours/day Mon.-Thurs. at the ALC, effective 6/9/2023-7/27/2023. Lane/Step
- 4. Elizabeth Brewer, EA at the Middle School, Add Summer Plus/Blast Site Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, beginning 6/12/2023-8/12/2023. Step 4-\$15.91/hr.
- 5. Margaret Christianson, Child Nutrition at Bridgewater, Add Summer Plus/Blast Site Assistant for up to 6 hours/day at Bridgewater, beginning 6/12/2023-8/12/2023. Step 3-\$15.26/hr.
- 6. Ray Coudret, Teacher at the High School, add ALC Summer School Teacher for 5 hours/day Mon.-Thurs. at the ALC, effective 6/9/2023-7/27/2023. Lane/step

- 7. Ashley Douglas, EA at Bridgewater, Add Summer Plus/Blast Site Assistant and Club Leader for up to 6 hours/day at Bridgewater, beginning 6/12/2023-8/12/2023. Club Leader-\$23.65/hr. And Site Asst. Step 3-\$15.26/hr.
- 8. Ana Gallego, Community School Club Leader at Greenvale Park, Add Summer Plus/Blast Site Assistant and Club Leader for up to 6 hours/day at Bridgewater, beginning 6/12/2023-8/12/2023. Club Leader-\$23.65/hr. And Site Asst. Step 4-\$15.91/hr.
- 9. Jessica Holz, Learning Coach with Portage, add ALC Summer School Teacher for 4 hours/day Mon.-Thurs. at the ALC, effective 6/12/2023-7/27/2023. :Lane/step.
- 10. Jessica Holz, Portage Learning Coach with Portage, change to 1.0 FTE Special Ed Teacher at the High School, effective 8/24/2023.
- 11. Brittany Hubbard, Teacher at the NCEC, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/12/2023-8/12/2023. Year 1-\$40/hr.
- 12. Julene Johnson, LTS Media Center EA at the High School, change to Media Center EA-on going at the High School, effective 8/24/2023.
- 13. Shelly Kruger, EA at the High School, add Summer Plus/Blast substituteTeacher for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/12/2023-8/12/2023. Sub \$40/hr.
- 14. Mackenzie Ludwig, ECSE Teacher-Integrated Pre-K at the NCEC, change to ECSE B-5 Teacher at the NCEC, effective 7/1/2023.
- 15. Rebecca Meyer, EA at the High School, Add Summer Plus/Blast Site Assistant for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, beginning 6/12/2023-8/12/2023. Step 4-\$15.91/hr.
- 16. Diane Nagy, Teacher at Bridgewater, add Summer Plus/Blast substitute Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/12/2023-8/12/2023. Sub \$40/hr.
- 17. Katie O'Connor, ECSE Teacher-Integrated Pre-K at the NCEC, change to ECSE B-3 Teacher at the NCEC, effective 7/1/2023.
- 18. Danielle Olson, Social Worker at Bridgewater, add Community School Teacher for 1.5 hours/day on Tuesdays at Bridgewater, effective 4/5/2023-5/25/2023. Year 1-\$27.11/hr.
- 19. Danielle Olson, .50 FTE School Social Worker at Bridgewater, add .50 FTE long-term substitute School Social Worker at Bridgewater, effective 8/24/2023-6/6/2024.
- 20. Andy Richardson, Teacher at the High School, add Summer Plus/Blast Teacher for up to 6.5 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/12/2023 -8/12/2023. Year 2-\$40/hr.
- 21. Deborah Russell, Teacher at Greenvale Park, add Summer Plus/Blast substitute Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/12/2023-8/12/2023. Sub \$40/hr.
- 22. Darrell Sawyer, Teacher at the Middle School, add Private Lesson Coach with Community Education Recreation, effective 4/15/2023-5/31/2023. \$36/individual/hour, \$20/person up to 5 in a group/hour.
- 23. Najah Siciid, Community School Site Assistant at Greenvale Park, add Long Term Substitute Spec Ed EA PCA for 5.5 hours/week at the NCEC/HeadStart, effective 4/19/2023-5/31/2023.
- 24. Remy Soulak, Early Ventures Assistant Teacher at the NCEC, change to Early Ventures Teacher at the NCEC, effective 2/7/2023. Step 1-\$17.66/hr.
- 25. Grace Swanson, LTS EA at Bridgewater/Greenvale Park, add Community School Site Assistant for 8 hours/week Mon.-Thurs. at Bridgewater, effective 4/10/2023-5/25/2023. Step 1-\$14.50/hr.
- 26. Allison Sweeney, Teacher at Spring Creek, add Summer Plus/Blast Teacher for up to 6.5 hours/day Mon.-Thurs. at Bridgewater/Middle School, effective 6/12/2023-8/12/2023. Year 3- \$40/hr.
- 27. Gina Swenson, Teacher at Spring Creek, add Summer Plus/Blast Teacher for up to 6 hours/day Mon.-Thurs. at Bridgewater, effective 6/12/2023-8/12/2023. Year 10- \$40/hr.
- 28. Brigitte Tisdale, Teacher at Greenvale Park, add Summer Plus/Blast Teacher for up to 6.5 hours/day Mon.-Thurs. at Bridgewater, effective 6/12/2023-8/12/2023. Year 8-\$40/hr.
- 29. Katrina Warner, EA at Bridgewater, Add Summer Plus/Blast Site Assistant and Club Leader for up to 6 hours/day at Bridgewater, beginning 6/12/2023-8/12/2023. Club Leader-\$23.65/hr., Site Asst. Step 4-\$15.91/hr.

