

INDEPENDENT SCHOOL DISTRICT NO. 659
REGULAR SCHOOL BOARD MEETING

Tuesday, May 26, 2026 ~ 6:00 p.m. ~ Regular Board Meeting
Northfield District Office Boardroom
[Meeting Link](#)

AGENDA

1. Call to Order
2. Agenda Approval/Table File
3. Public Comment
4. Announcements and Recognitions
5. Items for Discussion and Reports
 - a. Educators at Sea Program
 - b. District Youth Council 2025-26 Recap
 - c. NHS Reimagine Project Update
 - d. Ice Arena Lease
 - e. Later School Start Times Update
 - f. Policy Committee Recommendations
6. Consent Agenda
 - a. Minutes
 - b. Gift Agreements
 - c. Overnight Field Trip Request
 - d. Personnel Items
7. Items for Individual Action
 - a. Renewal of Contract Between Northfield Public Schools and Prairie Creek Community School
 - b. Bid for NHS Reimagine Project
 - c. Resolution Proposing to Place Tenured Licensed Staff on Unrequested Leave of Absence
 - d. Resolution Establishing Dates for Filing Affidavits of Candidacy
8. Items for Information
 - a. Graduation Dates
9. Future Meetings
 - a. Thursday, June 4, 2026, 6:00 p.m., ALC Graduation, Northfield Middle School Auditorium
 - b. Sunday, June 7, 2026, 2:00 p.m., High School Graduation, Memorial Field
 - c. Monday, June 8, 2026, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
 - d. Wednesday, June 24, 2026, 5:15 p.m., Special School Board Meeting, Approve bids for the NHS Reimagine project, Northfield DO Boardroom
 - e. Monday, July 13, 2026, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
10. Adjournment

NORTHFIELD PUBLIC SCHOOLS
MEMORANDUM

Tuesday, May 26, 2026 ~ 6:00 p.m. ~ Regular Board Meeting
Northfield District Office Boardroom
[Meeting Link](#)

TO: Members of the Board of Education
FROM: Matthew Hillmann, Ed.D., Superintendent
RE: Explanation of Agenda Items for the Tuesday, May 26, 2026 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. Educators at Sea Program. Northfield High School Counselor Mark Ensrud and Northfield High School Mathematics Teacher and Coach Janet Smith will present to the board about their participation in the Educators at Sea program, which included an overnight stay on the USS Theodore Roosevelt aircraft carrier in the Pacific Ocean.
 - b. District Youth Council 2025-26 Recap. DYC Co-Chairs Delphine Hawkins and Atticus Mayer will provide an end-of-year recap of the 2025-26 school year.
 - c. NHS Reimagine Project Update. Sal Bagley with Wold Architects and Engineers will provide an update on the Northfield High School Reimagine project, the value engineering process, and the rebidding schedule.
 - d. Ice Arena Lease. Superintendent Hillmann will present a draft lease between the City of Northfield and Northfield Public Schools for the lease of the city's ice arena. At the May 13, 2024 meeting, the board approved a letter affirming the district's commitment to leasing the ice arena up to a maximum of \$250,000 annually (including ice time) for an estimated 20 years. The district will use its lease/levy authority to fund the annual payment. The approved letter and the draft lease are attached.
 - e. Later School Start Times Update. At the May 14, 2026 work session, the board reviewed later school start times options and began to develop a survey to send to parents and caregivers. Superintendent Hillmann will present an updated version of the survey to the board. New items that were shared at the work session are included in the packet.
 - f. Policy Committee Recommendations. Superintendent Hillmann will present the policy committee's recommended changes to policies 203, 209, 410, 442, 503, 509, 530, 532, 533, 535, 540, 560, 655, and 701. This will be an item for individual action at the June 8, 2026 board meeting.
6. Consent Agenda
Recommendation: Motion to approve the following items listed under the consent agenda.
 - a. Minutes. Minutes of the regular school board meeting held on May 11, 2026.
 - b. Gift Agreements. Gift agreements to be approved are attached.
 - c. Overnight Field Trip Request. Northfield High School French Teacher Hannah Ames requests board permission to take 12 students to Quebec City, Canada May 28-31, 2027 for the Languages and Friendships program.

d. Personnel Items.

i. Appointments

1. Joni Canney, Summer Plus Teacher for 3.5 hours/day at Greenvale Park beginning 6/17/26-7/30/2026. \$40/hr.
2. Molly Knutelski, 1.0 FTE Grade 6 Launch Teacher at the Middle School beginning 8/27/2026. BA, Step 6.
3. Claire Koenig, 1.0 FTE Long-Term Substitute Earth Science Teacher beginning 8/27/2026-6/11/2027. BA, Step 1.
4. Greta Kortuem, Water Safety Instructor for Community Education/Recreation beginning 5/13/2026-5/31/2026. Step 2, \$17.45/hr.
5. Avery Modory, Summer Instructor Assistant for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 1, \$15.02/hr.
6. Oliver Otting, Summer Instructor Lead for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$16.37/hr.
7. Kaj Overlie, Summer Plus Site Assistant for 6 hrs/day at Greenvale Park beginning 6/17/2026-7/30/2026. Step 1, \$18.71/hr.
8. Ella Streiff, Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek beginning 6/3/2026-9/4/2026. Step 1, \$18.71/hr.
9. Xochitl Valdez, Summer Plus Site Assistant for 6 hrs/day at Greenvale Park beginning 6/17/2026-7/30/2026. Step 1, \$18.71/hr.
10. Scott Van Epps, 1.0 FTE Mathematics Teacher at the High School beginning 8/27/2026. MA+20, Step 10.
11. Ollie Waterland, Summer Instructor Assistant for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$15.29/hr.
12. Ariana Vermilyea, Summer Blast Site Assistant for 6 hours/day at the Middle School beginning 6/17/2026-7/31/2026. Step 3, \$20.03/hr.

ii. Increase/Decrease/Changes in Assignment

1. Claire Edwards, Special Education EA at Spring Creek, add Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-8/26/2026.
2. Isabel Fleming, KidVentures Site Assistant for up to 15 hrs/week at Greenvale Park, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
3. Ilana Forsgren, CNA I for 5 hrs/day at the High School, change to CNA II for 5.5 hrs/day at the High School effective 5/18/2026.
4. Ilana Forsgren, KidVentures Site Assistant for 8.5 hrs/week at Bridgewater, change to Summer KidVentures Site Assistant on call, as needed effective 6/11/2026-8/26/2026.
5. Jake Fox, KidVentures Student Site Assistant for up to 15 hrs/week at Spring Creek, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
6. Aimee Gerdesmeier, KidVentures Site Leader for 35 hrs/week at Spring Creek, change to 40 hrs/week effective 6/11/26-9/4/2026.
7. Madison Hansen, Substitute KidVentures Site Assistant, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
8. Gretchen Heil, Teacher at Spring Creek, add Summer Plus Teacher for 3.25 hours/day at Greenvale Park effective 6/17/2026-7/30/2026. \$40/hr.
9. Stephanie Hernandez Flores, Community School Student Site Assistant at Greenvale Park, change to Summer Plus Site Assistant for 6.5 hrs/day at Greenvale Park effective 6/17/2026-7/30/2026.
10. Jaelyn Holz, KidVentures Student Site Assistant for up to 18 hrs/week at Spring Creek, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
11. Liam Kline, KidVentures Student Site Assistant for up to 15 hrs/week at Spring Creek, change to Summer KidVentures Site Assistant on call, as needed effective 6/11/2026-9/4/2026.
12. Josie Kuennen, KidVentures Student Site Assistant for up to 15 hrs/week at Bridgewater, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
13. Briana Lanham, KidVentures Site Assistant for 28.5 hrs/week at Spring Creek, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
14. Susie Lightfield, KidVentures Student Site Assistant for up to 15 hrs/week at Spring Creek, change to Summer KidVentures Site Assistant on call, as needed effective 6/11/2026-8/26/2026.
15. Tammy McDonough, Substitute Teacher for the District, change to 1.0 FTE Long-Term Substitute Science Teacher at the High School effective 5/12/26-5/21/2026. Lane/step.
16. Tonya Merritt Skluzacek, KidVentures Site Leader for 35 hrs/week at Bridgewater, change to 40 hrs/week at Spring effective 6/11/26-9/4/2026.
17. Harper Miller, KidVentures Site Assistant on call, as needed for the District, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
18. Theo Miller, KidVentures Student Site Assistant for up to 15 hrs/week at Greenvale Park, change to Summer KidVentures Student Site Assistant on call, as needed effective 6/11/2026-8/26/2026.
19. Joshua Mogren, Community School Site Assistant at Greenvale Park, change to Summer Plus Site Assistant for 6.5 hrs/day at Greenvale Park effective 6/17/2026-7/30/2026.

20. Lacey Neuman Bissonnette, KidVentures Site Leader for 35 hrs/week at Greenvale Park, change to on call, as needed effective 6/15/2026-8/26/2026.
 21. Marea Nielsen, KidVentures Site Assistant for up to 12 hrs/week at Greenvale Park, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
 22. Brody Nygaard, KidVentures Student Site Assistant for up to 15 hrs/week at Spring Creek, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
 23. Oliver Otting, Summer Instructor Lead for Community Education/Recreation, add Summer Instructor Assistant effective 6/3/2026-8/31/2026. Step 2, \$15.29/hr.
 24. Osiris Perez, Community School Student Site Assistant at Greenvale Park, change to Summer Plus Site Assistant for 6.5 hrs/day at Greenvale Park effective 6/17/2026-7/30/2026.
 25. Nicole Rasmussen, KidVentures Site Assistant for up to 15 hrs/week at Bridgewater, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-8/26/2026.
 26. Gina Swenson, Teacher at Greenvale Park, add Summer Plus Teacher for 6.5 hours/day at Greenvale Park effective 6/17/2026-7/30/2026. \$40/hr.
 27. Isabella Townley, KidVentures Student Site Assistant for up to 15 hrs/week at Greenvale Park, change to Summer KidVentures Student Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
 28. Madison Warner, Substitute Early Ventures Teacher and Substitute KidVentures Site Assistant, change to Early Ventures Teacher and Summer KidVentures Site Assistant for up to 40 hrs/week at the NCEC/Spring Creek effective 6/11/2026-9/4/2026.
- iii. Leave of Absences
1. Sean DuBé, Language Arts Teacher/Dean of Students at the High School, unpaid leave of absence for the 2026-27 school year. Sean has accepted the Interim Assistant Principal position at the High School for the 2026-27 school year.
 2. Jennifer Peterson, School Social Worker at Bridgewater, FMLA leave of absence beginning 4/14/2026 and continuing on an intermittent basis for up to 60 work days.
- iv. Retirements/Resignations/Terminations
1. Brittney Braucher, Summer Child Nutrition Associate at the Middle School, declined position effective 5/13/2026.
 2. Kari Hartwig, Class III Office Specialist at the Middle School, resignation effective 6/15/2026.
 3. Ellen Mucha, Assistant Knowledge Bowl Advisor at the High School, resignation effective 5/18/2026.
- v. District Administration recommends approval of the following employment agreements covering the period of July 1, 2026 through June 30, 2028:
1. Educational Assistants
 2. Principals
 3. Child Nutrition Associates
 4. Interpreters
 5. COTA/Speech Language Assistants

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

7. Items for Individual Action

- a. Renewal of Contract Between Northfield Public Schools and Prairie Creek Community School. The board is requested to approve the renewal of the contract between Northfield Public Schools and Prairie Creek Community School. Simon Tyler, director of Prairie Creek Community School, and Daryl Kehler, the district's charter school authorizer lead, provided an overview of the proposed contract at the May 11, 2026 board meeting. If accepted by both the Prairie Creek and Northfield Boards of Education, this new five-year contract will take effect July 1, 2026.

Superintendent's Recommendation: Motion to approve the new contract between Northfield Public Schools and Prairie Creek Community School for the time frame of July 1, 2026 - June 30, 2031.

- b. Bid for NHS Reimagine Project. The board is requested to approve the special inspection services bid from Braun Intertec in the amount of \$215,091.00 for the NHS Reimagine Project.

Superintendent's Recommendation: Motion to approve the the special inspection services bid from Braun Intertec in the amount of \$215,091.00 for the NHS Reimagine Project

- c. Resolution Proposing to Place Tenured Licensed Staff on Unrequested Leave of Absence. The board is requested to adopt the resolution related to the proposed placement of the following teachers on unrequested leave of absence effective at the end of the 2025-26 school year.

Name	FTE	Position
Taylor-Libbey, Lori	0.60 FTE	High School Spanish
Taylor-Libbey, Lori	0.20 FTE	High School ADSIS
Taylor-Libbey, Lori	0.20 FTE	EL at St. Dominic's

This action is taken with the understanding that the following individuals will be offered a contract for the 2026-2027 school year as follows:

Name	FTE	Position
Taylor-Libbey, Lori	0.60 FTE	High School Spanish
Taylor-Libbey, Lori	0.20 FTE	High School ADSIS

Superintendent's Recommendation: Motion to adopt the Resolution Proposing to Place Tenured Licensed Staff on Unrequested Leave of Absence listed above effective at the close of the 2025-2026 school year.

- d. Resolution Establishing Dates for Filing Affidavits of Candidacy. As the first step in the process leading to the school board election to be held on Tuesday, Nov. 3, 2026, the board is requested to adopt the attached Resolution Establishing Dates for Filing Affidavits of Candidacy. Upon adoption of this resolution, the Notice of Filing Dates will be posted and advertised in the Northfield News, according to the deadlines indicated on the election calendar published by the Minnesota Secretary of State's Office. Affidavits of Candidacy for the three (3) school board vacancies may be filed at the District Office, 201 Orchard Street South, beginning Tuesday, July 14, 2026 and ending Tuesday, July 28, 2026. An election will be held to fill three (3) vacancies with four-year terms. The terms of Ben Miller, Jenny Nelson, and Jeff Quinnell expire on January 4, 2027.

Superintendent's Recommendation: Motion to approve the Resolution Establishing Dates for Filing Affidavits of Candidacy as presented.

8. Items for Information

- a. Graduation Dates. The ALC graduation is scheduled for 6:00 p.m. on Thursday, June 4 in the Middle School Auditorium. Northfield High School's graduation is scheduled for 2:00 p.m. on Sunday, June 7 at Memorial Field.

9. Future Meetings

- a. Thursday, June 4, 2026, 6:00 p.m., ALC Graduation, Northfield Middle School Auditorium
- b. Sunday, June 7, 2026, 2:00 p.m., High School Graduation, Memorial Field
- c. Monday, June 8, 2026, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
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10. Adjournment

Reaching Out, Reaching Up:

THE 2027 STRATEGIC PLAN



VISION

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

BENCHMARKS

1
All children are ready for **kindergarten**.

2
All students are connected to the **community**.

3
All students are at grade level in **reading and mathematics** by the end of third and sixth grades.

4
All students exhibit physical, social and emotional **well-being**.

5
All students have a **connection** with a caring adult beyond their parents as they transition to middle school.

6
All students have interests, goals and a **vision** for the future by the end of eighth grade.

7
All students **graduate** from high school with a plan to reach their full potential.

8
All **employees** report satisfaction in the workplace.

9
All **parents** report satisfaction with their children's educational experience.

10
The district maintains 14% of its annual expenditures in its unassigned fund balance to ensure **financial stability**.

11
Community education provides relevant and accessible learning opportunities for all residents.

Note: The first seven benchmarks are aligned with the language identified by Northfield Promise, a collective impact consortium of 20 community organizations committed to helping Northfield's youth thrive "from cradle to career."

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.



Janet Smith &
Mark Ensrud



Navy Educators at Sea Aircraft Carrier Embark





How Did This Happen?!



