INDEPENDENT SCHOOL DISTRICT NO. 659 REGULAR SCHOOL BOARD MEETING

Monday, August 14, 2023 ~ 6:00 p.m. ~ Regular Board Meeting Northfield District Office Boardroom Zoom Link, Passcode: 549711

AGENDA

Board Member Ben Miller will participate remotely from this location: Caribou Highlands Lodge, 371 Ski Hill Rd., Lutsen, MN 55612 | Lobby

- 1. Call to Order
- 2. Agenda Approval/Table File
- 3. Public Comment
- 4. Announcements and Recognitions
- 5. Items for Discussion and Reports
 - a. Community Education Continuous Improvement Plan
 - b. Area Learning Center Continuous Improvement Plan
 - c. Sharing Our Roots Contract
 - d. LMR Media Contract
 - e. Grant Writer Proposal
 - f. Proposal to Maintain the Seven Period Day at Northfield Middle School
- 6. Consent Agenda
 - a. Minutes
 - b. Gift Agreements
 - c. Financial Reports
 - d. Policy Revisions Due to Changes in Law
 - e. Girls Volleyball Non-Exclusive Cooperative Sponsorship with Arcadia Charter School
 - f. Contracts for Translation Services
 - g. Personnel Items
- 7. Items for Individual Action
 - a. Policy Committee Recommendations
 - b. Benjamin Bus Contract Terms for 2023-2025
- 8. Items for Information
 - a. Staff Breakfast and Program
 - b. 2023-24 e-Learning Plan
- 9. Future Meetings
 - a. Monday, August 28, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
 - b. Monday, September 11, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
 - c. Monday, September 25, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- 10. Closed Session: Labor Negotiations Strategy (Minnesota Statute 13D.03)
- 11. Adjournment

NORTHFIELD PUBLIC SCHOOLS MEMORANDUM

Monday, August 14, 2023 ~ 6:00 p.m. ~ Regular Board Meeting Northfield District Office Boardroom Zoom Link, Passcode: 549711

Board Member Ben Miller will participate remotely from this location: Caribou Highlands Lodge, 371 Ski Hill Rd., Lutsen, MN 55612 | Lobby

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

RE: Explanation of agenda items for Monday, August 14, 2023, regular school board meeting

- 1. Call to Order
- 2. Agenda Approval/Table File
- 3. Public Comment

Public comment for this school board meeting may be made in person at the beginning of the meeting and must comply with the district's public comment guidelines.

- 4. Announcements and Recognitions
- 5. Items for Discussion and Reports
 - a. Community Education Continuous Improvement Plan. Director of Community Education Erin Bailey will present to the board the continuous school improvement plan for Community Education. The presentation will include a progress report on the goals set for the 2022-2023 school year as well as new goals set for the 2023-2024 school year.
 - b. <u>Area Learning Center (ALC) Continuous Improvement Plan.</u> Daryl Kehler, Director of the ALC, will present to the board the continuous school improvement plan for the ALC. The presentation will include a progress report on the goals set for the 2022-2023 school year as well as new goals set for the 2023-2024 school year.
 - c. Sharing Our Roots Contract. Northfield Public Schools has been a part of the community project Sharing Our Roots. Sharing Our Roots includes a community garden space that is on the district's property. As Sharing Our Roots has grown they have been awarded grants to make their gardening more sustainable for the community members that use the garden. Sharing Our Roots has grant funds that will cover the installation and usage of water from the Northfield Community Education Center building. The basis of the contract is to formalize both parties' commitments to further the project and reduce questions about commitments from either party. This will be an item for individual action at the next board meeting.
 - d. <u>LMR Media Contract</u>. Dr. Hillmann will present an updated advertising contract with LMR Media. This will be an item for individual action at the next board meeting.
 - e. <u>Potential Grant Writer</u>. Superintendent Hillmann will propose that the district hire a 0.50 FTE grant writer position. The omnibus education bill includes more than \$230 million in competitive grants over the next two years. This position could help secure funds to advance our strategic plan, commitments, and benchmarks. This will be an item for individual action at the next board meeting.
 - f. Proposal to Maintain the Seven Period Day at Northfield Middle School. Superintendent Hillmann and Northfield Middle School principal Greg Gelineau will present a proposal to maintain the middle school's seven period day beyond 2023-24 while still making the 2.0 FTE budget reduction target set in the 2023-24 priority based budget reduction plan. This will be an item for individual action at the next board meeting.
- 6. Consent Agenda

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

- a. <u>Minutes</u>. Minutes of the Regular School Board meeting held on July 10, 2023.
- b. <u>Gift Agreements</u>. Gift agreements to be approved are attached.

c. Financial Reports

<u>Financial Report - April 2023</u>. Director of Finance Mertesdorf requests the board approve paid bills totaling \$2,953,114.19, payroll checks totaling \$3,475,589.39, a wire transfer totaling \$650,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$1,350,000.00 from Frandsen Sweep to Frandsen General, and the financial reports for April 2023. At the end of April 2023 total cash and investments amounted to \$18,993,057.86.

<u>Financial Report - May 2023</u>. Director of Finance Mertesdorf requests the board approve paid bills totaling \$2,039,841.89, payroll checks totaling \$3,595,383.22, a wire transfer totaling \$250,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$650,000.00 from Frandsen Sweep to Frandsen General, and the financial reports for May 2023. At the end of May 2023 total cash and investments amounted to \$24,398,481.84.

d. Policy Revisions Due to Changes in Law

The revisions to policies 406, 504, 515, 603, 613, 616, 620, and 624 create substantive change or additions to existing policies. The revisions are directly related to changes in federal or Minnesota law and recommended by the Minnesota School Boards Association. Because the district endeavors to have policy align with state and federal law it is recommended that the board adopt the substantive revisions presented. These policies will continue to be evaluated as scheduled in the board's policy review cycle.

- e. <u>Girls Volleyball Non-Exclusive Cooperative Sponsorship with Arcadia Charter School</u>. The board is requested to approve the non-exclusive cooperative sponsorship with Arcadia Charter School for girls volleyball beginning with the 2023-2024 school year.
- f. <u>Contracts for Translation Services</u>. Administration is requesting board approval of two agreements for translation services.
 - i. An agreement between Northfield Public Schools and Mar Valdecantos for translation services effective July 1, 2023 through June 30, 2025 at a cost of \$18,060 annually July 1, 2023 June 30, 2024 and \$18,600 annually July 1, 2024 June 30, 2025.
 - ii. An agreement between Northfield Public Schools and Nancy Veverka for translation services effective July 1, 2023 through June 30, 2024 at a cost of \$2,580.

g. Personnel Items

i. Appointments

- 1. Kirsten Anderson, Special Ed EA PCA for 6.75 hours/day at Spring Creek, beginning 9/5/2023. Step 4-\$18.05/hr. + \$2,500 PCA Stipend.
- 2. Chelsea Bischoff, 1.0 FTE First Grade Teacher at Bridgewater, beginning 8/24/2023-6/6/2024. MA, Step 6.
- 3. Linnea Bollum, 1.0 FTE Health Teacher at the Middle School, beginning 8/22/2023. BA, Step 1.
- 4. Chad Claybaugh, Assistant Boys/Girls Cross Country Coach at the High School, beginning 8/14/2023. \$4,062
 Subject to change upon settlement of the NEA agreement.
- 5. Charles Cogan, .40 FTE French Teacher at the High School, beginning 8/23/2023. BA, Step 3.
- 6. Michele Cruz, Child Nutrition Associate I for 5 hours/day at the High School, beginning 8/24/2023. \$20.84/hr
- 7. Robyn Dietz, Senior Class Co-Advisor at the High School, beginning 8/23/2023. \$1,944 stipend-subject to change upon settlement of the NEA agreement.
- 8. Sarah Graff, Child Nutrition Associate I for 3.25 hours/day at Bridgewater, beginning 8/24/2023. \$20.84/hr.
- 9. Andrea James, Special Ed EA PCA 7 hours/week at the NCEC, beginning 8/28/2023. Step 2-\$17.03/hr.
- Lorraine Linehan, Child Nutrition Associate I for 3 hours/day at the Middle School, beginning 8/24/2023.
 \$20.84/hr.
- 11. Victoria McKay, Child Nutrition Manager II at the Middle School, beginning 8/16/2023. \$25.39/hr + \$1, 200 longevity pay.
- 12. Heidi Melnychuk, Special Ed EA PCA for 6.75 hours/day at the High School, beginning 9/5/2023. Step 4 \$18.05/hr. + \$2,500 PCA Stipend.
- 13. Caleb Metras, Middle School Football Coach 7th/8th grade, beginning 8/21/2023. \$2,539, Step 2-subject to change upon the settlement of the 2023-25 NEA agreement.
- 14. Adeline Nelson, Hand In Hand Preschool Gen Ed EA for 4 hours/day at the NCEC, beginning 8/28/2023. Step 4-\$18.05/hr.
- 15. Xochitl Oaxaca, Special Ed EA PCA for 4 hours/day for 4 days/week at the NCEC, beginning 8/28/2023. Step 3-\$17.39/hr. + Prorated PCA Stipend.

- 16. Xochitl Oaxaca, General Ed EA at the NCEC for 3.25 hours/day Monday through Thursday, beginning 8/28/2023, Step 3 \$17.39/hour.
- 17. Marcus Parence, Middle School Football Coach 7th/8th grade, beginning 8/21/2023. \$2,539, Step 1-subject to change upon the settlement of the 2023-25 NEA agreement.
- 18. Sydney Rodgers, Kindergarten Teacher and Bridgewater Elementary, beginning 8/24/23, BA, Step 3.
- 19. Natasha Smith, Special Ed EA PCA for 3.75 hours/day and Supervisory EA for .50 hrs/day at Bridgewater, beginning 8/28/2023. Step 2 -\$17.03/hr. + Prorated PCA Stipend.
- 20. Rose Taylor, Special Ed EA PCA for 6.75 hours/day at Spring Creek, beginning 8/28/2023. Step 2 \$17.03/hr. + \$2,500 PCA Stipend.
- 21. Community Education Fall Brochure Instructors.

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

- 1. Kelsie Arch, Psychometrist at the High School, add Special Education EA/PCA for 10.5 hours/week at the NCEC beginning 8/28/2023, Step 4, \$18.05/hour.
- Adriana Bermudez, Special Ed EA at the NCEC, add Bridges to Kindergarten EA(general education) for 4 hrs/day at Greenvale Park, effective 8/10/2023-8/18/2023.
- 3. Adrianna Bermudez, Special Ed EA at the NCEC, add Bridges to Kindergarten (special education) for 3 hrs/day at Spring Creek Elementary.
- 4. Adriana Bermudez, Special Ed EA at the NCEC, add Gen Ed EA for extended day pre-school at the NCEC for .50 hours/day, effective 9/5/2023. Step 4-\$18.05/hr.
- 5. Kathleen Casson, 1.0 FTE German Teacher at the High School, add Senior Class Co-Advisor at the High School, effective 9/5/2023. \$300 stipend-subject to change upon settlement of the NEA agreement.
- 6. Rikki Drewitz, Special Ed EA at the Middle School, add Bridges to Kindergarten EA PCA for 7 hours/day at Bridgewater, effective 8/14/2023-8/18/2023.
- 7. Leah Driscoll, Special Ed Teacher ESY for 3.5 hours/day, change to Special Ed Teacher ESY for 7.75 hours/day with the District, effective 7/10/2023-8/3/2023.
- 8. Rafael Estrella, Art Teacher at the Middle School, add an overload in lieu of supervision for 87 student contact days for the 2023-24 school year.
- 9. Tyler Faust, Assistant Football Coach-Grade 8 at the Middle School, change to Head Football Coach-Grade 7 at the Middle School, effective 8/21/2023. \$3,047-subject to change upon the settlement of the 2023-25 NEA agreement.
- Connor Fitzloff, Special Ed EA PCA Extracurricular and Nonacademic Support with the District, change to Special Ed EA PCA for 6.75 hours/day at Bridgewater, effective 8/28/2023. Step 1-\$16.66/hr. + \$2,500 PCA Stipend.
- 11. Connor Fitzloff, Special Ed EA PCA for 6.75 hours/day at Bridgewater, add General Ed EA Supervision for 1.0 hour/day effective 8/28/2023.
- 12. Noelle Gilomen, CNA I for 3.75 hours/day at the High School, change to CNA I for 5 hours/day at the High School, effective 8/21/2023.
- 13. Leah Grisim, Special Ed Teacher ESY for 3.5 hours/day, change to Special Ed Teacher ESY for 7 hours/day at Spring Creek, effective 7/10/2023-8/3/2023.
- Stephanie Grundman, Kindergarten Teacher at Greenvale Park, change to Title I Teacher at Spring Creek, effective 8/24/2023.
- 15. Mary Harrity Davidson, .165 FTE Physical Education Teacher at the ALC, change to .33 FTE Physical Education Teacher at the ALC, effective 8/24/2023.
- 16. Mara Hessian, ESY Special Education EA/PCA for 3.5 hours/day, change to ESY Special Ed EA/PCA for 7.75 hours/day with the District, effective 7/10/2023-8/3/2023.
- 17. Alexa Hotz Zenk, FACS Teacher at the High School, change lane from BA30 step 7 to MA, Step 7
- 18. Monica Irwin, Special Ed EA at Greenvale Park, add .5 FTE Special Education Teacher EBD/DCD at Greenvale Park, effective 8/24/2023-6/6/2024. BA+10, Step 1.
- Leanne King, ESY Special Education EA/PCA for 3.5 hours/day, change to ESY Special Education EA/PCA for 7 hours/day at Spring Creek, effective 7/10/2023-8/3/2023.
- Brenda LauToilolo, CNA I for 3 hours/day at the High School, change to CNA I for 3.75 hours/day at the High School, effective 8/24/2023.
- 21. Tony Mathison, .40 FTE Phy Ed Teacher at Bridgewater, add .60 LTS Phy Ed Teacher at Bridgewater, effective 8/24/2023-10/13/2023.
- 22. Joanna McLees, Special Ed EA at the NCEC, change to .30 FTE ECSE Teacher at the NCEC, effective 8/24/2023. BA20, Step 1.
- 23. Michelle Oaxaca, Summer Site Assistant with Targeted Services, add Summer Club Leader for up to 6 hours/day Mon-Thurs. at Bridgewater, effective 7/24/2023-8/10/2023. \$24.30/hr.
- 24. Andrea Redder, Special Ed EA PCA at the NCEC, add Early Childhood Teacher for 9 hours/week at the NCEC, effective 8/20/2023. \$33.94/hr.
- 25. Leah Sand, 1.0 FTE Phy Ed Teacher at the High School, change to .60 FTE Phy Ed Teacher/.40 FTE Health Teacher at the High School, effective 8/24/2023-6/6/2024.
- Michelle Sonnega, 1.0 FTE English Teacher at the High School, change to .80 FTE English Teacher/.20 FTE ADSIS Reading Teacher at the High School, effective 8/24/2023.

- 27. Sandra Soto-Perez, CNA I for 3.75 hours/day at Greenvale Park, change to CNA I for 5.5 hours/day at the Greenvale Park, effective 8/21/2023.
- Correction: Remy Soulak, Early Ventures Teacher for up to 30 hours/week at the NCEC, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/12/2023-9/1/2023. Step 4-\$15.91/hr.
- 29. Paul Stanaway, Phy Ed Teacher at the Middle School, add an overload in lieu of supervision for 87 student contact days for the 2023-24 school year.
- 30. Scott Stanina, .80 FTE English Teacher/.20 FTE ADSIS Reading Teacher at the High School, change to 1.0 FTE English Teacher at the High School, effective 8/24/2023.
- 31. Pilar Sullivan, General Ed EA for 6.40 hours/day at the NCEC, add Bridges to Kindergarton EA for 35 hours at Spring Creek, effective 8/10/2023-8/18/2023.
- 32. Pilar Sullivan, General Ed EA for 6.40 hours/day at the NCEC, add Extended Day EA for for a total of 7.5 hours/day at the NCEC, effective 9/5/2023.
- 33. Katrina Warner, Special Ed EA ESY for 3.5 hours/day, change to Special Ed EA ESY for 7.75 hours/day with the District, effective 7/10/2023-8/3/2023.
- 34. Tamara Wunderlich, Custodian at the MS, hours 3-11pm, change to Custodian at the MS, hours 11-7pm, effective 8/1/2023.
- 35. Lynn Ziegler, Special Ed EA at Bridgewater, add Bridges to Kindergarten EA PCA for 3.5 hours/day at Spring Creek, effective 8/14/2023-8/18/2023.
- Megan Zwolenski, Community School Coordinator at Spring Creek, change to Community School Coordinator at the NCEC, effective 8/1/2023.

iii. Leave of Absence

- 1. Joseph Greenwood, Custodian Engineer at the High School, FMLA beginning on 7/12/2023 and continuing on an intermittent basis for up to 60 work days.
- 2. Dan Kust, Grade 6 Science Teacher at the Middle School, FMLA beginning on 9/6/2023-11/6/2023.
- 3. Shari McCabe, Phy Ed Teacher at Bridgewater, FMLA beginning on 8/24/2023-10/13/2023.
- 4. Sydney Rodgers, Kindergarten Teacher at Bridgewater, FMLA beginning 8/24/2023-10/18/2023.
- Mark Snare, Custodian at Greenvale Park, FMLA beginning on 7/12/2023 and continuing for up to 60 work days.

iv. Retirements/Resignations/Terminations

- 1. Laurie Chappuis, CNA at Spring Creek, resignation effective 7/25/2023.
- 2. Cortney Gillum, Building Nurse at Greenvale Park, resignation effective 7/31/2023.
- 3. Elise Goodfellow, KidVentures Site Assistant, resignation effective 7/23/2023.
- 4. Rory Laine, KidVentures Site Assistant, resignation effective 7/12/2023.
- 5. Danny Lewis, Boys Soccer Coach at the Middle School, resignation effective 6/1/2023.
- 6. Timothy Pollreis, Custodian at the NCEC, resignation effective 8/18/2023.
- 7. Suzy Running, KidVentures Site Assistant with Community Ed, resignation effective 8/17/2023.
- 8. Angela Schewe, Early Ventures Teacher at NCEC, resignation effective 8/25/2023.
- Derrick Skoglund, Assistant Soccer Coach at the High School, resignation effective 7/24/2023.
- 10. Cydney Ulvestad, Special Ed EA at Greenvale Park, resignation due to accepting a new position within the District, effective 8/9/2023.
- 11. Jessica Weber, Special Education Teacher, resignation effective 8/7/2023.

7. Items for Individual Action

a. <u>Policy Committee Recommendations</u>. The board is asked to approve the policy committee's recommended updates to policies 520.1, 805, and the 2023-2024 Student Citizenship Handbook.

Superintendent's Recommendation: Motion to approve the recommended updates to policies 520.1, 805, and the 2023-2024 Student Citizenship Handbook.

b. <u>Benjamin Bus Contract Terms for 2023-2025</u>. The board is asked to approve the transportation contract extension with Benjamin Bus for the time frame August 1, 2023 - July 31, 2025 as presented at the July 10. 2023 board meeting.

Superintendent's Recommendation: Motion to approve the transportation contract extension with Benjamin Bus for the time frame August 1, 2023 - July 31, 2025 as presented at the July 10, 2023 board meeting.

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

- a. <u>Staff Breakfast and Program</u>. We will welcome back staff for the 2023-24 school year on Monday, August 28, 7:00 a.m.–10:15 a.m. at Northfield Middle School. The board is invited to join us.
- b. 2023-24 e-Learning Plan. Superintendent Hillmann will present the 2023-24 e-Learning plan.
- 9. Future Meetings
 - a. Monday, August 28, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
 - b. Monday, September 11, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
 - c. Monday, September 25, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- 10. Closed Session: Labor Negotiations Strategy
 - a. This meeting will be closed as permitted by Minnesota Statute 13D.03 to discuss labor negotiations.
- 11. Adjournment



Northfield Community Education Center School Improvement Plan 2023-24

Presented to the Board on 8.14.2023

Purpose

The purpose of the school improvement planning process is to establish a clear set of shared goals, aligned with the district's strategic plan, that inspire action and align efforts for student growth and achievement.

2022-23 Key Reflections, Student Stories, and Highlights

- Children leave the Northfield Community Education Center (NCEC) prepared for Kindergarten
 - o 100% of Early Ventures students were Kindergarten ready as determined by the Star Early Literacy Test. This is the second year in a row that 100% of Early Ventures students were Kindergarten ready.
 - o 53% of Hand in Hand Preschool students were Kindergarten ready as determined by the Star Early Literacy Test.
- The NCEC serves diverse populations.
 - Early Ventures total enrollment at the end of the year 90 students
 - Students receiving scholarship = 7%
 - Students of color = 10%
 - Special Education students = 13%
 - Hand in Hand Preschool total enrollment at the end of the year 172 students
 - Students receiving free/reduced lunch = 46%
 - Students of color = 31%
 - Special Education students = 34%
- Partnerships serve an important role in meeting the needs of students, families and staff.
 - From July 1, 2022 June 30, 2023, the NCEC Food Shelf (operated by the Community Action Center (CAC)), has had 1,434 visits from 289 unique households. There was 54,208 pounds of food distributed from the NCEC Food Shelf this past year.
 - From July 1, 2022 June 30, 2023, the Early Childhood Navigators (who have office space at the NCEC), worked with 360 families with children ages 6 and younger. There were a total of 4,693 interactions reported with these 360 families.

2023-24 School Improvement Plan Goals and Progress Monitoring

All goals are written to equitably serve <u>every</u> student. Buildings are required to have a goal(s) for the People (Using employee or parent experience survey results), Learner Outcomes, and Equity strategic commitments every year. Building goals in Communication, Stewardship, and Partnerships are optional each year. Buildings will include actions steps intended to achieve the SMART goal and a plan for monitoring progress over the course of the school year.

SMART Goals			
SMART Goals and Action Steps	Strategic Commitment Alignment	Building SMART Goal Progress Monitoring Plan	
SMART Goal: As measured by the 2024 parent survey, the average score for "I receive positive phone calls, emails or notes about my child from the school." will be 4.68 or higher, which is an increase of .1 from the 2023 survey.	☐ Learner Outcomes ☐ Equity ☑ People ☐ Communications ☐ Stewardship	Measure quarterly family contact totals. Quarterly systems check of SeeSaw and Talking Points	

 Action Steps: Early Ventures Learning Center and Hand in Hand Preschool will provide positive contacts to students and their families. This year, 100% of students will receive two personalized, positive phone calls, emails, notes, or an individual SeeSaw message from staff members. The first contact will happen prior to October 15, 2023 and the second contact will happen prior to March 15, 2024. 100% of eligible families will have the capability to connect with building staff through Talking Points and/or SeeSaw. 	☐ Partnerships	connectedness (ensuring everyone has a valid Talking Points phone number and/or a SeeSaw account that is working.)
 SMART Goal: Using the data collected in the 2022-23 Kindergarten Star Early Literacy Screener, we will increase the number of Hand in Hand Preschool students demonstrating proficiency in literacy, focusing on predicting what will happen next in a story, reciting songs and rhymes. Action Steps: Heggerty lessons will be taught daily in each Hand in Hand Preschool and Early Ventures classrooms. Conscious Discipline rituals and rhymes will be used in each Hand in Hand Preschool and Early Ventures classroom on a daily basis. As able, Reading Corp members will be placed in classrooms. 	☐ Learner Outcomes ☐ Equity ☐ People ☐ Communications ☐ Stewardship ☑ Partnerships	Students will be assessed using the MDE approved preschool checklist at least two times per year.
SMART Goal: Based on the 2023-24 Hand in Hand Preschool assessment (for Monday - Thursday afternoon students), students of color will perform at the level of their white peers. Action Steps: EL services will be available to Early Childhood Special Education Students. Early Childhood Outreach Specialist will provide Tier 2 level support for students of color.	☐ Learner Outcomes ☐ Equity ☐ People ☐ Communications ☐ Stewardship ☐ Partnerships	Review fall and spring assessment data and adjust instructional strategies.
SMART Goal: Hand in Hand Preschool and Early Ventures will have weekly and monthly communication with families through newsletters, SeeSaw and conferences. Action Steps: Hand in Hand Preschool	☐ Learner Outcomes ☐ Equity ☐ People ☑ Communications ☐ Stewardship ☐ Partnerships	Quarterly audits of Monthly newsletter, weekly SeeSaw and portfolio goals will occur. In-person conferences will be offered to all families at the end of quarter 1 and quarter 3.

■ 5 and full day - 3 x per week updates ○ Portfolio (e.g. share updated assessment data) updates 2x (end of Quarter 1 and end of Quarter 3) ● End of Quarter 1 and Quarter 3 - engagement/feedback via an in-person visit or Zoom/phone call opportunity Early Ventures ○ SeeSaw ■ 5x per week for those who attend full-time ○ Portfolio (e.g. share updated assessment data) updates 2x (end of Quarter 1 and end of Quarter 3) ● End of Quarter 1 and Quarter 3 - engagement/feedback via an in-person visit or Zoom/phone call opportunity		
SMART Goal: The Community Education Department will manage resources to remain within the department budget. Action Steps: Program Coordinators and the Director of Community Education will review budgets on a monthly basis.	☐ Learner Outcomes ☐ Equity ☐ People ☐ Communications ☑ Stewardship ☐ Partnerships	Program Coordinators and the Director of Community Education will review budgets on a monthly basis.
SMART Goal: The NCEC food shelf will distribute more than 50,000 pounds of food this year and serve more than 250 unique households. Early Childhood Navigators will work with the families of at least 75 children to support their readiness for kindergarten (navigate childcare, early learning opportunities, wrap-around supportive services, etc.) Action Steps: The NCEC food shelf will be open on Thursday afternoons and evenings.	☐ Learner Outcomes ☐ Equity ☐ People ☐ Communications ☐ Stewardship ☑ Partnerships	The Director of Community Education will receive data from the Community Action Center and the Healthy Community Initiative on a quarterly basis. This data will provide statistics on the number of people served by services provided at the NCEC.
The NCEC will provide office space for the Early Childhood Navigators.		

Summary

The NCEC staff are excited for another school year and the opportunity to share programming with people of all ages.

Northfield Community Education Center

2023-24 School Improvement Plan Report August 14, 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.

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.

District Benchmarks

All children are ready for **kindergarten**.

All students exhibit

physical, social and

emotional well-being.

All students are connected to the community.

All students are at grade level in **reading and mathematics** by the end of third and sixth grades.

All students have interests, goals and a **vision** for the future by the end of eighth grade.

All students **graduate** from high school with a plan to reach their full potential.

The district maintains 14% of its annual expenditures in its unassigned fund balance to ensure financial stability. All **employees** report satisfaction in the workplace.

All parents report satisfaction with their children's educational experience.

All students have a **connection** with a caring adult beyond their parents as they transition to middle school.

Community education
In its provides relevant and
accessible learning
opportunities for all
residents.

Mode: The first seven benchmada are aligned with the language stembled by Northfield Promise, a collective inspect consortium of 20 community organizations committed to helping Northfields youth three "from crade to career"

School Improvement Plan Purpose

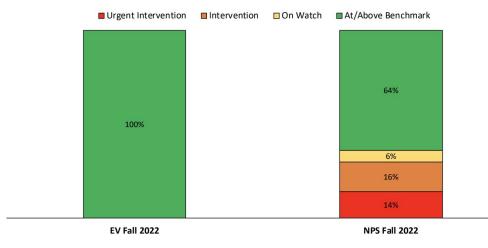
- Establish a clear set of shared goals
- Align with the district's strategic plan
- Inspire action
- Align efforts

...to prepare every student for lifelong success!