- 30. Jessica Weber, Special Ed Teacher with Portage, change to Special Ed Teacher at the High School, effective 8/24/2023. MA, Step 3.
- 31. Pam Charlton, Teacher at Bridgewater, add Event Worker at the High School, effective 3/24/2023.
- 32. Emily Galo-Castellanos, Community School Site Assistant for 2 hours/week at Bridgewater, change to Community School Site Assistant for 4 hours/week at Bridgewater, effective 4/24/2023-5/25/2023.
- 33. Jessie Huebsch, 1.0 FTE Administrative Assistant at Bridgewater, change to 1.0 FTE Administrative Assistant to Instructional Services and Technology at the District Office, effective 5/15/2023.
- 34. Evan Loe, Lifeguard with Community Ed Recreation, add Instructor Lead at step 2-\$15.25/hr., and Instructor Assistant at Step 2-\$14.25/hr. with Community Ed Recreation, effective 5/31/2023-8/31/2023.
- 35. Amelia Rosenhamer, Summer Instructor Assistant with Community Ed Recreation, add Summer Instructor Lead with Community Ed Recreation, effective 5/31/2023-8/31/2023. Step 1- \$15.00/hr.
- 36. Mariah Thomas-McCarty, Summer Lifeguard with Community Ed Recreation, add Summer Instructor Lead at step 2-\$15.25/hr., and Summer Instructor Assistant at Step 2-\$14.25/hr. with Community Ed Recreation, effective 5/31/2023-8/31/2023.

### iii. Leave of Absence

- 1. Rico Bohren, Assistant Principal at the High School, FMLA beginning 4/13/2023-approximately 5/4/2023.
- 2. Stacey Garry, EA at Spring Creek, FMLA beginning 5/4/2023-5/12/2023.
- 3. Kristin Johnson, Behavior Coach at Greenvale Park, Leave of Absence for the 2023-2024 school year.
- 4. Teresa Hasse, EA/PCA at Spring Creek, medical leave of absence beginning 4/17/2023 through 4/28/2023.
- 5. Kim Slegers, HealthTeacher at the High School, Leave of Absence for the 2023-2024 school year.
- 6. Sari Zach, Teacher at Greenvale Park, 1.0 FTE 3-year Leave of Absence beginning with the 2023-2024 school year.
- 7. Lisa Robb, EL Teacher at the High School, intermittent FMLA beginning 4/14/2023 through the end of the 2022-2023 school year.
- 8. Laura Vind, Special Education Teacher at the High School, extend FMLA leave through the end of the 2022-23 school year.

#### iv. Retirements/Resignations/Terminations

- 1. Jolee Harris, Gymnastic Coach at the High School, resignation effective 4/18/2023.
- 2. Lauren Johnson, EA at the High School, resignation effective 5/19/2023.
- 3. Curt Mikkelson, Social Studies Teacher at the Middle School, retirement effective at the end of the 2022-2023 school year.
- 4. Susan Eidenschink, EA at the High School, retirement effect 6/9/2023.
- 5. Cole Nelson, Director of Buildings and Grounds, resignation effective 5/5/2023.

### 8. Items for Individual Action

- a. <u>Policy Recommendations</u>. On a motion by Nelson, seconded by Butler, the board unanimously approved the policy committee's recommended updates to policies 209, 515.5, 706, and 809.
- b. Resolution Discontinuing and Reducing Educational Programs and Positions. On a motion by Coleman, seconded by Butler, the board approved by roll call the Resolution Discontinuing and Reducing Educational Programs and Positions for licensed staff and non-teaching staff for the 2023-24 school year. Voting 'yes' was Butler, Coleman, Gonzalez-George, Miller, Nelson, and Quinnell. No one voted 'no'.

<u>Program</u>	<u>Building</u>	<u>FTE</u>
Mathematics	High School	1.0
Social Studies	High School	1.0
French	High School	.40
English	High School	.20
Music	High School	.20

Physical Education	High School	.20
Credit Recovery	High School	.10
Guidance Counselors	High School	202 days to 197 days
Academic Advocate	ALC	.80
Spanish	Middle School	.20
Elementary Education (General Ed)	Greenvale Park	1.0
Elementary Education (General Ed)	Bridgewater	2.0
Elementary Education (General Ed)	Spring Creek	3.0
Secondary Learning Coach	Portage	2.0
Special Education Teacher	Portage	1.0
Elementary Education (General Ed)	Portage	2.0
Elementary Behavior Coach	Greenvale Park	1.0 (second position)
Reading Specialist	Bridgewater	.55
Attendance Secretary	High School	234 paid days at 8 hrs/day to
		209 paid days at 7 hrs/day
Credit Recovery EA	High School	.84
Administrative Assistant	ALC	.88
Educational Assistant	Portage	.84
Volunteer Coordinator	Elementary	.53
Security Monitor	High School	.94
Kindergarten Educational Assistant	Greenvale Park	.625

c. Resolution for Termination and Non-Renewal of Probationary Licensed Staff. On a motion by Nelson, seconded by Miller, the board approved by roll call the Resolution for Termination and Non-Renewal of Probationary Licensed Staff listed below effective at the close of the current 2022-23 school year. Voting 'yes' was Butler, Coleman, Gonzalez-George, Miller, Nelson, and Quinnell. No one voted 'no'.