- Dr. Hillmann's connection to Jon Olson – retired Naval Intelligence Officer
- How the maybe became reality
- Communication started from organizer in early January
- 12 Educators selected from around the country a couple times per year





OUR EMBARK EXPERIENCE

- Landing on Aircraft Carrier - via CMV-22
- Observe Flight Operations
- Flight Deck and Vulture's Row
- Meet the Captain & the Crew
- Engage Sailors
- Tour the ship
- Dining
- Berth in 2-person stateroom
- Aircraft Departure





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OUR EMBARK EXPERIENCE

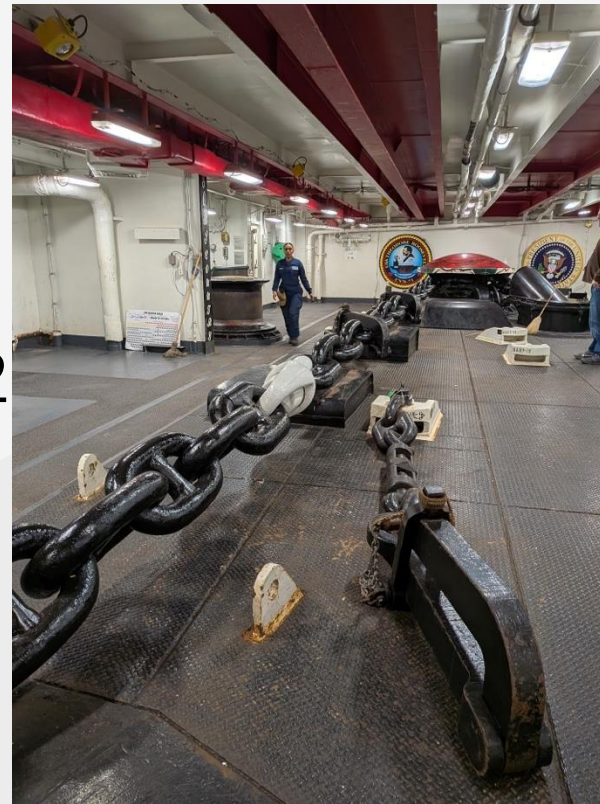
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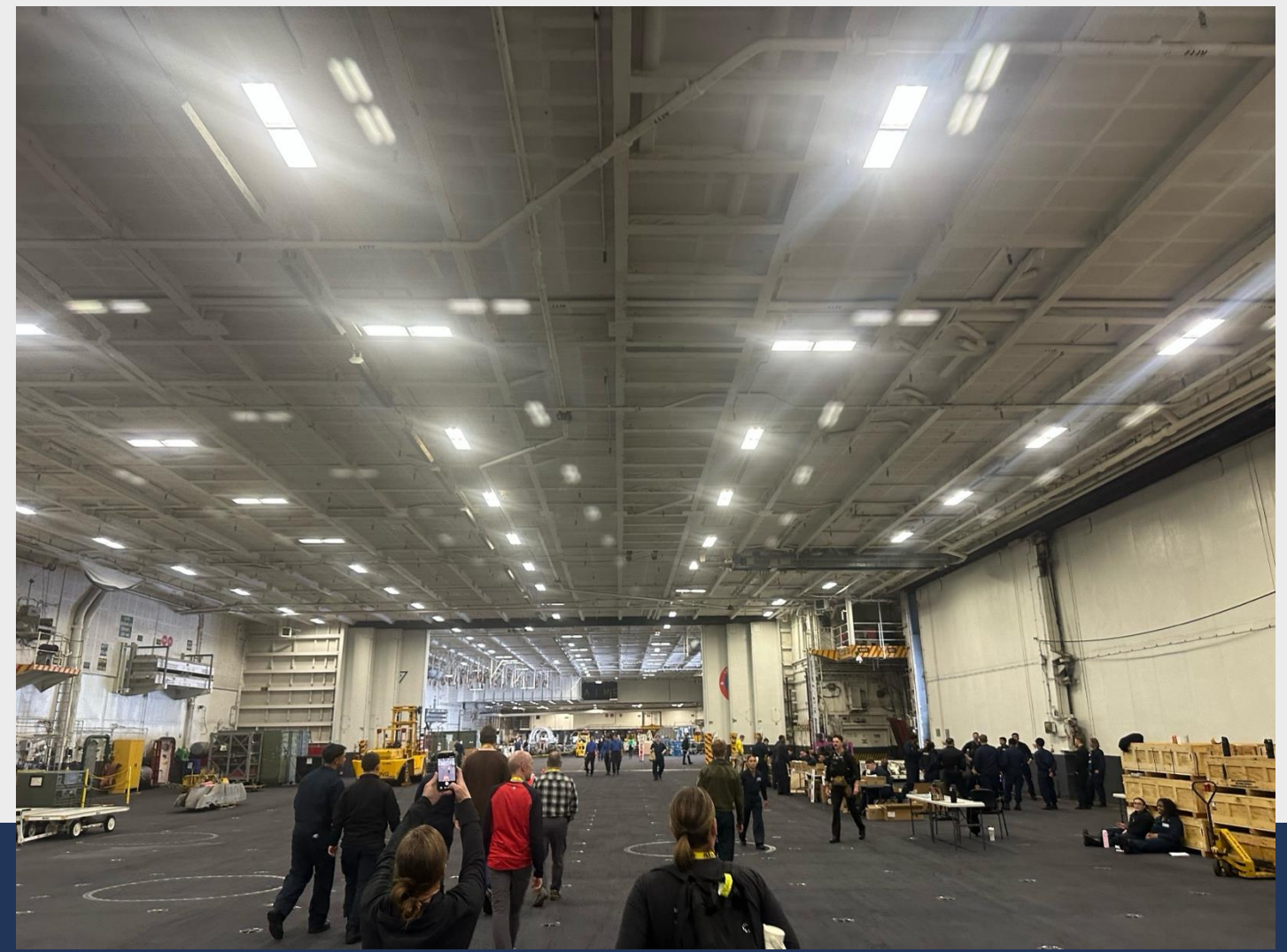
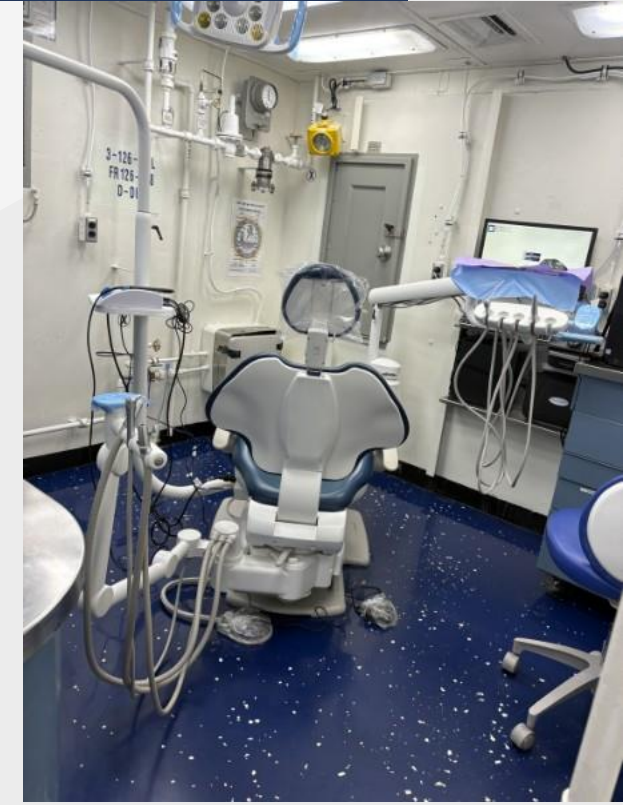
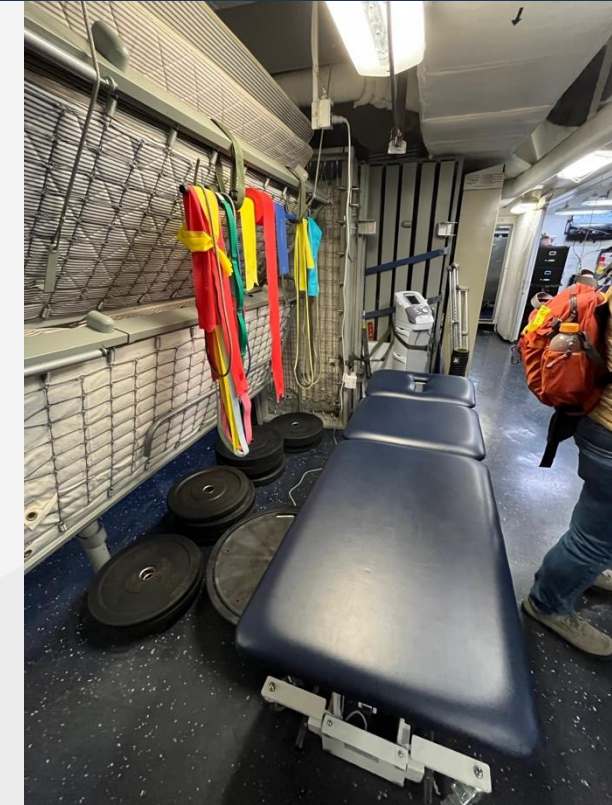
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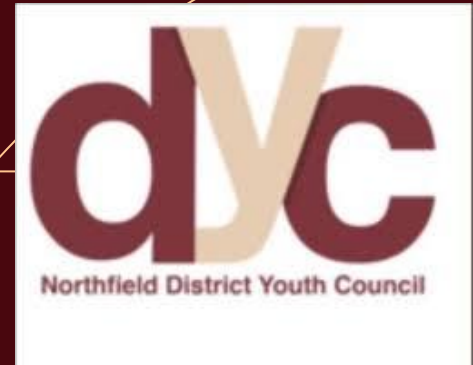


Now What?

- Bringing the experiences back to students
- Career and college awareness
- Classroom instruction
- One on one conversations
- Other settings (coaching, in the community, organically)



District Youth Council 2025/2026 Year in Review



Our Mission



The District Youth Council is a group of NHS students working to foster connections between the school board and the student body, ensuring every voice is heard in decisions affecting our district.

Our 2025/2026 Projects/Events

School Board Brunch



Period Product
Distribution

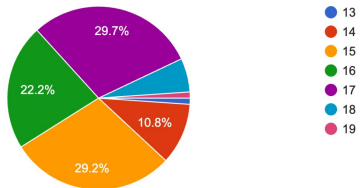
Data Summit

Day at the Capitol



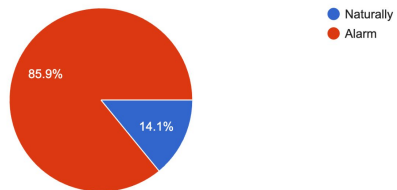
How old are you?

185 responses



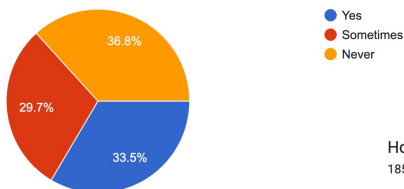
On regular start days, do you wake up naturally or use an alarm (parents/siblings waking you up counts as an alarm)

185 responses



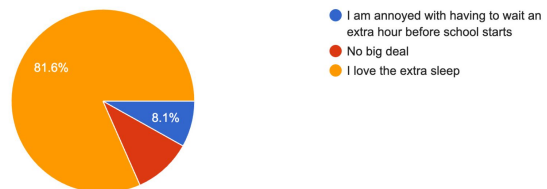
On regular start days, do you eat breakfast at or from home?

185 responses



How do you feel about late start Wednesdays?

185 responses



Tabling for Later Start Days

Student Pledge Against Gun Violence



Student Pledge Against Gun Violence

presented by DYC A Student-Led Commitment to Resolving Conflict Without Firearms

Today, we're joining a nationwide movement to choose communication, responsibility, and safety.



Future Planning For 2026/2027

Future Leadership

Chair: Mae Bowers

Student Relations Lead:

Board Relations Lead:

Secretary: Kristen Hafemeyer

Projects to continue

- School Board Brunch
- Period Product Distribution
- Student Pledge Against Gun Violence
- Day at the Capitol

Projects to introduce

- Meet the Superintendent
- Forums for the School Board Election



Questions?

Thank you!



To: School Board of Independent School District #659

From: Sal Bagley | SB

Date: May 20, 2026

Comm. No: 242219

Subject: Independent School District #659
Northfield High School Addition and Renovation - Update to School Board

Below is a summary update on the Northfield High School project. The last update was on April 27, 2026 and a significant amount of progress has happened since that time. This update will cover where the project stands and what the plan is going forward.

March 23, 2026 Bid Day Recap and Key Messages, Budget Overview:

- A. Our original bid opening was on March 23, 2026 and while we received 77 bids - we would have hoped for more than 100 bids.
- B. We did not have a competitive bid day for all aspects of the project. While many bid packages had significant competition, three major packages (masonry, precast concrete, and structural steel) only had one bid each, despite having multiple companies attend the pre-bid walkthrough:
 1. We have discussed it before but we understand the significant pressures happening in the precast concrete industry from other projects, and there is a limited bidder pool. Rebidding precast would not result in a different outcome and is a critical part of the project schedule.
- C. Some bids (specifically mechanical) were significantly higher than projected.
- D. Some of the lack of competition is directly related to competing local data center projects that are very large and reducing the available bidder pool. At least ten are being built in Minnesota at this time, tying up capacity for precast concrete and structural steel. In addition to a lack of competition for some scopes, other feedback we have received from bidders includes economic challenges especially related to tariffs and price of oil.
- E. In total, the bids were 20% higher than expected, or approximately \$19 million more than budgeted. We call these "hard costs" or construction costs. If nothing was done about this, the overall budget would be even more impacted as there are costs directly and indirectly related to construction cost. Some examples would be:
 1. Building Permit (based off construction cost).
 2. Recommended Project Contingency.
 3. Building Plan Review (based off construction cost).
 4. We are, of course, not proceeding with being \$19M over on hard costs - but it is important for all to understand there are correlations between hard and soft costs.



5. Throughout the project we have regularly analyzed the soft costs budget which are things like fees, permitting, testing, commissioning, studies and surveys, furniture, technology, etc.:
 - a. It was determined that including a significant portion of the technology work was advantageous to be bid out in the electrical contract, and a re-allocation from the "Technology" budget to the "Construction" budget was implemented - this is already reflected, effectively increasing the construction budget without changing the overall bond total.
 - b. We had a competitive bid day for electrical and it is one of the packages already awarded.
 - c. Funds remain in the technology budget for items not yet bid out.
 - d. No furniture funds have been expended at this time.

Plan of Action:

- A. The design team, contractors, Knutson, and District have pooled ideas for savings called Value Engineering. We have met multiple times a week since bid day to review the VE list and make decisions on items to accept - whether scope modifications, product substitutions, completely alternate ideas to implement the same scope, or changes to phasing.
- B. More than 150 items were pursued:
 1. More than \$10M of VE ideas were accepted and are included in the drawings out for re-bid.
 2. Many VE ideas had schedule / phasing / soft cost implications which took time to evaluate to ensure each concept was viable and an accurate estimate of value savings noted.
 3. Not all ideas were accepted for a variety of reasons:
 - a. Code compliance.
 - b. Anticipated savings not worth the loss (of function, etc.)
 - c. Prioritization of building envelope / key systems for longevity.
 - d. Avoidance of reductions that significantly modified bond referendum scope as approved by the voters.
- C. Overall strategy:
 1. Apply \$4M of additional interest earnings and bond premium.
 2. Take greater advantage of tax exempt purchasing, currently valued at \$2.5M of savings.
 3. Value engineer \$10M+.
 4. Utilize existing LTFM funding stream for qualifying expenses.
 5. Modifications to schedule.
 6. Additional competition from rebidding - challenging to put a value to.



Next Steps:

- A. As a reminder, 8 of our 23 worksopes have contracts awarded, all of which were on or under anticipated budget with the exception of Precast Concrete:
1. 3A – Structural Concrete.
 2. 3F – Precast Concrete.
 3. 7A – Roofing.
 4. 31A – Site Demolition, Earthwork and Utilities.
 5. 21A – Fire Suppression.
 6. 22B – Geothermal Wells.
 7. 8B – Aluminum Systems and Glazing.
 8. 26A – Electrical.
- B. For all remaining worksopes, below is the intended schedule:
1. May 21, 2026 – Wold issue bid documents.
 2. May 22, 2026 – Knutson posts to Exchanges and bid sites.
 3. June 3, 2026 – Pre-bid walk (7:00 a.m. before school starts).
 4. June 16, 2026 – Bids due (10:00 a.m.). Best Value team scores in the afternoon for 22A. Notify contractors for interviews by 4:00 p.m.
 5. June 17, 2026 – 22A Interviews in the morning. Send recommendations for all packages for Board packet by 1:00 p.m.
 6. June 24, 2026 – Special Board Meeting for award.

ICE RENTAL AGREEMENT

This ICE RENTAL AGREEMENT (this “Agreement”) is made and entered into by and between the City of Northfield, Minnesota, a home rule charter city and political subdivision of the State of Minnesota (the “City”), and Independent School District 659, a body corporate and politic existing under the laws of the State of Minnesota (the “District”) and runs from August 1, 2026 through June 30, 2046 (the “Term of the Agreement”), unless terminated earlier by law or as provided herein.

WHEREAS, the Northfield Economic Development Authority, Minnesota, a public body corporate and politic and political subdivision of the State of Minnesota (the “EDA”), is the fee owner of certain real property located in the City, Rice County, Minnesota (PID No. 22.11.1.54.009), whereon the City is newly constructing and equipping and will begin operating an ice arena (the “Ice Arena”); and

WHEREAS, the District desires to rent the Ice Arena during certain dates and times.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

1. Premises. The City will rent the use of the Ice Arena to the District at the times mutually agreed upon and pursuant to the rental schedule to be set forth annually and attached in **Addendum A**, which is attached hereto and made a part hereof.
2. Ice Time. During the Term of the Agreement, the District shall have the right to use the Ice Arena described in this Agreement on the dates set forth annually in **Addendum A**. By or before August 15th of each year, the District shall provide the manager of the Ice Arena (the “Manager”) with an ice time (“Ice Time”) request for the upcoming hockey season. The District is entitled to at least 300 hours of Ice Time per hockey season under this Agreement. The Ice Time schedule shall be negotiated and mutually agreed upon by the authorized agents of the parties hereto by September 15th of each year and shall be memorialized in an annual amendment to **Addendum A**. During this process, the District shall be given priority over all other users for up to 300 hours of Ice Time during the hockey season. The City may schedule any Ice Time requests the District makes after September 15th of each year on a first come, first serve basis with other users.
3. Rent for Use. The District shall pay the City for the Ice Time at the hourly rate set forth the City’s Fee Schedule (“Hourly Rent”). The current rates for the Hourly Rent are set forth in **Addendum B**. The City annually adopts its Fee Schedule and will send Notice to the District by June 30 of each year of Hourly Rent adjustments. Ice Time will be billed in quarter hour increments. The City will bill the District monthly for the Ice Time used in the last previous month. The City shall deposit Hourly Rent payments into its general operating fund for the Ice Arena.