2022-23 Key Reflections, Stories, and Highlights

Early Ventures vs NPS Fall 2022 Star Early Literacy Distribution



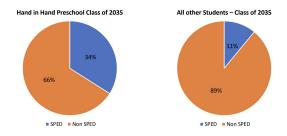
- Children leave the Northfield Community Education Center (NCEC) prepared for Kindergarten
- The NCEC serves diverse populations.
- Partnerships serve an important role in meeting the needs of students, families and staff.



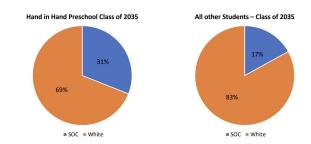
2022-23 SIP Goal Results

- As determined by the Star Early Literacy Test
 - 100% of Early Ventures students were Kindergarten ready. This is the second year in a row that 100% of Early Ventures students were Kindergarten ready.
 - 53% of Hand in Hand
 Preschool students were
 Kindergarten ready

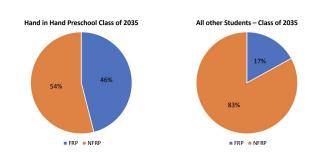
HIH vs NPS Special Education Breakdown



HIH vs NPS Ethnicity Breakdown



HIH vs NPS FRP Breakdown



2023-24 SIP Goals

Learner Outcomes

O Using the data collected in the 2022-23 Kindergarten Star Early Literacy Screener, we will increase the number of Hand in Hand Preschool students demonstrating proficiency in literacy, focusing on predicting what will happen next in a story, reciting songs and rhymes.

People

As measured by the 2024 parent survey, the average score for "I receive positive phone calls, emails or notes about my child from the school." will be 4.68 or higher, which is an increase of .1 from the 2023 survey.

Equity

O Based on the 2023-24 Hand in Hand Preschool assessment (for Monday - Thursday afternoon students), students of color will perform at the level of their white peers.



2023-24 SIP Action Steps

Learner Outcomes

- Haggerty will be administered daily in each Hand in Hand Preschool and Early Ventures classrooms.
- Conscious Discipline rituals and rhymes will be used in each Hand in Hand Preschool and Early Ventures classroom on a daily basis.
- As able, Reading Corp members will be placed in classrooms.

People

- Early Ventures Learning Center and Hand in Hand Preschool will provide positive contacts to students and their families. This year, 100% of students will receive two personalized, positive phone calls, emails, notes, or an individual SeeSaw message from staff members. The first contact will happen prior to October 15, 2023 and the second contact will happen prior to March 15, 2024.
- o 100% of eligible families will have the capability to connect with building staff through Talking Points and/or SeeSaw.

Equity

- EL services will be available to Early Childhood Special Education Students.
- Early Childhood Outreach Specialist will provide Tier 2 level support for students of color.



2023-24 SIP Goal Progress Monitoring Plan

Learner Outcomes

O Students will be assessed using the MDE approved preschool checklist at least two times per year.

People

- Measure quarterly family contact totals.
- O Quarterly systems check of SeeSaw and Talking Points connectedness (ensuring everyone has a valid Talking Points phone number and/or a SeeSaw account that is working.)

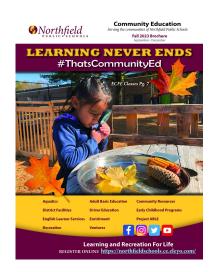
Equity

• Review fall and spring assessment data and adjust instructional strategies.



Thank You and Questions





Registration is open for fall programs.







Northfield Area Learning Center (ALC) School Improvement Plan 2023-24

Presented to the Board on 08.14.2023

Purpose

The purpose of the school improvement planning process is to establish a clear set of shared goals, aligned with the district's strategic plan, that inspire action and align efforts for student growth and achievement.

2022-23 Key Reflections, Student Stories, and Highlights

- Key Reflection, Student Story, or Highlight No. 1 Although we did not meet our attendance and credit completion goals every grading period, we are starting to trend in a positive direction.
- Key Reflection, Student Story, or Highlight No. 2 The ALC continues to have a strong sense of community.

2023-24 School Improvement Plan Goals and Progress Monitoring

All goals are written to equitably serve every student. Buildings are required to have a goal(s) for the People (Using employee or parent experience survey results), Learner Outcomes, and Equity strategic commitments every year. Building goals in Communication, Stewardship, and Partnerships are optional each year. Buildings will include actions steps intended to achieve the SMART goal and a plan for monitoring progress over the course of the school year.

SMART Goals			
SMART Goals and Action Steps	Strategic Commitment Alignment	Building SMART Goal Progress Monitoring Plan	
SMART Goal: The ALC will increase from 3% to 20% of their parents completing the parent satisfaction survey to gain feedback. Action Steps: Continue to use Talking Points and text messaging to engage parents. Invite parents to community building events.	☐ Learner Outcomes ☐ Equity ☑ People ☑ Communications ☐ Stewardship ☐ Partnerships	We will use the parent engagement survey results to monitor this goal. We will use a formative assessment of keeping track of invitations to parents for ongoing engagement opportunities as well.	
SMART Goal: The ALC will have an overall attendance rate of 85% per grading period for the 2023-24 school year. Action Steps: Work with students to make up lost credit while holding students accountable. Remain flexible to meet students where they are at.	 ☑ Learner Outcomes ☐ Equity ☐ People ☐ Communications ☐ Stewardship ☐ Partnerships 	We will analyze the data at the end of each grading period as a staff and make adjustments as needed.	
SMART Goal: The ALC will have an overall credit completion rate of 70% per grading period for the 2023-24 school year.	✓ Learner Outcomes	We will analyze the data at the end of each grading period as a staff and make adjustments as needed.	

 Action Steps: Work with students to make up lost credit while holding students accountable. Remain flexible to meet students where they are at. 	☐ Stewardship☐ Partnerships	
 SMART Goal: The ALC will create and implement an Ethnic Studies course at the ALC for the 2023-24 school year. Action Steps: The ALC Director and Social Studies teacher will collaborate to create and implement an Ethnic Studies class. The ALC staff will continue to collaborate on offering community building/cultural meals at the ALC. 	☐ Learner Outcomes ☐ Equity ☐ People ☐ Communications ☐ Stewardship ☐ Partnerships	We will use the continuous improvement model during implementation. There will be reflection after each grading period the class is offered to enhance and improve where needed.

Summary

The ALC was not unique in that we saw a dip in our data related to Covid. We did not meet our attendance and credit completion goals for the 2022-23 school year, but we did see many grading periods that were above average indicating we are trending in a positive direction. We plan on continuing our implementation of the Hanover research on improving attendance to see positive growth. We also strive to engage parents and honor what level of engagement they wish to have with the school. We will continue to offer our community building cultural meals as a way to introduce new cultures/traditions to students while building our own sense of community.

Northfield Area Learning Center (ALC)

2023-24 School Improvement Plan Report August 14, 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.

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.



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Stewardship

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



Partnerships

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

District Benchmarks

All children are ready for **kindergarten**.

All students exhibit

physical, social and

emotional well-being.

All students are connected to the community.

All students are at grade level in **reading and mathematics** by the end of third and sixth grades.

All students have interests, goals and a **vision** for the future by the end of eighth grade.

All students **graduate** from high school with a plan to reach their full potential.

The district maintains 14% of its annual expenditures in its unassigned fund balance to ensure financial stability. All **employees** report satisfaction in the workplace.

All parents report satisfaction with their children's educational experience.

All students have a **connection** with a caring adult beyond their parents as they transition to middle school.

Community education
In its provides relevant and
accessible learning
opportunities for all
residents.

Mode: The first seven benchmada are aligned with the language stembled by Northfield Promise, a collective inspect consortium of 20 community organizations committed to helping Northfields youth three "from crade to career"

School Improvement Plan Purpose

- Establish a clear set of shared goals
- Align with the district's strategic plan
- Inspire action
- Align efforts

...to prepare every student for lifelong success!



2022-23 Key Reflections, Data & Representative Student Stories



- Although we did not meet our attendance and credit completion goals every grading period, we are starting to trend in the right direction.
 - PLC discussed post pandemic students and the best way to rebound
- The ALC continues to have a strong sense of community
 - Strong Student Engagement Instrument (SEI) survey results
 - Increasing attendance
 - Restorative practices
 assisting in repairing
 relationships when strained.

2022-23 SIP Goals Results

People

- Family Engagement Goal
 - 20% of parents complete survey
 - We had 3% of parents complete the survey
 - 4.55 score (employee experience)
 - I believe that leaders in my immediate work environment are genuinely concerned for my welfare.
 - 100% agree/strongly agree
 - "Adults at my school listen to students"
 - "My teachers are there for me when I need them"
 - "At my school, teachers care about the students"
 - "I feel safe at this school"





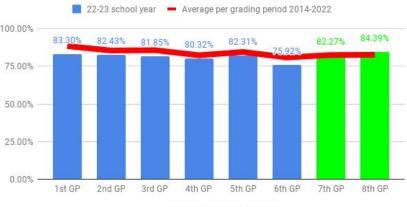
2022-23 SIP Goals Results

Learner Outcomes

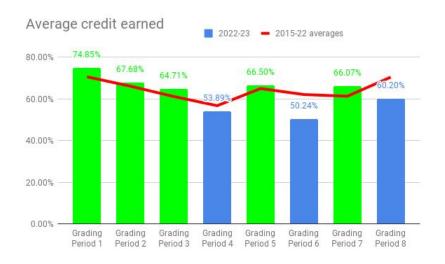
- The ALC overall <u>attendance</u> rate will reach the consistent rate of 85% as measured per grading period for the 2022-23 school year.
 - Range of 75%-84%
- The ALC overall <u>credit completion</u> rate will reach the consistent rate of 75% as measured per grading period for the 2022-23 school year.
 - Range of 53%-74%
 - 5 out of 8 grading periods were above average



Average attendance trend line



Average attendance trendline



Equity

- Expand class that enhances cultural appreciation and communication of ideas.
 - Communication and Culture class offered all year
 - Offered 4 Cultural meals

Communication

- Increase info to families on events happening at ALC
 - 624 families reached with 19 announcements (2 events last year).

Stewardship

ALC will maintain a positive budget at the end of the 2022-23 school year.

Partnerships

- Workforce Development partnership YouthBuild
 - 11 students enrolled
- CAC (Peer Recovery Specialist)





2023-24 SIP Goals

- People
 - Family Engagement Goal
 - 20% of parents will complete Parent Satisfaction survey
- Learner Outcomes
 - ALC overall attendance rate will be 85% per grading period
 - ALC overall credit completion rate will be 70% per grading period



2023-24 SIP Goals

- Equity
 - Create and implement state-required Ethnic Studies class option at the ALC.
 - ALC will continue to offer cultural meals as a way to learn about other cultures and traditions.
- Communication
 - Increase/maintain information to families on the events happening at the ALC.



2023-24 SIP Action Steps

People

- Family engagement and communication
 - Continue to increase use of Talking Points, website, text messaging.
 - Invite parents to Community/Cultural Meal events.
- Learner Outcomes (attendance and credit completion)
 - Hanover Research (Best practices for improving attendance in secondary schools, 2016)
 - Work with students to make up lost credit while holding students accountable.
 - Remain flexible to meet students where they are at.

Equity

- The ALC Director and Social Studies teacher will collaborate to create and implement an Ethnic Studies class.
- The ALC staff will continue to collaborate on offering community building cultural meals at the ALC.



2023-24 SIP Goal Progress Monitoring Plan

We have 8 grading periods throughout the school year, so we will analyze our data at the end of each of these grading periods.



Thank You and Questions





LEASE AGREEMENT

This agreement is made and entered into as of the ____ day of _____, 2023, by and between Independent School District No. 659 ("Lessor"), and Sharing Our Roots ("Lessee").

WHEREAS, Lessor has agreed to lease to Lessee space at Lessor's property, located at 700 Lincoln Parkway, Northfield, Minnesota, which Lessee will use for office uses

NOW, THEREFORE, based on the mutual promises and consideration provided for herein, the sufficiency of which is not disputed, the parties agree as follows:

- 1. The recitals set forth above are expressly incorporated herein.
- 2. **PROPERTY.** Lessor owns the property located at 700 Lincoln Parkway in Northfield. Lessor hereby leases to Lessee that space in the property identified in the attached Exhibit A.
- 3. **TERM.** The term of this Agreement shall commence on the date of the signing of this Lease, and continue through June 30, 2029. For purposes of this Lease, the term "contract year shall mean each one year period commencing July 1st and ending June 30th during the term of this Agreement. The parties reserve the right to negotiate extensions to the contract.
- 4. **RENT**. The annual rent shall be reimbursement of metered water usage and other good and valuable consideration, per year. Lessee shall pay Lessor the annual rent as invoiced by the Lessor.
- 5. **USE**.
 - a. General. Lessee may use the Property for a community garden.
- 6. **FACILITIES**. Lessor shall maintain the Property in good condition and repair. Lessee shall not be obligated to make any repairs to the Property, except to the extent caused by Lessee, or its invitees.
- 7. **IMPROVEMENTS.** Lessee may make improvements to the Property with the consent of Lessor. Construction plans for all improvements shall be submitted to and approved in writing by Lessor. All Improvements made to the Property by Lessee shall become the Property of Lessor at Lease termination. All costs incurred by the Lessor related to improvements to the Property are the financial responsibility of the Lessee. Lessor will invoice Lessee as appropriate.
- 8. **MORTGAGES AND ENCUMBRANCES.** Except as expressly authorized by Lessor in writing, Lessee shall not mortgage its interest in this Agreement, or otherwise encumber the Property.

9. **UTILITIES.** Payment for utilities, including, but not limited to water, electricity, garbage, shall be the responsibility of Lessee.

10. **INSURANCE/INDEMNITY**.

a. Indemnity.

- 1. Lessee shall defend and indemnify Lessor and hold Lessor harmless from and against any and all claims and demands relating to the negligence or misconduct of Lessee, its agents, invitees, licensees, contractors, officials and employees, including the payment of reasonable attorneys' fees and costs for damages to property and injury or death to persons, including any payments made under any workers' compensation law or any plan for employees' disability and death benefits, which may arise out of any negligent or wrongful acts of Lessee.
- 2. Lessor shall defend and indemnify Lessee and hold Lessee harmless from and against any and all claims and demands relating to the negligence or misconduct of Lessor, its agents, contractors, officials and employees, including the payment of reasonable attorneys' fees and costs for damages to property and injury or death to persons, including any payments made under any workers' compensation law or any plan for employees' disability and death benefits, which may arise out of any negligent or wrongful acts of Lessor.
- 3. Nothing in this section shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466.
- b. **Worker's Compensation.** Both parties must maintain workers' compensation insurance in compliance with all applicable statutes.
- c. **General Liability.** Lessee and Lessor must maintain Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence. Such coverage shall provide for third party bodily injury and property damage arising out of the insured's use of the Property under this Lease.
- d. **Property Insurance.** Lessor shall maintain Property Insurance on the building on the Property in its full value. Lessee shall keep in force during the term of this Lease a policy covering damages to any equipment Lessee keeps in the Property. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- e. **Additional Insured & Certificate of Insurance.** The parties shall provide each other with evidence of the required insurance in the form of a Certificate of Insurance by a company licensed to do business in the State of Minnesota, which includes all coverage required in this Agreement. The parties shall name each other as an Additional Insured on their respective

Commercial General Liability Policies. The Certificate shall provide that the coverage may not be canceled without thirty (30) days prior written notice to each other.

- 11. **TERMINATION.** Lessor may terminate this Lease on thirty days' written notice to Lessee. Upon termination, Lessee shall promptly remove all of its equipment from the Property.
- 12. **HAZARDOUS SUBSTANCES**. Lessee represents and warrants that hazardous substances will not be generated, stored, disposed of or transported to, on, under, or around the Garage by the Lessee. Lessee shall hold Lessor harmless from, defend and indemnify Lessor against any damage, loss, expense, response costs, or liability, including consultant fees and attorneys' fees resulting from hazardous substances generated, stored, disposed of, or transported to, on, under, or around the Garage by the Lessee, or its officials, employees, agents or contractors.
- 13. **RELATIONSHIP OF THE PARTIES.** This Agreement shall not render Lessee or any of its employees, agents, or volunteers an employee, partner, co-owner, an agent of Lessor or engaged in a joint venture with the Lessor for any purpose. Lessee shall have no claim against Lessor for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employment benefits of any kind. Lessee will be responsible for the hiring, training, supervision and conduct of any staff or volunteers utilized in Lessee's transportation activities at the Garage.
- 14. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES**. Lessee shall abide by all federal, state, and local laws and regulations. Lessee agrees not to discriminate on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
- 15. **DEFAULT**. A party's failure to observe or perform any of the obligations of Lessee otherwise provided herein shall constitute an "event of default" or a "default" hereunder. Upon occurrence of an event of default by a party hereunder, which remains uncured for thirty (30) days after receipt by the defaulting party of written notice of such event of default, The non-defaulting party may (ii) terminate this Lease, holding the other party liable for damages for its breach, including reasonable attorneys fees and costs; or (ii) exercise other remedies it may have at law.

16. **MISCELLANEOUS**.

- a. **Integration; Amendment**. This Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Lessor and Lessee as it related to this Lease. This Agreement may only be amended in writing signed by all parties.
- b. **Counterparts**. This Agreement may be signed in counterparts by the parties hereto.

- c. No Assignment. The Lessee shall not assign or transfer this Agreement at any time or sublease a portion of the Property without Lessor's prior written consent. Lessor may assign this Agreement upon written notice to Lessee. This Lease shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns.
- d. **Notice**. Notices shall be in writing and sent by United States Mail to the address set forth below:

Lessor: Independent School District No. 659

201 Orchard Street South Northfield, MN 55057

Lessee:

- e. **Governing Law**. This Agreement shall be construed in accordance with the laws of Minnesota.
- f. **Severability**. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- g. **Signature Authority.** Each party represents and warrants to the other that the signatory of that party is authorized to enter into this Agreement for and on behalf of that party.
- h. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement

INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD PUBLIC SCHOOLS

By	By
By Its Board Chair	By Its Superintendent
SHARING OUR ROOTS	
By	
Its	
RASW: 5249	

Sales Representative Contract

This Sales Representative Contract ("Contract") is made effective as of September 01, 2023, by and between Northfield School District, of 201 Orchard Street South, Northfield, Minnesota 55057, and LMR Media, of 8918 Canby Ct., Northfield, Minnesota 55057.

In this Contract, the party who is contracting to receive services shall be referred to as "Northfield School District", and the party who will be providing the services shall be referred to as "LMR Media".

LMR Media has a background in Marketing and is willing to provide services to Northfield School District based on this background.

Northfield School District desires to have services provided by LMR Media to market and sell Marketing opportunities in Southern Minnesota (the "Territory").

Northfield School District hereby appoints LMR Media as Northfield School District's sales representative within the Territory as described above, to solicit orders for the Northfield School District's Products upon the terms and subject to the conditions set forth herein.

Therefore, the parties agree as follows:

DESCRIPTION OF SERVICES. Beginning on September 01, 2023, LMR Media will provide the following services (collectively, the "Services"):

Help the Northfield School district identify and price advertising opportunities LMR can sell on behalf of the Northfield School District, create business to business agreements for Northfield School District, be an advocate for the Northfield School District Booster Clubs Sponsorship levels.

PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by LMR Media shall be determined by LMR Media. Northfield School District will rely on LMR Media to work as many hours as may be reasonably necessary to fulfill LMR Media's obligations under this Contract.

COMMISSION PAYMENTS. Northfield School District will make commission payments to LMR Media based on 15% of Gross Sales that LMR Media sells or manages. For the purposes of this Contract, Gross Sales that LMR Media sells or manages means Total customer revenues. less shipping charges.

Payment Schedule. The commission payments shall be payable monthly, no later than the tenth day of the following month.

SUPPORT SERVICES. Northfield School District will not provide support services, including office space and secretarial services, for the benefit of LMR Media.

TERM/TERMINATION. This Contract may be terminated by either party upon 90 days written notice to the other party.

RELATIONSHIP OF PARTIES. It is understood by the parties that LMR Media is an independent contractor with respect to Northfield School District, and not an employee of Northfield School District. Northfield School District will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of LMR Media.

ARBITRATION. Any controversy or claim arising out of or relating to this Contract, or any breach thereof, including, without limitation, any claim that this Contract, or any part thereof, is invalid, illegal or otherwise voidable or void, shall be submitted exclusively to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit any rights which Northfield School District may have to apply to any court of competent jurisdiction for injunctive or other provisional relief. The arbitrator agrees to determine the arbitrability of any dispute. This arbitration provision shall be deemed self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted by the American Arbitration Association, at its offices and shall be governed by the rules of the American Arbitration Association then in force and effect. The parties agree that the arbitrator shall not have the power to award punitive damages against any party.

EMPLOYEES. LMR Media's employees, if any, who perform services for Northfield School District under this Contract shall also be bound by the provisions of this Contract.

NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Northfield School District:

Northfield School District Lance Reisetter Owner 201 Orchard Street South Northfield, Minnesota 55057

IF for LMR Media:

LMR Media Lance Reisetter Owner 8918 Canby Ct. Northfield, Minnesota 55057

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

ENTIRE CONTRACT. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

APPLICABLE LAW. This Contract shall be governed by the laws of the State of Minnesota.

SIGNATURES. This Contract shall be signed on behalf of Northfield School District by Dr. Matt Hillmann , Superintendent and on behalf of LMR Media by Lance Reisetter , Owner and effective as of the date first above written.

Company: Northfield School District		
By: Dr. Matt Hillmann Superintendent	Date:	
Sales Representative: LMR Media		
By: Lance Reisetter Lance Reisetter	Date:	8/2/2023

Owner

Grant Writer Proposal | Aug. 14, 2023 | Matt Hillmann, Ed.D., Superintendent

Summary: The 2023 omnibus education bill included at least \$220 million in competitive grants and additional categorical funding that will be operated in a grant-like fashion The district is considering proposing to add a full-time grant writer to position itself to fiercely compete for funds that would support the achievement of our strategic benchmarks.

🏆 Why It's Important

- There are over \$230 million in competitive grants over the next two years, funded by the Minnesota Legislature.
- Grant funding can help offset costs from the general fund.
- Grant funding can help spur innovation.
- Grant funding can include a portion for administration. It could pay for a substantial amount of the potential position.
- The district has a history of securing competitive funding and data to prove that the awarded grants have made a difference for students and the community. Examples include TORCH and the community school.

Options Considered

- Freelance grant writer
 - Pros: This would become more of a case-by-case situation.
 - Cons: Freelance grant writers are paid to write the grant, whether it is successful or not.
 There is less connection between a freelance writer and the district, making the process more cumbersome and consuming staff resources.
- Staff members write grants
 - Pros: Integrate grant writing with existing positions, cost neutral.
 - Cons: Grant writing is not consolidated to one individual with the specific skill, detracts from other duties.
- Full-time grant writer
 - Pros: Skilled individual who will submit grants and associated reports. The individual is steeped in district data and is prepared to submit proposals and reports promptly. Allows current staff to focus on their areas of expertise.
 - Cons: This position would add to the budget but could recoup a substantial portion of their salary and benefits through allowable administrative fees.

Recommendation

- Post a 0.50 FTE grant writer position for the district. The position would be responsible for seeking and applying for grants that would advance the vision, strategic commitments, and benchmarks associated with our strategic plan. The position would also be responsible for the associated grant reporting. The amount of FTE will be reconsidered after the first six months of the position.
- The salary for this position will be \$35,000 per year. The estimated maximum total cost with benefits would be approximately \$52,000.

Proposal to maintain the seven period day at Northfield Middle School | Aug. 14, 2023 Matt Hillmann, Ed.D., Superintendent and Greg Gelineau, Northfield Middle School Principal

Request

District and middle school administration is requesting the board authorize continuing the Northfield Middle School seven period schedule instead of shifting to a six period schedule in 2024-25.

Background

In May, the board approved moving to a six period day in 2024-25 as part of the priority-based budget reduction process. The reasons the schedule change was recommended included:

- It allowed a savings of 2.0 FTE (equivalent to \$200,000).
- It maintained the most programming for middle school students. While there was one less class period, all existing departments maintained programming.

Administrators felt the shift to the six period day was the best option available at that time.

What has changed?

- A resignation created an opportunity to think differently about how the middle school schedules geography, a Grade 8 course.
- Input from Grade 8 social studies staff suggested changing the geography course from a yearlong course to a semester course was feasible. The teacher mapped a curriculum that can embed all state standards in one semester.

How will the middle school achieve its budget reduction target while maintaining the seven period day?

- The change from geography being a yearlong course to a semester course allows one teacher to provide instruction for all Grade 8 students. This reduces the budget by 1.0 FTE and the savings is realized a year early by not replacing the retiring geography teacher.
- The second 1.0 FTE reduction will be a shift in the Grade 6 coursework. Grade 6 reading will continue as an everyday course and Grade 6 writing will shift from an everyday course to an every-other-day course. This change was part of the plan to move to a six period day and will work in a seven period day as well.

Are there other impacts?

The compression of the Grade 8 geography from a yearlong course to a semester course opens an additional elective
opportunity for students. During the budget reduction process, there was substantial feedback about the importance of
elective opportunities for middle school students. This change allows for more opportunities.

Why make this change?

- The change maintains the seven period day and expands elective opportunities for students.
- The district heard the concerns of families and staff about the approved change to the six period day. An alternative not available during the budget reduction process presented itself and the district is acting upon it.

When will the board be asked to act?

• The board will be asked to vote on the proposal at the Aug. 28 board meeting.

NORTHFIELD PUBLIC SCHOOLS School Board Minutes

July 10, 2023 District Office Boardroom

1. Call to Order

School 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, Goerwitz, Gonzalez-George and Quinnell. Absent: Miller and Nelson. This meeting was open to the public, live-streamed and recorded, and access to the recording was posted to the school district website.

2. Agenda Approval/Table File

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

3. Public Comment

There was one public comment.

4. Announcements and Recognitions

- The Raider skeet team won the State Class 1A championship. This was the team's second season competing in skeet. Tadd Stanton took the varsity male and overall high score championship, Jadyn Schulz took second place in the female JV competition, and Mason Sevcik took second place in the male JV competition.
- Northfield Raider Ella Pagel, wrestler and football player, is the All-Metro Sports Awards Female Athlete of the Year. Ella, who will be a junior this upcoming school year, hasn't lost a high school wrestling match in two years, and she's the only 165-pound high school champ the state has ever known.
- Alisha Clarey completed the rigorous training to become a LETRS Facilitator and is currently training our first, in-person local cohort of 12 teachers. A LETRS certified facilitator is an expert in LETRS content who is qualified to deliver professional learning sessions and provide LETRS support to teachers.
- We welcome three new leaders to our administrative team. Sara Pratt is the Director of Special Services. Sara replaces Cheryl Hall, who retired after 38 years in public education. Caleb Davidson will serve as our Assistant Director of Special Services. Caleb joins us from the Cannon Valley Special Education Cooperative (CVSEC), where he served as the lead teacher for the STEP program. John Mahal returns to the district as the Director of Student Activities. John served as a special education teacher in Northfield before holding administrative positions in Shakopee and Albert Lea.