Name	FTE	Position
Bachmeier, Noah	1.0	Social Studies
Broughton, Scott	1.0	Elementary Education
Engle, Kari	1.0	Elementary Education (LTS)
Green, Cecelia	1.0	FACS
Hruby, Anna	1.0	Elementary Education
Lane, Melodie	1.0	Early Childhood Education (LTS)
Legros, Marckileine	1.0 - 202  days	Guidance Counselor
Peterson, Andrea	1.0	Elementary Education
Rhoades, Ian	1.0	English/Language Arts
Richardson, Andrew	1.0	Industrial Technology
Robertson, Caitlin	1.0	Elementary Education
Rodgers, Sydney	1.0	Elementary Education
Rogers, Miriam	1.0	English/Language Arts
Schrank, Rebecca	1.0	Elementary Education
Selwan, Bernard	1.0	Mathematics
Stromley, Karl	1.0	Health
Turnquist, Ryan	1.0 - 202  days	Guidance Counselor
Willman, Mary	1.0	Special Education

This action was taken with the understanding that the following individuals will be offered a contract for the 2023-24 school year as follows:

Name FTE Position
-------------------

Legros, Marckileine	1.0 - 197  days	Guidance Counselor
Rhoades, Ian	.80	English/Language Arts
Turnquist, Ryan	1.0 - 197  days	Guidance Counselor

#### 9. Items for Information

- a. <u>Enrollment Report</u>. Superintendent Hillmann and Director Mertesdorf reviewed the April 2023 enrollment report.
- b. National Teacher Appreciation Week is May 8–12, 2023. Teacher Appreciation Week is celebrated in the first full week of May and is our chance to say thank you to those that play or have played such a huge role in our lives. We recognize the dedicated educators across the country, in our state, and in our district, and the lasting contributions they make to our lives.
- c. <u>Graduation Update</u>. ALC graduation is scheduled at 6:00 p.m. on Friday, June 2 in the Middle School Auditorium. Northfield High School's graduation is scheduled at 2:00 p.m. on Sunday, June 11 at Memorial Field.

#### 10. Future Meetings

- a. Monday, May 1, 2023, 5:15 p.m., Special Closed Board Meeting, Northfield DO Boardroom
- b. Monday, May 8, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- c. Monday, May 22, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

### 11. Adjournment

On a motion by Quinnell, seconded by Miller, the board unanimously approved to adjourn at 8:32 p.m.

Amy Goerwitz School Board Clerk

### NORTHFIELD PUBLIC SCHOOLS School Board Minutes

May 1, 2023 District Office Boardroom

#### 1. Call to Order

Board Chair Claudia Gonzalez-George called the Special Closed meeting of the Northfield Board of Education of Independent School District No. 659 to order at 5:16 p.m. Present: Butler, Coleman, Gonzalez-George, Miller and Nelson. Absent: Goerwitz and Quinnell. Also present was Superintendent Dr. Matt Hillmann, Director of Human Resources Molly Viesselman, Director of Finance Val Mertesdorf, and Executive Administrative Assistant Anita Aase.

- 2. Item for Discussion and Reports
  - a. Negotiation Strategy. The board discussed negotiation strategy.
- 3. Adjournment

On a motion by Coleman, seconded by Nelson, the board unanimously approved to adjourn at 6:23 p.m.

Amy Goerwitz School Board Clerk

### NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

This agreement made this 25th day of April, 2023, by and
between <u>Cannon River Sportsmen's Club</u> ,
hereinafter the "Donor", and Independent School District No. 659,
Northfield, Minnesota, pursuant to the District's policy for receiving gifts
and donations, as follows:
TERMS  \$1,000.00 donation for B.A.S.S. Fishing, check# 2041.
Cannon River Sportsmen's Club Donor By: Received in Community Services office
By: Received in Community Services office
Approved by resolution of the School Board on the $8$ day of $9$ day of $9$ .
INDEPENDENT SCHOOL DISTRICT No. 659
By:
Clerk

### NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

ı£.
This agreement made this $5^{th}$ day of $4pvil$ , $2023$ , by and
between Pillsbury Family Charitable Fund of the Fidelity Charitable
hereinafter the "Donor", and Independent School District No. 659,
Northfield, Minnesota, pursuant to the District's policy for receiving gifts
and donations, as follows:
TERMS \$1,000.00 for the Nancy Pillsbury Scholarship, EFT payment.
Pulsbury Family Charitable Fund of the Fidelity Chantal
By: Received in District office
Approved by resolution of the School Board on the $\frac{g}{d}$ day of $\frac{May}{d}$ , $\frac{2023}{d}$ .
INDEPENDENT SCHOOL DISTRICT No. 659
By:
Clerk

### NORTHFIELD SCHOOL DISTRICT GIFT AGREEMENT

	This agreement made this 25th day of April, 2023, by and
	between Northfield Fine Arts Booster,
	hereinafter the "Donor", and Independent School District No. 659,
	Northfield, Minnesota, pursuant to the District's policy for receiving gifts
	and donations, as follows:
\$2,010.58	Transportation reintersement for vocal activities, check#2006; #2007
	Northfield Fine Arts Booser Donor
	By: Received in High School office
	Approved by resolution of the School Board on the day of Muy, 2023
	INDEPENDENT SCHOOL DISTRICT No. 659
	By:
	Clerk