4. Rent for Improvements. In addition to the Hourly Rent reflected in Paragraph 3, the District agrees to pay the City \$200,000.00 per year for the District's share of the costs of the Ice Arena as set forth in **Addendum C** (the "Improvement Rent"). The District will pay this amount to the City on or before June 30 of each year, commencing June 30, 2027 and continuing through and including June 30, 2046. The City shall use such funds for costs associated with the construction, maintenance, or operation of the Ice Arena.
5. Annual Rent Cap. The District's total rent obligation, made up of Hourly Rent paid pursuant to Paragraph 3 and Improvement Rent paid pursuant to Paragraph 4, shall not exceed \$250,000.00 per District fiscal year (July 1-June 30) unless otherwise agreed to in writing by the parties ("Annual Rent Cap"). In the event that the total combined Hourly Rent and Improvement Rent would exceed the Annual Rent Cap, the District shall have no obligation to pay such excess amounts. The parties expressly acknowledge and agree that the Annual Rent Cap is intended solely to limit the District's financial obligation and shall not impact, amend, or otherwise affect the District's rights or obligations under this Agreement, including, but not limited to, its right to Ice Time under Paragraph 2.
6. Maintenance. The City shall employ appropriate personnel to operate and maintain the Ice Arena and shall maintain and implement a hiring process that requires criminal background checks for any City employee or representative working at the Ice Arena during the District's Ice Time. The City shall be solely responsible for maintaining the ice surface and all common space utilized by the District pursuant to this Agreement in good condition and order for their intended purpose and to provide:
 - Heating, ventilation and air conditioning (HVAC);
 - Electricity to the Ice Arena in reasonable amounts necessary for the District's use;
 - Such other utility services, including gas, water, garbage removal and sewer;
 - Expendables such as light bulbs, toilet paper and similar items;
 - Trash disposal receptacles;
 - Resurfacing of ice during District usage; and
 - Plowing and shoveling of the Ice Arena parking lot and sidewalks.
7. Locker Rooms. The City agrees to provide locker rooms for the District's exclusive use during the hockey season each year, consistent with the period set forth in **Addendum A**, which shall include both a High School Boys and Girls Locker Room. The City will provide normal cleaning and maintenance to these locker rooms. Any improvements the District chooses to make to the High School Boys and Girls Locker Rooms, such as replacement of locker stalls, will be the District's responsibility.
8. Signage. The District agrees to comply with the Ice Arena signage policy. The District shall not post advertisements in any portion of the Ice Arena without prior written approval from City.
9. District Use of Ice Arena and Parking Lot. During the District's use of the Ice Arena, the District will use reasonable means to prevent any conduct, noise, odor, or other condition

in or around the Ice Arena that unreasonably interferes with the use or enjoyment of the Ice Arena or nearby property. Unreasonable interference includes behavior, activity, or conditions that materially disrupt operations, create safety concerns, damage property, or generate repeated complaints from persons at the Ice Arena or on adjacent premises. The District will not permit, and will use reasonable means to address, any criminal activity in or around the Ice Arena by its employees, volunteers, or representatives, including crimes involving physical violence, injury to persons or property, or possession of contraband or controlled substances. Further, the District shall:

- Keep the locker rooms and dry land area in good order;
- Immediately give notice to the Manager of any damage to the Ice Arena caused by the District or its employees, volunteers, or representatives or by others during the District's use of the Ice Arena to the extent the District has notice of such damage. The District will be responsible for the reasonable cost of repairs or replacements to the extent any damage is caused by the misuse or negligence of the District or its employees, volunteers, or representatives. If the parties disagree as to whether the District is responsible for the damage or as to the scope of any required repair or replacement, the parties shall meet and confer in good faith to resolve the dispute within 10 business days of identifying the damage at issue;
- Cooperate with Ice Arena staff;
- Pay for and provide any security measures necessary or desired to secure its equipment, appliances or other valuables, and provide the Manager with access to those security measures;
- Follow the Ice Arena's no smoking, no tobacco, no alcohol and no cannabinoid product use policies and other premises policies regulating permissible activities and not knowingly allow any smoking of any kind or drinking of alcohol within the Ice Arena or surrounding property;
- Maintain and implement a hiring process that requires criminal background checks for any District staff or coaches working at the Ice Arena;
- Share use of the Ice Arena parking lot on a first-come, first-served basis. District may not prohibit, regulate or obstruct use of the Ice Arena parking lot by others.

9. Alterations. The District shall not make alterations to any portions of the Ice Arena without the City's advance written consent. "Alterations" means additions, substitutions, installations, improvements, and similar changes to the physical condition of any portion of the Ice Arena.
10. Indemnification. The City and the District shall each be responsible for the acts of their respective officers, employees or agents, and not the acts of the other party's officers, employees or agents.
11. Insurance. The City and the District agree to keep in effect policies of commercial general liability insurance to insure against liabilities up to \$500,000 for each claim and \$1,500,000 for each single occurrence or sufficient to cover the liability limits outlined in Minnesota Statutes section 466.04, as it may be amended, whichever is greater.

The City shall maintain property insurance on the Ice Arena in its full value. If a covered loss occurs and the City elects not to use any property insurance proceeds to repair or rebuild the Ice Arena and the District's use of the Ice Arena is materially impaired, the District's obligation to pay Improvement Rent shall abate, and the District shall be entitled to a proportionate share of the insurance proceeds based on the total amount of Improvement Rent paid by the District as of the date of loss as compared to the total cost of construction of the Ice Arena. This amount shall be determine using the formula: $D = P \times (R \div C)$, using the following key:

- D = the District's proportionate share of the property insurance proceeds
- P = the total property insurance proceeds received by the City
- R = the total amount of Improvement Rent paid by the District as of the date of loss
- C = the total cost of construction of the Ice Arena

12. Termination. If the Ice Arena is damaged or destroyed, the parties shall have the option to amend this Agreement to terminate the remaining portions of the Agreement. This option may be exercised by either party by giving written notice to the other party not more than 90 days from the date of such damage. If either party exercises this option to terminate this Agreement, the City will refund to the District the prorated portion of the Improvement Rent for the period beginning on the date of the damage through the end of the fiscal year. Notwithstanding anything is this Agreement to the contrary, the District shall have the right to terminate this Agreement, on a yearly basis, if the School Board of District does not appropriate funds sufficient to continue the Agreement.
13. Entire Agreement. This Agreement, along with its addenda and any amendments hereto, is the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements. Any alterations, variations, modifications or waivers of the Agreement shall only be valid when they are agreed to in writing and signed by authorized representatives of the District and the City.
14. Law. Minnesota law shall be used to construe and interpret this Agreement, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota.
15. Data Practices. All of the data created, collected, received, stored, used, maintained, or disseminated by the City in the performance of the Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and rules and regulations promulgated under these laws.
16. No Assignment. Neither party shall assign this Agreement or any of the rights, duties or payments arising under this Agreement to any third party without the written consent of the other.

17. Notices. All notices required under this Agreement must be in writing and provided to the designated contact person for the other party. The parties shall keep each other informed in writing of any change in the designated contact person. At the time of the execution of this Agreement, the following persons are the designated contacts:

District Contact

City Contact

Activities Director

Facilities Manager

18. Compliance with Laws & Severability. The District shall comply with all applicable state, federal and local laws. If any portion of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Agreement shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
19. Interruption of Services. The City explicitly does not warrant that any services it supplies to the Ice Arena and the rented portions of the Ice Arena will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of the City. The District has no obligation to pay Hourly Rent for Ice Time it could not utilize because of any interruption of service. No interruption shall make the City liable to the District for monetary damages of any nature except as otherwise set forth in this Agreement. The City may enter the any portion of the Ice Arena at reasonable times, and at any time in the case of an emergency, to make repairs, alterations, improvements, and additions either required or advisable to preserve the safety and physical condition of the Ice Arena.
20. No Warranty of Conditions of Premises. Except as expressly provided for herein, the City makes no warranties or representations of any kind in connection with the quality or condition of the Ice Arena and makes no warranties that the rented portions of the Ice Arena are fit for the District's particular purpose. The District shall rely solely upon any prior inspections the District may have made. The District acknowledges that it is renting the Ice Arena based upon the District's own investigation and inspection thereof.
21. Waiver. Failure on the part of either party to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall not be deemed to be waiver of any of rights hereunder. No waiver at any time of any of the provisions of this Agreement by either party shall be construed as a waiver of any of the other provision hereof, and a waiver of any provision shall not be construed as a waiver at any subsequent time of the same provision.
22. Anti-Discrimination. The District, its officers, agents, employees, volunteers and invitees shall follow all non-discriminatory rules and regulations, imposed by the City for users of the Ice Arena.

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand the agreement documents and have executed this Agreement on the dates recorded below.

INDEPENDENT SCHOOL DISTRICT 659

Date:.....

By _____
Its Board Chair

By _____
Its Superintendent

C
ITY OF NORTHFIELD, MINNESOTA
T
Y

Date:_____

By _____
Its Mayor

By _____
Its City Clerk

ADDENDUM A

ICE TIME SCHEDULE

[To Be Updated Annually]

ADDENDUM B

RATES

[To Be Updated Annually]

Rink Rental	Fee
ISD 659 Practice and Games	\$180 per hour
ISD 659 Game Fee	\$185 per game

ADDENDUM C

ICE ARENA IMPROVEMENT RENTS

Payment No.	Improvement Rent Year	Improvement Rent Amount
1	2027	\$200,000.00
2	2028	\$200,000.00
3	2029	\$200,000.00
4	2030	\$200,000.00
5	2031	\$200,000.00
6	2032	\$200,000.00
7	2033	\$200,000.00
8	2034	\$200,000.00
9	2035	\$200,000.00
10	2036	\$200,000.00
11	2037	\$200,000.00
12	2038	\$200,000.00
13	2039	\$200,000.00
14	2040	\$200,000.00
15	2041	\$200,000.00
16	2042	\$200,000.00
17	2043	\$200,000.00
18	2044	\$200,000.00
19	2045	\$200,000.00
20	2046	\$200,000.00

OFFICE OF THE SUPERINTENDENT

201 Orchard Street South

Northfield, MN 55057

PH 507.663.0629

www.northfieldschools.org

May 13, 2024

Northfield City Council
801 Washington Street
Northfield, MN 55057

Dear City Council Members:

The Northfield School District understands the city council is considering the construction of a new ice arena to serve our community. This letter affirms the Northfield School District's commitment to leasing the city's ice arena for the foreseeable future.

The district understands that its lease cost (including ice time) would increase up to a maximum of \$250,000 annually over 20 years. The district's board of education has approved the submission of this letter at its May 13, 2024, regular meeting. While the district must approve the cost each year as part of its annual levy process, this letter should give the city council confidence to move ahead with the long overdue replacement of the current ice arena.

The cost of not addressing this problem is significant. Conservative estimates suggest that at least 100 students would enroll elsewhere without an ice arena to support hockey and other ice-related activities. In Minnesota, school district revenue is heavily weighted on student enrollment. Based on a simple calculation, the district would likely lose around \$1 million in revenue in that scenario.

This situation is different from past discussions about the ice arena. This public/private partnership brings together the school district, the City of Northfield, the City of Dundas, and the Northfield Hockey Association. This partnership has the potential to solve a long-standing problem in our community.

Sincerely,



Matt Hillmann, Ed.D.
Superintendent



Claudia Gonzalez-George
Board Chair

Feedback about modifying Northfield school start times

* Indicates required question

The Northfield School Board is discussing changing school start times - beginning with the 2028-2029 school year.

Why is the board considering this? Medical research suggests numerous physical and mental health benefits for teenagers who begin their school day at or after 8:30 a.m.

[You can learn more about the medical research and associated benefits here.](#)

This survey is anonymous. At the end of the survey, you will be given the option to submit another, separate, form to be entered into a drawing for \$10 in Chamber Bucks, paid for by an anonymous donor. Five winners will be drawn at random.

Survey Directions

The survey will highlight three concepts under consideration. Please read about each concept and provide your feedback.

Demographics

1. Three years from now (for the 2028-29 school year), I will have students in the following grade levels or schools, or I am a Northfield School District staff member. *
Check all that will apply.

Check all that apply.

- Pre-school at the NCEC
- Grades K-5 at Bridgewater, Greenvale Park, or Spring Creek
- Grades 6-8 at NMS
- Grades 9-12 at NHS
- I am a Northfield School District staff member

Concept: "Switching" start times.

- **Elementary students:** minimal change to the beginning or end of the school day schedule. This means that elementary schools would begin at or around 8:15 a.m. and end at or around 3:15 p.m.
- **Middle and high school students:** Their school day would begin at or shortly after 8:30 a.m. Their end time would be at or shortly after 3:30 p.m.
- **Budgetary Impact:** ± \$600,000 increase to the district's transportation budget.

2. What is your initial reaction to this concept? *

Mark only one oval.

- My family would support this concept.
- My family could live with this concept.
- My family would not support this concept.

3. What feedback do you have about this concept?

Concept: All school start and end times would be approximately 40 minutes later.

- **Middle and High School students:** Their school day would begin at or shortly after 8:30 a.m. and their school day would end at or shortly after 3:30 p.m.
- **Elementary school students:** Their school day would begin at or around 9:00 a.m. and their school day would end at or around 4:00 p.m.
- **Budget Impact:** This concept will likely not increase the district's transportation budget.

4. What is your initial reaction to this concept? *

Mark only one oval.

- My family would support this concept.
- My family could live with this concept.
- My family would not support this concept.

5. What feedback do you have about this concept?

Concept: Elementary schools begin earlier and end later.

- **Elementary students:** Elementary schools would begin at or around 8:15 a.m. and end at or around 3:55 p.m.
- **Middle and high school students:** Their school day would begin at or shortly after 8:30 a.m. Their end time would be at or shortly after 3:30 p.m.
- **Budgetary Impact:** This concept will likely not increase the district's transportation budget.

6. What is your initial reaction to this concept? *

Mark only one oval.

- My family would support this concept.
- My family could live with this concept.
- My family would not support this concept.

7. What feedback do you have about this concept?

Maintain the existing schedule.

The board can also consider leaving the current daily schedule as it is now.

8. What is your initial reaction to leaving the schedule as it is now? *

Mark only one oval.

- My family would support leaving the schedule as it is now.
- My family could live with leaving the schedule as it is now.
- My family would not support leaving the schedule as it is now.

9. What feedback do you have about leaving the schedule as it is now?

Additional Comments

10. What other ideas or factors should the board consider when making their decision?

Survey Drawing

Thank you for your feedback about the Northfield School District. If you would like to be entered into a drawing to win \$10 in Chamber Bucks, please [enter your information on this form](#). Five winners will be drawn at random.

This content is neither created nor endorsed by Google.

Google Forms

Northfield School Start Times Survey

Drawing

Please enter your information below to be entered into a drawing for \$10 in Chamber Bucks, paid for by an anonymous donor. Five winners will be drawn at random.

* Indicates required question

1. First Name *

2. Last Name *

3. Mailing Address (If your name is selected, this is the address where your prize will be sent.) *

This content is neither created nor endorsed by Google.

Google Forms

The Why: Later school start times for middle and high school students.

Why is the board considering this? Medical research suggests numerous physical and mental health benefits for teenagers who begin their school day at or after 8:30 a.m.

What has been done so far? The board has had three work sessions on the issue and discussed it at several board meetings. Dr. Kyla Wahlstrom, a University of Minnesota professor who is the nation's leading researcher on this issue, presented to the board at a work session in December 2025.

 [You can view the video of her presentation here.](#)

In summary, what are the benefits to starting the school day at or after 8:30 a.m. for teenagers?

- **Better Sleep:** Adolescent biology naturally shifts the internal clock later during puberty. A later start time aligns with this, allowing teens to get the 8-10 hours of sleep they need.
- **Improved Mental Health:** Sleep deprivation contributes significantly to adolescent depression and anxiety. Later start times are associated with lower rates of both, and measurable improvements in emotional well-being.
- **Stronger Academics:** Well-rested students show better attention, memory, and cognitive function. Districts that have shifted start times report gains in GPAs, test scores, and graduation rates.
- **Sharper Minds in the Classroom:** Sleep strengthens memory consolidation, deepens classroom engagement, and supports the prefrontal cortex, the part of the brain responsible for judgment and impulse control. Well-rested teens retain more, participate more, and make smarter decisions throughout the school day.
- **Less Absenteeism and Tardiness:** When school starts at a time that works with teen biology rather than against it, students show up more consistently and on time, meaning more instructional time and fewer gaps in learning.
- **Better Physical Health and Athletic Performance:** Sleep is when the body repairs muscle, restores energy, and regulates growth hormones. Well-rested athletes perform better, recover faster, react more quickly, and are significantly less likely to get injured.
- **Increased Safety:** Later start times are linked to a meaningful reduction in teen car accidents during the morning commute. Sleep deprivation slows reaction time and impairs coordination, so well-rested teen drivers are faster to respond and safer for everyone on the road.

Note: Claude, a generative artificial intelligence tool, was used to help construct the summary of research-based benefits listed above.

Current Times		
MORNING		
School	First Bell	Start Time
NHS	7:45	7:50
NMS	7:52	7:57
Arcadia		8:05
St Dominic	8:05	8:15
ALC	8:10	8:15
PCCS	8:15	8:20
GVP	8:15	8:20
SC	8:15	8:20
BW	8:20	8:25
NCEC		9:00

Proposed (8:15 Elem, 8:30 HS, 8:37 MS)		
MORNING		
School	First Bell	Start Time
GVP	8:10	8:15
SC	8:10	8:15
BW	8:10	8:15
NHS	8:25	8:30
NMS	8:32	8:37
Arcadia		8:45
ALC		8:45
St Dominic		8:50
PCCS		9:00
NCEC		9:20

AFTERNOON		
School	Dismissal	Buses Depart
PCCS	2:25	2:30
St. Dominic	2:35	2:40
Arcadia	2:40	2:44
NHS	2:45	2:52
NMS	2:51	2:59
GVP	3:15	3:20
SC	3:15	3:20
BW	3:20	3:25
NCEC	3:45	3:45-4:00

Current +40 minutes			
AFTERNOON			
School	Dismissal	Buses Depart	Last Drop Off Time
PCCS	3:05	3:10	
St. Dominic	3:15	3:20	
Arcadia	3:20	3:24	
NHS	3:25	3:32	
NMS	3:31	3:40	4:56
GVP	3:55	4:00	4:55
SC	3:55	4:00	4:41
BW	4:00	4:05	5:08
NCEC	4:25	4:25-4:40	TBD

Current Times		
Afternoon Buses - Last Drop Off Times		
Bus	Attendance Area	Last Drop Off Times
1	GVP	4:09
2	GVP	3:57
3	GVP	4:15
4	GVP	4:07
5	GVP	4:03
6	GVP	4:10
7	GVP	3:51
8	GVP	4:06
10	BW (secondary)	4:16
11	SC	3:52
12	BW (secondary)	4:02
13	SC	4:01
14	SC	3:38
15	SC	3:48
16	SC	3:54
17	SC	3:45
20	BW (secondary)	3:58
21	BW	4:05
22	BW	4:28
23	BW	4:22
24	BW	4:17
25	BW	4:22

Current +40 minutes		
Afternoon Buses - Last Drop Off Times		
Bus	Attendance Area	Last Drop Off Times
1	GVP	4:49
2	GVP	4:37
3	GVP	4:55
4	GVP	4:47
5	GVP	4:43
6	GVP	4:50
7	GVP	4:31
8	GVP	4:46
10	BW (secondary only)	4:56
11	SC	4:32
12	BW (secondary only)	4:42
13	SC	4:41
14	SC	4:18
15	SC	4:28
16	SC	4:34
17	SC	4:25
20	BW (secondary only)	4:38
21	BW	4:45
22	BW	5:08
23	BW	5:02
24	BW	4:57
25	BW	5:02

Additional cost information

4 messages

Laure Benjamin Miller <lbenjaminmiller@benjaminbus.com>
To: Matt Hillmann <mhillmann@northfieldschools.org>
Cc: Nancy Johnson <njmjohnson@gmail.com>

Tue, May 12, 2026 at 3:02 PM

Hi Matt,

Here is the additional information you requested regarding approximate transportation costs in the two different scenarios we discussed.