5. Items for Discussion and Reports

- a. <u>Policy Committee Recommendations</u>. Superintendent Hillmann presented the policy committee's recommended updates to policies 520.1, 805 and interim updates to the Student Citizenship Handbook. He reviewed the Minnesota School Boards Association's documents describing the recommended policy changes resulting from the 2023 legislative session.
- b. <u>Annual Fundraising Report</u>. Director of Finance Val Mertesdorf reviewed the fundraising report as required by Policy 713 Student Activity Accounting.
- c. <u>Benjamin Bus Contract Terms for 2023-2025</u>. Director of Finance Val Mertesdorf reviewed the terms of the contract extension with Benjamin Bus. The current contract allows for this two-year extension with the rates to be negotiated. The contract extension will be an item for individual action on the August 14 board meeting.
- d. <u>Staffing Update and Contingency Request</u>. Superintendent Hillmann provided an update on staffing for the 2023-24 school year and requested an increase to the district's contingency FTE budget to address the most pressing class size issues in the district.

On a motion by Coleman, seconded by Butler, the board unanimously approved to move this to an item for individual action at this meeting.

- e. <u>Potential Grant Writer</u>. Superintendent Hillmann presented a concept document about a potential grant writer position. The omnibus education bill includes more than \$150 million in competitive grants over the next two years. This position could help secure funds to advance our strategic plan, commitments, and benchmarks. Dr. Hillmann will prepare a formal proposal and job description for a grant writer for the August 14 board meeting.
- f. Summary of Superintendent's Performance Appraisal. Chair Gonzalez-George shared her summary of the superintendent's annual performance appraisal. All seven board members completed the annual performance appraisal for the period July 1, 2022–June 30, 2023. The evaluation covers all facets of the superintendent's job responsibilities. Board members provided numeric ratings on 1-5 scale (1=low, 5=high) for 41 job responsibilities organized around eight major topics. In addition to completing the numeric ratings, board members provided additional comments. Dr. Hillmann received an outstanding appraisal achieving an overall rating of 4.74/5.00.

6. Consent Agenda

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

- a. Minutes. Minutes of the Regular School Board meeting held on June 12, 2023.
- b. <u>Gift Agreements</u>. Gift agreements included in the board packet.
- c. Grant Application. Director of Instructional Services Hope Langston and Instructional Coach Carrie Duba requested school board approval for a \$373,900 three year grant from the Minnesota Department of Education who is receiving funding from the U.S. Department of Education for the Bipartisan Safer Communities Act Stronger Connections Grant for the period August 15, 2023 to September 30, 2026. The purpose of this grant is to provide students safe, healthy and supportive learning opportunities and environments. Northfield Public Schools would fund an additional 1.0 FTE Cultural Navigator and a .2 FTE clinical licensed social worker to facilitate parenting groups that center the voice of our Hispanic, multilingual and low-income learns in order to build capacity in their communities, develop their skills in helping their anxious students who struggle to get to school consistently, help them to manage internalizing and externalizing concerns with their children and increase their ability to be more effective advocates for their children's needs in connecting to school.
- d. <u>Policy Revisions Due to Changes in Law</u>. The revisions to policies 102, 418, 419, 424, 425, 507, 509, 513, 514, 516.5, 532, 534, 602, 621, 708 and 709 create substantive change or additions to existing policies. The revisions are directly related to changes in federal or Minnesota law and recommended by the Minnesota School Boards Association.
- e. <u>Fiscal Year Organization Actions</u>. The school district's financial year runs from July 1 to June 30. Each year at the first school board meeting in July, financial organizational issues must be approved. They are as follows:
 - i. Motion to approve authorizing the Director of Finance to invest surplus district funds in accordance with applicable laws and with the district's Policy 705 Investments, for fiscal year 2023-2024.
 - ii. Motion to approve designating PMA/Associated Bank, Frandsen Bank & Trust Dundas, U.S. Bank Minnesota and the Minnesota School District Liquid Asset Fund as official bank depositories provided they maintain adequate pledged collateral as required by law per district Policy 705 Investments, for fiscal year 2023-2024.
 - iii. Motion to approve authorizing the Director of Finance to make appropriate wire transfers to and from district depository accounts for fiscal year 2023-2024.
- f. Memberships for 2023-2024. The school district belongs to several cooperatives, leagues and associations. Membership in the groups listed below should be renewed for the 2023-2024 school year.
 - Minnesota State High School League. The designated Northfield High School representative is Activities Director John Mahal and the designated school board representative is Board Chair Claudia Gonzalez-George.
 - ii. Minnesota Association of School Administrators.
 - iii. Minnesota Association of Charter School Authorizers.
 - iv. Southeast Service Cooperative.
 - v. Region V Computer Services Cooperative.
 - vi. Rice County Family Services Collaborative.

- vii. Minnesota School Boards Association.
- viii. Healthy Community Initiative.

g. Personnel Items

i. Appointments

- 1. Garrett Hoernke, Summer Instructor/Swim Assistant with Community Ed Recreation, beginning 6/29/2023-8/31/2023. Step 1-\$14.00/hr.
- 2. Gretta Kunze, Summer Bridges to Kindergarten Teacher for 32 hours total at Bridgewater, beginning 8/7/2023-8/18/2023. BA+10, step 10
- 3. Tait Narveson, Summer Instructor/Swim Assistant with Community Ed Recreation, beginning 6/26/2023-8/31/2023. Step 1-\$14.00/hr.
- 4. Christine Peterson, 1.0 FTE Special Ed Resource Room Teacher at the High School, beginning 8/24/2023. MA+40, Step 10
- 5. Caitlin Robertson, 1.0 FTE Special Ed Resource Room Teacher at Spring Creek, beginning 8/24/2023. MA, Step 5
- 6. Garret Swenson, Summer KidVentures Site Assistant for 15 hours/week at Spring Creek, beginning 6/16/2023-9/1/2023. Step 4-\$15.91/hr.
- 7. Kathy Lansing, Summer Bridges to Kindergarten Teacher for 40 hours plus 4 hours for prep at Spring Creek, beginning 8/7/2023-8/18/2023. Short call Sub Rate.
- 8. Shawna Molloy, 1.0 FTE Special Ed Teacher EBD at the Middle School, beginning 8/24/2023. MA, Step 6
- 9. Rose Taylor, Special Ed EA PCA for 6.75 hours/day at Spring Creek, beginning 8/28/2023. Step 2-\$17.03/hr. + \$2,500 PCA Stipend.
- 10. Luke VanZuilen, 1.0 FTE Long Term Substitute Health/Physical Education Teacher at the High School, beginning 8/23/2023-6/6/2024. BA, Step 5

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

- 1. Sara Bartholomew, Special Ed Teacher at the High School, add Special Ed Teacher ESY for up to 3.5 hours/day with the District, effective 6/28/2023-8/3/2023.
- Michael Bishop Garlitz, Targeted Services Substitute Teacher, add Summer Teacher Substitute and Club Leader for up to 6 hours/day at Bridgewater/Middle School, effective 6/14/2023-8/10/2023. Teacher \$40.00/hr. Club Leader \$23.65/hr.
- 3. Erin Blanck, ECFE EA at the NCEC, add Summer Casual ECFE EA for a total of 15 hours at the NCEC, effective 6/12/2023-8/22/2023.
- 4. Brianna Grabinger, ECFE EA at the NCEC, add Summer Casual ECFE EA for a total of 7 hours at the NCEC, effective 6/12/2023-8/22/2023.
- 5. Monica Irwin, Special Ed EA at Greenvale Park, add .50 FTE Special Ed Teacher EBD/DCD at Greenvale Park, effective 8/24/2023-6/6/2024.
- 6. Marcy Korynta, School Psychologist at the Middle School, add School Psychologist for up to 24 hours/week at the NCEC, effective 6/12/2023-7/31/2023. Lane/step
- 7. Annie Kruse, Early Childhood Coordinator at the NCEC, add Special Ed Teacher Mentor at the NCEC, effective 8/15/2023-6/6/2024. \$750 stipend
- 8. Jennifer Link, Special Ed Teacher at the Middle School, add Special Ed Teacher Mentor at the Middle School, effective 8/15/2023-6/6/2024. \$750 stipend
- 9. Armando Martinez Rosas, Night Custodian Engineer at Spring Creek, change to Night Custodian Engineer at the High School, effective 7/10/2023. Secondary rate +.30
- 10. Karen Murphy, Night Custodian Engineer at the High School, change to Night Custodian Engineer at the Middle School, effective 6/12/2023.
- 11. Kellie O'Meara, Instructor Assistant with Community Ed Recreation, add Summer Instructor Lead with Community Ed Recreation, effective 6/22/2023-8/31/2023. Step 1-\$15.00/hr.
- 12. Linda Perez, Instructor Assistant with Community Ed Recreation, add Summer Instructor Lead with Community Ed Recreation, effective 6/22/2023-8/31/2023. Step 2-\$15.25/hr.
- 13. Sam Richardson, Greenvale Park Principal, add Building Supervisor with Community Education, effective 6/26/2023. \$17.89/hr.
- 14. Christopher Rosas Bermudez, Summer Site Assistant at Bridgewater, add Summer Club Leader for up to 6 hours/day at Bridgewater, effective 6/14/2023-8/10/2023. \$23.65/hr.
- 15. Rebekka Schrank, General Education Teacher at Spring Creek, change to Special Ed Teacher at Spring Creek, effective 8/24/2023.

- 16. Natasha Smith, Summer Site Assistant at Bridgewater, add Summer Club Leader for up to 6 hours/day at Bridgewater, effective 6/14/2023-8/10/2023. \$23.65/hr.
- 17. Juan Trinidad Ramos, Night Custodian Engineer at the Middle School, change to Night Custodian Engineer at the High School, effective 6/12/2023.
- 18. Sarah Van Sickle, Youth Development Coordinator at the NCEC, change to Targeted Services Coordinator at the ALC, effective 7/1/2023.
- 19. Alicia Veltri, Special Ed Teacher at Greenvale Park, add Special Ed Teacher Mentor with Portage, effective 9/20/2022-6/9/2023. \$750 stipend
- 20. Margaret Witt, Sub Teacher with the District, add Special Ed Teacher ESY for up to 3.5 hours/day with the District, effective 6/28/2023-8/3/2023.
- 21. Community Education Summer Brochure Instructors.
- 22. Christian Blanck, .8 FTE Art Teacher at the High School, add .10 FTE Art Teacher at the High School, effective 8/24/2023-6/6/2024.
- 23. Liam Fisher, Auditorium Technician for 728 hours/year with Community Education, add Administrative Support Assistant Class IV for 1,352 hours/year (169 days) at the NCEC, effective 7/10/2023. Class IV, Step 1-\$22.54/hr.
- 24. Leah Grisim, Teacher at Spring Creek, add Middle School Assistant Girls Soccer Coach, effective 8/30/2023. \$2,539-Stipend
- 25. Mary Hotz Zenk, 1.0 FTE FACS Teacher at the High School, add an overload in lieu of supervision for semester 2 only at the High School, effective 8/22/2023-6/6/2024.
- 26. Roanne Johnson, Special Ed Teacher at Bridgewater, add Special Ed Teacher Mentor at Bridgewater, effective 8/15/2023-6/6/2024. \$750 stipend
- 27. Melanie Klein, Special Ed Teacher at Spring Creek, add Special Ed Teacher Mentor at Spring Creek, effective 8/15/2023-6/6/2024. \$750 stipend
- 28. Katherine Norrie, 1.0 FTE Art Teacher at the High School, add an overload in lieu of supervision for semester 1 only at the High School, effective 8/24/2023-6/6/2024.
- 29. Jacob Odell, Special Ed Teacher at the High School, add Special Ed Teacher Mentor at the High School, effective 8/15/2023-6/6/2024. \$750 stipend
- 30. Juan Trinidad Ramos, Night Custodian Engineer at the High School, change to Head Elementary Custodian at Bridgewater, effective 6/20/2023.
- 31. Alicia Veltri, Special Ed Teacher at Greenvale Park, add Special Ed Teacher Mentor with the District, effective 9/20/2022-6/6/9023. \$750 stipend

iii. <u>Leave of Absence</u>

1. Adria Fischer, Early Ventures Teacher at the NCEC, FMLA beginning on or about 10/3/2023-1/1/2024.

iv. Retirements/Resignations/Terminations

- 1. Denise Halvorson, .4 FTE French Teacher at the High School, resignation effective 6/22/2023.
- 2. Bonnie Johnson, Administrative Support Assistant at the NCEC, retirement effective 7/19/2023.
- 3. Maria Richert, Girls Assistant Cross Country Coach at the High School, resignation effective 6/26/2023.
- 4. Grace Swanson, KidVentures Site Assistant with Community Education, declined position effective 6/21/2023.
- 5. Rita Lattimore, Custodian at the Middle School, Retirement effective 6/28/2023.

7. Items for Individual Action

- a. <u>Nursing Proposal</u>. On a motion by Butler, seconded by Goerwitz, the board unanimously approved the addition of a year-round nurse at the NCEC partially funded through recently approved legislation for student support personnel effective for the 2023-24 school year.
- b. <u>Policy Committee Recommendations</u>. On a motion by Coleman, seconded by Goerwitz, the board unanimously approved the policy committee's recommended updates to the 2023-24 Early Ventures, Hand in Hand Preschool, and Kid Ventures Handbooks.
- c. <u>FY 2023 Audit Engagement Letter</u>. On a motion by Goerwitz, seconded by Butler, the board unanimously accepted the 2022-2023 Engagement Letter from CliftonLarsonAllen, LLP in the amount of \$19,600, Uniform Grant Guidance compliance audit of federal program expenditures (if needed) in the amount of \$4,000 per audited federal program, consulting assistance for SBITDA preparation tools, templates and

calculator in the amount of \$1,500, plus expenses. The engagement letter establishes the parameters and fees associated with the annual audit required by statute.

d. <u>Resolution Regarding Conducting School Business on the Federal Indigenous Peoples' Day.</u> On a motion by Goerwitz, seconded by Butler, the board unanimously approved by roll call vote, the following resolution regarding Indigenous Peoples' Day.

WHEREAS, Minnesota Statutes, Section 645.44, Subdivision 5, and Minnesota Statutes, 120A.42 gives the district an option of determining whether Indigenous Peoples' Day shall be a holiday, then BE IT RESOLVED, that Indigenous Peoples' Day on October 9, 2023, shall not be a holiday. Voting 'yes' was Butler, Coleman, Goerwitz, Gonzalez-George and Quinnell. No one voted 'no'. Absent: Miller and Nelson.

- e. Resolution Designation of Identified Official with Authority for the MDE External User Access
 Recertification System. On a motion by Butler, seconded by Coleman, the board unanimously approved by roll call vote, the resolution to authorize Dr. Matthew Hillmann to act as the Identified Official with Authority (IOwA) and Christine Neset to act as the IOwA to add and remove names only for Northfield Public Schools 0659-01. Voting 'yes' was Butler, Coleman, Goerwitz, Gonzalez-George and Quinnell. No one voted 'no'. Absent: Miller and Nelson.
- f. <u>Staffing Update and Contingency Request</u>. On a motion by Goerwitz, seconded by Coleman, the board unanimously approved to increase the district's contingency FTE budget from 1.5 FTE to 3.0 FTE for the 2023-24 school year.
- 8. Items for Information
- 9. Future Meetings
 - a. Monday, August 14, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
 - b. Monday, August 28, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
 - c. Monday, September 11, 2023, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- 10. Closed Session: Labor negotiation strategy

On a motion by Quinnell, seconded by Butler, the board unanimously moved to close the meeting as permitted by Minnesota Statute 13D.03 to discuss labor negotiations.

11. Adjournment

On a motion by Quinnell, seconded by Goerwitz, the board unanimously approved to adjourn the closed session at 8:22 p.m.

On a motion by Quinnell, seconded by Coleman, the board unanimously approved to adjourn at 8:22 p.m.

Amy Goerwitz School Board Clerk

RESOLUTION ACCEPTING DONATIONS

The following resolution was moved by and seconded by:
WHEREAS, Minnesota Statutes 123B.02, Sub. 6 provides: "The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education."; and
WHEREAS, Minnesota Statutes 465.03 provides: "Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full."; and
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;
THEREFORE, BE IT RESOLVED, that the School Board of Northfield Public Schools, ISD 659, gratefully accepts the following donations as identified on the attached document dated July 10, 2023.
The vote on adoption of the Resolution was as follows: Aye: Nay: Absent:
Whereupon, said Resolution was declared duly adopted.
By: Claudia Gonzalez-George, Chair By: Amy Goerwitz, Clerk

Who the bequest, donation, or gift is from Amount: \$989.67 Ordway Center for the Performing Arts \$1.004.32 Ordway Center for the Performing Arts \$6,725.00 Heather Hebel, Treasurer

\$175.00 Benjamin Bus, Inc.

University of MN School of Physics and Astronomy \$600.00

Nancy Kluver

\$750 St. John's Lutheran Church

\$50.00 gift card KwikTrip KwikTrip Bananas, ice, water Art supplies, cots, manipulatives, toys Stacy Bownman \$175.00 Benjamin Bus

1 Infant Walker 3 preschool bikes, 1 toddler scooter

Emily Blumhoefer \$100.00 Chess Club \$300.00 Merchants Bank \$200.00 Allina Health System \$20.00 Erika Campbell \$300.00 Premier Bank

What is the bequest, donation, or gift for?

Ordway field trip bus transportation reimbursement Ordway field trip bus transportation reimbursement

GVP teacher supply allocation donation

Little League Sponsorship

Physics Force field trip bus transportation reimbursement

GVP Snack Cart

Neighbors Helping Neighbors

All Comers Track Meet (bananas, ice, water)

ECFE, Hand in Hand, EarlyVentures and Kidventures

Little League Sponsorship Early Ventures Infant Room

NCEC programs Chess Club Chess Club Chess Club ALC Angel Funds Chess Club Sponsorship



DISTRICT OFFICE

201 Orchard Street South Northfield, MN 55057 PH 507.663.0600 • Fax 507.663.0611 www.northfieldschools.org

TO:

Dr. Matt Hillmann, Superintendent

FROM:

Val Mertesdorf, Director of Finance

DATE:

August 14, 2023

RE:

Board Approval of Financial Reports – April 2023

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of April 2023.

Bills totaling \$2,953,114.19 were paid in April 2023.

Payroll checks totaling \$3,475,589.39 were issued in April 2023.

No bond payments were paid in April 2023.

At the end of April 2023 Total Cash and Investments amounted to \$18,993,057.86. Wire transfers initiated by the district during April 2023:

\$650,000.00

From Frandsen General to Frandsen Sweep

\$1,350,000.00

From Frandsen Sweep to Frandsen General

The following financial reports for April 2023 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

- 1. Treasurer's Report
- 2. Disbursement Report

April 2023 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND	2,403,029.65	6,413,241.97	4,696,552.26	(1,704,815.37)	2,414,903.99 *
FOOD SERVICE	1,066,422.31	199,969.66	192,772.28	2,161.99	1,075,781.68
COMMUNITY ED	666,206.51	322,689.72	297,348.14	(2,728.88)	688,819.21
CONSTRUCTION ACCOUNT	(1,741,548.18)	-	164,745.84	-	(1,906,294.02)
DEBT SERVICE	1,764,540.12	-	-	-	1,764,540.12
SELF INSURANCE _	3,240,386.02	135,452.92	1,077,285.06	1,711,933.83	4,010,487.71
TOTALS	7,399,036.43	7,071,354.27	6,428,703.58	6,551.57	8,048,238.69
GENERAL FUND INVESTMENT	9,141,896.28	I=	-	-	9,141,896.28 *
CONSTRUCTION INVESTMENT	1,802,922.89	-	-		1,802,922.89
	10,944,819.17	-	-	-	10,944,819.17
GRAND TOTALS	24,435,399.36	7,071,354.27	6,428,703.58	6,551.57	18,993,057.86

^{*}General Fund includes Certificate of Deposit amount

Disbursement Report

ISD 659 - Northfield

April 2023

Disbursements:

Bills Paid:

 General Fund
 \$ 1,569,436.90

 Food Service Fund
 97,295.59

 Community Services Fund
 44,350.80

 Construction Fund
 164,745.84

 Trust & Agency Fund

 Self Insurance Fund
 1,077,285.06

Total Bills Paid 2,953,114.19

Payroll:

General Fund3,127,115.36Food Service Fund95,476.69Community Services Fund252,997.34

Trust Fund

Self Insurance Fund

Total Payroll 3,475,589.39

Bond Payments:

Debt Redemption Fund
Total Bond Payments

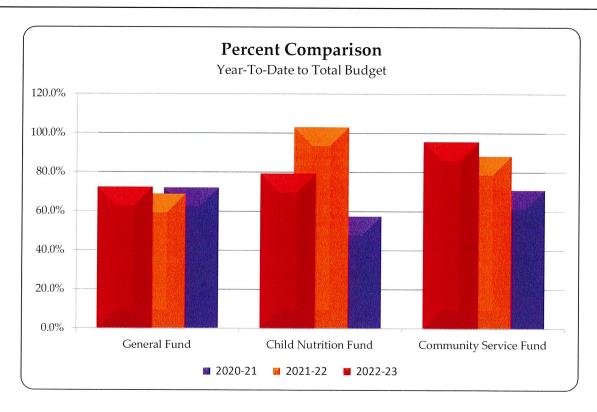
Total Disbursements \$6,428,703.58



STATEMENT OF REVENUES

For the month ended April 30, 2023

	Year-			YTD as % of Budget			
Fund	 To-Date		Budget	2022-23	2021-22	2020-21	
General Fund							
Property Taxes	\$ 6,078,034	\$	14,359,850	42.3%	42.8%	44.7%	
State Sources	32,743,358		40,040,698	81.8%	80.1%	82.3%	
Federal Sources	2,477,175		4,210,778	58.8%	27.3%	68.4%	
Local Sources	1,893,357		1,174,862	161.2%	105.0%	58.9%	
Total	\$ 43,191,924	\$	59,786,188	72.2%	68.8%	71.9%	
Child Nutrition Fund	\$ 1,769,903	\$	2,236,019	79.2%	102.9%	57.4%	
Community Service Fund	2,955,570		3,093,342	95.5%	88.2%	70.8%	
Construction Fund	8,537		-	0.0%	0.0%	174.2%	
Debt Service Fund	3,815,931		6,276,751	60.8%	62.7%	238.6%	
Internal Service Fund	8,558,143		10,415,363	82.2%	98.2%	87.2%	
Total All Funds	\$ 60,300,008	\$	81,807,663	73.7%	77.1%	86.5%	

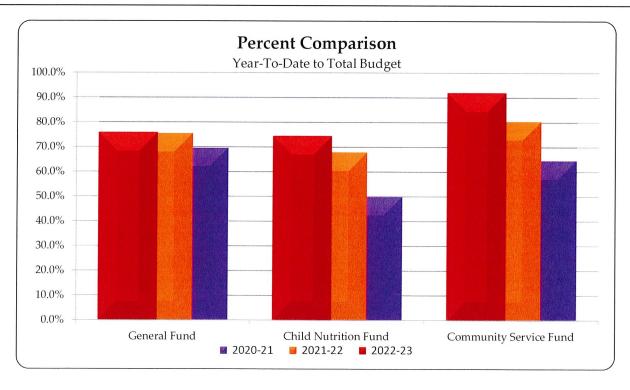




STATEMENT OF EXPENDITURES

For the month ended April 30, 2023

Year-					YTE	YTD as % of Budget		
Fund	To-Date			Budget	2022-23	2021-22	2020-21	
General Fund								
Salaries	\$	25,609,608	\$	35,163,483	72.8%	73.2%	68.4%	
Benefits		10,079,716		13,400,306	75.2%	68.1%	68.7%	
Purchased Services		5,798,851		7,231,328	80.2%	91.0%	67.9%	
Supplies & Materials		2,148,866		2,222,463	96.7%	112.1%	79.2%	
Capital Expenditures		2,828,860		3,235,325	87.4%	85.2%	95.0%	
Other Expenses		397,074		496,152	80.0%	36.6%	41.1%	
Total General Fund	\$	46,862,975	\$	61,749,057	75.9%	75.5%	69.6%	
Child Nutrition Fund	\$	1,856,253	\$	2,491,863	74.5%	67.9%	49.9%	
Community Service Fund		3,034,367		3,297,216	92.0%	80.3%	64.6%	
Construction Fund		1,270,602		-	0.0%	0.0%	107.1%	
Debt Service Fund		5,926,003		5,926,053	100.0%	100.0%	249.5%	
Internal Service Fund		8,314,244		10,706,543	77.7%	94.8%	93.2%	
Total All Funds	\$	67,264,444	\$	84,170,732	79.9%	79.4%	89.1%	
			-					





DISTRICT OFFICE

201 Orchard Street South Northfield, MN 55057 PH 507.663.0600 • Fax 507.663.0611 www.northfieldschools.org

TO:

Dr. Matt Hillmann, Superintendent

FROM:

Val Mertesdorf, Director of Finance

DATE:

August 14, 2023

RE:

Board Approval of Financial Reports – May 2023

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of May 2023.

Bills totaling \$2,039,841.89 were paid in May 2023.

Payroll checks totaling \$3,595,383.22 were issued in May 2023.

No bond payments were paid in May 2023.