### **RESOLUTION ACCEPTING DONATIONS**

The	he following resolution was moved by and seconded by:	
distri that l of pu	<b>THEREAS,</b> Minnesota Statutes 123B.02, Sub. 6 provides: "The board may receive, for the benefit of strict, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designa at behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit thereof, including trusts created to provide pupils of the district with advanced education after empletion of high school, in the advancement of education."; and	ted. In nefit
grant accor religi	HEREAS, Minnesota Statutes 465.03 provides: "Any city, county, school district or town may accept rant or devise of real or personal property and maintain such property for the benefit of its citizens in coordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or a ligious or sectarian purposes. Every such acceptance shall be by resolution of the governing body ado a two-thirds majority of its members, expressing such terms in full."; and	ise for
	<b>HEREAS,</b> every such acceptance shall be by resolution of the governing body adopted by a two-thir ajority of its members, expressing such terms in full;	ds
	HEREFORE, BE IT RESOLVED, that the School Board of Northfield Public Schools, ISD 659, ratefully accepts the following donations as identified below:	
• \$	\$1,000.00 for B.A.S.S. fishing from Cannon River Sportsmen's Club \$1,000.00 for the Nancy Pillsbury Scholarship from Pillsbury Family Charitable Fund of the Fidelity \$2,010.58 transportation reimbursement for vocal activities from Northfield Fine Arts Booster	7 Charitable
Aye: Nay:		
Whe:	Thereupon, said Resolution was declared duly adopted.	
By:	y: Claudia Gonzalez-George, Chair By: Amy Goerwitz, Clerk	



### Community Education 2023-24 Preliminary Budget Presentation

Erin Bailey, Director of Community Education

Presented to the Board on 4.24.2023

### 2022-23 Revised Budget

The revised budget reflects the impact of increased enrollment in some fee based programs and federal funds distributed to childcare sites.

Fund Balance as of June 30, 2022	\$ 780,179
Revenues	\$3,584,293
Expenditures	<b>\$3,445,819</b>
Revenue over expenditures for FY 23	\$ 138,474
Projected total fund balance as of June 30, 2023	\$ 918,653

### 2023-24 Proposed Budget

The FY 24 Community Education proposed preliminary budget was developed with input from each program area coordinator.

#### **Timeline**

- 1. The budget was reviewed at the April 18, 2023 meeting of the Community Education Advisory Council.
- 2. At the April 18, 2023 meeting, the Community Education Advisory Council voted unanimously to recommend the budget to the School Board.
- 3. The recommended budget will be presented to the School Board at their April 24, 2023 meeting.
- 4. All school district budgets will be approved at the June 12, 2023 School Board meeting.

#### <u>Assumptions</u>

The FY 24 (2023-24) Community Education proposed preliminary budget is based on the following assumptions:

#### Revenues

- 1. Slight increase in revenue for fees based on the activity in FY 23.
- 2. Federal childcare stabilization funds end in June 2023...
- 3. Continuation of Pathway I and II Early Learning Scholarship funding.
- 4. Several grant applications.

#### Expenditures

- 1. Appropriate increases in salaries, wages and insurance.
- 2. Appropriate staff support for all children.
- 3. In Hand in Hand Preschool, the addition of a 2-day a week preschool section.

#### Community Education FY 24 Budget

Projected Fund Balance as of June 30, 2023	\$ 918,653
Revenues	\$3,333,364
Expenditures	<b>\$3,463,457</b>
Revenue over expenditures for FY 24	\$ (130,093
Projected total fund balance as of June 30, 2024	\$ 788,560

# Community Education

2023-24 Preliminary Budget Presentation April 24, 2023



### Principles of Community Education

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





### Community Education Program Components

### **Adult Learning**

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

### **Youth Programs**

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

### **Community Programs/Partnerships**

- Facility Use
- Community Schools at Greenvale Park, Bridgewater and Spring Creek Elementary Schools
- Healthy Community Initiative Early Childhood Navigators, CCAP Navigator & Ready for Kindergarten Action Team
  - Community Action Center Onsite food shelf and food distribution

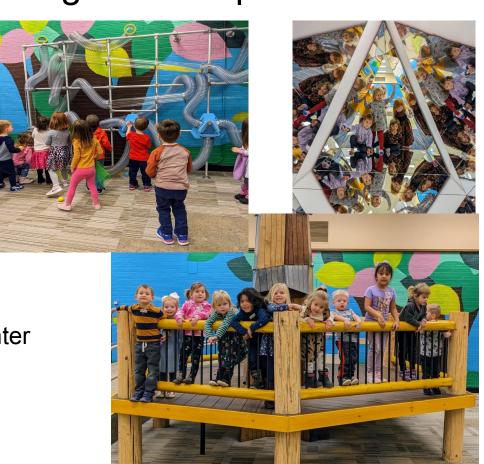


### Community Education Program Components

### **Early Childhood**

- Early Childhood & Family Education
- Early Childhood Screening
- Hand in Hand Preschool and Bridges to Kindergarten
- Ready for Kindergarten Action
   Team
- Early Ventures Child Care Center
- Recreation





### 2022-23 Budget Revision

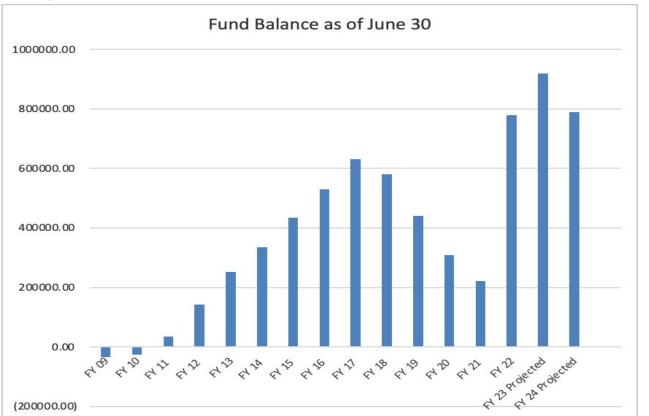
	2020-21	2021-22	2022-23	2022-23
	Actual	Actual	Adopted	Revised
Beginning Balance	\$308,736	\$221,682	\$427,336	\$780,179
Revenue	\$2,620,337	\$3,915,255	\$3,093,342	\$3,584,293
Expenditures	\$2,707,391	\$3,356,758	\$3,297,216	\$3,445,819
Ending Balance	\$221,682	\$780,179	\$223,462	\$918,653
_				
General Community Ed	-\$170,366	\$369,736	-\$209,414	\$452,503
ECFE	\$233,407	\$297,925	\$285,008	\$319,149
School Readiness	\$136,944	\$92,001	\$124,216	\$132,628
Unreserved	\$21,697	20,517	\$23,652	\$14,373
Ending Balance	\$221,682	780,179	\$223,462	\$918,653
Fund Balance Goal (14%)	\$379,035	\$469,946	\$461,610	\$482,414

## Community Education Budget Goals

To work toward an overall fund balance that equals 14% of Community Education's operating expenses. This is approximately \$482,414. We want to achieve this with all funds having positive balances.