1. Two separate routing tiers

- If we were to have two separate routing tiers, one for elementary and one for secondary, the approximate total cost based off the current contract would be \$3.8 million annually. An approximate increase of \$1.9 million annually. Due to the size of our district we would essentially have to run all current routes twice in order to keep ride times around one hour. Also, the time in between secondary and elementary pick up & drop off times at the schools would need to be addressed. Currently the time between would not be sufficient to complete the second tier.

2. Combination of 8:30 NHS start time & Current PM +40 mins

- If we were to do a combination of the 8:30 NHS start time but keep the current PM dismissal order, in theory we should be able to eliminate the need for the additional 11 PM bus routes. However, keep in mind this does lengthen the total elementary day by approximately 45 mins, leaving them with an estimated 4:00 PM dismissal time and multiple bus routes with last drop off times around 5:00 PM or later. Please see the attachment for more detailed information on this. Also, note the ending time for NCEC. If this end time would need to be different there would be the additional cost for those NCEC routes.

Please let me know if you have any additional questions.

Thank you,

Laure Benjamin Miller

Vice President | Benjamin Bus, Inc.

Office: 507-645-5720 | Direct: 651-432-8608

lbenjaminmiller@benjaminbus.com

 **Combo start-end times.xlsx**

14K

Matt Hillmann <mhillmann@northfieldschools.org>
To: Valori Mertesdorf <vmertesdorf@northfieldschools.org>

Thu, May 14, 2026 at 8:19 AM

I plan to share this with the board at today's work session, but I wanted you to see it first. Let me know if you have any questions.

Sincerely,

Matt

Matt Hillmann, Ed.D.
[he | him | his]
Superintendent
Northfield Public Schools
507.663.0629

Reaching Out, Reaching Up:
THE 2027 STRATEGIC PLAN

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

STRATEGIC COMMITMENTS

- People**
We practice the engagement, collaboration and respect of diverse voices, traditions and beliefs.
- Learning Outcomes**
We prepare every student to be academically and socially ready to pursue their preferred pathway through life's opportunities.
- Equity**
We ensure every student has the opportunity to reach their full potential.
- Communication**
We communicate effectively and transparently with all stakeholders.
- Stewardship**
We responsibly manage our resources, honorably comply with all laws and regulations and support our community.
- Partnerships**
We seek and nurture partnerships that accelerate student achievement and organizational success.

BENCHMARKS

- 1** All students are ready to engage in their community.
- 2** All students are academically and socially ready to pursue their preferred pathway through life's opportunities.
- 3** All students are academically and socially ready to pursue their preferred pathway through life's opportunities.
- 4** All students are academically and socially ready to pursue their preferred pathway through life's opportunities.
- 5** All students are academically and socially ready to pursue their preferred pathway through life's opportunities.
- 6** All students are academically and socially ready to pursue their preferred pathway through life's opportunities.
- 7** All students are academically and socially ready to pursue their preferred pathway through life's opportunities.
- 8** All students are academically and socially ready to pursue their preferred pathway through life's opportunities.
- 9** All students are academically and socially ready to pursue their preferred pathway through life's opportunities.



[Quoted text hidden]

 **Combo start-end times.xlsx**
14K

Valori Mertesdorf <vmertesdorf@northfieldschools.org>
To: Matt Hillmann <mhillmann@northfieldschools.org>

Thu, May 14, 2026 at 9:48 AM

Thanks. No questions.

[Quoted text hidden]

Val Mertesdorf
Director of Finance
Northfield Public Schools
P: 507.663.0620
F: 507.663.0611
E: vmertesdorf@northfieldschools.org



Matt Hillmann <mhillmann@northfieldschools.org>

Thu, May 14, 2026 at 9:57 AM

Thanks.

Sincerely,

Matt

—
Matt Hillmann, Ed.D.
[he | him | his]
Superintendent
Northfield Public Schools
507.663.0629

Reaching Out, Reaching Up:
THE 2027 STRATEGIC PLAN



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

STRATEGIC COMMITMENTS

- People**
We practice the engagement, collaboration and support of every student, staff member and family.
- Learning Outcomes**
We prepare every student to be academically and socially ready to pursue their preferred pathway through their graduation.
- Equity**
We ensure that every student has the opportunity to reach their full potential.
- Communication**
We communicate effectively and transparently with all stakeholders.
- Stewardship**
We stewardship manage our personnel, financial, property and other resources responsibly.
- Partnerships**
We seek meaningful partnerships that accelerate student achievement and development.

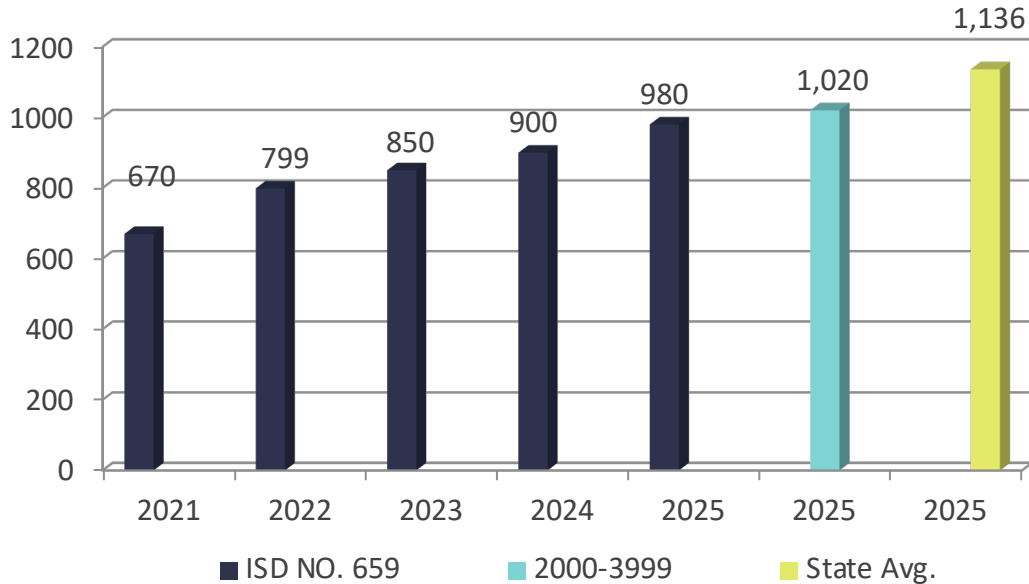
BENCHMARKS

1 All students are ready for college and career.	2 All students are prepared for postsecondary education and workforce.	3 All students are ready to lead in their communities and the world.
4 All students are prepared to lead in their communities and the world.	5 All students are prepared to lead in their communities and the world.	6 All students are prepared to lead in their communities and the world.
7 All students are prepared to lead in their communities and the world.	8 All students are prepared to lead in their communities and the world.	9 All students are prepared to lead in their communities and the world.



[Quoted text hidden]

Transportation Cost per Student



Northfield Public Schools
Policy Committee Recommendations

May 26, 2026

Policy	Changes
203: Operation of the School Board of Education - Bylaws	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● In section IV.B, add “investigate allegations of a board member in accordance with Policy 209.”
209: <u>School Board Code of Ethics</u> Code of Ethics <u>Conduct</u>	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Changed policy name to “School Board Code of Conduct.” ● Added procedures for administering policy and sanctions sections. ● Added a cross reference.
410: Family & Medical Leave	<p>Change Type: Substantive</p> <ul style="list-style-type: none"> ● Removed “and also with parenting leave under state law” from purpose statement. ● Removed “and consistent with the requirements of the Minnesota parenting leave laws” from the general statement of policy. ● Deleted section IV.B - Twelve-week leave under state law. ● Deleted legal reference.
442: Travel	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Added links to the mileage log and to Policy 412: Expense Reimbursement.
503: Student Attendance	<p>Change Type: Substantive</p> <ul style="list-style-type: none"> ● Updated section II.B.4.c and d to align with Minnesota Statutes, section 120A.22. ● Added “and has been approved for early graduation.” in section II.B.1.d. (2). ● Updated sections II.C and IV.2. to include cultural observances, according to Minnesota Statutes, section 120A.35. ● Updated section V.C.1. Due to the Minnesota Legislature updating Minnesota Statutes, section 260C.007, subdivision 19. ● Linked Minnesota Statutes. ● Updated legal reference.
509: Enrollment of Nonresident Students	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Corrected parent/guardian to parent/caregiver ● Adjusted formatting for consistency. ● Added links to Minnesota Statute references.
530: Immunization Requirements	<p>Change Type: Substantive & Regular Review</p> <ul style="list-style-type: none"> ● Added the word “emancipated” in section IV.B. ● Updated section VI.B and D. to reflect

	<p>Minnesota Health and Human Services guidance.</p> <ul style="list-style-type: none"> ● Linked the form a parent/caregiver would have notarized to be exempt from immunizations in section VI.B. ● Specified that the policy is referring to the Minnesota Department of Health and the Minnesota Department of Education in section VII. ● Added resources section.
532: Use of Peace Officers and Crisis Team to Remove Students With IEPs from School Grounds	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Listed and linked Policy 515 in section IV.B. ● Linked Minnesota Statutes in section IV.C and section IV.F. ● Updated formatting.
533: Wellness	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Added section II.G: “For the purposes of this policy, the school day is defined as a regular school day by the school board-approved district academic calendar from midnight to 30 minutes after the end of the school day.” ● Added “This does not include concession stand fundraisers held outside of school hours” to section IV.C. ● Made the note in section IV.D part of section IV.D.1. ● Removed “to the extent it maintains a website” from section IV.A.2. ● Removed the notes at the end of the policy.
535: Service Animals in Schools	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Linked approval request form in Section VI. ● Updated formatting of headlines. ● Added footer information.
540: Access to Curricular and Co-Curricular School Programs	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Added “Students accessing curricular and co-curricular programs must comply with all district policies and program requirements, including immunizations as referenced in Policy 530.” In section II.
560: Memorials	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Linked procedures document.
655: School Volunteers	<p>Change Type: Regular Review</p> <ul style="list-style-type: none"> ● Updated purpose statement. ● Linked Policy 404’s background screening standards. ● Linked Policy 404.

701: Establishment and Adoption of School District Budget

Change Type: Substantive

- Updated purpose statement.
- Revisions in section III.A and B recommended by auditors and MSBA staff.
- Revisions in section III.C align with Minnesota Stat. 123B.77, subd. 4.

Policy 203 OPERATION OF THE SCHOOL BOARD OF EDUCATION - BYLAWS

I. NAME

The name of this body is the Independent School District 659 Board of Education.
“School board” or “board” means the governing body of Northfield Public Schools.

II. LEGAL BASIS

The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district. The basis for the establishment and operation of the school board lies in the State of Minnesota Constitution, Minnesota Statutes, court interpretations of these laws, and the powers implied under them.

III. RESPONSIBILITIES OF THE SCHOOL BOARD

The board will create policy, delegate responsibility for, and/or take action to:

- A. Hire the superintendent, delegate operational responsibilities, and evaluate them as outlined in [Policy 302](#).
- B. Review the district vision statement and strategic plan at least every five years.
- C. Review progress as presented in the superintendent’s annual “state of the district” presentation and the state-required Comprehensive Achievement and Civic Readiness report presentation.
- D. Provide for the evaluation and improvement of instructional programs and the services that support them.
- E. Establish a learning environment for education by providing necessary buildings and equipment, materials, and staffing to support the instructional process and to provide for the comfort, health, and safety of students, staff, and visitors when they are in attendance at school or engaged in school-sponsored activities.
- F. Provide for the recruitment, assignment, supervision, evaluation, professional growth, compensation, and termination of all permanent, temporary, and part-time employees.
- G. Designate district staff to enroll students for instruction. Excuse, exclude, suspend, or expel students from instruction for sufficient cause in accordance with Minnesota Statutes and current board policy.
- H. Provide transportation for students to and from school, in accordance with Minnesota Statutes and other applicable laws.
- I. Set standards for student conduct and clear guidelines for employee responses in the case of unacceptable student behavior. Inform students and their parents/guardians/caregivers of their rights and their responsibilities.
- J. Maintain and preserve essential student and other governmental records according to federal law and Minnesota Statutes.
- K. Establish graduation requirements and provide reports to students and parents on educational progress.

- L. Disseminate district information to residents of the district in accordance with Minnesota Statutes.
- M. Pursuant to law, provide for levying of taxes as necessary for the operation of schools, and for the payment of indebtedness and all proper expenses of the district. These levies are to be certified to the county auditor by the date established by statute unless otherwise provided for by special directive.
- N. Approve the budget for all funds of the district before July 1 of each year.
- O. Authorize an annual financial audit.
- P. Approve a school calendar for each academic year.
- Q. Finance the district through the receipt of state and federal aid, the adoption of local tax levies, the sale of bonds, the borrowing of money, and the receipt of gifts, grants, fees, and other revenues.
- R. Designate depositories for school funds.
- S. Maintain a financial accounting and reporting system.
- T. Approve payment of all bills and disbursements.
- U. Coordinate services of the district with those of other governmental agencies and districts.
- V. Provide for the use of school facilities by the general public.
- W. Participate in local, state, regional, and national board organizations, as deemed appropriate by the board.
- X. Perform such other duties and carry out such other responsibilities as may be authorized or required by law.
- Y. Advocate for the district within the community and state.

The board freely subscribes to tenets of the School Board Member Code of Ethics of the Minnesota School Boards Association and will strive to uphold those principles in carrying out its responsibilities.

IV. MEMBERSHIP

- A. The board will consist of seven elected members and the superintendent as a non-voting ex-officio member.
- B. Newly elected members will be sworn in at the organizational meeting in January following the election.
- C. The term of office for members will be four years and until a successor qualifies.
- D. The board will fill a vacancy in accordance with Minnesota statutes with guidance from the Minnesota School Boards Association.
- E. The board may remove for proper cause any member or officer of the board and fill the vacancy in accordance with Minnesota statutes.

V. COMPENSATION

Members of the board will receive compensation as fixed by the board at the annual organizational meeting.

VI. OFFICERS

- A. At the first meeting in January, the board will select a chairperson, vice-chairperson, clerk, and treasurer for a term of one year. If elected, board members may serve multiple consecutive terms.

- B. Duties:
 1. The chairperson will:
 - a. Preside at all meetings of the board when present.
 - b. Countersign all orders for claims approved by the board.
 - c. Sign contracts or agreements approved by the board when the signature of the chairperson is required. If a deadline must be met and the chairperson is unavailable, the vice-chairperson is authorized to sign the document as acting chairperson.
 - d. Represent the district in all appropriate actions consistent with board directives and policies.
 - e. Appoint all special committees and standing committees, serve as an ex-officio member on all such committees, and attend committee meetings at their discretion. Such appointments will be made at the organizational meeting in January but no later than the second meeting in January.
 - f. Appoint a parliamentarian.
 - g. Confer with the superintendent, as may be necessary and desirable regarding school matters, including the preparation of regular and special meeting agendas as needed.
 - h. Lead evaluation of the superintendent.
 - i. Investigate allegations of a board member in accordance with [Policy 209](#).
 - j. Perform such other duties as required by law, and perform all duties usually incumbent on such an officer.
 - k. Provide leadership in carrying out the powers and duties of the board and act as spokesperson for the board unless this responsibility has been delegated to others. The chair shall have completed MSBA Phase I, II, III, and IV training prior to serving as chair to ensure governance norms and protocols. If the board determines there is not a member who qualifies, this policy may be waived upon majority vote, and the appointed chair will commit to completing phases within one year.

 2. The vice-chairperson will:
 - a. Perform the duties of the chairperson if they are unable to preside or as directed by the chair to do so. Should both the chairperson and vice-chairperson be unable to preside, the remaining members will select a member to serve in that capacity until such time that the chairperson or vice-chairperson can return to their duties. The vice-chair is encouraged to complete MSBA Phase III and IV training during their term as vice-chairperson.

- b. Perform such other duties as required by law and perform all duties usually incumbent on such an officer.
3. The clerk, either directly or through the administrative staff of the district, will:
 - a. Keep a record of all meetings of the board.
 - b. In a timely manner, file with the board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
 - c. Make and transmit reports pursuant to the Uniform Financial Accounting and Reporting System for Minnesota Schools as required by state law.
 - d. Sign all orders from the treasurer for claims approved by the board.
 - e. With the chairperson, sign contracts or agreements approved by the board, when the signature of the clerk is required. If a deadline must be met and the clerk is unavailable, the treasurer is authorized to sign the document as acting clerk.
 - f. Perform such duties as required by state election laws relative to district elections.
 - g. Perform such other duties as required by law and perform all duties usually incumbent on such an officer.
 - h. The clerk is encouraged to complete MSBA Phase III training during their term as clerk.
4. The treasurer, either directly or through the administrative staff of the district, will:
 - a. Keep detailed records of all orders processed by the board, according to law.
 - b. Have custody of all monies belonging to the district. Upon receipt of district funds, the treasurer will cause such funds to be promptly deposited in the legal depositories designated and approved by the board.
 - c. Sign all orders for claims approved by the board.
 - d. Perform such other duties as required by law and perform all duties usually incumbent on such an officer.
 - e. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse and process the orders in accordance with [Minnesota statutes section 123B.12](#).
 - f. The treasurer is encouraged to complete MSBA Phase III training during their term as treasurer.

VII. MEETINGS OF THE BOARD

“Meeting” means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board.

The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

A. Open Meetings

1. Except as otherwise expressly provided by statute, all meetings of the board, including executive sessions, shall be open to the public.
2. Meeting times, dates, and locations or any changes thereof will be posted at the district office, on the district website, and given to the official newspaper of the district.

B. Types of Meetings

1. **Organizational meeting**

- a. The board will meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the board.
- b. The agenda will include the following topics:
 1. Administration of the oath of office to all members.
 2. Election of officers.
 3. Compensation for board members.
 4. Approval of a mileage reimbursement rate for the use of private automobiles on district business.
 5. Designation of an official newspaper.
 6. Designation of official depositories for district funds.
 7. Designation of official depositories for district investments.
 8. Authorization of procedures for the investment of excess funds in accordance with Minnesota Statutes.
 9. Authorization of payments for goods and services in advance of board approval.
 10. Authorization of use of facsimile signatures and surety bonds pursuant to Minnesota Statutes.
 11. Approval of board membership in local, state, and national organizations.
 12. Other items deemed appropriate by members for the proper organization of the board.