At the end of May 2023 Total Cash and Investments amounted to \$24,398,481.84. Wire transfers initiated by the district during May 2023:

\$250,000.00

From Frandsen General to Frandsen Sweep

\$650,000.00

From Frandsen Sweep to Frandsen General

The following financial reports for May 2023 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

- 1. Treasurer's Report
- 2. Disbursement Report

May 2023 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND	2,414,903.99	8,627,815.85	4,213,031.77	(918,268.22)	5,911,419.85 *
FOOD SERVICE	1,075,781.68	214,113.52	287,362.16	4,500.94	1,007,033.98
COMMUNITY ED	688,819.21	387,747.88	330,120.06	(1,816.22)	744,630.81
CONSTRUCTION ACCOUNT	(1,906,294.02)	-	-	-	(1,906,294.02)
DEBT SERVICE	1,764,540.12	1,765,831.14	-	1-	3,530,371.26
SELF INSURANCE	4,010,487.71	39,575.66	804,711.12	921,148.54	4,166,500.79
TOTALS	8,048,238.69	11,035,084.05	5,635,225.11	5,565.04	13,453,662.67
GENERAL FUND INVESTMENT	9,141,896.28	-		-	9,141,896.28 *
CONSTRUCTION INVESTMENT	1,802,922.89	-			1,802,922.89
	10,944,819.17	-	-	-	10,944,819.17
GRAND TOTALS	24,435,399.36	11,035,084.05	5,635,225.11	5,565.04	24,398,481.84

^{*}General Fund includes Certificate of Deposit amount

Disbursement Report

ISD 659 - Northfield

May 2023

Disbursements:

Bills Paid:

 General Fund
 \$ 1,020,677.31

 Food Service Fund
 153,885.36

 Community Services Fund
 60,568.10

 Construction Fund

 Trust & Agency Fund

 Self Insurance Fund
 804,711.12

 Total Bills Paid

2,039,841.89

Payroll:

 General Fund
 3,192,354.46

 Food Service Fund
 133,476.80

 Community Services Fund
 269,551.96

Trust Fund

Self Insurance Fund

Total Payroll 3,595,383.22

Bond Payments:

Debt Redemption Fund
Total Bond Payments

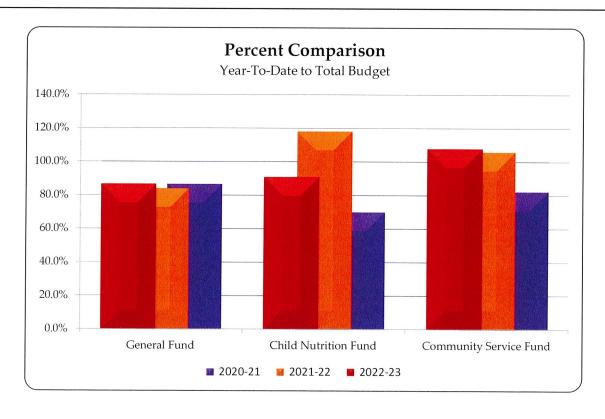
Total Disbursements \$5,635,225.11



STATEMENT OF REVENUES

For the month ended May 31, 2023

	Year-			YTD as % of Budget			
Fund	 To-Date		Budget	2022-23	2021-22	2020-21	
General Fund							
Property Taxes	\$ 9,720,061	\$	14,359,850	67.7%	67.0%	69.6%	
State Sources	37,498,987		40,040,698	93.7%	91.9%	94.3%	
Federal Sources	2,477,175		4,210,778	58.8%	45.9%	71.3%	
Local Sources	2,062,321		1,174,862	175.5%	114.4%	65.4%	
Total	\$ 51,758,544	\$	59,786,188	86.6%	83.9%	86.5%	
Child Nutrition Fund	\$ 2,029,254	\$	2,236,019	90.8%	118.0%	69.9%	
Community Service Fund	3,332,259		3,093,342	107.7%	105.7%	82.2%	
Construction Fund	8,537		-	0.0%	0.0%	174.2%	
Debt Service Fund	5,581,762		6,276,751	88.9%	90.7%	266.1%	
Internal Service Fund	9,516,990		10,415,363	91.4%	110.1%	97.9%	
Total All Funds	\$ 72,227,346	\$	81,807,663	88.3%	93.0%	101.5%	

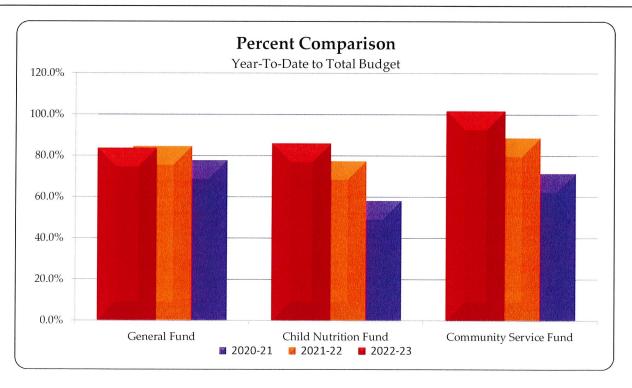




STATEMENT OF EXPENDITURES

For the month ended May 31, 2023

		Year-			YTD as % of Budget			
Fund	To-Date		R. L. Tille Co.	Budget	2022-23	2021-22	2020-21	
General Fund								
Salaries	\$	28,717,355	\$	35,163,483	81.7%	82.0%	77.0%	
Benefits		11,407,829		13,400,306	85.1%	76.6%	76.4%	
Purchased Services		6,204,595		7,231,328	85.8%	103.4%	77.3%	
Supplies & Materials		2,252,880		2,222,463	101.4%	120.3%	85.1%	
Capital Expenditures		2,712,008		3,235,325	83.8%	88.9%	99.6%	
Other Expenses		401,413		496,152	80.9%	41.8%	43.3%	
Total General Fund	\$	51,696,080	\$	61,749,057	83.7%	84.5%	77.7%	
Child Nutrition Fund	\$	2,142,398	\$	2,491,863	86.0%	77.3%	58.1%	
Community Service Fund		3,353,037		3,297,216	101.7%	88.7%	71.4%	
Construction Fund		1,270,602		-	0.0%	0.0%	107.2%	
Debt Service Fund		5,926,003		5,926,053	100.0%	100.0%	249.5%	
Internal Service Fund		9,116,757		10,706,543	85.2%	103.8%	101.9%	
Total All Funds	\$	73,504,877	\$	84,170,732	87.3%	89.4%	95.8%	



Policy 406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to Northfield School District employees about the data the district collects and maintains regarding its employees, volunteers, independent contractors, and applicants ("personnel").

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is not public and is accessible only to the following:
 - The subject of the data, as limited by any applicable state or federal law.
 - Individuals within the district whose work assignments reasonably require access.
 - Entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data.
 - Entities or individuals given access by the express written direction of the data subject.
- C. "Confidential" means the data are not public and are not accessible to the subject.
- D. "Parking space leasing data" means the following government data on an applicant for, or lessee of, a parking space: residence address, home or cell phone number, beginning and ending work hours, place of employment, location of parking space and work telephone number.
- E. "Personnel data" means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the district. Personnel data also include data submitted to the school district by an employee as part of an organized self-evaluation effort by the district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve district operations.
- F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- G. "Protected health information" means individually identifiable health information as

defined in 45 Code of Federal Regulations ("C.F.R.") Section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider; in connection with a transaction covered by 45 C.F.R. Parts 160, 162 and 164. Protected health information excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a district in its role as employer, and records regarding a person who has been deceased for more than fifty (50) years.

H. "Public officials" means business managers, human resource directors, athletic directors whose duties include at least 50% of their time spent in administration, personnel, supervision, and evaluation; chief financial officers, directors, and individuals defined as superintendents, principals, and individuals employed in comparable positions at a charter school.

IV. PUBLIC PERSONNEL DATA

- A. The following information about current and former employees, volunteers and independent contractors of the district, is public:
 - Name.
 - Employee identification number, which may not be the employee's Social Security number.
 - Actual gross salary.
 - Salary range.
 - Terms and conditions of employment relationships.
 - Contract fees.
 - Actual gross pension.
 - The value and nature of employer-paid fringe benefits.
 - The basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary.
 - Job title.
 - Bargaining unit.
 - Job description.
 - Education and training background.
 - Previous work experience.
 - Date of first and last employment.
 - The existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action.
 - The final disposition of any disciplinary action, as defined in Minnesota Statutes, Section 13.43, Subdivision 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the district.
 - The complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money such agreement may not have

the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data.

- Work location.
- Work telephone number.
- Badge number.
- Work-related continuing education.
- Honors and awards received.
- Payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- B. The following information about current and former applicants for employment by the district is public:
 - Veteran status
 - Relevant test scores
 - Rank on eligible list
 - Job history
 - Education and training
 - Work availability
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.
- D. Applicants for appointment to a public body:
 - 1. Data about applicants collected by the district through an employment application are private data on individuals except that the following are public:
 - a. Name
 - b. City of residence, except when the appointment has a residency requirement that requires the entire address to be public
 - c. Education and training
 - d. Employment history
 - e. Volunteer work
 - f. Awards and honors
 - g. Prior government service
 - h. Any data required to be provided or that are voluntarily provided in an application for appointment to a multi-member agency pursuant to Minnesota Statutes 15.0597
 - i. Veteran status
 - 2. Once an individual is appointed to a public body, the following additional data are public:
 - a. Residential address

- b. Either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee
- c. First and last dates of service in the position
- d. The existence and status of any complaints or charges against an appointee
- e. Upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation
- 3. Not withstanding paragraph 2, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes Section 13.43, Subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutues Section 13.43, Subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.

Data relating to a complaint or charge against a public official is public only if:

- 1. The complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending, or
- 2. Potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data not listed in Section IV are private data and will not be otherwise released unless authorized by law. The following data are private:
 - 1. Data pertaining to an employee's dependents.
 - 2. Data created, collected or maintained by the district to administer employee assistance programs.
 - 3. Parking space leasing data with regard to data on individuals.
 - 4. An individual's checking account number is private when submitted to a government entity.
- B. Labor Organizations -- Personnel data may must be disseminated to labor organizations to the extent necessary the responsible authority determines the dissemination is

necessary for the labor organization to conduct elections, investigate and process grievances, notify employees of fair share fee assessments and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

<u>Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must</u> be disseminated to an exclusive representative under the terms of that subdivision.

- C. Employee photographs -- The district may display a photograph of a current or former employee to prospective witnesses as part of the district's investigation of any complaint or charge against the employee.
- D. Protect from harm -- The district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - The person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order,
 - A pre-petition screening team conducting an investigation of the employee under Minnesota Statutes Section 253B.07, Subdivision 1.
 - A court, law enforcement agency or prosecuting authority.
- E. Criminal investigations -- Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.
- F. Complaints -- A complainant has access to a statement provided by the complainant to the district in connection with a complaint or charge against an employee.
- G. Harassment -- When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the

complainant or other witnesses if the responsible authority determines that the employee's access to that data would threaten the personal safety of the complainant or a witness, or subject the complainant or witness to harassment.

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

H. Licensing -- The district must report to the Minnesota Professional Educator Licensing and Standards Board ("PELSB"), or the Board of School Administrators ("BOSA), whichever has jurisdiction over the teacher's or administrator's license as required by Minnesota Statutes, Section 122A.20, subdivision 2, and shall, upon written request from the appropriate licensing board having jurisdiction over license, provide the licensing board with information about the teacher or administrator from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, Section 122A.20, subdivision 2.

NOTE: The obligation to make a report set forth in this section applies equally to charter school boards and their executive directors and charter school authorizers.

- I. Unemployment insurance -- Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes. Ch. 268.
- J. Student maltreatment -- When a report of alleged maltreatment of a student in an elementary, middle school, high school or charter school is made to the Commissioner of the Minnesota Department of Education ("MDE") under Minnesota Statutes Chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines.
- K. Sexual contact -- The district shall release to a requesting district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if:
 - An investigation conducted by or on behalf of the district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data.
 - The employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school

district or charter school requesting the data after the employee applies for employment with that district or charter school and the data remain classified as provided in Minnesota Statutes Chapter 13.

Data that are released under this paragraph must not include data on the student.

- L. District surveys -- Data submitted by an employee to the district as part of an organized self-evaluation effort by the district to request suggestions from all employees on ways to cut costs, make the district more efficient, or improve the district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- M. Protected Health information -- Protected health information about employees, as defined in 45 C.F.R. Parts 160 and 164, is private and will not be disclosed except as permitted or required by law.
- N. Home contact information -- Personal home contact information for employees may be used by the district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of district operation and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the district or government entity.
- O. Contractor or subcontractor home contact information -- The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the district and a contractor or subcontractor entered on or after Aug. 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- P. License revocation -- When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, Section 122A.40, subdivision 13(b), or when the Commissioner of MDE makes a final determination of child maltreatment involving a teacher, under Minnesota Statues, Section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, Section 13.41, subdivision 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of

background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes Chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

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

VIII. RESPONSIBLE AUTHORITY

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

The responsible authority, or a district employee if so designated, shall serve as the district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An Employee Authorization form is included as an addendum to this policy.

Policy 406 Public and Private Personnel Data

Adopted: 02.28.2005; Updated: 05.2013; 12.2013; 02.2015; 07.01.2019; 10.11.2021; Statutory Update: INSERT DATE HERE

School Board

NORTHFIELD SCHOOL DISTRICT NO. 659

Northfield, Minnesota

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

Minn. Stat. § 13.02 (Definitions)

Minn. Stat. § 13.03 (Access to Government Data) Minn. Stat. § 13.05 (Duties of Responsible Authority) Minn. Stat. § 13.37 (General Nonpublic Data) Minn. Stat. § 13.39 (Civil Investigation Data) Minn. Stat. § 13.41 (Licensing Data – Public Data)

Minn. Stat. § 13.43 (Personnel Data)

Minn. Stat. § 13.601. subd. 3 (Applicants for Employment) Minn. Stat. § 122A.20, subd. 2 (Mandatory Reporting)

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

Minn. Stat. § 123B.03 (Background Check)

Minn. Stat. § 123B.143, Ssubd. 2 (Disclose Past Buyouts) Minn. Stat. Ch. 179 (Minnesota Labor Relations Act) Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)

Minn. Stat. § 253B.07,(Judicial Commitment: Preliminary Procedures)

Minn. Stat. § 260E (Reporting of Maltreatment of Minors)

Minn. Stat. Ch. 268 (Unemployment Insurance)

Minn. R. Pt. 1205 (Data Practices)

P.L. 104-191 (HIPPA)

45 C.F.R. Parts 160, 162 and 164 (HIPPA Regulations)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

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

MSBA/MASA Model Policy 722 (Public Data Requests)

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

Policy 504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to establish expectations of dress and appearance that support and enhance the educational process of the Northfield School District.

II. GENERAL STATEMENT OF POLICY

- A. Dressing appropriately for school activities is the joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
 - 1. Clothing appropriate for the weather.
 - 2. Clothing that does not create a health or safety hazard.
 - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
 - 4. Footwear that does not present a safety hazard.
- C. Hair or hairstyles choices are at the discretion of the individual student. This includes but is not limited to hair texture and hair styles such as braids, locks, and twists.
- D. The district must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.
- E. <u>Clothing that cannot be worn includes</u> Inappropriate clothing includes, but is not limited to, the following:
 - 1. Clothing bearing a message that is lewd, vulgar, obscene, defamatory, profane, sexually explicit or discriminatory.
 - 2. Apparel promoting products or activities that are illegal for use by minors.
 - 3. Emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in board policy 413.
 - 4. Dress or <u>appearance</u> grooming that interferes with the educational environment of the school or the classroom.
 - 5. Any apparel or footwear that would damage school property.

- F. The use of headgear, including hats or head coverings, are governed by the school handbooks and Student Citizenship Handbook.
- G. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, do not advocate violence or harassment against others, or create a disruption in the school environment.
- H. "Gang," as defined in this policy, means any ongoing organization, association or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

HI. PROCEDURES

- A. When, in the judgment of the administration (principal, assistant principal, and/or designee), a student's grooming or mode of dress does not adhere to this policy, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified and other disciplinary measures may be taken.
- B. Dress and grooming guidelines shall be included in the elementary, middle school, and high school handbooks. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. An organized student group shall receive administrative approval before recommending a form of dress for a specific student sponsored event.
- D. Any student who feels offended by an individual's dress may report that concern to staff, a teacher or to school administration in the building.

Policy 504 Student Dress and Appearance

Adopted: 02.26.2007; Updated 12.2013, 05.23.2022, INSERT DATE HERE

Board of Education INDEPENDENT SCHOOL DISTRICT NO. 659 Northfield, Minnesota Legal References: U. S. Const., amend. I

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

Stephenson v. Davenport Community School District, 110 F.3d 1303 (8th Cir. 1997)

B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)

D.B. ex rel. Brogdon v. Lafon, 217 Fed. Appx. 518 (6th Cir. 2007)

Hardwick v. Heyward, 711 F.3d 426 (4th Cir.2013)

B.W.A. v. Farmington R-7 Sch. Dist., 554 F. 3d 734 (8th Cir. 2009) Madrid v. Anthony, 510 F. Supp.2d 425 (S.D. Tex. 2007)

Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)

Hicks v. Halifax County Board of Educ., 93 F.Supp.2d 649 (E.D.N.C. 1999) McIntire v. Bethel School, I.S.D. No. 3, 804 F. Supp. 1415 (W.D. Okla. 1992) Olesen v. Board of Educ. of Sch. Dist. No. 228, 676 F. Supp. 820, (N.D. III. 1987)

Cross References: Board Policy 413 (Harassment and Violence)

Board Policy 506 (Student Discipline) Board Policy 525 (Violence Prevention)

Policy 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The Northfield School District recognizes its responsibility in regard to purpose of this policy is to provide guidance to the Northfield School District in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the Board of Education, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. <u>Authorized Representative</u>

"Authorized Representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal of state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric Record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance" as referred to in "Directory Information" means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. It does not include specific daily records of a student's attendance at a school or schools in the school district.

D. <u>Directory Information</u>

- 1. "Directory information," <u>under federal law</u>, means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's:
 - Name.

- Address.
- Telephone listing.
- Electronic mail address.
- Photograph.
- Date and place of birth.
- Major field of study.
- Dates of attendance.
- Grade level.
- Enrollment status (i.e. full-time or part-time).
- Participation in officially recognized activities and sports.
- Weight and height of members of athletic teams.
- Degrees, honors and awards received.
- Most recent educational agency or institution attended.
- Name, address and telephone number of the student's parent(s).

Directory information does not include a student's:

- Social security number.
- Identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identify such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.
- ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student.
- Personally identifiable data which references religion, race, color, social position or nationality.
- Data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent.
- 2. <u>Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information."</u>

E. Education Records

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

- 1. "Education records" does not include:
 - a. Records of instructional personnel that are:
 - 1. Kept in the sole possession of the maker of the record.
 - 2. Used only as a personal memory aid.

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

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

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

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's

involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, student discipline, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to perform:

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

J. Parent

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

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to:

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

7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

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

M. Responsible Authority

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

N. Student

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

O. School Official

"School official" includes a person:

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

B. <u>Eligible Students</u>

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

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations section 300.610-300.617 with regard to the privacy, notice, access, recordkeeping and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

- 2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a. A specification of the records to be disclosed.
 - b. The purpose or purposes of the disclosure.
 - c. The party or class of parties to whom the disclosure may be made.
 - d. The consequences of giving informed consent.
 - e. If appropriate, a termination date for the consent.
- 3. When a disclosure is made under this subdivision:
 - a. If the parent or eligible student so requests, the district shall provide him or her with a copy of the records disclosed.
 - b. If the parent of a student who is not an eligible student so requests, the district shall provide the student with a copy of the records disclosed.
- 4. A signed and dated written consent may include a record and signature in electronic form that:
 - a. Identifies and authenticates a particular person as the source of the electronic consent.
 - b. Indicates such person's approval of the information contained in the electronic consent.
- 5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
 - a. In plain language.
 - b. Dated.
 - c. Specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject.
 - d. Specific as to the nature of the information the subject is authorizing to be disclosed.
 - e. Specific as to the persons or agencies to whom the subject is authorizing information to be disclosed.
 - f. Specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future.
 - g. Specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for:
 - (i) Life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.

- (ii) Medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a district that are subject to third party reimbursement.
- 6. <u>Eligible Student Consent</u>. Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in this policy.

B. Prior Consent for Disclosure Not Required

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

- 1. To other school officials, including teachers, within the district whom the school district determines have a legitimate educational interest in such records.
- 2. To a contractor, consultant, volunteer, or other party to whom the district has outsourced institutional services or functions provided that the outside party:
 - a. Performs an institutional service or function for which the district would otherwise use employees.
 - b. Is under the direct control of the .district with respect to the use and maintenance of education records.
 - c. Will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
- 3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section Annual Notification of Rights), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes Section 260B.171, unless the data are required to be destroyed under Minnesota Statutes Section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with this policy.

- 4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law.
- 5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. Determine eligibility for the aid.
 - b. Determine the amount of the aid.
 - c. Determine conditions for the aid.
 - d. Enforce the terms and conditions of the aid.

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

- 6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. Before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released.
 - b. After November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.
- 7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the district enters into a written agreement with the organization that:
 - a. Specifies the purpose, scope, and duration of the study or studies and the information to be disclosed.

- b. Requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement.
- c. Requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests.
- d. Requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be or destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.
- 8. To accrediting organizations in order to carry out their accrediting functions.
- 9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes.
- 10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself.
- 11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to

disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student.

- 12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals.
- 13. Information the district has designated as "directory information" pursuant to this policy.
- 14. To military recruiting officers and post-secondary educational institutions pursuant to this policy.
- 15. To the parent of a student who is not an eligible student or to the student himself or herself.
- 16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.
- 17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students.
- 18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a. The following information about a student must be disclosed:
 - i. A student's full name, home address, telephone number, date of birth, a student's school schedule, daily attendance record, and photographs, if any, and any parents' names, home addresses, and telephone numbers.
 - b. The existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory

form and it must contain an explanation of why access to the information is necessary to serve the student:

- 1. Use of a controlled substance, alcohol, or tobacco.
- 2. Assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act.
- 3. Possession or use of weapons or look-alike weapons.
- 4. Theft.
- 5. Vandalism or other damage to property.

Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

- 19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes Section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.
- 20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes

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

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

- 21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1996 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that:
 - a) Any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary, and
 - b) Any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements. Or
- 22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the

student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. <u>Classification</u>Educational Data

- 1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5.
 - b. United States Code, title 20, section 1232g, and Code of Federal
 Regulations, title 34, section 99.37, which were in effect on
 January 3, 2012.
- 2. The district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.
- 3. When requested, the district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the district).

C. Present Students and Parents

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

- 1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.
- 2. <u>The district shall give annually give public</u> notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. The types of personally identifiable information regarding students and/or parents that the school district has designated as directory information.
 - b. The parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information, and
 - c. The period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
- 3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in this policy.
- 4. A parent or eligible student may not opt out of the directory information disclosures to:
 - a. Prevent the district from disclosing or requiring the student to disclose the student's name, ID, or school district email address in a class in which the student is enrolled.
 - b. Prevent the district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the district as directory information.
- 5. The district shall not disclose or confirm directory information without meeting the written consent requirements contained in this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.
- D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. <u>Duration</u>

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

- 1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors, whether:
 - a. The minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access.
 - b. The personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm.
 - c. There are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate.
 - d. The data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject.

e. The data concerns medical, dental or other health services provided pursuant to Minnesota Statutes Sections 144.341 to 144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

- 1. The district may make any data classified as protected non-public or confidential data pursuant to this subdivision accessible to any person, agency or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
- 2. A complainant has access to a statement he or she provided to the district.
- 3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.
- 4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events
 - a. A decision by the district, or by the chief attorney for the district, not to pursue the civil legal action. However, such investigation may subsequently become active if the district or its attorney decides to renew the civil legal action.
 - b. The expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action.
 - c. The exhaustion or expiration of rights of appeal by either party to the civil legal action.
- 5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative or arbitration proceedings.

D. Chemical Abuse Records

To the extent the district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

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

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

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

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

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

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

C. Classification of Disclosed Data

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

D. Notification

The district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Release of Directory Information of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the

Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 United States Code section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY, RECORD SECURITY, AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

The principal of each school and the director of special services, subject to the supervision and control of the superintendent, shall be the records manager of their school or program and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records. The Office of the Superintendent shall be the records manager for student records maintained in the district storage.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

- 1. A description of records maintained.
- 2. Titles and addresses of person(s) responsible for the security of student records.
- 3. Location of student records, by category, in the buildings.
- 4. Means of securing student records.
- 5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

- 1. The district shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student, that indicates:
 - a. The parties who have requested or obtained personally identifiable information from the education records of the student.

- b. The legitimate interests these parties had in requesting or obtaining the information.
- c. The date of the request.
- d. The names of the state and local educational authorities and federal officials and agencies listed in this policy may make further disclosures of personally identifiable information from the student's education records without consent.
- e. Whether the request was granted and, if it was, the date access was permitted or the disclosure was made.
- Section C above does not apply to disclosures to a parent of a student or an

 eligible student, disclosures pursuant to the written consent of a parent of a
 student or an eligible student when the consent is specific with respect to the party
 or parties to whom the disclosure is to be made, disclosures to school officials
 under Disclosure of Education Records or disclosures of directory information
 under Release of Directory Information.
- 3. In the event the district discloses personally identifiable information from an education record of a student pursuant to this policy, the record of disclosure required under this section shall also include:
 - a. The names of the additional parties to which the receiving party may disclose the information on behalf of the school district.
 - b. The legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information.
 - c. A copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
- 4.3 Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.
- 5.4 The record of requests of disclosures may be inspected by:

- a. The parent of the student or the eligible student.
- b. The school official or his or her assistants who are responsible for the custody of the records.
- c. The parties authorized by law to audit the record-keeping procedures of the district.
- 6.5 The district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a. The articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure.
 - b. The parties to whom the district disclosed the information.
- 7.6 The record of requests and disclosures shall be maintained with the education records of the student as long as the district maintains the student's education records.

XIII. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. <u>Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is</u>
Also a Dependent Student/Response to Request for Access

The district shall permit the parent/guardian of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the district to inspect and review all education records of the student (except those records which are made confidential by state or federal law). A written request must be submitted in accordance with district procedure. All education records include education records kept by teachers, counselors and other school staff members, and education records kept in school offices and district-level records storage. The district shall comply with a request immediately, if possible, or within ten (10) working days of the date of that request, excluding Saturdays, Sundays and legal holidays.

B. Right to Inspect and Review

The right to inspect and review education records includes:

- 1. The right to a response from the district to reasonable requests for explanations and interpretations of the records.
- 2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
- 3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.
- C. The district may presume that either parent of the student has authority to inspect and review the education records of the student unless the district has been provided with evidence that there is a legally binding instrument, or a state law or court order

governing such matters as divorce, separation or custody, which provides to the contrary.

D. The school district shall charge a reasonable fee for providing copies of records. The cost of providing copies shall be borne by the parent or eligible student, except when to do so would impair the ability of the parent or the eligible student to exercise their right to inspect and review those records. Copying costs shall be waived for families eligible for free or reduced school lunch. Parents or eligible students shall request a fee waiver in writing.

EC. Form of Request

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

F.D Collection of Student Records

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

H.-E. Records Containing Information on More Than One Student

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

H.—F-Authority to Inspect or Review

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

J.—G.Fees for Copies of Records

- 1. The district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the district shall consider the following:
 - a. The cost of materials, including paper, used to provide the copies.
 - b. The cost of the labor required to prepare the copies.
 - c. Any schedule of standard copying charges established by the school district in its normal course of operations.
 - d. Any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems.
 - e. Mailing costs.

- 2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
- 3. The cost of providing copies shall be borne by the parent or eligible student.
- 4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XIV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

B. Right to a Hearing

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

- 1. If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
- 2. If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of students, it shall inform the parent or eligible student of the right to place a

statement in the record commenting on the contested information in the record or stating why they disagree with the decision of the district, or both.

- 3. Any statement placed in the education records of the student based on the results of a hearing to amend that student's records shall:
 - a. Be maintained by the district as part of the education records of the student as long as the record or contested portion thereof is maintained by the district.
 - b. If the education records of the student or the contested portion thereof is disclosed by the district to any party, the statement shall also be disclosed to that party.

C. Conduct of Hearing

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

D. Appeal

The final decision of the superintendent (responsible authority) or designated representative may be appealed in accordance with the applicable provisions of Minnesota Statutes, chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means building principal.