### Community Education Fund Balance History





### Community Education FY 24 Budget Assumptions

### Revenues

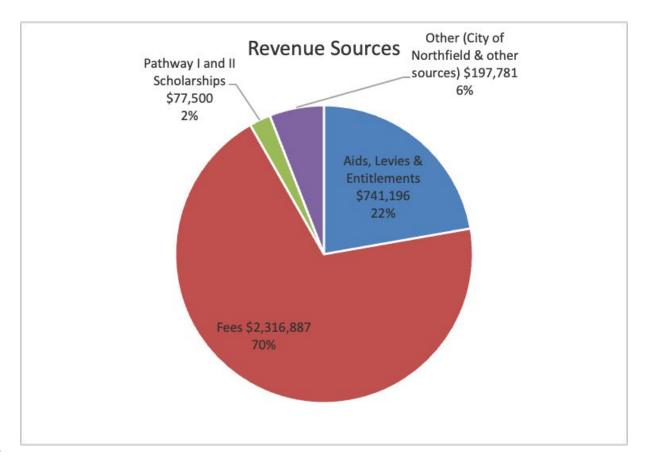
- Slight increase in revenue for fees based on the activity in FY 23.
- Federal childcare stabilization funds end in June 2023.
- Continuation of Pathway I and II Early Learning Scholarship funding.
- Several grant applications

### **Expenditures**

- Appropriate increases in salaries, wages and insurance.
- Appropriate staff support for all children.
- In Hand in Hand Preschool, the addition of a 2-day a week preschool section.



### 2023-24 Revenue Sources





### **Revenue Summary**

	2020-21 Audit	2021-22 Audit	2022-23 Revised	2023-24 Proposed
Levy	\$413,302	\$416,244	\$428,563	\$440,332
State Aid	\$301,514	\$286,269	\$302,952	\$300,864
Federal Aid	\$175,900	\$627,781	\$209,975	\$0
Local Sources	\$2,110,599	\$3,001,208	\$3,071,366	\$3,032,500
Total Revenue	\$2,588,013	\$3,915,258	\$3,584,293	\$3,333,364



### **Expenditure Summary**

	2020-21 Audit	2021-22 Audit	2022-23 Revised	2023-24 Proposed
Salaries	\$1,842,937	\$2,241,742	\$2,123,635	\$2,186,486
Benefits	\$570,009	\$643,499	\$716,753	\$740,974
Purchased Services	\$204,874	\$369,198	\$460,020	\$448,562
Supplies and Dues	\$52,665	\$83,594	\$83,514	\$83,535
Capital and Equipment	\$4,583	\$18,727	\$61,897	\$3,900
Total Expenditures	\$2,675,068	\$3,356,760	\$3,445,819	\$3,463,457



<b>Financial</b>	<b>Summary</b>
------------------	----------------

	2020-21 Audit	2021-22 Audit	2022-23 Revised	2023-24 Proposed
Revenue	\$2,588,013	\$3,915,258	\$3,584,293	\$3,333,364
Expenditures	\$2,675,068	\$3,356,760	\$3,445,819	\$3,463,457
Net	-\$87,055	\$558,498	\$138,474	-\$130,093
Beginning Balance	\$308,736	\$221,681	\$780,179	\$918,653
Ending Balance	\$221,681	\$780,179	\$918,653	\$788,560
General Community Ed	-\$170,366	\$369,736	\$452,503	\$284,803
ECFE	\$233,407	\$297,925	\$319,149	\$333,084
School Readiness	\$136,944	\$92,001	\$132,628	\$162,908
Unreserved	\$21,697	\$20,517	\$14,373	\$7,765
Ending Balance	\$221,682	\$780,179	\$918,653	\$788,560
Fund Balance Goal (14%)	\$374,510	\$469,946	\$482,415	\$484,884



### **Variables**

- Actual Program Enrollments
- Fee Collection
- Numerous legislative bills that would impact funding or have an increase to expenses



### Greenvale Park Community School

FY 23 Funding		
21st Century Community Learning Center grant	\$124,489	
Northfield Public Schools	\$0	
Northfield SHARES	\$0	
Ignite Grant	\$17,500	
Total Funding	\$141,989	
FY 24 Funding		
Northfield Public Schools	\$0	
21st Century Community Learning Center grant	\$124,489	



### Out of School Time Support Open to All Youth

- Greenvale Park Community School and Middle School Youth Center (MSYC)
  - After School and Evening Programming at GVP Community School
  - After School Programming at MSYC
- Expansion Sites Bridgewater Community School and Spring Creek Community School
  - After School Programming
  - ½ Year Evening Programming paused after staffing changes
- Deliveries include STEM, Homework Help, Arts & Music, Youth Leadership, Physical Activity, Counseling Programs, Health & Wellness, Literacy, Community/Service Learning, Cultural Programs



# Northfield Community School Participation & Attendance (as of April 17, 2023)

<u>Attendance</u>	<u>50+ Hours</u>	<u>1+ Hour</u>
BW Community School	76 students	335 students
GVP Community School	46 students	300 students
SC Community School	43 students	163 students
MSYC	37 students	159 students
Total	205 students	866 students



# **Questions & Comments**





#### SPECIAL SERVICES

201 Orchard Street South Northfield, MN 55057 PH 507.645.3410 • Fax 507.645.3404 nnn.northfieldschools.org

TO: School Board Members

Dr. Hillmann, Superintendent

FROM: Cheryl Hall

DATE: April 24, 2023

RE: Request to Increase FY24 Special Education FTE

I am requesting the school board consider approval to hire an additional 1.8 Licensed FTE for 2023-2024 school year.