To align with fiscal and planning calendars, certain of these topics may be included in the agenda of a meeting held the prior July.

- c. **Adjournment:**
The meeting will be adjourned following the organization of the board.

Other business may be introduced at regular or special meetings following the organizational meeting.

2. Regular meeting

- a. Regular meetings of the board will be held at 6:00 p.m. on the second and fourth Mondays of each month in the District Office Boardroom. Meetings of the board shall be adjourned at or before 9:00 p.m. whenever possible. Meetings may be extended later than 9:00 p.m. by a majority vote of the board. The board may change the time, date, or location of regular meetings by majority action, and must notify the official newspaper accordingly.
- b. Order of business: Business topics at regular meetings will normally be treated in the following order:
 1. Call to order
 2. Approval of the agenda
 3. Public comment
 4. Announcements and recognitions
 5. Items for discussion and reports
 6. Committee reports
 7. Consent agenda
 8. Items for individual action
 9. Items for information
 10. Future meetings
 11. Adjournment

Items that usually do not require discussion or explanation prior to board action, are non-controversial and/or routine items of business, or are items that have already been discussed and/or explained and do not require further discussion or explanation will be included as part of the consent agenda and passed as one motion. At the request of any board member, an item will be removed from the consent agenda for separate discussion and action.

3. Special meeting

- a. Special meetings of the board may be called by the chairperson, clerk or by any four members of the board who file such a request with the clerk.
- b. Unless specifically provided to the contrary, special meetings will be held in the District Office Boardroom. The clerk or designee will notify members of special meetings in writing by mail or electronic transmission received at least three days prior to the date set for the meeting.
- c. Closed meetings will be held as allowed by law.
- d. Work sessions may be called by the chairperson as needed.

- e. The Minnesota Department of Education has issued an opinion that a government entity is limited to acting only on those matters specifically included in the notice of a special meeting.

4. Emergency meeting

- a. An emergency meeting may be called by the chairperson, clerk or any four members of the board or their designee, when, and only when, the immediate action of the board is required. While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, the advisory opinions of the Minnesota Department of Education would limit such meetings to responding to natural disasters, health epidemics, or a crisis caused by an event such as an accident or terrorist attack.
- b. All such meetings will, if possible, be held in the District Office Boardroom.
- c. No business may be transacted at an emergency meeting except as noted in the request for the meeting.

5. Recessed or Continued meeting

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

6. Closed meeting

Meetings shall be closed only when expressly authorized by law. The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

7. Meeting during Pandemics or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under [Minnesota Statute, Ch. 12](#), a meeting may be conducted by telephone or interactive technology in compliance with [Minnesota Statute 13D.021](#).

8. Meeting by Interactive Technology

A meeting may be conducted by interactive technology, internet conference calling or other similar electronic means in compliance with [Minnesota Statute 13D.02](#).

C. Quorum

A majority of the voting members of the board constitute a quorum. Generally, any action taken in the absence of a quorum is null and void, The only legal actions the board may take in the absence of a quorum are to fix the time at which to adjourn, adjourn, recess, or take measures to obtain a quorum.

D. Agenda Preparation and Dissemination

1. The superintendent will prepare the agenda for all meetings of the board and they will consult with the board chairperson, other board members as needed, and members of the administrative staff when appropriate.
2. Items of business may be suggested by any board member, staff member, student, business or property owner, resident, or parent/guardian/caregiver of the district. Items suggested may be included at the discretion of the superintendent and the chairperson of the board. Individuals may address the board under the rules of the public comment as listed on the board agenda.
3. The agenda will be distributed to board members on the Thursday before each board meeting. Supporting materials will normally be distributed to board members with the agenda on the Thursday before each board meeting but may be distributed as late as Friday in special circumstances as agreed upon by the superintendent and the board chair.
4. The agenda will also be made available to the press, representatives of the community, staff, and student organizations, and to others upon request.
5. Late items will be distributed to board members via the table file.
6. The board may not, unless required by urgent circumstances, revise current or adopt new board policies unless such action has been scheduled.

E. Voting

Each elected member of the board will have one vote. A roll call vote will be taken when required by law or when requested by one or more board members.

F. Minutes

The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present. The district will maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with Minnesota Statutes.

G. Rule of Order and Parliamentary Authority

Rules of order for board meetings shall be as follows:

1. Minnesota statutes where specified.
2. Specific rules of order as provided by the school board consistent with Minnesota statutes.
3. Robert's Rules of Order Newly Revised will govern the parliamentary procedure of the board in its deliberations.
4. A motion will be adopted or carried if it receives the affirmative votes of a majority of those voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rule of Order require larger numbers of affirmative votes.
5. The chair shall decide the order in which board members will be recognized to address an issue. A member shall only speak to an issue after the member is recognized by the chair.

VIII. SCHOOL BOARD COMMITTEES AND REPRESENTATIVES

- A. School board standing or special committees may be created by the board when it is determined that a committee process facilitates the mission of the board.
- B. The board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the board and the district.
- C. A board committee or subcommittee will be formed by board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the board.
- E. The board will receive reports or recommendations from a committee or subcommittee for consideration. The board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The board reserves the right to limit, create, or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the board shall not appoint a subcommittee of that committee without the approval of the board.

IX. APPOINTMENT OF COMMITTEES

- A. The board hereby appoints the following standing committees:
 - 1. Meet and confer
 - 2. Negotiations
 - 3. Policy
- B. The board will establish, by resolution, for each standing or ad hoc committee the number of members, the term, and the charge or mission of each such committee.

X. PROCEDURES FOR SCHOOL BOARD ADVISORY COMMITTEES

- A. Advisory committees will be representative of the community in relation to the tasks delegated to them. Based on the recommendation of the superintendent, the board may approve the members of a committee and/or the method of their selection.
- B. Advisory committees will serve in an advisory capacity only, proposing recommendations based on analysis of a problem, and will exist only as long as necessary for the study and the report to the board on particular projects assigned to them. The board will give careful consideration to all recommendations from advisory committees, although final action and responsibility will remain with the board. The board may dissolve advisory committees as needed.
- C. The superintendent or their designee will be an ex-officio member of all advisory committees.
- D. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

XI. AMENDMENTS TO BYLAWS

A quorum of the board may temporarily suspend these bylaws at any regular or special board meeting by a unanimous vote of the board members present.

XII. APPLICATION OF LAWS

These bylaws or any portion thereof will be superseded by subsequent changes in the applicable laws.

Policy 203 Operation of the School Board - Bylaws

Adopted: 12.13.2004; Updated: 05.13.2013, 07.01.2019, 12.02.2019, 12.13.2021; Non-Substantive Update: 02.08.2022; Updated: 08.22.2022, 04.10.2023, 01.08.2024, 09.12.2024, 01.12.2026

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. § 13D (Open Meeting Law)

Minn. Stat. § 13D.01, Subs. 4-6 (Meetings Must be Open to the Public; Exceptions)

Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)

Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)

Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)

Minn. Stat. § 331A.01 (Definition)

Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)

Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)

Op. Atty. Gen. 161-a-20, December 17, 1970

Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

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

Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)

Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)

Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)

Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)

Minn. Rules Part 5510.2810 (Bureau of Mediation Services)

Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)

Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)

The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)

Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)

Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)

Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)

Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)

Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)

Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)

Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)

Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)

Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)

Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)

Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)

Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)

Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)

Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)

Dept. of Admin. Advisory Op. No. 13-015 (December 23, 2013)

Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)

Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)

Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)

Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)

Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

M.S., Sec. 127.26, et. seq.	M.S. 123.33, Subd. 1	M.S. 123.34, Subd. 3,4,5,7
M.S. 123.76, et seq.	M.S. 123.33, Subd. 2,3,4	M.S. 471.705
M.S. 13.01, et. seq.	M.S. 123.33, Subd. 8	M.S. 118.005, 118.01, 124.05
M.S. 123.35, Subd. 4; M.S. 275.07	M.S. 123.34, Subd. 1	M.S. 123.335 and 471.38
M.S. 121.908, Subd. 3a.	M.S. 123.34, Subd. 2	M.S. 47.41, M.S. 47.42
M.S. 124.05	M.S. 123.34, Subd. 8	M.S. 123.33, Subd. 5
M.S. 125.12	M.S. 121.908	M.S. 123.38, Subd 11
M.S. 127.26, et. seq.	M.S. 124.19	M.S. 123.33, Sub. 6

Cross References: MSBA/MASA Model Policy 201 (Legal Status of the School Board)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 203.1 (School Board Procedures; Rules of Order)
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 203.6 (Consent Agendas)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
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 207 (Public Hearings)
MSBA/MASA Model Policy 208 (Development Adoption and Implementation of Policies)
MSBA/MASA Model Policy 209 (Code of Ethics)
MSBA/MASA Model Policy 201 (Conflict of Interest - School Board Members)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 212 (School Board Member Development)
MSBA/MASA Model Policy 213 (School Board Committees)
MSBA/MASA Model Policy 214 (School Board Member Out-of-State Travel)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA Law Bulletin “C” (Minnesota’s Open Meeting Law)

Policy 209 SCHOOL BOARD CODE OF ETHICS CONDUCT

I. PURPOSE

The purpose of this policy is to assist the Northfield School District Board of Education members in understanding the role of individual school board members and the contribution that each must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD I WILL:

1. Listen to the opinions and views of others including other board members, residents, business and property owners, parents/guardians/caregivers, students and employees of the Northfield School District.
2. Recognize the integrity of my predecessors and associates and the merit of their work.
3. Attend board and assigned committee meetings, and come prepared for discussion of the agenda items.
4. Be motivated by a desire to provide the best possible education for the students of the district.
5. Inform myself about the proper duties and functions of a board member as outlined in [Policy 203](#).
6. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
7. Support the decision of the board even if my position concerning the issue was different.
8. Inform myself about the proper duties and functions of a board member through Minnesota School Boards Association state-required training and other state recommended organizations.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy, not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the board as a whole, is to see that the schools are properly managed, not to manage them myself.
5. Work with and through the superintendent, not over or around the superintendent.
6. Delegate the implementation of board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the board in legal session, not with the individual members of the board except as authorized by law.
3. Make no disparaging remarks, in or out of board meetings, about other members of the board or their opinions.
4. Keep an open mind about how I will vote on any ~~resolution~~ issue until the board has met and fully discussed the issue.
5. Make decisions by voting in board meetings after all sides of debatable questions have been presented.
6. Recognize that committees are appointed to serve only in an advisory capacity to the board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY I WILL:

1. Appraise and plan for both the present and future educational needs of the district and community.
2. Advocate to obtain adequate financial support for the district's programs.
3. Insist that business transactions of the district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the community and district stakeholders.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF I WILL:

1. Hold the superintendent responsible for the administration of the district.
2. Give the superintendent authority commensurate with their responsibility.
3. Expect the superintendent to keep the board adequately informed.
4. Assure that the district will be administered by the best professional personnel available.
5. Commit to be prepared and informed for meetings.
6. Consider the recommendation of the superintendent in hiring all employees.
7. Participate in board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
8. Offer the superintendent counsel and advice.
9. Recognize the status of the superintendent as the chief executive officer and a non-voting, ~~ex-officio~~ ex officio member of the board.
10. Respond to complaints by using the chain of responsibility as outlined in [Policy 103](#).
11. Present personal criticisms of employees to the superintendent.
12. Provide support for the superintendent and the district so they may perform their proper functions on a professional level.

E. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER I WILL:

1. Comply with all federal, state, and local laws both generally and relating to my work as a board member.
2. Comply with all district policies as adopted by the board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other federal and state agencies with jurisdiction over school districts.
4. Recognize that district business may be legally transacted only in an open meeting of the board.
5. Avoid conflicts of interest and refrain from using my board position for personal gain.
6. Take no private action that will compromise the board or administration.
7. Guard the confidentiality of information that is protected under applicable law.
8. Use district-issued email for all board business to limit security and data privacy issues.

III. PROCEDURES FOR ADDRESSING POLICY VIOLATIONS

- A. In the Northfield School District, school board members are considered elected officials, not employees.
- B. Alleged policy violations may be reported to the chair by another school board member or district stakeholders. "District stakeholders" are defined as residents and/or property owners, parents/guardians/caregivers, students, and employees of the Northfield School District.
- C. There shall be a good-faith effort to informally resolve any alleged policy violation. Most issues can be solved through a conversation among those involved. Individuals should first discuss the issue directly with the board member of concern.
- D. If the violation is not resolved through informal means and the allegation could result in sanctions against an individual school board member under this policy, the board will:
 1. Advise the school board member of the allegation in writing within a reasonable amount of time.
 2. If the allegation cannot be readily resolved by the board chair or their designee, an investigation will be conducted to determine whether the individual school board member has violated this policy. If the allegation is against the chair, the vice chair or their designee will attempt to resolve this issue. A designee must be a current board member.
 3. Allow the individual school board member an opportunity to be heard by the board in defense of the allegation and to present any relevant information regarding the allegation.
 4. Specify the expected conduct or modification of conduct to be required

from the individual school board member.

- B. The determination whether a violation of this policy has occurred, and whether sanctions are to be imposed, shall be made by the board.
- C. The board retains the right to remove a school board member as appropriate, subject to [Minnesota Statute 123b.09](#).

IV. SANCTIONS

- A. Sanctions imposed on an individual school board member for violation(s) of this policy may vary depending upon factors such as the nature of the violation, whether the violation was intentional, and whether the individual school board member has been the subject of prior sanctions. Sanctions may only be imposed if at least four members of the board vote in favor of the sanction(s). The forms of sanctions that may be imposed by the board include, but are not limited to:
 - 1. A warning.
 - 2. Public censure.
 - 3. A resolution disavowing the inappropriate behavior.
 - 4. Removal from a board officer position.
 - 5. A one-time reduction in the individual school board member's compensation in an amount determined by the board.
 - 6. Removal of the individual school board member from the board in accordance with [Minnesota Statute 123b.09](#). This sanction should be reserved for the most extreme circumstances.
- B. Other sanctions, including any combination of the forms described above, may be imposed if, in the judgment of the board, another sanction would better accomplish the board's objective of stopping or correcting the offending conduct.

Policy 209 School Board Code of Ethics Conduct

Adopted: 2004; Updated: 07.01.2019, INSERT DATE; Substantive Update: 10.24.2022; Updated: 04.24.2023, 10.23.2023

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: ~~None~~
MSBA Standards for School Board Leadership

Policy 410 FEDERAL FAMILY AND MEDICAL LEAVE

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to Northfield School District employees in accordance with the federal Family and Medical Leave Act of 1993 (FMLA) ~~and also with parenting leave under state law.~~

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the district, pursuant to the requirements of the FMLA ~~and consistent with the requirements of the Minnesota parenting leave laws.~~

III. DEFINITIONS

A. “Covered active duty” means:

1. In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country, and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. “Covered servicemember” means:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness., or
2. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or reserves, and was discharged or released under conditions other than dishonorable at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. “Eligible employee” means an employee who has been employed by the district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service

that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered service member" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. A military medical treatment facility as an outpatient., or
 - 2. A unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. To address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member.
 - 2. To attend military events and related activities of a covered military member.
 - 3. To address issues related to childcare and school activities of a covered

military member's child.

4. To address financial and legal arrangements for a covered military member.
 5. To attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child.
 6. To spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment.
 7. To attend post-deployment activities related to a covered military member.
 8. To address care needs of a covered military member's parent who is incapable of self-care., and
 9. To address other events related to a covered military member that both the employee and district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. Inpatient care in a hospital, hospice, or residential medical care facility., or
 2. Continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. Birth of the employee's child and to care for such child.
 - b. Placement of an adopted or foster child with the employee.
 - c. To care for the employee's spouse, son, daughter, or parent with a

- serious health condition.
- d. The employee's serious health condition makes the employee unable to perform the functions of the employee's job.
 - e. Any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
 3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
 4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
 5. A "serious injury or illness" in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. Injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating., and
 - b. In the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces) and that manifested itself before or after the member became a veteran, and is:
 - i. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

- ii. A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - iii. A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - iv. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- 6. Eligible spouses employed by the district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
- 7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
- 8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
- 9. If the district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the district's expense. If the opinions of the first and second health care providers differ, the district may require certification from a third health care provider at the district's

expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the district, subject to and in coordination with the health care provider.
11. The district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the district for the cost of the health plan premiums paid by it.
13. The district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the board for annual review.

The district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

~~B. Twelve-week Leave under State Law~~

~~An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the district. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the district so that the total leave does not exceed 12 weeks, unless agreed to by the district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.~~

~~C. B. Twenty-six-week Servicemember Family Military Leave~~

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the district are limited to an aggregate of 26

weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 1. Take leave for the entire period or periods of the planned medical treatment., or
 2. Move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the district may require that the leave be continued until

- the end of the semester.
2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the district may require the employee to continue taking leave until the end of the semester.
 4. If the district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each district building in areas accessible to employees and applicants for employment.

Policy 410 Family and Medical Leave Policy

Adopted: 02.28.2005; Revised: 08.10.2009, 2010, 02.2015; Reviewed: 07.13.2020; Substantive Update: 11.14.2022, 03.11.2024,
INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659
Northfield, Minnesota

Legal References: ~~Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)~~
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: None

Policy 442 TRAVEL

I. PURPOSE

The purpose of this policy is to outline travel guidelines for Northfield School District employees and students.

II. GENERAL STATEMENT OF POLICY

1. Whenever possible, a district-owned vehicle will be used for in-district and out-of-district travel when that travel is a function of district employment. When a personal car must be used for travel, the employee will be reimbursed at the school board-approved standard mileage rate. If the IRS approved standard mileage rate changes during a calendar year this updated rate shall be reimbursed without formal school board approval.

2. ~~Employees with mobile positions and staff that travel within the district must submit a monthly mileage log for approval and reimbursement.~~

Employees who work in multiple schools and staff who travel within the district for their role must submit a [monthly mileage log](#) for approval and reimbursement. Employees should review the procedures for [Policy 412: Expense Reimbursement](#).

3. All out-of-district conference and continuing education travel must be approved in advance.

4. In-district and out-of-district transportation of students for any activities must be in either district-owned vehicles or contracted vehicles. Emergency, unscheduled transportation may be conducted in non-district vehicles with a seating capacity of 10 or fewer people without meeting the requirements for a Type III vehicle as defined by Minnesota statute and in accordance with [Policy 610](#).