C. Any request by an individual with a disability for reasonable modifications of the district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

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

XVIII. WAIVER

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

XVIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

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

the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

- B. The district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.
- C. The district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Policy 515 Protection and Privacy of Pupil Records

Adopted: 08.25.2008; Updated: 04.2011, 05.14.2012, 05.14.2013, 12.2013, 06.2018; Non-Substantive Updates: 12.02.2019; Updated: 02.14.2022; Substantive Updates: 10.24.2022; Statutory Update: INSERT DATE HERE

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

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

Minn. Stat. Ch. 13.32, Subd. 5 (Directory Information)

Minn. Stat. § 13.393 (Attorneys)

Minn. Stat. Ch. 14 (Administrative Procedures Act)

Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)

Minn. Stat. § 121A.75 (Receipt of Records; Sharing)

Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)

Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)

Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)

Minn. Stat. Ch. 256L (MinnesotaCare)

Minn. Stat. § 260B.171, subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)

Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Minn. Stat. § 363A.42 (Public Records; Accessibility)

Minn, Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)

10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)

18 U.S.C. § 2331 (Definitions)

18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)

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

20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)

20 U.S.C. § 7908 (Armed Forces Recruiting Information)

20 U.S.C. § 7917 (Transfer of School Disciplinary Records)

25 U.S.C. § 5304 (Definitions - Tribal Organization)

26 U.S.C. §§ 151 and 152 (Internal Revenue Code)

42 U.S.C. § 1711 et seq. (Child Nutrition Act)

42 U.S.C. § 1751 et seq. (Richard B. Russell National School Lunch Act)

34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

34 C.F.R. § 300.610-300.627 (Confidentiality of Information)

42 C.F.R. § 2.1 et seq. (Confidentiality of Drug Abuse Patient Records)

Gonzaga University v. Doe, 536 U.S. 273, 309 (2002)

Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual

Abuse)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse) MSBA/MASA Model Policy 506 (Student Discipline)

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

MSBA/MASA Model Policy 520 (Student Surveys)

MSBA/MASA Model Policy 711 (Video Recording on School Buses)

MSBA/MASA Model Policy 722 (Public Data Requests)

MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders) MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Policy 603 CURRICULUM DEVELOPMENT

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the Northfield School District curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the district.

III. RESPONSIBILITY

The superintendent or their designee shall be responsible for curriculum development and for determining the most effective way of conducting research on the district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent or their designee that will provide for periodic reviews of each curriculum area

IV. DISTRICT ADVISORY COMMITTEE

- A. The Board of Education <u>must shall</u> establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.
- B. The district advisory committee, to the extent possible, <u>must shall</u> reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents <u>must shall</u> comprise at least two-thirds of advisory committee members.
- C. The district advisory committee <u>must shall</u> pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.
- D. The district may establish site teams as subcommittees of the district advisory committee.
- E. The district advisory committee <u>must</u> shall recommend to the board:
 - 1. Rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes sections 120B.11, subdivision 1a, section 120B.022, subdivisions 1a and 1b, and section 120B.35.
 - 2. District assessments.

- 3. Means to improve students' equitable access to effective and more diverse teachers.
- 4. <u>Strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population.</u>
- 5. Strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups.
- 6. Program evaluations.
- F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

- A. Within the ongoing process of curriculum development, the following needs shall be addressed:
 - 1. Provide for articulation of courses of study from kindergarten through grade twelve.
 - 2. Identify minimum objectives for each course and at each elementary grade level.
 - 3. Provide for continuing evaluation of programs for the purpose of attaining district objectives.
 - 4. Provide a program for ongoing monitoring of student progress.
 - 5. Provide for specific, particular, and special needs of all members of the student community.
 - 6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and

teachers providing comprehensive, scientifically based reading instruction consistent with law.

- 7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
- 8. Meet all applicable requirements of the Minnesota Department of Education and federal law.
- B. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be sereened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be sereened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minnesota Statutes section 120B.12, Subd. 2.
- €.<u>B</u>. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes section 120A.20, subdivision 1(c). A student's plan under this section shall continue while the student is enrolled.
- D.C. The superintendent shall be responsible for keeping the board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for board review and approval.
- <u>E.D.</u> The superintendent shall have discretionary authority to develop guidelines and directives to implement board policy relating to curriculum development.

Policy 603 Curriculum Development

Adopted: 09.27.2004; Updated: 01.13.2020; Non-Substantive Update: 03.25.2022; Substantive Update: 12.12.2022; Statutory Update: INSERT DATE HERE

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

Legal References: Minn. Stat. § 120A.20 (Admission to Public School)

Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)

Minn. Stat. § 120B.11 (School District Process <u>for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)</u>

Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)

Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary

Education and Employment; Personal Learning Plans)

Minn. Stat. § 124D.59 (Definitions)

Minn. Rules Part 3500.0550 (Inclusive Educational Program)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Part 3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 604 (Instructional Curriculum)

MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for

IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability) MSBA/MASA Model Policy 618 (Assessment of Student Achievement) MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

Policy 613 GRADUATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the Northfield School District.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that all students must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

A. The minimum credit requirements for high school graduation are:

<u>Subject</u>	Full Year Credits
Language Arts	4
Social Studies (including all State requirements)	3.5
Mathematics (including all State requirements)	3
Science (including all State requirements)	3
Physical Education	1
Arts	1
	
- Electives	7
TOTAL	23 credits

These twenty-three (23) graduation credits may be earned in grades nine, ten, eleven and twelve during the regular school year or during summer school sessions. All students must meet Minnesota graduation and graduation assessment requirements in accordance with the timeline established by the school board and for the state. Exemptions to this requirement will be granted in accordance with state rule and law.

III. <u>DEFINITIONS</u>

- A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.
- B. "Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.
- C. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.

- D. "Required standard" means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, and (2) a locally adopted expectation for student learning in health.
- E. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

Hope Langston shall be named the District Assessment Coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the board annually for approval.

V. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete, as determined by the school district, the following high school level credits for graduation:

- A. Four credits of language arts sufficient to satisfy all academic standards in English language arts.
- B. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.
- C. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics.
- D. Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science.
- E. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.
- F. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts.
- G. One credit of physical education.
- H. One-half credit of health.
- I. A minimum of seven elective credits.
- J. Credit equivalencies

- 1. A one-half credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill a one-half credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
- 2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph D., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph D., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph D., above.
- 3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph B. or Paragraph F., above.
- 4. A computer science credit may fulfill a mathematics credit requirement under Paragraph B., above, if the credit meets state academic standards in mathematics.
- 5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph B. or Paragraph D., above, if the credit meets the state academic standards in mathematics or science.
- 6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

VI. EARLY COMPLETION OF HIGH SCHOOL REQUIREMENTS

Students may be considered for early graduation, as provided for within Minnesota Statutes section 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met.
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision.
- C. The principal's decision shall be in writing and will be reported to the superintendent with possible review by the board.

Early completion of graduation requirements will be permitted, but there will be only one graduation ceremony held at Northfield High School and one graduation ceremony held at the Alternative Learning Center, both traditionally held at the end of the academic year.

IV. GRANTING OF DIPLOMA

- A. Upon completion of graduation requirements specified in this policy a student will be granted a standard high school diploma.
- B. The academic standards for language arts, mathematics, and science apply to all students except students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.
- C. Students who have or will have successfully completed graduation requirements by the last day of the school year may participate in the commencement program and receive a diploma. Students who are one-half semester credit short of either the required courses or of the total credits required may also participate in commencement but will not receive a diploma until all graduation requirements are completed. Any student who is more than 1/2 credit short of either requirement is not allowed to participate in commencement.

Policy 613 Graduation Requirements

Adopted: 01.14.2008; Updated: 06.23.2013, 04.13.2022; Non-Substantive Update: 04.20.2022; 08.12.2022; Statutory Update: INSERT DATE HERE

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

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)

Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.023 (Benchmarks)

Minn. Stat. § 120B.024 (Credits)

Minn. Stat. § 120B.07 (Early Graduation)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)

Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)

Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0800-3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs,

Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

Policy 616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies at Northfield Public Schools on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 academic standards and federal law will require a new level of accountability for the district. The district established a system to transition to the graduation requirements of the Minnesota K-12 academic standards. The district also established a system to review and improve instruction, curriculum, and assessment which will include input by students, parents or guardians, and local community members. The district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the district.
- B. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that districts must offer and certify that students complete to be eligible for a high s school diploma.
- C. "World's Best Workforce" means striving to meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.
- D.C. "Advisory committee" is Northfield Forward. Northfield Forward includes a variety of district stakeholders and meets four times every year. Northfield Forward is positioned as the district's "critical friend" and provides feedback on the strategic plan, World's Best Workforce report, building goals and results, and Professional Learning Communities' goals and results.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The Board of Education has established school district-wide goals that provide direction for the district. Incorporated in these goals are the

graduation and education standards contained in the Minnesota K-12 academic standards and federal law. The goals shall be reviewed annually and approved by the school board.

- 2. The Advisory Committee is established by the board to ensure active community participation in planning and improving the instruction and curriculum affecting state and district academic standards.
- 3. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The district's goal setting process will include consideration of individual site goals. District goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. <u>System for Reviewing Curriculum, Instruction and Assessment.</u>

Incorporated in the process will be analysis of the district's progress toward implementation of the Minnesota academic standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41.

C. <u>Implementation of Graduation Requirements</u>

The educational assessment system component utilized by the board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The board will utilize models developed by the Commissioner for measuring individual student progress. The board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. <u>Comprehensive Continuous Improvement of Student Achievement</u>

The advisory committee shall, when possible, be composed of at least two-thirds ensure active community representatives participation and shall reflect the diversity of the community. To the extent possible, the advisory committee shall reflect the diversity of the district and its school sites and include teachers, parents, support staff, students, and other community residents.

E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress, the Graduation Standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the board.

The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments.

- D. The advisory committee shall, when possible, be composed of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the advisory committee shall reflect the diversity of the district and its school sites and include teachers, parents, support staff, students, and other community residents.
- F. Translation services should be provided to the extent appropriate and practicable.

G. Reporting

- 1. Consistent with Minnesota Statutes 120B.36, Subd. 1, the board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the district website. The board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The board must transmit an electronic summary of its report to the commissioner in the form and manner the commissioner determines. The district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The district shall include the results of this evaluation in its summary report to the commissioner.
- 2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.
- 3. The district must annually report the district's class size ratios by each grade to the commissioner of education in the form and manner specified by the commissioner.
- 4. The district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Adopted: 09.27.2004; Updated: 09.23.2013, 08.2017, 04.13.2020, 09.27.2021; Non-Substantive Update: 04.21.2022;

Statutory Update: INSERT DATE HERE

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

Legal References: Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's

Students)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student

Achievement; Striving for the World's Best Workforce)

Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)

Minn. Stat. § 120B.36 (School Accountability)

Minn. Stat. § 122A.40 (Employment; Contracts; Termination)

Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)

Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)

Minn. Stat. § 123B.147 (Principals)

Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0800-3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. 6301, et seq. (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for

IEPs, Section 504 Plans, and LEP Students)

MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School

Standards

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 619 (Staff Development for Standards)

MSBA/MASA Model Policy 620 (Credit for Learning)

Policy 620 CREDIT FOR LEARNING

I. PURPOSE

This policy recognizes student achievement that occurs in postsecondary enrollment options and other advanced enrichment programs. The purpose of tThis policy also is to recognizes student achievement that occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of tThis policy also is to addresses the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the Northfield School District will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

The policy of the district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, postsecondary or higher education institutions, other learning environments, and online courses and programs. The school district shall develop and provide processes and procedures by which students may meet a graduation content standard, whether the school district offers the content standard in its curriculum or the student accomplishes the work in another learning environment. The school district will provide a process for transfer of standards completed in another Minnesota school district and recognition of work completed in other schools and post-secondary institutions.

III. <u>DEFINITIONS</u>

- A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes, section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).
- B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.
- C. "Course" means a course or program.
- D. "Eligible institution" means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.
- E. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- F. "Weighted grade" is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

A. A student must provide the district with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

V. POST-SECONDARY ENROLLMENT CREDIT

- A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes, section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a post-secondary enrollment options course or program or on-line learning course or program may must be counted toward the graduation and eredit requirements and subject area requirements of the district of a student completing the Minnesota Academic Standards.
 - 1. Course credit will be considered by the district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
 - Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.
 - 3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
 - 4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
 - 5. If no comparable course is offered by the district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
 - 6. When secondary credit is granted for postsecondary credits taken by a student, the district will record those credits on the student's transcript as credits earned at a postsecondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be

obtained from the district.

D.	By the earlier of (1) three weeks prior to the date by which a student must register
	for district courses for the following school year, or (2) March 1 of each year, the
	district must provide up-to-date information on the district's website and in
	materials that are distributed to parents and students about the program, including
	information about enrollment requirements and the ability to earn postsecondary
	credit to all pupils in grades 8, 9, 10, and 11.

VI. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

Consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours worked, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The district must verify the hours worked with the employer before awarding elective credit.

Policy 620 Credit for Learning

Adopted: 12.8.2008; Revised: 04.13.2020; Non-Substantive Update: 08.12.2022; Statutory Update: INSERT DATE HERE

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

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Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
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Minn. Stat. § 120B.021 (Required Academic Standards)

Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement;

Thriving for the World's Best Workforce)

Minn. Stat. § 120B.14 (Advanced Academic Credit)

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)

Minn. Stat. § 123B.445 (Nonpublic Education Council)

Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)

Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)

Minn. Stat. § 124D.0954 (Online Instruction Act Learning Option)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)

Minn. Rules Parts 3501.0800-3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)

MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)

MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)

MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEP, Section

504, and LEP Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

MSBA/MASA Model Policy 618 (Assessment of Standard Achievement)

MSBA/MASA Model Policy 624 (Online <u>Instruction</u> Learning Options)

Policy 624 ONLINE INSTRUCTION

I. PURPOSE

The purpose of this policy is to recognize and govern online instruction options of students enrolled in the Northfield School District for purposes of compulsory attendance and address enrollment of students with an online instruction site for supplemental or full-time online learning.

II. GENERAL STATEMENT OF POLICY

- A. The district shall not prohibit an enrolled student from applying to enroll in online instruction.
- B. The district shall grant academic credit for completing the requirements of an online instruction course or program.

III. DEFINITIONS

- A. "Blended instruction" means a form of digital instruction that occurs when a student learns part time in a supervised physical setting and part time through online instruction under paragraph (E).
- B. "Digital instruction" means instruction facilitated by technology that offers students an element of control over the time, place, path, or pace of learning and includes blended and online instruction.
- C. "Enrolling district" means the district in which a student is enrolled under Minnesota Statutes, section 120A.22, subdivision 4.
- D. "Online course syllabus" means a written document that identifies the state academic standards taught and assessed in a supplemental online course under paragraph (I); course content outline; required course assessments; instructional methods; communication procedures with students, guardians, and the enrolling district under paragraph (C); and supports available to the student.
- E. "Online instruction" means a form of digital instruction that occurs when a student learns primarily through digital technology away from a supervised physical setting.
- F. "Online instructional site" means a site that offers courses using online instruction under paragraph (E) and may enroll students receiving online instruction under paragraph (E).
- G. "Online teacher" means an employee of the enrolling district under paragraph (C) or the supplemental online course provider under paragraph (J) who holds the appropriate licensure under Minnesota Rules, chapter 8710, and is trained to provide online instruction under paragraph (E).

- H. "Student" means a Minnesota resident enrolled in a school defined under Minnesota Statutes, section 120A.22, subdivision 4, in kindergarten through grade 12 up to the age of 21.
- I. "Supplemental online course" means an online learning course taken in place of a course provided by the student's enrolling district under paragraph (C).
- J. "Supplemental online course provider" means a school district, an intermediate district, an organization of two or more districts operating under a joint powers agreement, or a charter school located in Minnesota that is authorized by the Minnesota Department of Education (MDE) to provide supplemental online courses under paragraph (I).

IV. DIGITAL INSTRUCTION

- A. An enrolling district may provide digital instruction, including blended instruction and online instruction, to the district's own enrolled students. Enrolling districts may establish agreements to provide digital instruction, including blended instruction and online instruction, to students enrolled in the cooperating schools.
- B. When online instruction is provided, an online teacher shall perform all duties of teacher of record under Minnesota Rules, part 8710.0310. Unless the Commissioner of MDE grants a waiver, a teacher providing online instruction shall not instruct more than 40 students in any one online learning course or section.
- C. Students receiving online instruction full time shall be reported as enrolled in an online instructional site.
- D. Curriculum used for digital instruction shall be aligned with Minnesota's current academic standards and benchmarks.
- E. Digital instruction shall be accessible to students under section 504 of the federal Rehabilitation Act and Title II of the federal Americans with Disabilities Act.
- F. An enrolling district providing digital instruction and a supplemental online course provider shall assist an enrolled student whose family qualifies for the education tax credit under Minnesota Statutes, section 290.0674 to acquire computer hardware and educational software so they may participate in digital instruction. Funds provided to a family to support digital instruction or supplemental online courses may only be used for qualifying expenses as determined by the provider. Nonconsumable materials purchased with public education funds remain the property of the provider. Records for any funds provided must be available for review by the public or MDE.
- G. An enrolling district providing digital instruction shall establish and document procedures for determining attendance for membership and

keep accurate records of daily attendance under Minnesota Statutes, section 120A.21.

V. SUPPLEMENTAL ONLINE COURSES

- A. Notwithstanding Minnesota Statutes, sections 124D.03 and 124D.08 and Minnesota Statutes, chapter 124E, procedures for applying to take supplemental online courses other than those offered by the student's enrolling district are as provided in this subdivision.
- B. Any kindergarten through grade 12 student may apply to take a supplemental online course. The student, or the student's parent/guardian for a student under age 17, must submit an application for the proposed supplemental online course or courses. A student may:
 - 1. Apply to take an online course from a supplemental online course provider that meets or exceeds the academic standards of the course in the enrolling district they are replacing.
 - 2. Apply to take supplemental online courses for up to 50 percent of the student's scheduled course load.
 - 3. Apply to take supplemental online courses no later than 15 school days after the student's enrolling district's term has begun. An enrolling district may waive the 50 percent course enrollment limit or the 15-day time limit.
- C. A student taking a supplemental online course must have the same access to the computer hardware and education software available in a school as all other students in the enrolling district.
- D. A supplemental online course provider must have a current, approved application to be listed by MDE as an approved provider. The supplemental online course provider must:
 - 1. Use an application form specified by MDE.
 - 2. Notify the student, the student's guardian if they are age 17 or younger, and enrolling district of the accepted application to take a supplemental online course within ten days of receiving a completed application.
 - 3. Notify the enrolling district of the course title, credits to be awarded, and the start date of the online course. A supplemental online course provider must make the online course syllabus available to the enrolling district.
 - 4. Request applicable academic support information for the student, including a copy of the IEP, EL support plan, or 504 plan
 - 5. Track student attendance and monitor academic progress and communicate with the student, the student's guardian if they are

age 17 or younger, and the enrolling district's designated online learning liaison.

- E. A supplemental online course provider may limit enrollment if the provider's school board or board of directors adopts by resolution specific standards for accepting and rejecting students' applications. The provisions may not discriminate against any protected class or students with disabilities.
- F. A supplemental online course provider may request that MDE review an enrolling district's written decision to not accept a student's supplemental online course application. The student may participate in the supplemental online course while the application is under review. Decisions shall be final and binding for both the enrolling district and the supplemental online course provider.
- G. A supplemental online course provider must participate in continuous improvement cycles with MDE.

VI. ENROLLING DISTRICT

- A. An enrolling district may not restrict or prevent a student from applying to take supplemental online courses.
- B. An enrolling district may request an online course syllabus to review whether the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district.
- C. Within 15 days after receiving notice of a student applying to take a supplemental online course, the enrolling district must notify the supplemental online course provider whether the student, the student's guardian, and the enrolling district agree that academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district. If the enrolling district does not agree that the academic standards in the online course meet or exceed the academic standards in the course it would replace at the enrolling district, then:
 - 1. The enrolling district must provide a written explanation of the district's decision to the student, the student's guardian, and the supplemental online course provider.
 - 2. The online provider must provide a response to the enrolling district explaining how the course or program meets the graduation requirements of the enrolling district.
- D. An enrolling district may reduce the course schedule of a student taking supplemental online courses in proportion to the number of supplemental online learning courses the student takes.
- E. An enrolling district must appoint an online learning liaison who:

- 1. Provides information to students and families about supplemental online courses.
- 2. Provides academic support information including IEPs, EL support plans, and 504 plans to supplemental online providers.
- 3. Monitors attendance and academic progress, and communicates with supplemental online learning providers, students, families, and enrolling district staff.
- F. An enrolling district must continue to provide support services to students taking supplemental online courses as they would for any other enrolled student including support for English learners, case management of an individualized education program, and meal and nutrition services for eligible students.
- G. An online learning student must receive academic credit for completing the requirements of a supplemental online learning course. If a student completes an online learning course that meets or exceeds a graduation standard or the grade progression requirement at the enrolling district, that standard or requirement is met.
- H. Secondary credits granted to a supplemental online learning student count toward the graduation and credit requirements of the enrolling district. The enrolling district must apply the same graduation requirements to all students, including students taking supplemental online courses.
- I. An enrolling district must provide access to extracurricular activities for students taking supplemental online courses on the same basis as any other enrolled student.

VII. REPORTING

Courses that include blended instruction and online instruction must be reported in the manner determined by the Commissioner of MDE.

Policy 624 Online Instruction

Adopted: INSERT DATE HERE

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

Legal References: Minn. Stat. § 120A.21 (Enrollment of a Student in Foster Care)

Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 120A.24 (Reporting)

Minn. Stat. § 124D.03 (Enrollment Options Act)

Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident District; Exceptions)

Minn. Stat. § 124D.094 (Online Instruction Act)

Minn. Stat. Ch. 124E (Charter Schools)

Minn. Rules Ch. 8710 (Teacher and Other School Professional Licensing)

Cross-References: MSBA/MASA Model Policy 613 (Graduation Requirements)

MSBA/MASA Model Policy 620 (Credit for Learning)

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

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	High School #2:	Arcadia	Charter	63	2	orthfield	2AA	GAAA
	High School #3:							
	High School #4:							
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Sign	ature:				Date:			

MSHSI Evecutive Director

CONTRACT FOR TRANSLATION SERVICES BETWEEN

NORTHFIELD PUBLIC SCHOOLS AND MAR VALDECANTOS

This Agreement is made effective July 1, 2023 through June 30, 2025 between Northfield Public Schools and Mar Valdecantos (hereinafter called the Contractor). Agreement is for translation services provided to the Northfield Public Schools. Either party with 30 days written notice may terminate or request to renegotiate this contract. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an agency-independent contractor. The Contractor will provide an itemized list of the documents translated each month and the approximate time required for translation upon request by the Superintendent or designee.

No contracted services shall be provided or paid for after June 30, 2025 unless a subsequent contract is executed between the Northfield Public Schools and Mar Valdecantos.

Documents to be translated will be emailed directly from building or district administrators to the Contractor at least three (3) days prior to the date required (email address is marvaldecantos@yahoo.com). Translations may include but not be limited to the following:

- Principals portion of building newsletters
- Calendar portion of building newsletters
- District and building documents as requested by district or building administrator (including audio versions of some communications)
- Web documents as requested by district administrator
- Student Citizenship Handbook
- Building Handbooks

Compensation for translation services will be paid monthly over the term of the contract.

- 7.1.23 6.30.24 \$18,060 annually or \$1,505 per month
- 7.1.24 6.30.25 \$18,600 annually or \$1,550 per month

It is understood that the Contractor is not an employee of Northfield Public Schools. Therefore, the Contractor is not expected to fulfill the conditions of employment of a staff member, nor is the Contractor eligible for benefits. Payment of Social Security, workers compensation and state and federal taxes is the sole responsibility of the Contractor. If, for any reason, the Contractor is not able to complete these contractual requirements, payment will be adjusted on the basis of the work performed. Any work product generated through the contract becomes the property of the Northfield Public Schools.

Matthew J. Hillmann, Ed.D.	Mar Valdecantos
Superintendent	Contractor
Northfield Public Schools	
Date	Date

CONTRACT FOR TRANSLATION SERVICES BETWEEN

NORTHFIELD PUBLIC SCHOOLS AND NANCY VEVERKA

This Agreement is made effective July 1, 2023 through June 30, 2024 between Northfield Public Schools and Nancy Veverka (hereinafter called the Contractor). Agreement is for translation services provided to the Northfield Public Schools. Either party with 30 days written notice may terminate or request to renegotiate this contract. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an agency-independent contractor. The Contractor will provide an itemized list of the documents translated each month and the approximate time required for translation upon request by the Superintendent or designee.

No contracted services shall be provided or paid for after June 30, 2024 unless a subsequent contract is executed between the Northfield Public Schools and the Contractor.

Documents to be translated will be emailed directly from building or district administrators to the Contractor (email address is nancylveverka@gmail.com.) Translations will be completed in accordance with the time frame agreed upon between the school administrator and the Contractor. Translations may include but not be limited to the following:

- High School principal's communication
- District and building documents as requested by district or building administrator (including audio versions of some communications)
- Web documents as requested by district or building administrator
- Other documents on an emergency basis across the district

Compensation for translation services will be paid monthly over the term of the contract.

• 7.1.2023 - 06.30.2024 \$2,580 per year or \$215 per month

It is understood that the Contractor is not an employee of Northfield Public Schools. Therefore, the Contractor is not expected to fulfill the conditions of employment of a staff member, nor is the Contractor eligible for benefits. Payment of Social Security, workers compensation and state and federal taxes is the sole responsibility of the Contractor. The contractor is responsible for following district policies, practices, and procedures as they relate to translation of district documents. If, for any reason, the Contractor is not able to complete these contractual requirements, payment will be adjusted on the basis of the work performed. Any work product generated through the contract becomes the property of the Northfield Public Schools.

Matthew J. Hillmann, Ed.D.	Nancy Veverka
Superintendent	Contractor
Northfield Public Schools	
Date	 Date

NORTHFIELD COMMUNITY EDUCATION FALL 2023 BROCHURE INSTRUCTORS

Aaron Strawn

Alicia Midgely

Barbara Krause

Bridget Draxler

Carey Tinklenberg

Charles Miles

Cozy Wittman

Craig Coffman

Cynthia Maria Thomas

Dave Gilmore

Debra Ann Ehret-Miller

Elizabeth Rickert Ellie Rohman Erin Updike

Full Potential Therapy LLC

Jasmin Kotek Jennie Eubank Kate Langlais Kidcreate Studios

Kirsten Madaus

Laurie Sadowski

LERN

Linda O'Connor Lori Hameister Michael Cassel

Northfield Arts Guild

Patrick Mikel Peter Gittins Sam Gire

Shahar Fearing

Shaun Efrima

Storybook Theatre Tammy Hall-Benson **Tech Academy**

Youth Enrichment League

Skyhawks

Sports Unlimited

Vince Garcia

Northfield United States Bowling Congress

Association

Cornerstone on the Vermillion

Vicky Tyler Susan Shirk Steve Hatle

Lynch Athletic Camps

Ashley Drobney Healthy Focus Carly Born

John Born Mary Zelmer

LaVergne Adelmann

Policy 520.1 USE OF STUDENTS, EMPLOYEES AND/OR DISTRICT DATA (INCLUDING RESEARCH REQUESTS)

I. PURPOSE

The purpose of this policy is to establish guidelines for considering and approving requests for <u>use of</u> student, employee, or district use of data or <u>multimedia</u>; including for <u>research</u> requests, in the Northfield School District.

II. RESEARCH REQUESTS

Individuals or organizations that wish to conduct research using district or school data, or using employees or students as subjects, must submit a written request in advance, using the form, "Request to Conduct Research in District 659" to the superintendent or their designee.

"Multimedia" is defined as digital or physical photographs, audio recordings, and video recordings.

III. APPROVAL CRITERIA

For student, employee, or district data or multimedia, and research study requests, the district data sharing and confidentiality agreement must be submitted by the requestor and authorized by the superintendent or their designee. The superintendent or their designee has sole discretion to approve student, employee, or district data or multimedia, and research study requests.