**Rationale:** Changes in special education needs across the district are impacting the required FTE to meet required special education services of students.

- 1. December 1st childcount has increased from 688 students to 693 this school year.
- 2. 55 Early Childhood Special Education (ECSE) students transitioning to Kindergarten in the fall of 2023 with higher needs for specialized programs and staff to meet the needs at our elementary programs. Adding a Setting 3 Neurobiological (NB) program at Bridgewater to meet the needs of students with Autism/NB disabilities. The Spring Creek NB program does not have the capacity to meet this need. This will keep students in their neighborhood school.
- 3. Continued increase of referrals for ECSE Evaluation and Intervention and increase in Hand in Hand Integrated preschool classes and caseload requirements, and provide staff to student ratios meet those needs.
- 4. High School special education numbers are increasing from 145 students in SY22-23 to 171 SY23-24. The incoming 9th grade cohort is larger than the graduating senior cohort. This is one additional special education teacher caseload. This increase also impacts the number of evaluations required and especially for the large number of 9th grade students in the area of transition, as well as the related services at this level, such as school social work and school psychologist workloads. NASP recommended ratio of school Psychologists to Special education students is 1 to 150.
- 5. New School Psychologist Intern at NCEC and Tier 2 School Psychologist at the HS require additional supervision from a qualified school psychologist.
- 6. Cost savings are realized by discontinuing contracted school psychologist services this current school year. (Intern salary and continuing Psychometrist vs contracted services salary)

### **Anticipated budget impact:**

Psychometrist (HS/Districtwide) 4 hrs/day: \$56,479 with approximately 55% of the salary reimbursed through special education revenue for a net cost of \$25,416.

Special Education Teacher 1.8 FTE: \$198,000 salary and benefits with approximately 55% of salary reimbursed through special education revenue for the net cost of \$89,100.

# Northfield Special Education Projections and Staffing

April 24, 2023

Cheryl Hall, Director of Special Services Sara Pratt, Assistant Director of Special Services

### **PURPOSE**

- → SHARE DATA TO INCREASE UNDERSTANDING OF THE REQUIRED WORKLOAD ANALYSIS AND SPECIAL EDUCATION PROJECTIONS TO DETERMINE APPROPRIATE SPECIAL EDUCATION STAFFING LEVELS
- → ALIGN SPECIAL EDUCATION BUDGETING PROCESS WITH STRATEGIC COMMITMENTS:
  - ◆ LEARNER OUTCOMES
  - ◆ EQUITY
- → REQUEST INCREASE IN FTE FOR LICENSED AND NON-LICENSED STAFF

# MN Rule and Model School Board Policy

- Caseloads for school-age educational service alternatives. <u>Minn. Rule 3525.2340, Subp.</u>
   4.B.
  - Subp. 4, B.: For pupils who receive direct special education 60 percent or less of the instructional day, the school district must establish a board-approved policy for determining workload limits for special education staff based on student contact minutes, evaluation and reevaluation time, indirect services, IEPs managed, travel time, and other services required in the IEPs of eligible students.

## MSBA/MASA Model Policy 427

"Workload" means a special education teacher's total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

## Maintenance of Effort (MOE)

IDEA requires that Federal Funds ".... may not be used to reduce the level of expenditures for the education of children with disabilities made by the LEA (state) and local funds below the level of those expenditures for the preceding fiscal year.

(34 Code of Federal Regulations (C.F.R. section 300.203)

## MOE Exceptions: allowable reductions

- 1. The voluntary departure, retirement of, departure for just cause, of special education or related services personnel.
- 2. A decrease in enrollment of children with disabilities.
- 3. A Child, as part of a high cost program, moves, leaves the district, ages out, or no longer is in need of the program. (Cost must be 1.5 X the average cost for special education students)

# Special Services Stewardship 2022-23

- → Shifted unfilled EA FTE allocated when a new need was identified due to unanticipated student changes, i.e. newly qualified, open enrolled or new students who moved into the district.
- Refocused efforts to increase independence of secondary students in the general education setting by focusing on building skills and assigning EAs differently. Such as training staff and students to use assistive technology to provide access to reading accommodations and decreasing the need for an adult reader.
- → When we have decreased student numbers in a program, we shift licensed/non-licensed staff to another position/building.
  - Low Incidence at MS shifted to HS for 1 year due to combination of students moving and transitioning to the High School.
  - ◆ DHH Teacher FTE shifted to MS resource to provide reading instruction.
  - ◆ Prairie Creek Community School purchased available Vision Teacher FTE from Northfield.
  - ◆ B-3 Teachers and ECSE Coordinator help with Increased 3-5 evaluations when referrals have increased.
  - When CVSEC is not able to accept referred students due to staffing issues, we utilized space differently at Spring Creek and reassigned staff and schedules to accommodate.
- → Utilize Region 10 Low Incidence Projects funding and resources to increase staff skills and access materials
  - improving student outcomes in setting 3 EBD and reducing referrals to Setting IV.
  - Staff trained as trainers for Safety Care and CPR.
  - ♦ LETRS training for Special Ed Instructional Coach.
  - Group Buys for software curriculum at lower cost through Infinitec.