Policy 442 Travel

Adopted: 03.28.2005; Non-Substantive Updates: 03.18.2021; Updated: INSERT DATE

~~School~~ Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. § 169.454 (Type III Vehicle Standards)

Policy 503 STUDENT ATTENDANCE

I. PURPOSE

The purpose of this policy is to encourage regular school attendance to meet the district's vision of preparing every student for lifelong success. This policy recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher and administrators in the Northfield School District.

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

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. **Student's responsibility.** It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request or access any missed assignments due to an absence.
2. **Parent or guardian's responsibility.** It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.
3. **Teacher's responsibility.** It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent access to missed assignments. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise. This could include collaborating with members of the school's attendance committee, problem solving team, or other designated attendance support personnel.
4. **Administrator's responsibility**
 - a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's

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

- b. In accordance with the Minnesota Compulsory Instruction Law, [Minnesota Statutes Section 120A.22](#), the students of the school district are required to attend all assigned classes and/or study halls every day school is in session, unless the student has an excused absence, has withdrawn, or has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school.
- c. The district must count a student as in attendance on each day the student receives supervision, instruction, or services from school staff during scheduled school hours. [Minnesota Statutes Section 120A.22](#) does not remove the school district's responsibility to continue to comply with reporting requirements in [Minnesota Statutes Section 126C.05](#) for the purposes of funding.
- d. The principal must issue and keep a record of attendance, under rules established by the board.

B. Attendance Procedures

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

1. Excused Absences

- a. A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to a truant officer or the school official designated by the principal. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

- b. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school.
- c. The school board of the district in which the child resides may approve the application under subparagraph (a) above upon a legitimate exception being demonstrated to the satisfaction of that board.
- d. Legitimate Exceptions. The following reasons shall be sufficient to constitute excused absences:
 - 1) The child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
 - a) Child illness, medical, dental, orthodontic, or counseling appointments including appointments conducted through telehealth.
 - b) Family emergencies.
 - c) The death or serious illness or funeral of a family member.
 - d) Active duty in any military branch of the United States.
 - e) The child has a condition that requires ongoing treatment for a mental health diagnosis.
 - f) Other exemptions included in this attendance policy.
 - 2) The child has already completed state and district standards required for graduation from high school and has been approved for early graduation.
 - 3) It is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three (3) hours in any week, instruction conducted by a Tribal spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause.

C. Religious and Cultural Observances Accommodation

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

III. OPEN ENROLLED STUDENTS

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

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

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

IV. DISSEMINATION OF POLICY

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

V. REQUIRED REPORTING

A. Continuing Truant

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

1. Three (3) days if the child is in elementary school, or
2. Three (3) or more class periods on three (3) days if the child is in middle

school or high school.

B. Reporting Responsibility

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

1. That the child is truant.
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences.
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to [Minnesota Statutes, Section 120A.22](#) and parents or guardians who fail to meet this obligation may be subject to prosecution under [Minnesota Statutes, Section 120A.34](#).
4. That this notification serves as the notification required by [Minnesota Statutes, Section 120A.34](#).
5. That alternative educational programs and services may be available in the child's enrolling or resident district.
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy.
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under [Minnesota Statute Chapter 260C](#).
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to [Minnesota Statutes, Section 260C.201](#).
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one (1) day.

C. Habitual Truant

1. A habitual truant is a child who is at least twelve (12) years old and less than eighteen (18) years old under the age of 17 who is absent from attendance at school without lawful excuse ~~for seven school days per school year if the child is in elementary school or~~ for one or more class periods on seven (7) school days per school year if the child is in middle school or high school, or a child who is under the age of eighteen (18) seventeen (17) years of age who is absent from attendance at school without lawful excuse for one (1) or more class periods on seven (7) school days per school year and who has not lawfully withdrawn from

school under [Minnesota Statutes, section 120A.22](#), subdivision 8.

Pursuant to [Minnesota Statutes, section 260C.163](#), subdivision 11, habitual truant also means a child under age twelve (12) who has been absent from school for seven (7) school days without lawful excuse, based on the presentation of clear and convincing evidence that the child's absence is not due to the failure of the child's parent, guardian, or custodian to comply with compulsory instruction laws.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under [Minnesota Statutes Chapter 260A](#).

Policy 503 Student Attendance

Adopted: 02.26.2007; Updated: 12.2013, 12.2014; Substantive Update: 02.14.2022, 08.12.2024, 08.11.2025, INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

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

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Policy 509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

In alignment with the Northfield School District's strategic commitments to equity and stewardship, the district chooses to participate in the Enrollment Options Program (Open Enrollment) established by [Minnesota Statutes, section 124D.03](#). This policy sets forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The Northfield Board of Education authorizes the superintendent or their designee to approve applications for enrollment under the school district enrollment options program and enter into nonresident student attendance agreements with other school districts.

III. DEFINITION OF RESIDENCY

- A. Open Enrollment applications will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:
1. Space is available for the applicant under enrollment cap standards established by school board policy or other directives.
 2. In considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of:
(a) one percent of the total enrollment at each grade level in the school district; or
(b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with [Minnesota Statutes, section 124D.03](#).
 3. The applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. If the district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.
- C. The parent of a nonresident student with a disability not yet enrolled in kindergarten and not open enrolled in a nonresident district may elect, in the same manner as the parent of a resident student with a disability, a school in the nonresident district where the child is enrolled in a Head Start program or a licensed child care setting in the

nonresident district, provided the child can be served in the same setting as other children in the nonresident district with the same level of disability.

Under this paragraph, parents must demonstrate enrollment in a community preschool or childcare setting.

- D. A nonresident preschool aged child with a disability open enrolled in the district may be required to open enroll for kindergarten.

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application.

In addition to the provisions above, the school district may refuse to allow a pupil who is expelled under [Minnesota Statutes, section 121A.45](#) to enroll during the term of the expulsion if the student was expelled for:

1. Possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function.
2. Possessing or using an illegal drug at school or a school function.
3. Selling or soliciting the sale of a controlled substance while at school or a school function.
4. Committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application.

The district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. Previous academic achievement of a student.
2. Athletic or extracurricular ability of a student.
3. Disabling conditions of a student.
4. A student's proficiency in the English language.
5. The student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. Previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in ~~this~~ section IV.A of this policy.

C. Application.

The student and parent/guardian/caregiver must complete and submit the “General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) developed by MDE and available on its website.

The district may require a nonresident student enrolled in a program under [Minnesota Statutes, section 125A.13](#), or in a preschool program, except for a program under [Minnesota Statutes, section 124D.151](#) to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under [Minnesota Statutes, section 124D.151](#) to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent, ~~or~~ guardian or caregiver must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

D. Lotteries.

If a district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. The student's resident district does not operate a school building.
2. The municipality is located partially or fully within the boundaries of at least five school districts.
3. The nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality.
4. No other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the district lottery must be established by school board policy and posted on the district's website.

E. Exclusion.

1. **Administrator's initial determination.** If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. **Superintendent's review.** The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the [Minnesota Pupil Fair Dismissal Act](#) as warranted on a case-by-case basis.

F. Termination of Enrollment.

The district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to [Minnesota Statutes, section 124D.03](#) or [124D.08](#) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under [Minnesota Statutes, chapter 260A](#), and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under [Minnesota Statutes, section 120A.22, subdivision 8](#). The district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under [Minnesota Statutes, section 120A.22, subdivision 8](#).

A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the district will send to the student's parents a written notice of the district's belief that the student is not a resident of the district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to

provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Policy 509 ~~ENROLLMENT OF NONRESIDENT STUDENTS~~ Enrollment of Nonresident Students

Adopted: 09.27.2004; Updated: 05.2013, 12.2013, 12.2014, 06.20.2022; Substantive Update: 07.10.2023; Statutory Update: 10.28.2024

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

Legal References: Minn Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn Stat. § 124D.03 (Enrollment Options Program)
Minn Stat. § 125D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 125A.13 (School of Parents' Choice)
Minn. Stat. Ch. 260A (Truancy)
Minn Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005
WL 3111963 (Minn. Ct. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

530 IMMUNIZATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to require that all Northfield School District students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

II. GENERAL STATEMENT OF POLICY

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

III. STUDENT IMMUNIZATION REQUIREMENTS

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
1. A statement, from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (~~herinafter~~ hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards.
 2. A medical statement, affirming the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a home school shall submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV below, to the superintendent of the school district by Oct. 1 of the first year of their home schooling in Minnesota

and the grade 7 year.

- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- E. The district may allow a student transferring into a school a maximum of thirty (30) days to submit a statement specified in Section III.A. or III.B. above, or Section IV below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a district online learning course or program that delivers instruction to the person only online and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent/guardian of a minor student or an emancipated student submits a signed medical statement affirming the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists.
- B. The parent/guardian of a minor student or an emancipated student submits a ~~their~~ notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or emancipated student.

V. NOTICE OF IMMUNIZATION REQUIREMENTS

- A. The school district will develop and implement a procedure to:
 - 1. Notify parents and students of the immunization and exemption requirements by use of a form approved by the Minnesota Department of Health.

2. Notify parents and students of the consequences for failure to provide required documentation regarding immunizations.
 3. Review student health records to determine whether the required information has been provided.
 4. Make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.
- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

VI. IMMUNIZATION RECORDS

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Student immunization records maintained by the school district are generally considered education records subject to the Family Education Records and Privacy Act (FERPA). The school district may not disclose personally identifiable information (PII), including immunization records, without parent or eligible student consent unless a permissible exception applies.

Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by [Policy 515 Protection and Privacy of Pupil Records](#).

- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution as defined in [Minnesota Statutes, section 135A.14](#), the designated school district administrator shall ~~will~~ assist in the transfer of the student's immunization file to the postsecondary educational institution.

VII. OTHER

Within sixty (60) days of the commencement of each new school term, the district will forward a report to the Commissioner of the Minnesota Department of Education stating the number of students attending each school in the district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The district also will forward a copy of all exemption statements received by the district to the

Commissioner of the Minnesota Department of Health.

Policy 530 Immunization Requirements

Adopted: 11.13.2007; Updated: 04.2011, 05.2012, 06.20.2022; Substantive Update: INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)
Minn. Stat. § 121A.17 (School Board Responsibilities)
Minn. Stat. § 144.29 (Health Records; Children of School Age)
Minn. Stat. § 144.3351 (Immunization Data)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in Schools)
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)
McCarthy v. Ozark Sch. Dist., 359 F.3d 1029 (8th Cir. 2004)
Op. Atty. Gen. 169-W (Jan. 17, 1968)
Op. Atty. Gen. 169-W (July 23, 1980)

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

Resources: [MN Department of Health: School Health Personnel Immunization and Disease Reporting \(accessed 12.15.2025\)](#)

Policy 532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

I. PURPOSE

In alignment with its strategic commitments to people, equity, and partnerships, the purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from Northfield Public Schools' grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building-level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

- C. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.
- D. "Crisis team" DO we need to review the use of "crisis team" as we have many different types of response teams now, including medical response, behavior response, and building-wide even response teams. means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
- F. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.
- G. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.
- H. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team.

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention support plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the school resource officer or a peace officer.

B. Removal By School Resource Officer or Peace Officer.

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the school resource officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and ~~school district's policy~~ [Policy 515, Protection and Privacy of Pupil Records](#).

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted.

1. In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the school resource officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
2. In removing a student with an IEP from school grounds, school resource officers and school district personnel are further prohibited from engaging in the following conduct:
 - a. Corporal punishment is prohibited by [Minnesota Statutes, section 121A.58](#).
 - b. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain.

- c. Totally or partially restricting a child's senses as punishment.
 - d. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible.
 - e. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under [Minnesota Statutes Chapter 260E](#).
 - f. Physical holding (as defined above and in [Minnesota Statutes, section 125A.0941](#)) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso.
 - g. Withholding regularly scheduled meals or water.
 - h. Denying a child access to toilet facilities.
3. Any reasonable force used under [Minnesota Statutes, sections 121A.582; 609.06, subdivision 1](#); and [609.379](#) which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. Parental Notification.

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP.

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures.

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are

implementing the restrictive procedures have received the training required by [Minnesota Statutes, section 125A.0942, subdivision 5](#), and otherwise comply with the requirements of [Section 125A.0942](#).

G. Reporting to the Minnesota Department of Education (MDE).

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Policy 532 Use Of Peace Officers And Crisis Teams To Remove Students With IEPs From School Grounds

Adopted: 03.08.2004; Updated: 04.2011, 07.11.2011, 05.15.2013, 05.16.2016, 01.13.2020, INSERT DATE; Non-Substantive Updates: 02.08.2022, 10.03.2022; Statutory Update: 07.10.2023, 11.24.2024

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. § 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act)
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment and Prone Restraint)
MSBA/MASA Model Policy 507.5 (School Resource Officers)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Protection)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Policy 533 WELLNESS

I. PURPOSE

As required by the federal Healthy and Hunger Free Kids Act of 2010, the purpose of this policy is to set forth methods that promote student and staff wellness, prevent and reduce childhood obesity, and ensure that school meals and other food and beverages sold and otherwise made available on the Northfield Public Schools' campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

- A. The Board of Education recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good holistic health fosters student attendance and learning.
- B. The school environment should promote student and staff health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The district encourages the involvement of parents, caregivers, students, representatives of the child nutrition department, teachers, school health professionals, the board, school administrators, and the general public in the development, implementation, and periodic review and update of the district's wellness policy.
- D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.
- E. All students in grades E-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- F. Qualified child nutrition personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.
- G. For the purposes of this policy, the school day is defined as a regular school day by the school board-approved district academic calendar from midnight to 30 minutes after the end of the school day.

III. WELLNESS GOALS

A. Nutrition Promotion and Education

1. The district will encourage and support healthy eating by students and staff, and engage in nutrition promotion that is:
 - a. Offered as part of a comprehensive program designed to provide students and staff with the knowledge and skills necessary to promote and protect their health.
 - b. Part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate.
 - c. Enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
2. The district will encourage all students and staff to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities.
2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate.
3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.
4. The district will provide students whose families qualify for free or reduced priced meals through the National School Lunch Program with scholarships for athletic and community education classes that promote physical activities. The district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for these scholarships.

C. Communications with Parents

1. The district recognizes that parents, guardians, and caregivers have a primary role in promoting their children's health and well-being.
2. The district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
3. The district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The district will provide information about physical education and other school-based physical activity opportunities and will support family efforts to provide their children with opportunities to be physically active outside of school.

IV. STANDARDS AND NUTRITION GUIDELINES

A. School Meals

1. The district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations.
2. Child nutrition personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.
3. Child nutrition personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.
4. Child nutrition personnel will try to accommodate the needs of vegetarian/vegan students.
5. Child nutrition personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.
6. Child nutrition personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.
7. Child nutrition personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
8. The district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
9. The district will publish the process used to accommodate dietary restrictions due to allergies or intolerances on the child nutrition department website.
10. The district will schedule meal periods at appropriate times during the school day and make every effort to provide students with sufficient time to eat after sitting down for school meals.
11. The district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

B. School Food Service Program/Personnel

1. The district shall designate an appropriate person to be responsible for the district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. As part of the district's responsibility to operate a food service program, the district will provide continuing professional development for all child nutrition personnel in schools.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students and staff, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold à la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers. This does not include concession stand fundraisers held outside of school hours.
2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.
3. Before and Aftercare (child care) programs must also comply with the district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student and staff wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

~~[**Note: Up to two special event exceptions will be allowed at the Middle School, the High School, and the Area Learning Center per year. Two exceptions per grade level, per year, will be allowed at the Elementary Schools. These events will be determined by the building administrator and Wellness Committee Coordinator. These exceptions will be documented on our District Wellness procedures form and provided to the Director of Finance to determine if an expense is allowable under the wellness policy guidelines.]~~

- a. Celebrations and parties. The district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
- b. Classroom snacks brought by parents. The district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.

Up to two special event exceptions will be allowed at the Middle School, the High School, and the Area Learning Center per year. Two exceptions per grade level, per year, will be allowed at the Elementary Schools. These

events will be determined by the building administrator and Wellness Committee Coordinator. These exceptions will be documented on our District Wellness procedures form and provided to the Director of Finance to determine if an expense is allowable under the wellness policy guidelines.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.
3. Fundraising. The district will make available to parents and teachers a list of suggested healthy fundraising ideas.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion.
2. Schools will restrict food and beverages marketing to the promotion of only those foods and beverages that meet the Smart Snacks nutrition standards.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a district official to oversee the district's wellness activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.
2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the child nutrition department, teachers of physical education, school health professionals, the board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy.
2. The Wellness Coordinator will hold meetings, from time to time, for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy. All meeting dates and times will be posted on the district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the board, the wellness policy will be implemented throughout the district.
2. The district will post its wellness policy on its website, ~~to the extent it maintains a website.~~

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:
 - a. the extent to which schools under the jurisdiction of the district are in compliance with the wellness policy;
 - b. the extent to which the district's wellness policy compares to model local wellness policies; and
 - c. a description of the progress made in attaining the goals of the district's wellness policy.
2. The Wellness Coordinator will be responsible for conducting the triennial assessment.
3. The triennial assessment report shall be posted on the district's website or otherwise made available to the public.

D. Record Keeping

The district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The district's written wellness policy.
2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.
3. Documentation of the triennial assessment of the local school wellness policy for each school under the district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Notes:

- ~~All school districts that participate in the National School Lunch and School Breakfast Programs are required by the Healthy, Hunger-Free Kids Act of 2010 (Act) to have a wellness policy that includes standards and nutrition guidelines for foods and beverages made available to students on campus during the school day, as well as specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. The Act requires the involvement of parents, students, representatives of the child nutrition department, teachers of physical education, school health professionals, the school board, school administrators, and the public in the development, implementation, and periodic review and update of the wellness policy. The Act also requires a plan for measuring implementation of the policy and reporting wellness policy content and implementation issues to the public, as well as the designation of at least one person charged with responsibility for the implementation and oversight of the wellness policy to ensure the district is in compliance with the policy.~~
- ~~The Act requires that school districts have standards, selected by the district, for all foods available on the school campus during the school day with the objective of promoting student health and reducing childhood obesity. For foods and beverages sold to students during the school day on school campus, the Act requires that districts also have nutrition guidelines.~~
- ~~The Act specifically requires that this wellness policy contain standards and nutrition guidelines for all foods and beverages sold to students during the school day that are consistent with the meal requirements for lunches and after-school snacks set forth in 7 Code of Federal Regulations Section 210.10 and the meal requirements for breakfasts set forth in Code of Federal Regulations Section 220.8.~~

Policy 533 Wellness

Adopted: 05.22.2006; Updated: 03.11.2013, 05.2013, 05.08.2017, 08.13.2018, 06.20.2022, 10.03.2022, 05.28.2024, INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References:

Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources:

Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

Policy 535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish equitable parameters for the use of service animals by students, employees, and visitors within Northfield School District buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform “work or tasks” for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual’s disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A “handler” is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, “handler” means the person who cares for and supervises the animal on that individual’s behalf. District personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. “Work or tasks” are those functions performed by a service animal.
2. Examples of “work or tasks” include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and

helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right:
 1. To be present on district property or in district facilities.
 2. To attend or participate in a school-sponsored event, activity, or program.
 3. To be transported in a vehicle that is operated by or on behalf of the district.
- B. It is an unfair discriminatory practice to prohibit a person with a disability from taking a service animal into ~~the~~ a public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.
- C. The district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any district building.
- D. When an individual with a disability brings a service animal to a district property, district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 1. Is the service animal required because of a disability?
 2. What work or tasks is the service animal trained to perform?
- E. District employees shall not make these inquiries of an individual with a disability bringing a service animal to district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI. below.