For a research study to be approved, it must meet the following criteria:

- A. Protect the rights and welfare of any human subjects, including providing the following information to parents of children who may be research subjects or to adults who may be subjects:
 - 1. An explanation of the research procedures and their purpose.
 - 2. A description of any possible risks and/or benefits to be expected.
 - 3. An offer to respond to inquiries about the procedures.
 - 4. Instruction on the right to refuse to participate or to discontinue participation at any time without prejudice.
- B. Be a direct benefit to the district.
- C. Contribute to the advancement of education in general.
- D. Not disrupt the ongoing educational process and/or duplicate recent research projects in the district.

IV. CONSIDERATION OF RESEARCH REQUEST

In considering a request to conduct research in a specific school or department, the superintendent or their designee will consult with the principal, department head and other appropriate personnel. The decision of the superintendent or their designee shall be final.

V. COMMUNICATIONS

The principals shall be kept informed of research projects approved by the superintendent or their designee. The researcher will provide to the principals and the superintendent a free copy of the results/papers/publications upon completion of the research.

Policy 520.1 Use of Students, Employees and/or District Data (Including Research Requests)

Adopted: 10.22.2007; Updated: 05.23.2022; INSERT DATE HERE

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

Policy 805 WASTE REDUCTION, RECYCLING, ENVIRONMENTAL PROTECTION AND COMPLIANCE

I. PURPOSE

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

II. DEFINITIONS GENERAL STATEMENT OF POLICY

The policy of the district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the district.

III. DEFINITIONS

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

other material that is destroyed by incineration is not a recyclable material.

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

HHIV. WASTE DISPOSAL

- A. The district will attempt to decrease the amount of waste consumable materials by:
 - 1. Reduction of the consumption of consumable materials whenever practicable.
 - 2. Full utilization of materials prior to disposal.

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

If the contract is inconsistent with the county plan or if the district's waste management activities are inconsistent with the county plan, the district should obtain the consent of the county prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities.

- E. The district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze (other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle) in or on:
 - 1. Solid waste or solid waste management facilities other than a recycling facility or household hazardous waste collection facility.
 - 2. The land unless approved by the PCA.
 - 3. The waters of the state, an individual sewage treatment system, or in a storm water or wastewater collection or treatment system unless:
 - a. Permitted to do so by the operator of the system and the PCA.
 - b. The district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month.
 - c. The district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

- F. The district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling in solid waste or in a wastewater disposal system.
- G. The district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling in a solid waste processing facility or in a solid waste disposal facility.
- H. The district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minnesota Statute section 216B.241, subdivision 2.
- I. The district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid that was purchased for use or used by the district. The district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed.
- J. The district may not place yard waste in:
 - 1. Mixed municipal solid waste.
 - 2. A disposal facility.
 - 3. A resource recovery facility, except for the purposes of reuse, composting, or co-composting.
 - 4. A plastic bag unless exempt as specified in Minnesota Statutes section 115A.931(c), (d), or (e).
- K. The district may not place a telephone directory in:
 - 1. Solid waste.
 - 2. A disposal facility.
 - 3. A resource recovery facility, except a recycling facility.
- L. The district may not place major appliances in mixed municipal solid waste, or dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

- M. The district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube.
- N. The district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The district may provide financial incentives to any person, including public or private civic groups, to collect the batteries.

4V. ESTABLISHING COMPLIANCE WITH SECTION 306 OF THE CLEAN AIR ACT AND SECTION 508 OF THE CLEAN WATER ACT (40 CFR 15)

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

VI. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

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

- 5. Use reusable binding materials or staples and bind documents by methods that do not use glue.
- 6. Use soy-based inks.
- 7. Purchase printer or duplication cartridges that:
 - a. Have 10 percent post-consumer material.
 - b. Are purchased as remanufactured.
 - c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of recycling in Minnesota Statutes section 115A.03, subdivision 25b.
- 8. Produce reports, publications, and periodicals that are readily recyclable.
- 9. Purchase paper which has been made on a paper machine located in Minnesota.
- 10. Print documents on both sides of the paper where commonly accepted publishing practices allow.
- D. The district may not use a specified product included on the prohibited products list published in the State Register.
- E. In developing bid specifications, the district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material.
- F. When a project involves the replacement of carpeting, the district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids.

VII. OTHER

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

Policy 805 Waste Reduction and Recycling

Adopted: 10.27.2008; Updated: 04.2012, 11.24.2014, 12.2014, 05.2016, 08.2017, 07.01.2019; Non-Substantive Update: 08.08.2022

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

Legal References: Minn. Stat. § 16C.073 (Purchase and Use of Paper Stock; Printing)

Minn. Stat. § 115A.03 (Definitions)

Minn. Stat. § 115A.15 (State Government Resource Recovery)

Minn. Stat. § 115A.151 (Recycling Requirements; Public Entities; Commercial Buildings; Sports Facilities)

Minn. Stat. § 115A.46 (Regional and Local Solid Waste Management Plan; Requirements)

Minn. Stat. § 115A.471 (Public Entities; Managing of Solid Waste)
Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)

Minn. Stat. § 115A.9155 (Disposing of Certain Dry Cell Batteries) Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)

Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)

Minn. Stat. § 115A.931 (Yard Waste Prohibition) Minn. Stat. § 115A.932 (Mercury Prohibition)

Minn. Stat. § 115A.951 (Telephone Directories)

Minn. Stat. § 115A.9561 (Major Appliances)

Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)

Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)

Minn. Stat. § 115A.9651 (Listed Metals in Specified Products; Enforcement)

Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)

Minn. Stat. § 216B.241, Subd. 2 (Public Utilities; Energy Conservation and Optimization)

Minn. Stat. § 458D.07 (Sewage Collection and Disposal)

National Solid Waste Management Ass'n v. Williams, et al., 966 F.Supp. 844 (D. Minn. 1997)

Cross References: None



STUDENT CITIZENSHIP HANDBOOK

2023 - 2024

RIGHTS RESPONSIBILITIES DISTRICT POLICIES

A Policy Guide for Student Expectations for Instructional and Co-Curricular Activities in Northfield Public Schools

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STUDENT DISCIPLINE PHILOSOPHY

It is the responsibility of the school board to make reasonable policies and rules for maintaining a safe and supportive school environment. These policies and rules apply at any time a student is present at a school location, at a school-sponsored activity, participating in school activities through a digital platform, and while traveling on school buses. Students are expected to behave in accordance with federal, state and local laws and rules and in a way that respects the rights and safety of others.

While this policy pertains to all schools in District No. 659, the school board recognizes the uniqueness of each building and classroom in which the policy must be implemented. This policy may be supplemented by additional policies, rules and procedures that recognize those unique needs.

PHILOSOPHY REGARDING LEARNING AND DISCIPLINE

Optimum learning occurs in a positive, safe and secure environment. Students, parents/guardians/<u>caregivers</u>, teachers, administrators and other school staff all share in the responsibility to ensure a positive climate for learning.

The school setting enables students to develop responsible behaviors and habits that will serve them now and later in life. Proper training in discipline Students will learn should lead towards self-control and respect for law, authority, property and the rights of others.

Restorative Practices will be used to address negative situations while restoring the school climate to a respectful one. The approach of restorative practice builds community and strengthens relationships to create safe and supportive environments.

While student self-discipline is the ideal, it is understood that fair and appropriate corrective measures may be required at times. When it becomes necessary to enforce the consequences of discipline violations as outlined in this policy, it should be done in a manner that respects the dignity of the student and promotes healthy and responsible behavior.

Discipline is a learning experience, not just a consequence. Discipline...

- helps the student learn a lesson that will positively affect his or her their present and future behavior.
- is designed to help the student control and change his or her their behavior, thereby guiding the student into adulthood.
- helps the student to grow intellectually and emotionally.
- enhances the student's self-confidence, self-worth and self-image.

ROLES AND RESPONSIBILITIES

School Board

The school board holds all school personnel responsible for maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

Superintendent

The superintendent shall establish guidelines and directives to carry out this policy; hold all school personnel, students and parents/guardians/caregivers responsible for conforming to this policy; and support all school personnel performing their duties within the framework of this policy. The superintendent also shall establish guidelines and directives for using the services of appropriate agencies for assisting students and parents/guardians/caregivers. Any guidelines of directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

Principal and Assistant Principals

The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal and assistant <u>principals</u> shall consult with parents/guardians/caregivers of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents/guardians/caregivers.

Teachers

All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the discipline guidelines.

Other School District Personnel

All district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to students' behavior shall be authorized and directed by the superintendent.

All district personnel shall be responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

Parents or Legal Guardians

Parents and legal guardians shall be held responsible for the behavior of their children as determined by law, and district policy, and school procedures community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

Students

All students shall be held individually responsible for their behavior and for knowing and obeying this policy.

Community Members

Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

STUDENTS' RIGHTS AND RESPONSIBILITIES

Students who attend District No. 659 have numerous rights and opportunities. Students also have responsibilities to teachers, other staff and fellow students. The following list lays out student rights and opportunities as well as student responsibilities. Applicable district policies are identified where appropriate and can be found in their entirety on the district's website.

ACCESS TO RECORDS

Rights/Opportunities	Responsibilities
Students' parents and students eligible under state law	Students have the responsibility to follow established
generally have the right to view their school records	building and district procedures regarding access to their
according to state and federal laws.	school records.
Students have the right to privacy regarding school	
records. Disclosure of information from student records	
will be consistent with legal requirements and the	
guidelines established by the school district.	

STUDENT APPAREL (DRESS AND APPEARANCE) CODE

Rights/Opportunities	Responsibilities
Students have the opportunity to wear clothing of their	Students are responsible to dress in such a manner that is
choosing and to engage in personal grooming which is	not disruptive nor likely to disrupt the learning
not potentially disruptive to the education process, which	environment, is not a health and safety hazard, is not
does not pose a threat to the health or safety of other	obscene, is not sexually explicit, discriminatory or
students and which is not lewd, vulgar, obscene, sexually	associated with threat/hate groups, including gang
explicit or discriminatory. Hair or hairstyles choices are at	and/or hate symbols. Clothing which displays references
the discretion of the individual student. This includes	to weapons, alcohol, chemicals, tobacco or other
but is not limited to hair texture and hair styles such as	products that are illegal for use by minors is not
braids, locks, and twists.	permitted.

EQUAL OPPORTUNITY

Rights/Opportunities	Responsibilities
Students have the right to equal opportunity to	Students are responsible to follow the rules and
participate in all school activities and school education	regulations of the school-sponsored activity in which
programs for which they are eligible within legal limits.	they participate or others participate. Students are not to
(Policy 102 Educational & Employment Opportunity)	discourage the participation of other students.

FAIR TREATMENT

Rights/Opportunities	Responsibilities
Students have the right to due process when involved in	Students are responsible to treat all people respectfully
a violation of district rules. Included is the opportunity	and to follow rules and regulations that apply to them.
to hear the nature of the violation and to give their	
account of the situation.	
Students have the right to be informed of current school	Students are responsible to be knowledgeable about and
policies, rules and regulations that apply to them.	to follow school policies, rules and regulations that apply
	to them.

Students have the right to be informed of classroom	Students are responsible to be knowledgeable about and
expectations.	to meet classroom expectations and evaluation
	procedures that apply to them.
Students have the right to be treated respectfully by staff	Students are responsible to treat others, including other
and other students.	students and staff in a respectful manner. Students are
	also expected to treat the property of others and the
	district responsibly.
Students have a right to be free from corporal	Students have the responsibility to refrain from using
punishment by staff.	force or physical contact for the purposes of inflicting
	physical and emotional harm on another.
Students have a right to be free from unreasonable	Students have the responsibility to respect the space and
physical contact from teachers and other staff except as	freedom of those around them. Students also have the
physical restraint is necessary to prevent the student	responsibility to not engage in conduct that threatens to
from injuring self, other persons or property.	injure themselves, other persons and property.

FREE SPEECH

Rights/Opportunities	Responsibilities
Students have the right to free speech so long as such	Students are responsible to express opinions, publish
speech does not violate the rights of others.	written materials, distribute literature in such a manner
	that is not libelous, obscene or discriminatory, including
	but not limited to symbols of hate or gang-related
	symbols, that does not interfere with the rights of others
	or disrupt the atmosphere of learning in the school as
	determined by school administration and follows school
	regulations regarding time, place and manner.

HARASSMENT

HARASSMENT	
Rights/Opportunities	Responsibilities
The Northfield School District takes Human Rights	The Northfield School District takes Human Rights
complaints (including Title IX complaints) seriously.	complaints (including Title IX complaints) seriously.
Students have the right to be free from any form of	Students are responsible for maintaining an environment
harassment, arising out of the physical or verbal conduct	free from harassment, cyberbullying, intimidation and
of other students, school staff or others.	abuse. Students are also responsible to report incidents
(Policy 514 Bullying Prohibition; Policy 413 Harassment	of physical, sexual and verbal harassment, intimidation
and Violence; Policy 526 Hazing Prohibition, Policy 522	and/or abuse that they have experienced or of which
Student Sex Nondiscrimination)	they are aware. Policy 413 and its associated procedures
	and Policy 522 govern the process for addressing these
	complaints. Such reports should be made to:
	Molly Viesselman, Director of Human Resources,
	Human Rights Officer/Title IX Coordinator, Northfield
	Public Schools, 201 Orchard Street South, Northfield,
	MN 55057
	Phone: 507.663.0600
	Email: mviesselman@northfieldschools.org.
	While not required, individuals can make complaints
	using this form.

LEARNING

Rights/Opportunities	Responsibilities
Students should have the opportunity to receive a	Students are responsible for daily attendance, for
comprehensive appropriate education. (Policy 102	completing class assignments on time and for bringing
Educational & Employment Opportunity)	appropriate materials required for class use.
Students should have the opportunity to attend school in	Students are responsible to behave in such a manner that
a safe environment that is free from disruptive behavior	does not pose a potential or actual danger to themselves
by others.	or others and that is not disruptive to the learning
	process of others.
Students have the opportunity to make up schoolwork	Students are responsible to obtain and complete
missed during an excused absence.	make-up work assigned for periods of absence.
Students have the right to necessary homebound	Students are responsible to complete work assigned as
instruction as regulated by state guidelines when absent	part of the homebound instructional process.
for an extended period.	

NONDISCRIMINATION

Rights/Opportunities	Responsibilities
Students have the right to be free from discrimination	Students are responsible to treat other students and
based upon race, color, creed, sex, religion, national	district employees in a nondiscriminatory manner.
origin, marital status, sexual orientation, gender identity.	Violations should be reported to building principals <u>as</u>
and status with regard to public assistance or disability.	outlined in Policy 522.
(Policy 522 Student Sex Nondiscrimination)	

PLEDGE OF ALLEGIANCE

Rights/Opportunities	Responsibilities
Students have the right to participate in the reciting of	Students are responsible to either participate in reciting
the Pledge of Allegiance. Students have the right to	the Pledge of Allegiance or respect the rights of those
express themselves by not participating in the pledge	who wish not to participate.
including the right to remain seated.	

PRIVACY

Rights/Opportunities	Responsibilities
Students generally have the right to privacy in their	Students are responsible to refrain from bringing onto
persons and personal property when engaging,	school property or to school-sponsored events any item
participating or pursuing curricular activities on a school	or material that would cause, or tend to cause, a
location.	disruptive activity or endanger the health and safety of
	students or other people.
Students have the opportunity to utilize school lockers,	Students are responsible for keeping their lockers free of
desks and other designated area for storing appropriate	any items that are illegal or that are prohibited under
items of personal property subject to the understanding	school rules and district policies.
that such areas are within the exclusive control of the	
school district and that such areas may be searched for	
any reason, at any time without permission, consent or	
requirement for a search warrant. If conditions warrant	
technology (including drug sniffing dogs, cameras, metal	
detectors, etc.) may be used to ensure the safety of	
students, staff, buildings and grounds. (Policy 502 Search	
of Student Lockers, Desks, Personal Possessions and	
Student's Person)	

Students have the right to confidentiality regarding personal matters in discussion with school personnel. School personnel are mandated by law to report child or sexual abuse to the proper authorities. Matters of child or sexual abuse must be reported to the proper authorities according to state law. Matters involving criminal behavior may also be reported to the proper authorities.

Students have the responsibility to inform school personnel when a discussion of personal matters is to be confidential. Matters of abuse or illegal activity should be reported to school personnel.

STUDENT GOVERNMENT

Rights/Opportunities	Responsibilities
Students have the opportunity to participate in student	Student government representatives have the
government. The purpose of the existence of student	responsibility to communicate and work with student
government is to represent and to be responsive of the	body, faculty and administration and to be aware of and
needs of all students.	comply with any policies of the school district that may
	affect the formation of procedural aspects of the student
	government.

STUDENT SAFETY

STUDENT SAFETY	
Rights/Opportunities	Responsibilities
Students have the right to a safe, inviting school	Students are responsible for cooperating with school
environment, free of violence, racism, homophobia,	authorities to keep our schools free of violence, racism,
xenophobia, transphobia, religious intolerance, and	homophobia, xenophobia, transphobia, religious
chemicals, (drugs, tobacco, e-cigarettes, and alcohol).	intolerance, and chemicals. Students should report any
Students should expect the schools to utilize a variety of	safety concerns, including violence racism, homophobia,
prevention techniques to prioritize their safety.	religious intolerance, and chemicals (drugs, tobacco,
	e-cigarettes, and alcohol) to the building administration.
	Students should also understand the use of prevention
	techniques as a partnership between students, staff, the
	community, and law enforcement designed to keep our
	schools safe for everyone.

DISCIPLINE GUIDELINES & DISCLAIMER

Every student and employee of Northfield Public Schools is entitled to learn and work in a safe school environment. To ensure this, the district and each school has established clear student discipline policies, consequences appropriate with the behavior and a practice to do so with fairness and consistency (Policy 506 Student Discipline).

Students are expected to respect the rights and safety of others. This includes behaving in accordance with federal, state and local laws; district, athletic and activity policies; and school regulations. Corrective action will be taken by staff when a student's behavior does not fall within the guidelines.

The following are district-wide discipline guidelines <u>for administrative use</u>. These guidelines and the potential consequences apply at any time a student is present at a district school location or participating in a school-sponsored activities. Listed are the violations and the **recommended** consequences. The infractions and consequences may be modified or disregarded if circumstances require mitigation or exception (e.g. a student with a disability whose misbehavior is related to <u>his or her their</u> disability). When appropriate, restitution may be substituted for recommended consequences. These guidelines are based upon school board policies. District policies are located on the <u>district's website</u>.

ABUSE, VERBAL

The use of language that is obscene, threatening, intimidating or that degrades other people is prohibited. Verbal abuse that is also sexual, religious or racial harassment shall be addressed under the guidelines for harassment.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-5	*	*	*
Grades 6-12	*	2-3 day suspension	3-5 day suspension

^(*) Principal discretion.

ALCOHOL, CANNABIS, OR CHEMICALS, POSSESSION OR USE

Possession or use of any alcohol, <u>cannabis</u>, <u>nonintoxicating cannabinoid as defined in Policy 418</u>, <u>edible cannabinoid product</u>, <u>a</u> narcotic, controlled substance or drug paraphernalia is prohibited by Minnesota or federal law. Any student in possession of or under the influence of alcohol, <u>cannabis</u>, <u>a nonintoxicating cannabinoid as defined in Policy 418</u>, <u>an edible cannabinoid product</u>, <u>a narcotic</u>, <u>a toxic substance</u>, a controlled substance, or drug paraphernalia at a school location will be reported to the police. Further recommendations such as possible chemical assessment may also be required. A chemical assessment may be required on a second school <u>offense occurrence</u> prior to readmission to school.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	<u>*</u>	<u>*</u>
Grades 4-12	 3-5 day suspension Referral for chemical evaluation Police referral 	 Social worker intervention 5-10 day suspension Chemical assessment Police referral Possible recommendation for expulsion 	 10 day suspension Recommendation for expulsion Police referral Chemical assessment

(*) Principal discretion.

ALCOHOL OR CHEMICALS, POSSESSION WITH INTENT TO DISTRIBUTE OR SELL

Selling, distributing, delivery, exchanging or intending to sell, deliver, exchange or distribute any alcoholic, narcotic or controlled substance is prohibited.

Grades	First Occurrence	
Grades K-3	<u>*</u>	
Grades 4-12	• 10 day suspension	
	Recommendation for expulsion	
	Police referral	

ARSON

Intentional destruction or damage to school property or other property by means of fire is prohibited.

Grades	First Occurrence
Grades K-3	*
Grades 4-12	• 10 day suspension
	Recommendation for expulsion
	Police referral
	• Restitution

(*) Principal discretion.

ASSAULT, AGGRAVATED

Committing an assault upon another person with a weapon, or an assault that inflicts great bodily harm upon another person is prohibited.

Grades	First Occurrence
Grades K-3	* -
Grades 4-5	• 5-10 day suspension
	Possible recommendation for expulsion
Grades 6-12	• 10 day suspension
	Recommendation for expulsion
	Police referral

(*) Principal discretion.

ASSAULT, PHYSICAL

Acting with intent to cause fear in another person of immediate bodily harm or death, or intentionally inflicting or attempting to inflict bodily harm upon another person is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	<u>*</u>	*
Grades 4-8	• 3-5 day suspension	• 5-10 day suspension	• 10 day suspension
	• Police referral	• Police referral	• Possible
		• <u>Possible</u>	recommendation for
		recommendation for	expulsion
		<u>expulsion</u>	Police referral
Grades 9-12	• 5-10 suspension	• 5-10 day suspension	• 10 day suspension
	Police referral	• Police referral	• Possible
		• <u>Possible</u>	recommendation for
		recommendation for	expulsion
		expulsion	Police referral

(*) Principal discretion.

BODILY HARM, INFLICTING

Committing a reckless or negligent act that inflicts bodily harm upon another person.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-5	*	*	*

Grades 6-12	*	1 day suspension	3 day suspension
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BULLYING

Bullying is defined as behavior that is:

- Intimidating, threatening, abusive or hurtful conduct
- Objectively offensive
- Involves an imbalance of power and is repeated, or materially and substantially interferes with a student's education or ability to participate in school activities
- And occurs repeatedly

Any act of bullying or cyberbullying is strictly prohibited as defined in district Policy 514.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-5	*	*	*
Grades 6-8	*	*	◆ 1-3 day OSS Possible
		1-3 day suspension	expulsion
			3-5 day suspension
Grades 9-12	*	◆ Detention	◆ 1-3 day OSS
		 Possible suspension 	◆ Possible expulsion
		1-3 day suspension	• <u>5-10 day suspension</u>
			• <u>Possible</u>
			recommendation for
			<u>expulsion</u>

^(*) Principal discretion.

BURGLARY

Entering any school location without consent and with the intent to commit a crime is prohibited.

Grades	First Occurrence	Second Occurrence
Grades K-3	<u>*</u>	*
Grades 4-12	• 5 day suspension	• 10 day suspension
	Police referral	Recommendation for expulsion
		Police referral

(*) Principal discretion.

CELL PHONES & PERSONAL DEVICES - ELEMENTARY (Grades K-5)

We recognize that cell phones/hand-held personal electronic devices (i.e. iPod Touch) are common tools for communication with many families. Our goal is to help students maintain a focus on learning. Please know that most elementary students have no need to carry a cell phone or hand-held personal electronic device to school and these devices are vulnerable to theft. We are committed to using technology as an accelerant for student learning and provide the appropriate tools for our students in their classrooms.

Students who need to carry a cell phone or hand-held personal electronic device to school must have them turned off and stored out of sight during school hours. These devices may not be used to talk, take pictures, play games, record or text during school hours, including recess. Bridgewater, Greenvale Park and Spring Creek Elementary Schools are The district is not responsible for lost, damaged or stolen phones or other electronic devices brought from home.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K - 5	Confiscate and return at end of day	Confiscate and parent/ guardian/caregiver pick up	Students are no longer allowed to bring a device to school until a parent/guardian/caregiver

			conference is held with the building principal.
Incidents involving the unauthorized photography or recording			
Grades First Occurrence Second Occurrence Third Occurrence			
Grades K-5	*	*	*

CELL PHONES & PERSONAL DEVICES - MIDDLE SCHOOL (Grades 6-8)

Cell phones are not permitted in classrooms, during transition times, or in the lunchroom between 7:45 am and 2:51 pm. If there is a need for a student to have a cell phone at school, staff should not hear it or see it. It should be put in a locker during the day. If any staff member sees a phone out in classrooms, during transition times, or in the lunchroom, it will be labeled and taken to the office. The phone can be picked up after 2:51 pm. Additionally, video recording students or staff without their consent is prohibited at Northfield Middle School.

Causing a disruption with personal electronic devices, universal remote controls, laser pointers, speakers, headphones, bluetooth, or similar devices is not permitted. This includes, but is not limited to, causing a nuisance through the non-curricular use of cameras or other devices for photographic, audio, video, or digital recording and/or sharing of those recordings without <u>student or</u> staff permission. While school-issued devices will not be confiscated in most circumstances, they may have various apps or features disabled as a result of misuse.

Grades	First Occurrence	Second Occurrence	Third Occurrence	
Grades 6 - 8	Confiscate and return at	Confiscate and return at	 Confiscate <u>and</u> 	
	end of day	end of day	parent <u>/guardian/</u>	
			<u>caregiver</u> pick up	
			 Students who have 	
			a fourth violation	
			may be required to	
			turn in their	
			phone to the	
			office each day	
Inci	Incidents involving the unauthorized photography or recording			
Grades	First Occurrence	Second Occurrence	Third Occurrence	
Grades 6 - 8	1-3 day suspension	3-5 day suspension	5-10 day suspension	

CELL PHONES & PERSONAL DEVICES - ALC & HIGH SCHOOL (Grades 9-12)

Causing a disruption with personal electronic devices, cell phones, universal remote controls, laser pointers, speakers, headphones, bluetooth, or similar devices is not permitted. This includes, but is not limited to, causing a nuisance through the non-curricular use of cameras, cell phones or other devices for photographic, audio, video, or digital recording and/or sharing of those recordings without student or staff permission. Students who consistently violate this provision may be prohibited from possessing their device in school for up to 30 days in addition to the disciplinary responses listed below. While school-issued devices will not be confiscated in most circumstances, they may have various apps or features disabled as a result of misuse.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades 9 - 12	Confiscate and return at	Confiscate and hold for	 Confiscate and
	end of day	two days	hold for three days
			 Students who have
			a fourth violation
			may be required to
			turn in their

			phone to the office each day
Inc	idents involving the unautho	orized photography or record	ding
Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades 9 - 12	1-3 day suspension	3-5 day suspension	5-10 day suspension

DISHONESTY, SCHOLASTIC

Scholastic dishonesty that includes, but is not limited to, cheating on school assignments or tests, plagiarism, submitting artificial intelligence generated work as one's own without explicit disclosure, or collusion is prohibited. (Collusion means that this segment also applies to students who knowingly assist others in cheating on school assignments, tests, or plagiarism as outlined in this handbook.) Academic consequences may also be assigned. Incidents of academic dishonesty will be cumulative for the duration of attendance at each building. The procedures whereby a student will be held accountable for infractions are as follows:

Grades	First Occurrence	Second Occurrence	Third Occurrence or
			More
Grades K-5	*	*	*
Grades 6-12	 The teacher will address the student with evidence when the infraction occurs and notify parents/guardians/caregivers The student can receive a zero on the assignment, but may, at the teacher's sole discretion, arrange a time to meet with the teacher and set up an opportunity to re-do the assignment with supervision. The teacher will file an incident referral form with the Assistant 	 All of the disciplinary action of the first offense occurrence will occur The student will receive an automatic zero on the assignment or test and no make-up work will be offered to compensate for lost points The teacher will file an incident referral form with the Assistant Principal, who will conference with the student and notify parents/guardians/caregivers 	 All of the disciplinary action of the first offense occurrence will occur Assistant Principal will initiate a parent/guardian/caregiver-student-counselor conference The student will receive one day of ISS

^(*) Principal discretion.