# Special Education Leadership and Staff

- <u>Director</u>: Cheryl Hall
- Assistant Director: Sara Pratt
- ECSE Coordinator: 1 Teachers on Special Assignment (TOSA)
- <u>Behavior/ASD Specialist:</u> 1 BCBA/Special Ed Teacher
- Staff Members in Department

```
ECSE 8.6
Elementary 26.3
Middle School 9.5
High School 11.4
Itinerant 7.5 ( PT, OT/AT, VI, DHH, P/HD)
Other 2.5 (ex: Admin Assistants, Due process clerical, Psychometrist )
```

Additional Areas under Special Services: Health Services, Title I, ADSIS, 504, Homeless Liaison

### FY 24 SPECIAL EDUCATION PROJECTED ENROLLMENT and FTE Changes

	# OF STUDENTS	+/- LICENSED FTE	+/- EA/PCA FTE
NCEC	88	0	TBD
BW	95	+ 1.0 FTE ( New)	+2.75 hrs/day
GVP	94	+ .5 FTE (New)	+1.0 hrs/day
sc	78	0	+6.75 hrs/day
MS	126	+ 1.0 FTE (Txfr) (3 FTE EA Trade approved 4/10/23)	-37.125 hrs/day ( -5.5 FTE)
HS ALC	171 12	+ 1.3 FTE ( New) + 1.0 FTE (Txfr) (3 FTE EA Trade approved 4/10/23 for 1.0 HS EA Trade)	-27.0 hrs/day (4.0 FTE)
Portage K-12	(25 K-12 students could enroll in person)	- 1.0 FTE Program Reduction	-6.75 hrs/day
Total	689 ( 18% K-12)	1.8 FTE INCREASE to Budget (3.8 actual Staff Increase trade in of 6 EAs for 2.0 FTE)	( -60.375 hrs/day)

## FY24 Average Projected Caseload staff to students Ratios

Program	NCEC	BW	GVP	SC	MS	HS	ALC
B-3 ECSE	1:4.8*	NA	NA	NA	NA	NA	NA
Resource	1:18*	1:11	1:12	1:13	1:15	1:24	0.5:15
EBD 2/3	0	1:12	1:8	NA	1:3	1:9	NA
DCD 2/3	NA	NA	1:11	NA	1:8	1:12	NA
ASD or NB 2/3	7	1:5	NA	1:5	1:19	1:14	NA
LI 2/3	NA	NA	NA	1:6	1:2	1:6	NA
Speech	1:31	1:35	1:20	1:14	1:21	0.2 :2	NA
DAPE	NA	0.06:3	.06:7	0.6:12	0.2:4	0.2:7	NA
DHH	0.5:5 DISTRICT WIDE 0.5:3						NA
Vision*	0.5 :8 DISTRICT WIDE +(CONTRACT FOR PCCS)						

## Northfield Public Schools Cross Subsidy Calculation

	FY 23 Budget	FY22 Audit	FY21 Audit	FY20 Audit	FY19 Audit
Total Expenditures	\$ 13,485,891	\$ 13,435,906	\$ 12,228,873	\$ 12,640,477	\$ 12,384,691
State Aid	\$ 7,503,947	\$ 6,548,954	\$ 7,547,833	\$ 6,392,028	\$ 5,898,651
Federal Aid	\$ 773,000	\$ 777,426	\$ 798,657	\$ 770,173	\$ 809,391
Medicaid Reimbursement	\$ 325,000	\$ 468,848	\$ 330,805	\$ 236,646	\$ 266,301
Total Revenue	\$ 8,601,947	\$ 7,795,227	\$ 8,677,295	\$ 7,398,847	\$ 6,974,343
Special Education Cross Subsidy	\$ 4,883,944	\$ 5,640,678	\$ 3,551,578	\$ 5,241,630	\$ 5,410,348

# Special Education Finance Changes

In 2020 the Legislature changed the Special Education Funding Formula that can benefit districts

- Removed the Special Education CAP on expenditure increases from one year to the next.
- School Districts can move staff who had been coded under Federal Funds to State Special Education Funding.
- Shifting allows Tuition Billing (Unreimbursable costs under state funding) to be be paid through Federal Special Education Funds that are 100% reimbursable.
- This is a one time benefit to the district in reducing the cross subsidy for the district.

## Example

### **Federal Funding**

### State Funding

#### 2022-23

Director of Special Services Assistant Director of Special Services Administrative Assistant for Special Services .5 FTE of Accounting Generalist .5 FTE of Due Process ECSE Clerical Supplies and materials

### 2022-23 Cost funded by Local Dollars

Unreimbursed by Special Education \$

Tuition billing  $\sim$  \$1,100,000.

Supplies and materials

#### 2023-2024

100% Reimbursed Up to total Federal Allocation (FY 23 \$780,000) of Special Education Tuition billing prior year.

# 2023-2024 Reimbursed by state special education approx. 55%

Director of Special Services
Assistant Director of Special Services
Administrative Assistant for Special Services
.5 FTE of Accounting Generalist
.5 FTE of Due Process ECSE Clerical

## Are there Disadvantages or Risks?

- Increases Level of MOE and risk of not being able to reduce the budget in the future
- The reimbursement is not immediate (current year) as there is a one year delay in receiving funds (funding is based on prior year expenditures).
  - Year one- is considered a break even year.