- F. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.
- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the [Approval Request Form](#) to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. District employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior.
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity.
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.
- B. If the service animal is properly excluded, the district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features.
- B. Whether the handler has sufficient control of the miniature horse.
- C. Whether the miniature horse is housebroken.
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the district that he or she is allergic to a service animal, the district will balance the rights of the individuals involved. In general, allergies that are not life

threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on district property.
- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Policy 535 Service Animals in Schools

Adopted: 01.13.2020; Updated: INSERT DATE; Substantive Update: 11.25.2024

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104 (ADA Regulations)
28 C.F.R. § 35.130(b)(7) (ADA Regulations)
28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations)
Minn. Stat. § 363A.19 (Discrimination Against Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

Policy 540 ACCESS TO CURRICULAR AND CO-CURRICULAR SCHOOL PROGRAMS

I. PURPOSE

The purpose of this policy is to define the terms of access to curricular and co-curricular school programs by students who are not enrolled in the Northfield School District.

II. GENERAL STATEMENT OF POLICY

The district allows reasonable access to curricular and co-curricular school programs by students attending private, home, and charter schools. Applications for access to such programs shall be submitted to the school administrator overseeing the course or program. Access to school district programs by students not enrolled in the district requires payment of a fair share fee. Application approval will be on a space-available basis. Students accessing curricular and co-curricular programs must comply with all district policies and program requirements, including immunizations as referenced in [Policy 530](#).

Policy 540 Access to Curricular and Co-Curricular School Programs

Adopted/Renumbered: 01.26.2009; Updated: 06.20.2022, INSERT DATE

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

Policy 560 MEMORIALS

I. PURPOSE

The Northfield School District recognizes that the loss of a student has a great impact on students, staff, and families belonging to the school community. Further, the district recognizes that decisions made about memorials immediately after traumatic events may not take into full consideration the potential impacts to students, staff, and community members. The purpose of this policy is to assist staff, students, and families impacted by a death by providing guidelines for decision-making regarding memorials, and memorial-related activities.

II. GENERAL STATEMENT OF POLICY

- A. While the district wants to support students and staff who are grieving a loss, memorials can be an ongoing reminder of a traumatic event and can be impossible for students to avoid when located on school property or included in schoolwide events.
- B. The superintendent or their designee shall develop [procedures](#) governing public memorials.

III. DEFINITIONS

- A. “Memorials” mean objects of or activities meant to remember an event or deceased person(s).

Policy 560 Memorials

Adopted: 05.23.2013; Updated: 06.20.2022, INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Policy 655 SCHOOL VOLUNTEERS

I. PURPOSE

In accordance to the district's strategic commitment to partnerships, volunteers are a valuable resource to the Northfield School District in assisting with and/or enhancing the educational experience for our students. They are an important and welcome part of the educational process. This policy outlines the background screening standards and administrative oversight of the effective use and appropriate conduct of volunteers.

II. GENERAL STATEMENT OF POLICY

~~Volunteers are an integral part of the district's success.~~ District departments and schools will recruit and schedule volunteers as needed. School staff who wish to bring in a volunteer must receive prior approval of the principal, building administrator or relevant district administrator.

School volunteers are expected to meet the same background check standards ~~high standards of conduct~~ as school staff, as listed in Policy 404, ~~in their interactions with students and adults in the schools~~ and must pass an annual volunteer background check, which follows Policy 404's Background Screening Standards. It shall be the supervising administrator's responsibility to monitor all volunteers in the building and to assess their effectiveness. The supervising administrator may shift or discontinue a volunteer when, in their opinion, the volunteer is not contributing positively to the educational experience of students.

Policy 655 School Volunteers

Adopted: 12.10.2007; Updated: 11.28.2022, INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Cross Reference: Policy 404 Employment Background Checks

Policy 701 ESTABLISHMENT, ADOPTION AND MODIFICATION OF SCHOOL DISTRICT BUDGET

I. PURPOSE

In alignment with the district's strategic commitments to stewardship and communication, the purpose of this policy is to establish lines of authority and procedures for the establishment of Northfield Public Schools' revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

Budget planning is an integral part of program planning. The annual budget will effectively express and implement school board goals and the priorities of the school district. The school district shall establish its revenue and expenditure budgets in accordance with the applicable provisions of law.

III. REQUIREMENTS

- A. The superintendent or designee shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The superintendent or designee shall annually prepare a budget development calendar for review and adoption by the school board. ~~The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.~~ When projected expenditures exceed projected revenues, the school board may consider use of an available fund balance, if one exists.
- B. ~~The school district must maintain separate accounts to identify revenues and expenditures for each building.~~ Expenditures shall be reported in compliance with ~~state statutes~~ Minnesota Statutes, section 123B.76.
- C. Prior to July 1 of each year, the school board must ~~shall~~ approve and adopt its ~~initial~~ revenue and expenditure budgets for the next school year. The ~~adopted expenditure~~ budget document so adopted must ~~shall~~ be considered ~~the school board's~~ an expenditure-authorizing or appropriations document ~~authorization for that school year~~. No funds ~~may~~ shall be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district ~~shall~~ must publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and

fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner of the Minnesota Department of Education (Commissioner) within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement ~~shall~~ must be included in the publication that, upon request to the superintendent, the complete budget in detail may be inspected by any resident of the school district. ~~A summary of this information and the address of the school district's website where the information can be found must be published in a newspaper of general circulation in the school district.~~ At the same time as this publication, the school district shall publish the other information required by state statutes.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district shall also post the materials specified in Paragraph III.D. above in a conspicuous place on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or their designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required

relating to initial allocations of revenue, reallocations of revenue and expenditures of funds.

V. MODIFICATION

- A. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision.
- B. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.
- C. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

Policy 701 Establishment, Adoption and Modification of School District Budget

Adopted: 12.08.2008; Updated: 04.2012; Non-Substantive Update: 10.03.2022; Substantive Update: 02.24.2025, INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)

NORTHFIELD PUBLIC SCHOOLS

School Board Minutes

May 11, 2026

District Office Board Room

1. Call to Order

School Board Chair Claudia Gonzalez-George called the regular meeting of the Board of Education of Independent School District No. 659 to order at 6:00 p.m. Present: Butler, Epstein, Goerwitz, Gonzalez-George, Miller, Nelson, and Quinnell. Absent: None. This meeting was open to the public, live-streamed and recorded, and access to the recording was posted on the school district website.

2. Agenda Approval/Table File

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

3. Public Comment

There were no public comments.

4. Announcements and Recognitions

- Ella Welp, a sophomore at Northfield High School, recently submitted her “Self Portrait” acrylic painting to the 2026 Congressional Art Competition. Congresswoman Angie Craig called Ella directly to tell her that she won first place. Ella’s painting will be on display at the United States Capitol building in Washington, D.C. for the next 11 months, and she will fly to D.C. this coming summer for the celebration honoring her and other winners from across the United States.
- Congratulations to Northfield High School Wrestlers Caley Graber, Caden Staab, and Zane Engels, who earned first-team Academic All State from the Minnesota Wrestling Coaches Association.
- Northfield High School freshman Audrey Brien earned the rare honor of performing on a violin from the Violins of Hope collection at the Greater Twin Cities Youth Symphonies Spring Concert on May 10, 2026 at Orchestra Hall. The instrument she played belonged to Sandor Fisher, a Romanian-born musician who brought his violin with him when he was interned at a Nazi forced labor camp during the Holocaust. Selected through an essay competition, Audrey extended her commitment beyond the concert hall by bringing the historic violin to Northfield, sharing its story with her orchestra classmates.

5. Items for Discussion and Reports

- a. Teamworks Demographic Study Report. Sheri Allen with Teamworks presented the demographic study of the Northfield School District, which was completed in January 2026.
- b. Prairie Creek Community School Contract Renewal. Daryl Kehler, the district’s charter school authorizer, reviewed the process to renew Prairie Creek Community School’s contract. The district’s authorizer contract with Prairie Creek Community School expires on June 30, 2026. This will be an item for individual action at the May 26, 2026 meeting.

6. Consent Agenda

On a motion by Nelson, seconded by Epstein, the board unanimously approved the consent agenda.

- a. Minutes. Minutes of the regular school board meeting held on April 27, 2026, the special school board meeting held April 29, 2026, and the special school board meeting held May 4, 2026.
- b. Gift Agreements. Gift agreements included in the board packet.
- c. Policy Revisions. The updates to policies 211, 401, 405, 406, 418, 420, 427, 520, 616, 619, and 620 quote directly from new Minnesota laws and other legal sources and create non substantive changes to existing policies or are clerical updates that do not affect the substance of a policy. These updates are 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 revisions presented. These policies will continue to be evaluated as scheduled in the board’s policy review cycle.

d. Personnel Items.

i. Appointments

1. Madeline Aman, Summer Plus Site Assistant for 6 hours/day at Greenvale Park beginning 6/17/2026-7/30/2026. Step 2, \$19.37/hr.
2. Caroline Ash, Summer Plus Club Leader for 6 hours/day at Greenvale Park beginning 6/17/2026-7/30/2026. Step 2, \$20.73/hr.
3. Eli Cullen McLeod, 1.0 FTE Mathematics Teacher at the High School beginning 8/27/2026. MA, Step 7.
4. Stephanie Ennis, Summer Plus Teacher for 6 hours/day at Greenvale Park beginning 6/17/2026-7/30/2026. \$40/hr.
5. Mackenzie Glassing, .7 FTE Art Teacher at Spring Creek beginning 8/27/2026. BA, Step 4.
6. Bridget Luckman, General Education Lunchroom Supervisor EA for 2 hours/day at Bridgewater beginning 5/6/2026-6/10/2026. General Education - Step 1, \$19.79/hr.
7. Alvaro Martinez Jr., Summer Plus Site Assistant for 6 hours/day at Greenvale Park beginning 6/17/2026-7/30/2026. Step 1, \$18.78/hr.
8. Brekken Modory, .5 FTE English/Language Arts Teacher at the High School beginning 8/27/2026. BA, Step 1.
9. Shawna Molloy, .75 FTE Long-Term Substitute Special Education Resource Room Teacher at Spring Creek beginning 5/14/2026-6/10/2026. MA, Step 6.
10. Hennessy Momberg, Lifeguard for Community Education/Recreation beginning 5/5/2026-5/31/2026. Step 2, \$15.29/hr.
11. Mary Roseen, 1.0 FTE School Psychologist at Spring Creek/District-Wide beginning 8/27/2026. MA+40, Step 6.
12. Elaine Sanchez, Summer Blast Site Assistant for 6 hours/day at the Middle School beginning 6/17/2026-7/30/2026. Step 3, \$20.03/hr.
13. Madeline Steinhoff, Summer Plus Teacher for 6 hours/day at Greenvale Park beginning 6/17/2026-7/30/2026. \$40/hr.
14. Kelsey Walock, Summer Blast Club Leader for 6 hours/day at the Middle School beginning 6/17/2026-7/30/2026. Step 4, \$22.33/hr.
15. Natalie Barsness, Summer Lifeguard for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 1, \$15.02/hr.
16. Toni Berghoff, Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek beginning 6/3/2026-9/4/2026. Step 4, \$20.72/hr.
17. Carter Borovsky, Summer Instructor Lead for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$16.37/hr.
18. Mae Bowers, Summer Instructor Lead for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 1, \$16.10/hr.
19. Lexi Canedy, Special Education SOAR Teacher at Greenvale Park beginning 8/27/2026-6/11/2027. BA, Step 1.
20. Elise Eichers, Summer KidVentures ASL Interpreter for up to 40 hrs/week at Spring Creek beginning 6/3/2026-8/26/2026. Level B, Step 2 - \$27.77/hr.
21. Miriel Ennis, Summer Instructor Assistant for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$15.29/hr.
22. Claire Forbord, Summer Instructor Assistant for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 1, \$15.02/hr.
23. Ani Gottfried, Summer Intern for Community Education/Recreation beginning 5/26/2026-8/31/2026. \$17.18/hr.
24. Maria Hegland, Summer Instructor Lead for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 3, \$16.64/hr.
25. Lydia Hershberger, Summer Instructor Lead for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 3, \$16.64/hr.
26. Hollis Holden, Summer Instructor Lead for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$16.37/hr.
27. Katherine LaCanne, Summer Instructor Lead for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 3, \$16.64/hr.
28. Kasie Larsen, Summer Water Safety Instructor for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$17.45/hr.
29. Edythe Malecha, Summer KidVentures Student Site Assistant for up to 40 hrs/week at Spring Creek beginning 6/3/2026-9/4/2026. Step 2, \$16.88/hr.
30. Makena Malecha, Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek beginning 5/18/2026-9/4/2026. Step 2, \$19.37/hr.
31. Atticus Mayer, Summer Lifeguard for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$15.29/hr.

32. Eleanor Otting, Summer Water Safety Instructor for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$17.45/hr.
 33. Graham Peterson, Summer Instructor Assistant for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$15.29/hr.
 34. Lydia Rosenhamer, Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek beginning 6/3/2026-9/4/2026. Step 2, \$19.37/hr.
 35. Raine Scheuble, Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek beginning 6/3/2026-9/4/2026. Step 2, \$19.37/hr.
 36. Samuel Stier, Summer Instructor Assistant for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 1, \$15.02/hr.
 37. Ryland Updike, Summer Instructor Lead for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 3, \$16.64/hr.
 38. Annaliese Walker, Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek beginning 6/3/2026-9/4/2026. Step 1, \$18.71/hr.
 39. Aidan Wallig, Summer Lifeguard for Community Education/Recreation beginning 6/3/2026-8/31/2026. Step 2, \$15.29/hr.
 40. Clara Wilson, Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek beginning 6/3/2026-9/4/2026. Step 1, \$18.71/hr.
- ii. Increase/Decrease/Changes in Assignment
1. Kari Adelman, Long-Term Substitute Special Education EA/PCA at Spring Creek, add ESY EA/PCA for up to 3.5 hrs/day at the NCEC beginning 6/25/2026-7/24/2026.
 2. Shane Baier, .75 FTE MTSS Instructional Coach for the District, change to 1.0 FTE High School Interim Principal for 192 work days effective 7/1/2026-6/11/2027. Step 4.
 3. Jennifer Bowens, Special Education EA/PCA for 6.75 hrs/day at the Middle School, change to 6.91 hrs/day effective 5/4/2026-6/10/2026.
 4. Katie Casson, Assistant Knowledge Bowl Advisor at the High School, change to Knowledge Bowl Advisor effective 9/8/2026. \$5,090 stipend.
 5. Robert Coleman, General Ed EA for 5 hrs/day and Special Ed EA for 0.5 hrs/day at Spring Creek, change to General Ed EA for 7 hrs/day effective 8/27/2026.
 6. Correction: Thomas Dickerson, Special Education Teacher at the High School, add ESY Special Education Teacher for up to 5.75 hrs/day at Greenvale Park effective 6/25/2026-7/17/2026. Lane/step.
 7. Sean DuBe, 1.0 FTE Dean of Students at the High School, change to 1.0 FTE Interim High School Assistant Principal for 192 work days effective 7/1/2026-6/11/2027. Step 1.
 8. Rebekka Flickinger, Special Education SOAR Teacher at Spring Creek, change to Grade 5 Teacher effective 8/27/2026.
 9. Becky Gaaney, Substitute Teacher for the District, add Spring Screening Proctor for up to 40 hours for the District effective 5/11/2026-5/29/2026. Licensed substitute rate of pay.
 10. Ana Gallego, Special Education EA/PCA at Greenvale Park, add Summer Plus Club Leader for 6 hrs/day at Greenvale Park effective 6/17/2026-7/30/2026. Step 4, \$22.33/hr.
 11. Mary Hotz Zenk, 1.0 FTE FACS Teacher at the High School, add ABE Teacher for up to 4 hrs/week at the NCEC effective 8/24/2026. Lane/step.
 12. Kristin Johnson, Long-Term Substitute EL Teacher at Greenvale Park, add Summer Plus Teacher for 6 hrs/day at Greenvale Park effective 6/17/2026-7/30/2026. \$40/hr.
 13. Gail Kohl, Substitute Teacher for the District, add Spring Screening Proctor for up to 40 hours for the District effective 5/11/2026-5/29/2026. Licensed substitute rate of pay.
 14. Hope Langston, .25 FTE Instructional Systems Data Coach for the District, add Spring Screening Proctor for up to 40 hours for the District effective 5/11/2026-5/29/2026.
 15. Catherine Lovrien, Teacher at the Middle School, add Summer Blast Teacher for 6 hrs/day at the Middle School effective 6/17/2026-7/30/2026. \$40/hr.
 16. Angie Lynch, Teacher at the ALC, add ALC Boundary Waters Teacher for up to 32 hours effective 6/15/2026-6/18/2026. Lane/step.
 17. Nicole Papke, .5 FTE Title I Teacher at Greenvale Park, add Spring Screening Proctor for up to 40 hours for the District effective 5/11/2026-5/29/2026.
 18. Christine Peterson, Teacher at the High School, add Summer Blast Teacher for 6 hrs/day at the Middle School effective 6/17/2026-7/30/2026. \$40/hr.
 19. Andrea Robbins, 1.0 FTE Early Childhood Special Education Coordinator at the NCEC, position reduced/eliminated effective 6/30/2026.
 20. Anita Sasse, Teacher at Spring Creek, add Summer Plus Teacher/Substitute for 3 hrs/day at Greenvale Park effective 6/17/2026-7/30/2026. \$40/hr.
 21. John Scheil, .6 FTE Gen Ed Physical Education and .15 DAPE Teacher at Greenvale Park, change to .65 FTE Gen Ed Physical Education and .15 DAPE Teacher for a total of .80 FTE effective 8/27/2026.
 22. Eric Swan-McDonald, Teacher at the ALC, add ALC Boundary Waters Teacher for up to 40 hours effective 6/12/2026-6/18/2026. Lane/step.