DISRESPECTFUL BEHAVIOR

All individuals and groups, whether members of our school community or guests, deserve to be treated with respect. Disrespectful behavior includes engaging in abusive language or in conduct intending to cause alarm or resentment in others. The videoing of staff members or students without permission is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-8	*	*	Same/next day dismissal
Grades 9-12	*	*	1-3 day suspension

^(*) Principal discretion.

DISRUPTIVE BEHAVIOR

Disruptive behavior is prohibited. Disruptive behavior means acts that disrupt or threaten to disrupt the educational process.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-8	*	*	Same/next day dismissal
Grades 9-12	*	*	1-3 day suspension

^(*) Principal discretion.

DRIVING, CARELESS OR RECKLESS

Driving any motorized or nonmotorized vehicle on school locations in such a manner as to endanger people or property is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades 9-12	*	Revocation of parking	• 3 day suspension
		permit to identified time	• Permanent revocation of
		period	parking permit
		• Police referral	Police referral

^(*) Principal discretion.

FALSE REPORTING/MISREPRESENTING THE TRUTH

Deliberately reporting false information is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-8	*	*	*
Grades 9-12	*	1-3 day suspension	3-5 day suspension

^(*) Principal discretion.

FIGHTING

Engaging in any form of <u>physically aggressive confrontation</u>, including fighting, where blows are exchanged is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
<u>Grades K-3</u>	*	*	*
Grades 4-5	*	1-3 day suspension	3-5 day suspension
Grades 6-12	1-3 day suspension	3-5 day suspension	 10 day suspension Possible recommendation for expulsion

^(*) Principal discretion.

FIRE ALARM, FALSE

Intentionally giving a false alarm of a fire, or tampering or interfering with any fire alarm is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	Suspension	• 2-3 day suspension
		Restitution	• Police referral
			Restitution
Grades 6-12	• 3-5 day suspension	• 5-10 day suspension	• 10 day suspension
	 Police referral 	Police referral	• Possible
	 Restitution 	Restitution	recommendation for
			expulsion

	Police referral
	 Restitution

^(*) Principal discretion.

FIRE EXTINGUISHER, UNAUTHORIZED USE

Fire extinguishers are important tools that are needed in potentially life-threatening fires. All other uses are unacceptable.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	1 day suspension	2 day suspensionRestitution
Grades 6-12	*	 3-5 day suspension Police referral Restitution	10 day suspensionPolice referralRestitution

^(*) Principal discretion.

FIREARMS

Firearms are prohibited in all school district locations. A "firearm" is defined as a gun, whether loaded or unloaded, that discharges shot or a projectile by means of an explosive charge or element, such as gunpowder. A firearm as herein defined may cause serious injury or death. All offenses will be reported to the Minnesota Department of Education.

Grades	First Occurrence	
Grades K-3	* -	
Grades 4-12	• 10 day suspension	
	Recommendation for expulsion	
	Police referral	

^(*) Principal discretion.

FIREWORKS OR AMMUNITION

(Snaps, sparklers, firecrackers, smoke bombs, stink bombs, etc.)

Possession, distribution or use of any type of fireworks or ammunition is prohibited. Police referral will be made when state law has been violated.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	1 day suspension	2 day suspension	5 day suspension
Grades 6-12	1-3 day suspension	3-5 day suspension	5-10 day suspension

^(*) Principal discretion.

FREEDOM OF EXPRESSION

Freedom of expression is necessary to promote creativity, teach appreciation of others' cultures and ideas, and to prepare students to participate in our democratic society. However, verbal, written or symbolic speech promoting illegal substances, intolerance and/or causing disruption will not be tolerated, regardless of learning modality (in-person or digital).

Dress and grooming or appearance on a school location in the following manner is prohibited.

- Grades K-8: Hats or bandanas are not permitted without special permission of the building administrator.
- Wearing clothing <u>Dress or appearance</u> that includes words or pictures which are obscene, vulgar, abusive, discriminatory or which promote or advertise weapons, alcohol, chemicals, tobacco or any other product that is illegal for use by minors.

- Wearing clothing and other items or grooming <u>Dress or appearance</u> in a manner that represents and/or promotes threat/hate groups including gangs or supremacist groups (including but not limited to gang and/or hate symbols).
- Wearing clothing or grooming <u>Dress or appearance</u> in a manner that is sexually explicit or which conveys sexual innuendo, or that may reasonably be construed as sexual.
- Wearing clothing or grooming <u>Dress or appearance</u> that is potentially disruptive to the education process or that poses a threat to the health and safety of others.
- When, in the judgment of the administration (principal, assistant principal, and/or designee), a student's appearance or mode of dress does not adhere to this policy, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified and other disciplinary measures may be taken.
- Administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- An organized student group shall receive administrative approval before recommending a form of dress for a specific student sponsored event.
- Any student who feels offended by an individual's dress may report that concern to staff, a teacher or to school administration in the building.

The above criteria also apply to school-sponsored forums/events in physical or digital format and the use of school issued devices, and will be used to judge whether a student is in violation of verbal or symbolic speech guidelines.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-12	*	*	*

^(*) Principal discretion.

GAMBLING

Gambling, including, but not limited to, playing a game of chance for stakes or possession of gambling devices (including machines, video games and other items used to promote a game of chance) is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	*	Same/next day dismissal
Grades 6-12	*	1-3 day suspension	3-5 day suspension

^(*) Principal discretion.

GANG/THREAT GROUP ACTIVITY

Gang/threat group-related activity, the use of graffiti emblems, symbolism, hand signs, slang, tattoos, jewelry, discussion, clothing, wearing colors, etc. are prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-5	*	*	*
Grades 6-12	*	1-5 day suspensionPolice referral	 5-10 day suspension Possible recommendation for expulsion Police referral

^(*) Principal discretion.

HARASSMENT AND VIOLENCE

Racial, gender, religious, age, disability, sexual orientation, marital status, and public assistance harassment and violence as defined by district Policy 413 is prohibited. Reprisal or retaliation for a complaint of harassment is prohibited. A referral to police will be made on any action that can be defined as a hate crime. "Harassment" includes all forms of racial, religious and sexual harassment. Sexual harassment consists of unwelcome sexual advances, request for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature

when submission to that conduct is made a term or condition for obtaining an education; or submission to or rejection of the conduct is used as a factor in decisions affecting the student's education or the conduct has the purpose of effect of unreasonably interfering with the student's educational environment. Sexual harassment can involve but is not limited to unwelcome verbal harassment, unwelcoming pressure for sexual activity, unwelcome sexually motivated or inappropriate patting, pinching, physical contact, or taking photos/video in locker rooms or bathrooms or soliciting or distributing sexually inappropriate photos. Parents/guardians/caregivers and students may also make a direct report to the Human Rights Officer/Title IX coordinator about sexual harassment, racially-motivated harassment, or other discrimination governed by district Policies 413 and/or 522. Reports should be made to:

Molly Viesselman, Director of Human Resources, Human Rights Officer/Title IX Coordinator Northfield Public Schools, 201 Orchard Street South, Northfield, MN 55057

Phone: 507.663.0600 • Email: mviesselman@northfieldschools.org

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	Same/Next Day Dismissal	 3-5 day suspension Police referral Possible recommendation for expulsion
Grades 6-12	1-3 day suspensionPolice referral	 3-5 day suspension Police referral	 5-10 day suspension Police referral Possible recommendation for expulsion

^(*) Principal discretion.

HAZING

The district maintains a learning environment that nourishes respect for the individual. Hazing activities of any type are prohibited at all times. Principals will enforce Policy 526 Hazing Prohibition vigorously.

Grades	Any Occurrence	
Grades K-12	Consequences for any hazing violation will be determined by school administration	
	based on the results of the investigation as outlined in Policy 526. Such consequences	
	may include, but are not limited to, warning, suspension, exclusion, expulsion, transfer,	
	or remediation.	

INSUBORDINATION

Deliberate refusal to follow an appropriate direction or identify self when requested.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	*	1 day suspension
Grades 6-12	*	1 day suspension	1-3 day suspension

^(*) Principal discretion.

OFFENSIVE BEHAVIOR

Offensive behavior, such as teasing, name-calling, put downs, inappropriate language, coercive behavior or other mean-spirited behavior is prohibited. This includes the removal of another student's clothing. Depending upon the circumstances, these behaviors could constitute harassment.

Grades	First Occurrence	Second Occurrence	Third Occurrence
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Grades K-3	*	*	*
Grades 4-8	*	*	1-3 day suspension
Grades 9-12	*	Detention	1-3 day suspension

^(*) Principal discretion.

RECORDS OR IDENTIFICATION FALSIFICATION

Falsifying signatures or data, forging notes is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
<u>Grades K-3</u>	*	*	*
Grades 4-5	*	*	1-3 day suspension
Grades 6-12	*	1-3 day suspension	3-5 day suspension

^(*) Principal discretion.

ROBBERY OR EXTORTION

Taking property from another person by use of force, threat of force or under false pretenses is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	Same/next day dismissal	 3-5 day suspension Police referral Possible recommendation for expulsion
Grades 6-12	1-3 day suspensionPolice referralRestitution	 3-5 day suspension Police referral Restitution	 10 day suspension Recommendation for expulsion Police referral Restitution

^(*) Principal discretion.

SAFETY

Any behavior that threatens the safety of another person or oneself is not tolerated. Compromising security by propping open doors, letting someone in a secured door or tampering with building security equipment is prohibited.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-12	*	*	*

^(*) Principal discretion.

SEXUAL MISCONDUCT

Engaging in nonconsensual sexual intercourse, or sexual contact, or indecent exposure with another person, including intentional touching of clothing covering a person's intimate parts, or intentional removal or attempted removal of clothing covering a person's intimate parts or clothing covering a person's undergarments, if the action is performed with sexual or aggressive intent, is prohibited. Parents/Guardians/Caregivers and students may also make a direct report to the Human Rights Officer/Title IX coordinator about sexual harassment, racially-motivated harassment, or other discrimination governed by district Policy 413 and/or 522. Reports should be made to:

Molly Viesselman, Director of Human Resources, Human Rights Officer/Title IX Coordinator Northfield Public Schools, 201 Orchard Street South, Northfield, MN 55057

Phone: 507.663.0600 • Email: mviesselman@northfieldschools.org

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	1-3 day suspension	3-5 day suspension

Grades 6-12	• 10 day suspension	
	Possible recommendation	
	for expulsion	
	Police referral	

TECHNOLOGY AND TELECOMMUNICATION MISUSE

Misuse of computer equipment or network/deletion or violation of password-protected information, computer programs, data, passwords, or system files; inappropriate accessing of files, directories, internet sites; deliberate contamination of system; unethical use of information or violation of copyright laws is prohibited. It is expected that students will abide by Policy 524-2 Use of Technology and Telecommunications Systems By Students. Parents/Guardians/Caregivers are expected to read and discuss this policy with their child.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-12	*	*	*

^(*) Principal discretion.

THEFT, RECEIVING OR POSSESSING STOLEN PROPERTY

The unauthorized taking, using, transferring, hiding or possessing the property of another person without the consent of the owner, or the receiving of such property is prohibited. Restitution, when appropriate, will be required. Felony offenses may result in more severe consequences.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	1-3 day suspension	• 3-5 day suspension
			Restitution
Grades 6-12	• 1-3 day suspension	• 3-5 day suspension	• 5-10 day suspension
	Police referral	Police referral	 Recommendation for
	Restitution	Restitution	expulsion
			Police referral
			Restitution

^(*) Principal discretion.

THREAT, DIRECT/INDIRECT

Intentionally making, publishing or conveying in any manner a threat pertaining to an individual or school location is prohibited. Whoever threatens, directly or indirectly, to commit any crime of violence with purpose to terrorize another or to cause evacuation of a building, place of assembly, vehicle or facility of public transportation or otherwise to cause serious public inconvenience, or in reckless disregard of the risk of causing such terror or inconvenience may be sentenced to imprisonment for not more than five years or to payment of a fine of not more than \$10,000 or both. Note to parents who elect to keep students home after authorities have determined the threatening situation to be safe: students staying home after an "all clear" may not return that day for school sponsored or co-curricular activities.

Grades	First Occurrence	Second Occurrence
<u>Grades K-3</u>	*	<u>*</u>
Grades 4-5	5 day suspensionPolice referral	 10 day suspension Possible recommendation for expulsion Police referral
Grades 6-8	• 5-10 day suspension	• 10 day suspension

	Police referralPossible recommendation for expulsion	Recommendation for expulsion Police referral
Grades 9-12	• Up to 10 day suspension	
	Recommendation for expulsion	
	Police referral	

TOBACCO, SMOKING, AND VAPING

Possession or use of tobacco in any form on school property, in district buses or vehicles, or at district events is prohibited. Students who congregate in an area where smoking/vaping has recently occurred (bathroom stall, etc.) will each be considered smoking. This includes the use and/or possession of e-cigarettes, vaping, any electronic nicotine delivery system, liquid nicotine and non-nicotine vaping products.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	1-3 day suspension	3-5 day suspension
Grades 6-12	1 day suspensionPolice referral	2-3 day suspensionPolice referral	 3-5 day suspension Police referral

^(*) Principal discretion.

TRANSPORTATION-DISTRICT POLICY

All rules that apply to building and/or classroom behavior shall apply while riding or waiting to ride a school bus. Therefore, students may be administered consequences consistent with other school discipline procedures and in accordance with the district's transportation policies.

Students endangering persons and/or property may lose bus-riding privileges immediately and for an indefinite

period. (Policies <u>707</u>, <u>708</u>, <u>709</u>, <u>710</u>, JFCC)

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-5	*	Parent/guardian/caregiver	• Parent/guardian/
		contacted	<u>caregiver</u> meeting
			• 1-3 days off the bus
			Additional occurrences are
			individually considered.
			Students may lose their bus
			riding privileges for a
			longer period of time,
			including the remainder of
			the school year.
Grades 6-12	*	• Parent/guardian/	• Parent/guardian/
		<u>caregiver</u> contacted	<u>caregiver</u> meeting
		• Up to 5 days off the bus	• Up to 10 days off the
			bus
			Additional occurrences are
			individually considered.
			Students may lose their bus
			riding privileges for a
			longer period of time,
			including the remainder of
			the school year.

^(*) Principal discretion.

(Further offenses are individually considered. Students may be suspended from riding the bus for a longer period of time, including the remainder of the school year.)

TRESPASSING

Presence at any school location without permission of school personnel is prohibited. Students are not to go into other district buildings unless they have permission from the building administrator. Any student on suspension, expulsion or homebound for disciplinary reasons who goes to any school district location without permission is subject to being charged with trespassing and an increase in suspension time.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	Same/next day dismissal	5 day suspension
Grades 6-12	• 1 day suspension	• 1-3 day suspension	• 5-10 day suspension
	Police referral	Police referral	Police referral

^(*) Principal discretion.

TRUANCY

Northfield Public Schools have developed attendance policies consistent with current state, and county guidelines. Compulsory attendance policies for students under the age of 18 years will be applied in cases of chronic absences or tardies. Absences or tardies which are not lawful include oversleeping, baby-sitting, missing the bus, staying home to complete class assignments and car trouble. A warning letter will be sent to the parent/guardian/caregiver. A student under the age of 18 years with more than seven unexcused absences may be referred to the student's home county social services programming or Student Attendance Review Board (SARB).

UNAUTHORIZED AREAS

Students in areas that are off-limits or where students are not authorized to be.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-8	*	*	*
Grades 9-12	*	Detention	Detention

^(*) Principal discretion.

UNEXCUSED ABSENCE

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-5	*	*	*
Grades 6-12	*	Detention	Detention or ISS

^(*) District School Attendance/Diversion Plan procedures will be followed

VANDALISM, MAJOR ACTS

Littering, defacing, cutting or damaging property that belongs to the school district, other students, staff members or other individuals is prohibited. **Restitution, when appropriate, is applied.**

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	• 5-10 day suspension	• 10 day suspension	• 10 day suspension
	 Recommendation for 	• Recommendation for	• Recommendation for
	expulsion	expulsion	expulsion
	 Restitution 	Restitution	Restitution
	 Police referral 	Police referral	Police referral
Grades 6-12	• 5-10 day suspension	• 10 day suspension	• 10 day suspension
	• <u>Possible</u>	 Recommendation for 	 Recommendation
	recommendation for	expulsion	for expulsion
	expulsion	Restitution	 Restitution
	 Restitution 	Police referral	 Police referral

-	
Police referral	
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VANDALISM, MINOR ACTS

Littering, defacing, cutting or damaging property that belongs to the school district, other students, staff members or

other individuals is prohibited. Restitution, when appropriate, is applied.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-12	*	1-5 day suspensionRestitutionPolice referral	 5-10 day suspension Possible recommendation for expulsion Restitution Police referral

^(*) Principal discretion.

VEHICLE, UNAUTHORIZED PARKING

(Policy 527 - Student Use and Parking of Motor Vehicles; Patrols, Inspections and Searches)

Not having a parking permit or parking a motorized vehicle in unauthorized areas on school property is prohibited. Failure to adhere to parking regulations may result in towing without warning. In addition, students and their entire carpool are subject to temporary or permanent loss of parking permit.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades 9-12	Written parking violation	Administrative referral	Loss of parking permit or
	warning		tow at owners expense

^(*) Principal discretion.

WEAPONS (EXCLUSIVE OF FIREARMS)

The possession, or implied possession of a real or look alike item which is considered dangerous, illegal, or which is used to imply or possibly cause harm, destruction or disruption is strictly prohibited on school property or at school activities. All offenses occurrences will be reported to the Minnesota Department of Education.

Grades	First Occurrence	Second Occurrence	Third Occurrence
Grades K-3	*	*	*
Grades 4-5	*	 3-10 day suspension Police referral Possible recommendation for expulsion 	10 day suspensionPolice referralRecommendation for expulsion
Grades 6-12	 3-10 day suspension Police referral Possible recommendation for expulsion	 5-10 day suspension Police referral Possible recommendation for expulsion 	 10 day suspension Police referral Recommendation for expulsion

^(*) Principal discretion.

MULTIPLE/CHRONIC VIOLATIONS & UNIQUE SITUATIONS

A student who accumulates excess referrals or several referrals for serious behavior may be disciplined in light of the student's overall record. The student and parent/guardian/caregiver will have a warning conference with a principal and other appropriate staff members to make them aware that the student is accumulating too many referrals. Any student who has been suspended for violations of the guidelines may be recommended for expulsion upon his or her their return if he or she they commit additional offenses of the same nature.

Discipline situations that arise which are not covered by these guidelines will be handled on a case-by-case basis. Behaviors that are willful and disruptive or potentially harmful are included. Unique or special situations at a particular school may call for an adjustment in the discipline policies to meet the school or district's needs.

ADDITIONAL DISCIPLINE INFORMATION

CORPORAL PUNISHMENT AND PRONE RESTRAINT

The district strictly prohibits corporal punishment and the use of prone restraint by employees or agents of the district. Corporal punishment involves the hitting or spanking of a person with or without an object or any unreasonable force that causes bodily harm or substantial emotional harm. Prone restraint means placing a child in a face-down position. (Policy 507)

DISCIPLINE PROCEDURES

All disciplinary actions shall be processed pursuant to the district's discipline policy and the requirements of the Minnesota Pupil Fair Dismissal Act,

- Any student who violates a school policy or rule may be subject to the consequences established in this student <u>citizenship</u> handbook.
- Any student who violates a school policy that has a potential consequence of dismissal from school for more
 than one school day shall have an informal conference with a school administrator. An informal conference is
 not required where the student is creating an immediate and substantial danger to <a href="https://dismissal.gov/himself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-themself-or-herself-them
- Any student who is being dismissed from school for more than one day will be provided written notice containing: a statement of the facts giving rise to the dismissal (including pertinent statements of staff members and the student), the grounds for dismissal, a copy of the Pupil Fair Dismissal Act and a plan established for the student's readmission. The parents/guardians/caregivers of the dismissed student shall be provided written notice of the dismissal within 2-3 business days. The notice will include all the elements contained in the student's notice.
- Any suspension that exceeds ten days in length will be accompanied by an explanation to the superintendent listing the reasons why the suspension exceeded ten days in length.

All students who violate a school policy or rule that has potential consequences of exclusion or expulsion will be given the opportunity to have a hearing over the issue of exclusion or expulsion in accordance with Minnesota law. (See Minnesota Statutes 121A.41 to 121A.55.)

DRUG DOG CANINE SEARCH - PURPOSE AND PROCEDURE

The district will conduct periodic searches of the schools and their adjacent parking lots with the assistance of local and county law enforcement officers and drug-sniffing dogs. Each canine unit will be accompanied by at least one school district staff and when possible, the school resource officer.

In the event of a positive identification by the canines, two school personnel will conduct a search of the locker or vehicle in question. If the search reveals unauthorized or illegal items, district personnel may ask that law enforcement finish the search of the locker or vehicle.

A student must unlock a locked motor vehicle or its compartments upon the request of a school official. Failure to do so is a violation of Policy 527.

EFFECT OF DISCIPLINARY ACTION ON STUDENT RECORD

Violations and consequences accumulate for the current school year except for chemical violations leading to expulsions.

MODIFICATION OF CONSEQUENCES

Consequences for a specific violation can be adjusted on an individual basis at the discretion of building administration.

PARENTAL QUESTIONS ABOUT DISCIPLINE

Parents/guardians/caregivers may contact building administration to discuss an infraction and consequence assigned if they have questions regarding the situation.

PHYSICAL RESTRAINT

Physical restraint may be utilized by <u>trained</u> administrators, teachers and other staff <u>as allowed by state or federal law and</u> only where it is necessary to use reasonable force to restrain a student from injuring themselves, others or property.

POLICE REFERRAL

Generally, law enforcement will not be present during an administrator's interview of a student. If a student violates a district policy that also violates a law, the student may be referred to the police. A district administrator may be present during a search and related questioning by law enforcement. Law enforcement and other external agencies are permitted to interview students on campus as described in <u>Policy 519</u>.

PUBLICATION OF DISCIPLINE POLICY

Each school will include the district-wide guidelines along with their building-level guidelines to make up their overall building discipline guidelines. Students and parents/guardians/caregivers will be informed of these guidelines at the beginning of the school year or when they enroll in a district school.

SCHOOL DISTRICT LOCKER POLICY

District <u>Policy 502</u> and the State of Minnesota state that school lockers, desks and other areas assigned to a student are the property of the school. At no time does the school relinquish its exclusive control of lockers provided for the convenience of students. School authorities for any reason may conduct inspection of lockers at any time, without notice, without student consent and without a search warrant.

The personal possessions of a student within a locker may be searched only when school authorities have reasonable suspicion that the search will uncover evidence of a violation of law or school rules.

As soon as practicable after the search of a student's personal possessions, the school must provide notice of the search to the student whose locker was searched unless such disclosure would impede an ongoing investigation by police or school officials.

SPECIAL EDUCATION OR DISABLED STUDENTS

Consequences for special education or disabled students will be adjusted, as required by federal and state laws and regulations, and the student's individual education plan (IEP) or accommodation, when necessary. Special Education students and their parents/guardians/caregivers may request modification of those policies and accommodations where appropriate.

UNIQUE SITUATIONS

Because it is not possible to list every violation that occurs, those not specified will be responded to as necessary by staff on a case-by-case basis. Unique or special circumstances at a particular school may call for an adjustment in the discipline policies to meet the school's needs.

DEFINITIONS

"Detention" Requirements for a student to remain in school or attend school outside normal school hours.

Detention does not include withholding recess from students. Detention may be assigned during recess if a student causes or is likely to cause serious physical harm to other students or staff; with written parent permission; or for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

"Dismissal" means dismissing a student from school for less than one school day or less.

"Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a pupil for a period that shall not extend beyond the school year.

"Expulsion" means a school board action to prohibit an enrolled pupil from further attendance for a period that shall not extend beyond an amount of time equal to one school year from the date up to 12 months from the date the student pupil is expelled.

"Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

"Parent" means (a) one of the pupil's parents, (b) in the case of divorce or legal separation, the parent or parents with physical custody of the pupil, including a noncustodial parent with legal custody who has provided the district with a current address and telephone number, or (c) a legally appointed guardian. In the case of a pupil with a disability under the age of 18, parent may include a district-appointed surrogate parent.

"Pupil" means any student:

- (1) without a disability under 21 years of age; or
- (2) with a disability under 21 years old who has not received a regular high school diploma or for a child with a disability who becomes 21 years old during the school year but has not received a regular high school diploma, until the end of that school year; and
- (3) who remains eligible to attend a public elementary or secondary school.
 - (b) A "student with a disability" or a "pupil with a disability" has the same meaning as a "child with a disability" under section 125A.02.

"Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

Principal discretion: principal discretion means that the building principal (or assistant principal) determines the appropriate disciplinary consequences. The principal may consult with other professionals to determine the best course of action.

"Removal" means any action taken by a teacher, principal or other school district employee to prohibit a pupil from attending class for a period of time not to exceed five class or activity periods. A student may be removed from class for violating the district's discipline policy or for willful conduct that disrupts the rights of others to an education or which endangers other individuals or the property of the school.

"School location" includes a school building, school grounds, school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the areas of entrances or departure from school premises or events, and all school related functions.

"School personnel" means any person employed or under the direction/assignment of school personnel and who is acting within the scope of their assignment.

"Suspension" means an action taken by the school administration, under rules promulgated by the school board the district's discipline policy, which prohibitsing a pupil from attending school for a period of no more than ten school days. If a suspension is longer than five days, the suspending administrator must provide the superintendent with a reason for the longer suspension. This definition does not apply to dismissal from school for less than one school day, except as provided in federal law for a student with a disability or less. In no event shall a single suspension exceed 15 school days provided that an alternative program shall be implemented when that suspension exceeds ten days. Students in Grades Kindergarten—Grade 3 are not subject to suspension unless non-exclusionary discipline measures have been exhausted or there is an ongoing serious safety threat to the child or others.