## **SEAC Advisory Input**

Continue to provide special education staffing levels to assure programs and IEP requirements are met.

Concern shared about eliminating some EA positions and impact on student accommodations

### Focus on Activities that promote Inclusion of students with disabilities

- Can there be an accessibility specialist to support modification/accommodation of curriculum in the general education classrooms?
- ♦ Best Buddies Program: success at the high school level during Flex ( no added cost to programming)
- ◆ Consider expanding Best Buddies at all grade levels
- ♦ Start slow and grow as success is realized





• Questions?

Thank You

## Common Special Education Acronyms

ADA	Americans with Disabilities Act	DHH	Deaf/Hard of Hearing
ALC	Alternative Learning Center	DHS	Minnesota Department of Human Services
ALEX	Alexander Learning Academy	DPA	Minnesota Data Privacy Act
ASD	Autism Spectrum Disorder	EA	Educational Assistant
AT	Assistive Technology	ECSE	Early Childhood Special Education
CAC	Community Alternative Care	EBD	Emotional/Behavior Disability
CADI	Community Alternatives for Disabled Individuals	EL	English Language
CCAP	Child Care Assistance Programs	EPD	Employed Persons with Disabilities
CCRR	Child Care Resource and Referral	ER	Evaluation Report
CD	Chemical Dependency	ES	Employment Services
CS	Child Support	ESL	English as a Second Language
CVSEC	Cannon Valley Special Education Cooperative	ESY	Extended School Year
DAPE	Developmental Adapted Physical Education	FC	Foster Care
DB	DeafBlind	FAPE	Free Appropriate Public Education
DCD	Developmental Cognitive Disability	FBA	Functional Behavior Assessment
DD	Developmentally Disabled	FERPA	Family Educational Rights and Privacy Act
DEED	Department of Employment and Economic	FT	Fulltime
	Development	GED	General Education Diploma
		GVP	Greenvale Park Elementary

# Acronyms continued

НН	Household	MSAB	Minnesota State Academy for the Blind
HHS	Health and Human Services	MSAD	Minnesota State Academy for the Deaf
HIPAA	Health Insurance Portability and Accountability	MTSS	Multi-Tiered Systems of Support
Act	,	NB	Neurobiological
IEP	Individualized Educational Program	NHS	Northfield High School
IFSP	Individual Family Service Plan	NMS	Northfield Middle School
IHS	Indian Health Services	NPS	Northfield Public Schools
IMD	Institution for Mental Diseases	O&M	Orientation and Mobility
INS	Immigration and Naturalization Services	OHD	Other Health Disabilities
LEP	Limited English Proficiency	OT	Occupational Therapy
LI	Low Incidence	PA	Public Assistance
LOC	Level of Care	PBIS	Positive Behavior Interventions and Supports
LRE	Least Restrictive Environment	PCA	Personal Care Attendant
MA	Medical Assistance	PHD	Physical Health Disabilities
MDE	Minnesota Department of Education	PI	Physical Impairment
MDH	Minnesota Department of Health	РТ	Physical Therapy
MI	Mentally Ill	PT	Part-time
MSA	Minnesota State Academies	RtI	Response to Intervention
		SLD	Specific Learning Disabilities
		SLP	Speech Language Pathologist

# Acronyms continued

SMI Severely Multiply Impaired

SPS Student Preparation for Success

SST Student Support Team

STEP Secondary Transition Education Program

SUN Students with Unique Needs

TBI Traumatic Brain Injury

VI Visually Impaired

# RESOLUTION PROPOSING TO PLACE ON UNREQUESTED LEAVE OF ABSENCE

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

- 1. That it is proposed that {teacher name}, a teacher of said school district, be placed on a {amount of FTE} FTE unrequested leave of absence without pay or fringe benefits, effective at the end of the 2022-23 school year, pursuant to M.S. 122A.40, Subdivision 10 and Article XIV of the Master Agreement.
- 2. That written notice be sent to said teacher regarding the proposed placement on unrequested leave of absence without pay or fringe benefits as provided by law and said notice shall be in substantially the following form:

## NOTICE OF PROPOSED PLACEMENT ON UNREQUESTED LEAVE OF ABSENCE

Dear {Teacher}:

You are hereby notified that at the regular meeting of the School Board of Independent School District No. 659 held on May 8, 2023, consideration was given to your placement on a {amount of FTE} FTE unrequested leave of absence without pay or fringe benefits as a teacher of Independent School District No. 659, and a resolution was adopted by a majority vote of the Board, proposing your placement on unrequested leave of absence effective at the end of the 2022-2023 school year, pursuant to Minnesota Statutes 122A.40, Subdivision 10 and Article XIV of the Master Agreement, on one or more of the following grounds:

• Discontinuance of position, lack of pupils, and financial limitations.

Your proposed placement on unrequested leave of absence is not the result of the implementation of an education district agreement.

You will be granted a hearing before the School Board concerning the proposal to place you on unrequested leave of absence, provided that you make a request in writing within fourteen (14) calendar days after receipt of this notice. If no hearing is requested within such a period, it shall be deemed acquiescence by you to the School Board's proposed action. If such hearing is requested, it shall be held between May 31, 2023, and June 3, 2023, and you will be given further notice as to the specific date, time and location of the hearing.

Yours very truly,

SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 659

3. That each and all of the foregoing grounds of said notice are within the grounds for unrequested leave placement as set forth in M.S. 122A.40, Subdivision 10 and Article XIV of the Master Agreement and are hereby adopted as fully as though separately set forth and resolved herein.

Dated this 8th day of May, 2023

SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 659

Chairperson	Clerk