POSSIBLE DISCIPLINARY CONSEQUENCES

District staff can use the following consequences or actions when discipline infractions occur. These could include:

- Student conference
- Parent/guardian/caregiver conference
- Restorative practices This includes community-building circles, norm setting, and restorative conversations.
- **Detention** Requirements for a student to remain in school or attend school outside normal school hours.
- **Fine** A financial penalty assessed on a student by the school.
- **Restitution** Compensation or compensatory service required of a student who has damaged, taken or destroyed school or personal property.
- Truancy referrals Referral to Rice County authorities when unexcused absences exceed the legal limits.
- Removal from class Removal from a particular class for up to five class periods due to inappropriate behavior
- In-School suspension (ISS) Removal from classes to an in-school suspension room under the direction of staff.
- **Dismissal from school** Dismissing a student from school for one day or less.
- Out-of-School suspension Action taken by the school administration, under the district's discipline policy, which prohibits a pupil from attending school. This definition does not apply to dismissal from school for one school day or less. In no event shall a single suspension exceed 15 school days provided that an alternative program shall be implemented to the extent that suspension exceeds ten days. Students may not be on school property during the suspension or they are subject to trespassing. Out-of-school suspension may be served during non-school days at the discretion of the building administrator.
- **Police referral** If a student violates a district policy that also violates a law, the student may be referred to the police.
- **School transfer** Transfer from the student's home or neighborhood school to another similar district school.
- Exclusion Action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year.
- Expulsion Action taken by the school board to prohibit a student from an enrolled pupil from further attendance attendance attendance for a period that shall not extend beyond an amount of time equal up to 12 months one school year from the date a the pupil is expelled.
 - O Agreement to Withdraw (in lieu of expulsion)— The student and his/her their family and the district sign a document agreeing that the student will enroll in another school district for the duration of the proposed expulsion period. Expulsion proceedings are suspended as long as the student does not attempt to re-enroll in a Northfield district school during that period (up to one calendar year).
 - O Abeyance (in lieu of expulsion) The student and his/her their family and the district sign a document agreeing that the student will transfer to the Northfield Area Learning Center for at least the duration of the proposed expulsion period and will abide by the terms and conditions outlined in the abeyance agreement. Expulsion proceedings are suspended as long as the student does not attempt to re-enroll in another district school during that period (up to one calendar year).
 - As the Northfield Area Learning Center is a high school-only program, abeyance is not an option for students in 8th grade and below.
- **Bus suspension** Action taken by a school district administrator to prohibit a student from riding a school bus or other district vehicles ranging from one day to the balance of the school year.
- Restriction or loss of school privileges
- Suspension from co-curricular activities
- Other disciplinary action deemed appropriate by District No. 659.

EXPELLABLE OFFENSES

While it is the district's belief that action to expel a student should be a "last resort," district policy does include expulsion as a possible or automatic response to several behavioral offenses. The following chart is a quick reference to those offenses. Please see a more detailed description of those offenses and the corresponding responses to them in the earlier pages of this handbook.

R – Recommended; **P** – Possible; <u>E</u> – Elementary; **H** – High School; **M** – Middle School: <u>N/A - Means not applicable because a recommendation for expulsion was required for a previous violation</u>

Offense	1st	2nd	3rd
Alcohol, Chemicals Possession or Use	NO	YES - P	YES - R
Alcohol, Chemicals Intent to Distribute	YES - R	N/A	N/A
Arson	YES - R	N/A	N/A
Assault, Aggravated	YES - R	N/A	N/A
Assault, Physical	NO	$\underline{YES - P}$	YES - P
Bullying	NO	NO	YES - P-H
Burglary	NO	YES - R	N/A
Fighting	NO	NO	YES - P-M-H
Fire Alarm, False	NO	NO	YES - P-M-H
Firearms	YES - R	N/A	N/A
Gang/Threat Group Activity	NO	NO	YES - P-M-H
Harassment and Violence	NO	NO	YES - P
Robbery or Extortion	NO	NO	YES - R-E YES - P-M-H
Sexual Misconduct	YES - P-M-H	N/A	N/A
Theft, Receiving or Possessing Stolen Property	NO	NO	YES - R-M-H
Threat, Direct/Indirect	YES - P-M YES - R-H	YES - P-E YES - R-M	N/A
Vandalism, Major Acts	YES - P	YES - M-H	N/A
Vandalism, Minor Acts	NO	NO	YES - P-E-M-H
Weapons	YES - P-MS	YES - P-E YES - P-M-H	YES - R-E YES - R-M-H

TITLE IX AND HUMAN RIGHTS REPORTING INSTRUCTIONS

Parents/guardians/caregivers and students may also make a direct report to the Human Rights Officer/Title IX Coordinator about sexual harassment, racially-motivated harassment, or other discrimination governed by district Policies 413 and/or 522.

Reports should be made to:

Molly Viesselman, Director of Human Resources, Human Rights Officer/Title IX Coordinator Northfield Public Schools, 201 Orchard Street South, Northfield, MN 55057 Phone: 507.663.0600 • Email: mviesselman@northfieldschools.org

SCHOOLS AND ADMINISTRATION

	Dhono	Email
	1 Hone	Lillan
District Office	F07 ((2 0(00	
District Office	307.003.0000	

201 Orchard Street South, Northfield	507.663.0611 (fax)	
Superintendent: Dr. Matt Hillmann	507.663.0629	mhillmann@northfieldschools.org
Executive Admin Asst: Anita Aase	507.663.0629	aaase@northfieldschools.org
Office Specialist, Rachael Caspers	507.663.0600	reaspers@northfieldschools.org
Bridgewater Elementary	507.664.3300	-
401 Jefferson Parkway, Northfield	507.664.3308 (fax)	
Principal: Nancy Antoine	507.664.3301	nantoine@northfieldschools.org
Admin Asst: Jessica Huebseh	507.664.3301	ihuebsch@northfieldschools.org
Greenvale Park Elementary	507.645.3500	_
500 Lincoln Parkway, Northfield	507.645.3505 (fax)	
Principal: Sam Richardson	507.645.3501	srichardson@northfieldschools.org
Admin Asst. Renee Malecha	507.645.3501	malecha@northfieldschools.org
Spring Creek Elementary	507.645.3470	
1400 Maple Street, Northfield	507.645.3469 (fax)	
Principal: Scott Sannes	507.645.3471	ssannes@northfieldschools.org
Admin Asst: Amy Truman	507.645.3471	atruman@northfieldschools.org
Northfield Middle School	507.663.0650	-
2200 Division Street S., Northfield	507.663.0660 (fax)	
Principal: Greg Gelineau	507.663.0669	ggelineau@northfieldschools.org
Assistant Principal: Michael O'Keefe	507.663.0667	mokeefe@northfieldschools.org
Admin Asst: Amy Stowe	507.663.0651	astowe@northfieldschools.org
Northfield High School	507.663.0630	_
1400 Division Street S., Northfield	507.645.3455 (fax)	
Principal: Shane Baier	507.645.3400	sbaier@northfieldschools.org
Assistant Principal: Rico Bohren	507.645.3401	rbohren@northfieldschools.org
Assistant Principal: Becca Bang	507.645.3450	bbang@northfieldschools.org
Admin Asst: Lori Christophersen	507.645.3473	lehristophersen@northfieldschools.org
Area Learning Center	507.645.1201	
201 Orchard Street South, Northfield	507.645.1250 (fax)	
ALC Director: Daryl Kehler	507.645.1201	dkehler@northfieldschools.org
Admin Asst: Katie Bauer	507.645.1201	kbauer@northfieldschools.org
Northfield Community Education Center	507.664.3649	
700 Lincoln Parkway, Northfield	507.664.3651 (fax)	
Director of Community Education: Erin Bailey	507.664.3652	ebailey@northfieldsehools.org
Admin Asst. Lisa Koktavy	507.664.3649	<u>lkoktavy@northfieldschools.org</u>
District Services	507.663.0600	
201 Orchard Street South, Northfield	507.663.0611 (fax)	
Director of Instructional Services: Hope Langston	507.645.3436	hlangston@northfieldschools.org
Admin Asst: Debbie O'Meara	507.663.0622	domeara@northfieldschools.org
Director of Special Services: Cheryl Hall	507.645.3410	<u>chall@northfieldschools.org</u>
Assistant Director of Special Services: Sara Pratt	507.645.1234	spratt@northfieldschools.org
Admin Asst: Jordan Streiff	507.645.3410	istreiff@northfieldschools.org
Director of Technology Services: Nate Knutson	507.664.3399	nknutson@northfieldschools.org
Admin Asst: Debbie O'Meara	507.663.0622	domeara@northfieldschools.org

Transportation Contract Extension FY24-FY25 | July 10, 2023 | Val Mertesdorf, Director of Finance

Summary: The enclosed agreement covers all of the district's legal requirements for transporting students. The current agreement, approved by the board in 2021, allows for a two-year contract extension. The terms of the extension include an aggregate 5.5% increase for 2023-24 and a 4% increase in 2024-25. Below is the summary for regular to/from transportation.

Contract Extension Rates and History

	24-25		23-24		22-23		21-22
Regular To/From							
71-77 Passenger per hour	\$ 120.54	4%	\$ 115.91	4%	\$ 111.45	3%	\$ 108.20
71-77 Passenger per day	\$ 482.18	4%	\$ 463.63	4%	\$ 445.80	3%	\$ 432.82
Annual Cost	\$ 1,918,583		\$ 1,844,792		\$ 1,773,838		\$ 1,722,191

The only other change to the terms was an increase in the fuel clause from \$2.75 per gallon to \$3.00 per gallon.

Benjamin Bus has been an exceptional partner. They recently donated the transportation for the ALC Boundary Waters field trip and provided a substantial discount on the transportation for the parade of graduates.

I recommend the board approve the two-year contract extension with Benjamin Bus. We have a long standing, positive relationship with them. The board will be asked to approve the contract extension at the August 14, 2023 meeting.

NORTHFIELD PUBLIC SCHOOLS PUPIL TRANSPORTATION CONTRACT NORTHFIELD, MINNESOTA 55057

This Agreement is made effective August 1, 2023 by and between Independent School District 659, Northfield, of the Counties of Rice, Dakota and Goodhue and the State of Minnesota, hereinafter described as "School District" and Benjamin Bus, Inc. hereinafter described as "Contractor" as follows:

1.0 It is contracted and agreed by and between the said parties that the Contractor shall transport school pupils required to be transported by the School District from any points on the designated routes to and from designated schools according to the routes and schedules as are furnished from time to time by the Superintendent of the School District, or designee for the period of this contract.

2.0 The Contractor agrees:

- 2.1 To furnish chassis and passenger school bus bodies both conforming to State and Federal laws and regulations relating to school buses.
- 2.2 To keep said school buses stored in a heated facility that is located within the School District so that they will insure proper warmth and comfort for the pupils transported therein, each bus to be equipped with sufficient heaters.
- 2.3 To have said buses maintained by qualified mechanics so that they will be at all times in good mechanical condition and kept clean and will from time to time add such equipment and safety devices as may be required by any new regulations of the State of Minnesota relating to school buses.
- 2.4 To furnish drivers over 18 years of age in good health and in possession of a valid Class B Commercial Driver's License with school bus endorsement issued by Motor Vehicle Department of the State of Minnesota, for said buses in adequate numbers and of proper qualifications to fulfill the requirements of this Agreement.
- 2.5 To establish and enforce regulations for the rules relating to the conduct of such drivers.
- 2.6 To discharge or replace any drivers violating rules of conduct or not meeting qualifications or such requirements or qualifications as may be established herein in addition thereto.
- 2.7 To maintain a current, detailed computerized database of all transportation eligible students.
- 3.0 The entire operation contemplated in this Agreement shall comply with applicable rules and regulations adopted by the Minnesota Department of Education, State Department of Transportation and the School District presently in effect or now or hereafter adopted and required. The Contractor will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions and any other regulations relating to the operations contemplated herein.

- 4.0 The School District agrees to pay the Contractor in consideration and compensation of Contractor's obligation for performance under this contract at the rates listed in Appendix B. In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor not later one hour prior to such cancellation or delay. Should the number of days' transportation be required to decrease during the school year, as a result of weather conditions, strikes, gas shortages, school closing and emergencies, the base contract will be decreased by an amount equal to 10% of the daily contract charge per day decreased.
- 5.0 The Contractor will purchase fuel and the School District will agree to a fuel price adjustment which will be based on an indexed fuel price and compensation determined for actual prices compared to the index price.
 - 5.1 During the term of the contract the index price for diesel and unleaded gasoline will be \$3.00 per gallon excluding the federal fuel excise tax.
 - 5.2 The School District will be responsible for reimbursing the Contractor for fuel price adjustments above this index.
 - 5.3 The Contractor will be required to substantiate the quantity of fuel used in fulfilling the service requirements of this request for quotation and the contract and the price paid for the fuel purchased.
 - 5.4 The actual diesel fuel cost for this clause shall be the lesser price of the Contractor's price paid for their diesel fuel or the pump price at a School District designated supplier for the same period of time, month or day.
- 6.0 Contractor shall maintain during the life of the contract automobile, general liability and commercial umbrella insurance with minimum limits as follows:
 - 6.1 automobile \$ 1,000,000 combined single limit (each accident)
 - 6.2 general liability \$ 1,000, 000 per accident/\$ 2,000,000 aggregate
 - 6.3 commercial umbrella \$4,000,000
 - 6.4 Workers' compensation insurance as required by Minnesota law

The School District shall be named as an additional insured, and shall approve the company and policy submitted to fulfill this requirement and be included in an appropriate endorsement. Any additional coverage obtained by the Contractor will apply to this Agreement at the time secured.

7.0 Contractor shall not be held or deemed in any way to be the agent or employee of the School District. It is the intention of the parties that Contractor is and shall be considered as an independent contractor. No officer, employee or agent of Contractor shall be deemed to be an officer, or agent of the School District, unless he or she is also an officer or employee of the School District and in his or her course of employment with the School District. Contractor agrees to hold harmless and indemnify the School District from any and all claims, demands, causes of action, and suits against the School District caused by the negligence or intentional acts of the officers, employees and agents of the Contractor except to the extent: (i) such Claims are the result of the gross negligence or intentional misconduct of the School District or (ii) such Claims related to or arise out of disciplinary decisions related to student discipline or student

behavior on Contractor's vehicles, which decisions shall be made by the School District after consultation with the Contractor.

- 8.0 In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving District personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.
- 9.0 This Agreement shall be in full force and effect for a period commencing August 1, 2023 and ending July 31, 2025.
- 10.0 The minimum service to be provided under this Agreement shall be to transport all pupils required to be transported under this Agreement to and from school to the residing place of the pupil. This statement shall not in any way excuse Contractor from performing all other obligations or duties required under this Agreement, or the specifications or quotations attached hereto, during the period of this Agreement for the consideration recited.
- 11.0 This Agreement may be amended or terminated by mutual agreement of the parties in writing approved by the School Board upon 90 days' written notice of one party to the other, or as is otherwise permitted by this Agreement or the specifications or bids attached hereto. Failure or refusal of either party to substantially perform the conditions of this Agreement during the term of the Agreement will permit the other party to terminate the Agreement upon 90 days' written notice in writing to the breaching party, unless within such 90-day period the breaching party shall correct the performance to the satisfaction of the other party, but both parties shall be entitled to all remedies provided by law in case of such breach, failure or refusal, but neither party shall be required to accept less than full performance of this Agreement unless otherwise agreed in writing by the parties. All notices under this Agreement required to be given to the School District shall be directed to the Clerk of the School District at the School District's administrative offices. All notices required to be given to the Contractor shall be directed to it at its principal office last on record with the School District.
- 12.0 The specifications and general conditions relating hereto are included herein and made a part of this Agreement by reference along with any quotation submitted by Contractor, except as otherwise provided in this Agreement.
- 13.0 The School District shall approve any and all school bus routes, school bus stops, drivers and alternate drivers. The School District reserves the right to change or alter the schedules and routes of travel by giving at least two weeks' written notice to Contractor, but any additional costs shall be verified in writing by the Contractor and additional compensation shall be mutually agreed upon by the parties in writing.
- 14.0 Contractor cannot assign or transfer any part or all of its interest in this Agreement without the written approval of the School Board of the School District authorized at a regular or special meeting of the School Board.

consent of the parties.	
N WITNESS WHEREOF, the parties h	ave executed this agreement below
WITHERS WILLIAM, the parties in	ave executed this agreement below.
Benjamin Bus, Inc.	Independent School District 659
Northfield, MN	Northfield, MN
BY:	BY:
SY:(Name) ts:(Title)	BY: (Name)
ts:	Its:(Title)
(2.1.3)	(1.1.6)
	Dated this day of
Dated this day of	
Dated this day of, 2023	, 2023

15.0 Contractor and School District have complied with the provisions of M.S. 1238.52,

subd. 3. Any adjustments or refunds under this Agreement shall be determined by mutual

APPENDIX B

APPENDIX B-1: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES

The COST QUOTES for each year of the term shall be based on a maximum of 173 days of school operation.

SCHOOL YEAR 2023-24 [Year Ending July 31, 2024]

1. Regular "To and From" Routes. The cost for all regular "to and from" routes, home-to-school transportation, including the Extended Day program, for the days of school operation A.M. and P.M., using one or more of the following unit costs:

Bus Size	Cost Per Mile	Cost Per Hour	Cost Per Day		
84 Passenger	NA	NA	NA		
71-77 Passenger	NA	115.91	463.63		

2. Special Education and Special Needs Services – In-District. The cost for all <u>in-District</u> special education and special needs routes, including home-to-school and midday services, shall be submitted for the days of school operation using <u>one or more of the following unit costs</u>:

Bus and Van Size*	Lift?	Cost Per Mile	Cost Per Hour	Cost Per Day
Type C/D bus	Yes No	NA	88.50	NA
Type A/B Mini-bus	Yes No	NA	88.50	NA
Type III Van	Yes No	NA	88.50	NA

^{*} identify each bus size separately for a bus size that has an installed lift

3. Special Education and Special Needs Services – Out-of-District. The cost for all <u>out-of-District</u> special education and special needs services, including home-to-school and homeless services, shall be submitted for the days of school operation using <u>one or more of the following unit costs</u>:

Bus and Van Size*	Lift?	Cost Per Mile	Cost Per Hour	Cost Per Day
Type C/D bus	Yes No	NA	88.50	NA
Type A/B Mini-bus	Yes No	NA	88.50	NA
Type III Van	Yes No	NA	88.50	NA

^{*} identify each bus size separately for a bus size that has an installed lift

4. Late Activity Services. The cost for late activity services, using one or more of the following unit costs:

Bus and Van Size	Cost Per Mile	Cost Per Hour	Cost Per Day
Type C/D bus	NA	62.38	NA
Type A/B Mini-bus	NA	62.38	NA
Type III Van	NA	62.38	NA

5. Other Transportation Services. The cost for all regular midday shuttle bus and van services and other services not otherwise identified, using one or more of the following unit costs:

Bus and Van Size*	Cost Per Mile	Cost Per Hour	Cost Per Day
Type C/D bus	NA	62.38	NA
Type A/B Mini-bus	NA	62.38	NA
Van or Type III	NA	62.38	NA

^{*} identify each bus size separately for a bus size that has an installed lift

Optional: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services.

NA

% of regular transportation rates in item 1 above.

6. Extra-curricular and Athletic Trips; Activity and Field Trips. Rates for extra-curricular, athletic, school activity trips and field trips, using one or more of the following unit costs:

a. <u>Trips within the school district</u> <u>boundaries</u>	Cost Per Hour	Cost Per 1/4 Hour Waiting	Cost Per Trip
i. Type C/D bus	62.38	15.59	NA
ii. A/B Mini bus	62.38	15.59	NA
iii. Type III van	62.38	15.59	NA
a. <u>Trips outside the school district</u> boundaries			
i. Type C/D bus	62.38	15.59	NA
ii. A/B Mini bus	62.38	15.59	NA
iii. Type III van	62.38	15.59	NA
iv. Coach bus	Quote	Quote	Quote
b. Overnight trip outside the school di add'1 costs	strict boundaries;	<u>Per Hour</u>	Per Day Max
i. Labor cost for overnight trips	Quote	Quote	Quote
ii. Overnight driver expenses	Quote	Quote	Quote
c. <u>Trailer</u>	XXXX	XXXX	NA

	regular rates in this item:	
	0 %	
7.	District Student Transportation Safety Policy Read the policy X Will comply with the policy X_	_
3.	District Crisis Management Policy Read the policy X Will comply with the policy X	

Non-peak Trip Rate Discount: non-peak (8:30 am - 2:30pm & after 4:30pm) trip charge discount from

APPENDIX B-2: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES

The COST QUOTES for each year of the term shall be based on a maximum of 173 days of school operation.

SCHOOL YEAR 2024-25 [Year Ending July 31, 2025]

1. Regular "To and From" Routes. The cost for all regular "to and from" routes, home-to-school transportation, including the Extended Day program, for the days of school operation A.M. and P.M., using one or more of the following unit costs.

Bus Size	Cost Per Mile	Cost Per Hour	Cost Per Day
84 Passenger	NA	NA	NA
71-77 Passenger	NA	120.54	482.18

2. Special Education and Special Needs Services – In-District. The cost for all <u>in-District</u> special education and special needs routes, including home-to-school and midday services, shall be submitted for the days of school operation using <u>one or more of the following unit costs</u>.

Bus and Van Size*	Lift?	Cost Per Mile	Cost Per Hour	Cost Per Day
Type C/D bus	Yes No	NA	92.04	NA
Type A/B Mini-bus	Yes No	NA	92.04	NA
Type III Van	Yes No	NA	92.04	NA

^{*} identify each bus size separately for a bus size that has an installed lift

3. Special Education and Special Needs Services – Out-of-District. The cost for all <u>out-of-District</u> special education and special needs services, including home-to-school and homeless services, shall be submitted for the days of school operation using <u>one or more of the following unit costs</u>.

Bus and Van Size*	Lift?	Cost Per Mile	Cost Per Hour	Cost Per Day
Type C/D bus	Yes No	, NA	92.04	NA
Type A/B Mini-bus	Yes No	, NA	92.04	NA
Type III Van	Yes No	, NA	92.04	NA

^{*} identify each bus size separately for a bus size that has an installed lift

4. Late Activity Services. The cost for late activity services, using one or more of the following unit costs.

Bus and Van Size	Cost Per Mile	Cost Per Hour	Cost Per Day
Type C/D bus	NA	64.87	NA
Type A/B Mini-bus	NA	64.87	NA
Van or Type III	NA	64.87	NA

5. Other Transportation Services. The cost for all regular midday shuttle bus and van services and other services not otherwise identified, using one or more of the following unit costs.

Bus and Van Size*	Cost Per Mile	Cost Per Hour	Cost Per Day
Type C/D bus	NA	64.87	NA
Type A/B Mini-bus	NA	64.87	NA
Van or Type III	NA	64.87	NA

^{*} identify each bus size separately for a bus size that has an installed lift

Optional: The rates for other transportation services can be quoted as a % of the rates for regular "to & from" transportation services.

NA % of regular transportation rates in item 1 above.

9. Extra-curricular and Athletic Trips; Activity and Field Trips. Rates for extra-curricular, athletic, school activity trips and field trips, using one or more of the following unit costs:

a. <u>Trips within the school district</u> <u>boundaries</u>	Cost Per Hour	Cost Per 1/4 Hour Waiting	Cost Per Trip
i. Type C/D Bus	64.87	16.22	NA
ii. Type A/B Mini bus	64.87	16.22	NA
iii. Type III van	64.87	16.22	NA
b. <u>Trips outside the school district</u> <u>boundaries</u>			
i. Type C/D Bus	64.87	16.22	NA
ii. Type A/B Mini bus	64.87	16.22	NA
iii. Type III van	64.87	16.22	NA
iv. Coach bus	Quote	Quote	Quote
c. Overnight trip outside the school district boundaries; add'1 costs		<u>Per Hour</u>	Per Day Max
i. Labor cost for overnight trips	Quote	Quote	Quote
ii. Overnight driver expenses	Quote	Quote	Quote
d. <u>Trailer</u>	XXXX	XXXX	NA

• Non-peak Trip Rate Discount: non-peak (8:30 am - 2:30pm & after 4:30pm) trip charge discount from regular rates in this item:

___0___ %

Why e-Learning days?

The purpose of e-Learning days is to maintain instructional momentum when Minnesota winter weather disrupts the ability to provide in-person instruction rather than extend the school year later into June.

Note: If a parent **does not** wish to have their student participate in an e-Learning day, they have that option. Please call the attendance line at your school and let them know. That absence will be excused.

When will the district use e-Learning days?

The first full school day cancellation due to winter weather will not be replaced with an e-Learning day. The second and subsequent school closures will be replaced with e-Learning days. If the district closes school after initially identifying a two-hour late start, an e-Learning/online learning day will be implemented using the same parameters as if it were a standard school closure. There is a limit of five (5) e-Learning days for weather-related closures. Because school districts can provide online instruction to their students at their discretion, the board may authorize additional online learning days if necessary.

Staff availability

Teachers, administrators, and other licensed professionals will be available by <a href="mailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailto:emailt

Student attendance and activities

Students will be considered in attendance as indicated in the table below. Parents may call the attendance line to notify the school of their student's absence. This absence will follow the same protocols as for an absence when students physically attend school. Student work on e-Learning/online learning days will follow the guidelines in the table below. Not all e-Learning/online learning activities will be graded. Graded activities will be allowed additional time for submission on a case-by-case basis. Students who need additional time because of limited Internet access or other family responsibilities should contact their teacher for an extension.

Building	Student Activity Guidelines
Area Learning Center	Students will receive e-Learning/online learning day instructions from the ALC.
Bridgewater, Greenvale Park, and Spring Creek	Students are marked "present" for the e-Learning/online learning day if they hand in the assigned work. At least one activity must be completed in each curricular area on the e-Learning matrix (linked below). Follow the instructions on the matrix. Teachers are available between 9:00-11:30 a.m. and 1:00-3:00 p.m. to support students and their work. Students may post their work in SeeSaw or Schoology or return it the next school day. Kindergarten Grade 1 Grade 2 Grade 3 Grade 4 Grade 5
Middle School	Northfield Middle School staff will post the day's activities on Schoology before 9:00 am. Students will join their Period 1 class via Zoom at 9:00 am for attendance and to receive instructions about the e-Learning day. Expectations will align with what students would complete within a regular class period. The learning activity will advance the current content being learned in the course. The teacher will explain the maximum time the student should spend on the learning activity. Teachers will be available to assist students with the day's tasks based on the following schedule. For clarity, this schedule is not for required live instruction but for student assistance.
	1st period: 9:00 am-9:45 am (includes the required 15-minute e-Learning day attendance, expectations, and schedule overview.) 2nd period: 10:00 am-10:30 am 3rd period: 10:45 am- 11:15 am Lunch: 11:15 am-12:15pm 4th period: 12:15 pm-12:45 pm 5th period: 1:00 pm-1:30 pm 6th period: 1:45 pm-2:15 pm 7th period: 2:30 pm-3:00 pm
High School	Northfield High School staff will post the day's activities on Schoology before 9:00 am. Students will join their Period 2 class via Zoom at 9:00 am for attendance and to receive instructions about the e-Learning day. Expectations will align with what students would complete within a regular class period. The learning activity will advance the current content being learned in the course. The teacher will explain the maximum time the student should spend on the learning activity. Teachers will be available to assist students with the day's tasks based on the following schedule. For clarity, this schedule is not for required live instruction but for student assistance.

	2nd period: 9:00 am-9:45 am (includes the required 15-minute e-Learning day attendance, expectations, and schedule overview.) 1st period: 10:00 am-10:30 am 3rd period: 10:45 am- 11:15 am Lunch: 11:15 am-12:15pm 4th period: 12:15 pm-12:45 pm 5th period: 1:00 pm-1:30 pm 6th period: 1:45 pm-2:15 pm 7th period: 2:30 pm-3:00 pm
Northfield Community Education Center	Adult Basic Education, Early Ventures, and KidVentures are canceled Early Childhood Family Education and Hand-in-Hand Preschool - families will receive e-Learning day instructions from staff.
Big Nine Online	Students will follow the Big Nine Online program schedule.