23. Sarah Swan-McDonald, Social Studies Teacher at the High School, change to MTSS Building Lead Interventionist effective 8/27/2026.
 24. Alicia Veltri, Special Education Instruction & Inclusion Coach for 194 work days/year, change to 187 work days/year effective 8/27/2026.
 25. Wendy Apitz, KidVentures Site Assistant for up to 10 hrs/week at Greenvale Park, change to Summer KidVentures Site Assistant on call, as needed at Spring Creek effective 6/11/2026-8/26/2026.
 26. Lily Becker, KidVentures Site Assistant for up to 28.5 hrs/week at Bridgewater, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-8/26/2026.
 27. Lucy Bell, KidVentures Site Assistant for up to 12 hrs/week at Spring Creek, change to Summer KidVentures Site Assistant on call, as needed at Spring Creek effective 6/11/2026-8/26/2026.
 28. Dylan Besch, KidVentures Student Site Assistant for up to 15 hrs/week at Greenvale Park, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-8/26/2026.
 29. Isabella Bisel, KidVentures Student Site Assistant for up to 15 hrs/week at Bridgewater, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026. Step 3, \$20.03/hr.
 30. Amy Boecker, EA at the NCEC and Substitute KidVentures Site Assistant, add Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-8/26/2026.
 31. Carter Borovsky, Summer Instructor Lead for Community Education/Recreation, add Summer Instructor Assistant effective 6/3/2026-8/31/2026. Step 2, \$15.29/hr.
 32. Amelia Brandt, KidVentures Site Assistant for up to 28.5 hrs/week at Bridgewater, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026.
 33. Owen Brownlee, KidVentures Student Site Assistant for up to 15 hrs/week at Spring Creek, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026. Step 2, \$19.37/hr.
 34. Seth Buckmeier, KidVentures Student Site Assistant for up to 15 hrs/week at Bridgewater, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026. Step 2, \$19.37/hr.
 35. Taylor Choudek, .594 FTE Early Childhood Teacher at the NCEC, change to .619 FTE effective 9/14/2026.
 36. Jordan Defries, KidVentures Student Site Assistant for up to 15 hrs/week at Greenvale Park, change to Summer KidVentures Site Assistant for up to 40 hrs/week at Spring Creek effective 6/11/2026-9/4/2026. Step 2, \$19.37/hr.
 37. Lydia Hershberger, Summer Instructor Lead for Community Education/Recreation, add Summer Instructor Assistant effective 6/3/2026-8/31/2026. Step 3, \$15.56/hr.
 38. Juley Jenkinson, Media EA for 5.5 hrs/day plus .25 hrs/day supervisory at Spring Creek, change to Media EA for 5.5 hrs/day plus .5 hrs/day supervisory and 1.0 hrs/day literacy support for a total of 7.0 hrs/day at Spring Creek effective 8/27/2026.
 39. Karen Lane, Substitute Teacher for the District, add Spring Screening Proctor for up to 40 hours for the District effective 5/11/2026-5/29/2026. Licensed substitute rate of pay.
 40. Scott Stanina, Teacher at the High School, add .5 FTE Assistant Knowledge Bowl Advisor effective 9/8/2026. \$1,131 stipend.
 41. Aidan Wallig, Summer Lifeguard for Community Education/Recreation, add Summer Instructor Assistant effective 6/3/2026-8/31/2026. Step 2, \$15.29/hr.
- iii. Leave of Absences
1. Taylor Choudek, Teacher at the NCEC, leave of absence beginning approximately 9/14/2026 and continuing through 1/1/2027.
 2. Stacey Garry, Special Education EA at Spring Creek, extend leave of absence through 6/10/2026.
 3. Leslie Miller Gordinier, Special Education Teacher at Bridgewater, FMLA leave of absence beginning 5/12/2026 and continuing on an intermittent basis for up to 60 work days.
- iv. Retirements/Resignations/Terminations
1. Camila Donoso Pena, School Psychologist at Spring Creek, resignation effective 6/10/2026.
 2. Lori Malecha, Child Nutrition Manager I at Spring Creek, retirement effective 6/30/2026.
 3. David Pennock, Special Education EA/PCA at the Middle School, resignation effective 5/7/2026.
 4. Mason Zick, Assistant Boys Basketball Coach at the High School, resignation effective 5/8/2026.
- v. Advancement of Probationary Licensed Staff
- Advancement of Licensed Staff to Tenure Status for 2025-2026 - tenure status at 1.0 FTE unless otherwise noted
1. Claudia Dreyer - .49 FTE
 2. Rebekka Flickenger
 3. Lydia Guthridge
 4. Monica Irwin
 5. Ann Kruse
 6. Rachael Langer
 7. Thomas Lichty
 8. Thomas O'Keefe
 9. Courtney Olukiran
 10. Allyson Rock
 11. Kasey Storandt
 12. Rachael Thompson
 13. Stephanie Trembl

14. Hayden Wahlstrom

Advancement of Licensed Staff to Third Year Probationary Status for 2026-2027

- 1. Madison Anderson
- 2. Kaitlin Bell
- 3. Brooke Bevans
- 4. Andria Cornell*
- 5. Natalie Jaeger*
- 6. Meghan Karsky
- 7. Andrea Lang
- 8. Nancy Veverka

Advancement of Licensed Staff to Second Year Probationary Status for 2026-2027

- 1. Emily Makitalo

* MOU with the Northfield Education Association (NEA) is in place.

vi. District Administration recommends approval of the following employment agreements covering the period of July 1, 2026 through June 30, 2028:

- 1. Confidential Employees
- 2. District Administrators
- 3. Office Employees

7. Items for Individual Action

- a. Revised 2025-26 Community Education Fund Budget. On a motion by Butler, seconded by Miller, the board unanimously approved the revised 2025-26 Community Education Fund budget with revenues of \$4,197,580 and expenditures of \$4,377,321. This budget revision was presented at the April 13, 2026 board meeting.
- b. Proposed 2026-27 Budgets - All Funds. On a motion by Miller, seconded by Goerwitz, the board unanimously approved the proposed 2026-27 budgets as presented. The individual funds have been presented and reviewed in detail at school board meetings over the past few months. A summary of revenue and expenditure amounts are listed below.

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
General Fund	\$ 71,316,201	\$ 71,246,532
Child Nutrition	\$ 2,997,889	\$ 3,311,079
Community Education	\$ 4,525,330	\$ 4,504,427
Construction Fund	\$ 2,625,000	\$ 13,550,463
Debt Service	\$ 9,884,522	\$ 9,049,209
Internal Service	\$ 12,103,783	\$ 12,077,211

- c. Resolution for Termination and Non-Renewal of Probationary Licensed Staff. On a motion by Epstein, seconded by Butler, the board adopted by roll call the resolution related to the termination and non-renewal of the teaching contract of the following probationary licensed teachers effective at the close of the 2025-2026 school year. Voting “yes” were Butler, Epstein, Goerwitz, Miller, Nelson, Quinnell, and Gonzalez-George. No one voted “no.”

<u>Name</u>	<u>FTE</u>	<u>Position</u>
Miller, Erik	0.80 FTE	Social Studies - High School

8. Items for Information

- a. Construction Update No. 26. Superintendent Hillmann provided an update on the NHS construction project.
- b. Enrollment Report. Superintendent Hillmann reviewed the May 2026 enrollment report.
- c. Superintendent Search Update. Board Clerk Maggie Epstein gave a final update on the superintendent search.
- d. Later School Start Times Update. At the April 27, 2026 meeting, the board decided to extend the later school start times discussion timeline. A board work session will be held on Thursday, May 14, 2026 at 5:15 p.m. in the Northfield DO Boardroom. The work session will be open to the public, livestreamed, and recorded.

- e. Graduation Dates. The ALC graduation is scheduled for 6:00 p.m. on Thursday, June 4 in the Middle School Auditorium. Northfield High School's graduation is scheduled for 2:00 p.m. on Sunday, June 7 at Memorial Field.

9. Future Meetings

- a. Thursday, May 14, 2026, 5:15 p.m., Work Session, Later School Start Times, Northfield DO Boardroom
- b. *Tuesday, May 26, 2026, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
*Note that Monday, May 25, 2026 is Memorial Day
- c. Thursday, June 4, 2026, 6:00 p.m., ALC Graduation, Northfield Middle School Auditorium
- d. Sunday, June 7, 2026, 2:00 p.m., High School Graduation, Memorial Field
- e. Monday, June 8, 2026, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

10. Adjournment

On a motion by Quinnell, seconded by Nelson, the board unanimously approved to adjourn the meeting at 6:57 p.m.

Maggie Epstein
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 below:

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: Maggie Epstein, Clerk

Date of the bequest, donation, or gift:	Amount:	Who the bequest, donation, or gift is from:	What the bequest, donation, or gift is for:
5/5/2026	\$45.00	Alli Mode	NMS Gr. 8 Valleyfair Donation
5/5/2026	\$15.00	Julie Omalza	NMS Gr. 8 Valleyfair Donation
5/5/2026	\$5.00	Julia Strand	SC 2nd Gr. Rice County Museum of History
5/5/2026	\$5.00	Zander Abbott	SC 2nd Gr. Rice County Museum of History
5/6/2026	\$4.00	Katie Jacobi	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/6/2026	\$4.00	Sean Tonko	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/6/2026	\$15.00	Katie HInderscheid	NMS Gr. 8 Valleyfair Donation
5/6/2026	\$5.00	Kathie Vrieze	NMS Gr. 8 Valleyfair Donation
5/6/2026	\$20.00	Kiara Jorgenson	NMS Gr. 8 Valleyfair Donation
5/6/2026	\$15.00	Sean Stiras	NMS Gr. 8 Valleyfair Donation
5/6/2026	\$45.00	Randall Purcell	NMS Gr. 8 Valleyfair Donation
5/6/2026	\$10.00	Jessica Meredith	SC 1st Grade MN Zoo
5/6/2026	\$10.00	Katie Hausen	SC 1st Grade MN Zoo
5/6/2026	\$10.00	Meg Witt	SC 1st Grade MN Zoo
5/6/2026	\$10.00	Christopher Schultz	SC 2nd Gr. Rice County Museum of History
5/6/2026	\$10.00	Matt Tschida	SC 2nd Gr. Rice County Museum of History
5/6/2026	\$10.00	Nick Paulson	SC 2nd Gr. Rice County Museum of History
5/6/2026	Used Holton Trumpet	Ellen Haefner	For use by NMS students
5/6/2026	\$2,000.00	Angela Storlie / Chris Fink Memorial	Chris Fink Memorial Scholarship
5/7/2026	\$4.00	Jessie Skobrak	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/7/2026	\$4.00	Michelle Wood	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/7/2026	\$4.00	Jacqueline Keul	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/7/2026	\$4.00	Jeremy Loebach	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/7/2026	\$10.00	Emily Orser	SC 1st Grade MN Zoo
5/7/2026	\$5.00	Karin Jokela	SC 2nd Gr. Rice County Museum of History
5/7/2026	\$100.00	Kendall George & Claudia Gonzalez-George	Cinco de Mayo
5/7/2026	\$12.00	Deborah Russell	Cinco de Mayo
5/7/2026	\$500.00	Professional Dental Group	Cinco de Mayo
5/7/2026	\$645.00	College City Beverage	Adult Softball League
5/8/2026	\$4.00	Peder Jothen	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/8/2026	\$4.00	Cole Quinnell	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/8/2026	\$4.00	Mandy Everhart	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/8/2026	\$4.00	Amanda Volden	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/8/2026	\$4.00	George Cusack	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/8/2026	\$4.00	Kristin Knutson	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/8/2026	\$4.00	Anne Sween LeVan	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip

Date of the bequest, donation, or gift:	Amount:	Who the bequest, donation, or gift is from:	What the bequest, donation, or gift is for:
5/8/2026	\$4.00	Brittany Keeley	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/8/2026	\$10.00	Megan Wilt	SC 2nd Gr. Rice County Museum of History
5/8/2026	\$10.00	Matthew Peterson	SC 2nd Gr. Rice County Museum of History
5/9/2026	\$4.00	Nicole Krawczyk	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/9/2026	\$5.00	Jacqueline Keul	SC Gr. 5 Track & Field Day / River Bend Nature Center Field Trip
5/10/2026	\$4.00	Chris Argentina	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/10/2026	\$4.00	Stacy Fox	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/10/2026	\$4.00	Sarah Titus	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/10/2026	\$50.00	Helen Clarke	NMS 8th Grade Fun Fest Donations 2026
5/11/2026	\$4.00	Kevin Duty	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Alyssa McDonald	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Stacy Sandquist	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Nadine Bartolo	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Emily Carroll	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Nicole Olson	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Heather Prokes	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Megan Parker	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Sarah Wolter	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Bethany Dickey	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/11/2026	\$4.00	Bethany Dickey	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/11/2026	\$50.00	Sybil Betsinger	NMS 8th Grade Fun Fest Donations 2026
5/11/2026	\$10.00	Sarah Kingsley	SC 2nd Gr. Rice County Museum of History
5/12/2026	\$4.00	Cherilyn Stanford	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/12/2026	\$4.00	Cari Hales	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/12/2026	\$20.00	Cherilyn Stanford	NMS 8th Grade Fun Fest Donations 2026
5/12/2026	\$25.00	Elizabeth Winter	NMS 8th Grade Fun Fest Donations 2026
5/13/2026	\$4.00	Theresa Bauman	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/14/2026	\$6.00	Michael Parrell	GVP 1st Grade MN Zoo
5/14/2026	\$6.00	Vanessa Matulionis	GVP 1st Grade MN Zoo
5/14/2026	\$7.00	Marita Stryker	GVP Grade 4 Ordway Field Trip-2026
5/14/2026	\$4.00	Thomas Bergs	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/14/2026	\$4.00	Julie Moyer	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/14/2026	\$4.00	Mina Kinukawa	MS Gr. 7: Team 2 Northfield Historical Museum Field Trip
5/14/2026	\$25.00	Amber Damm	NMS 8th Grade Fun Fest Donations 2026
5/15/2026	\$6.00	Christina Smith-Lee	GVP 1st Grade MN Zoo
5/15/2026	\$6.00	Jennifer Pflager	GVP 1st Grade MN Zoo

Date of the bequest, donation, or gift:	Amount:	Who the bequest, donation, or gift is from:	What the bequest, donation, or gift is for:
5/15/2026	\$6.00	Heriberto Vazquez Delgado	GVP 1st Grade MN Zoo
5/15/2026	\$15.00	Martin Cabiro	GVP Grade 5 Bowling
5/15/2026	\$4.00	Emileana Graupmann	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/15/2026	\$4.00	Sarah Belcourt	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/15/2026	\$4.00	Allison Sweeney	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/15/2026	\$10.00	Lance Koenig	SC 2nd Gr. Rice County Museum of History
5/15/2026	\$645.00	Lonsdale Window Works	Adult Softball League
5/15/2026	\$100.00	Merchants Bank	Cinco de Mayo Scholarship
5/15/2026	\$200.00	AvidXchange Inc-Frandsen Bank & Trust	Cinco de Mayo Scholarship
5/15/2026	\$500.00	HomeTown Credit Union	Adult Softball League Donation
5/16/2026	\$4.00	Heather Poepping	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/17/2026	\$4.00	Kelly Piker	MS Gr. 7: Team 1 Northfield Historical Museum Field Trip
5/15/2026	250	Uriah Peterson	2026-2027 Mrs. Holden Classroom Donation
5/18/2026	\$500	Northfield Healthy Community Initiative	Senior celebration donation
5/18/2026	\$2,500	Veteran of Foreign Wars - Post-#4393	Scholarship for 3 students - 2 - \$1000 & 1 - \$500
5/19/2026	\$1,000	Cardinal City Glass Company	Scholarships for 2 students - \$500 each



Northfield Public Schools
Northfield, MN

EXTENDED FIELD TRIP FORM

Staff Member(s) Responsible (Name and phone): Hannah Ames

School and Program: Northfield High School
French

612-940-9757

Date of Requested Trip: May 28-31, 2027

1. What group is taking this trip? Open to French Students

2. Estimated # of Students: 12 # Adult Supervisors: 1-2

3. Destination: Quebec City, Canada

4. Date/Time of Departure: 5/28/27

5. Date/Time of Return: 5/31/27

6. State purpose and/or educational value of trip (attach information to form if needed).

language + cultural exposure to French + Francophone culture

WL Standards: 1.1, 1.2, 3.2, 5.1, 5.2

7. Name the manner of travel and the carrier.

Flight; likely Air Canada

8. State housing arrangements (must include name, address and phone number of hotel).

Hotel - unknown as of 5/7/26

9. List of coach, parent or guardian contact info. (Attach)

10. List participants (reminder to have participants complete parent/guardian permission form if applicable). (Attach)

11. Indicate who will be in charge of supervising the trip (roles and responsibilities).
Hannah Ames

12. State the safety precautions and procedures for emergencies while on the trip.
*Trip organizer, Languages + Friendships, has contingencies + protocol.
Hotel Night Security, Private coach transport, L+F guide*

11. Give budget costs, how the trip will be funded and estimated cost per student.
*\$3000 (est). /student
individual students pay*

12. List any proposed precautions, special needs, special concerns, student concerns, - if applicable.
None @ this time (5/7/26)

Signature of Staff Member Responsible: *Hannah Ames*

Date field trip request was submitted to Principal: *5/8/2026*

Principal/Administrator Signature and Date:  *5/8/2026*

Approved: _____ Not Approved: _____

Superintendent Signature and Date: _____

Approved: _____ Not Approved: _____

School Board Review Date: _____

Approved: _____ Not Approved: _____

AGREEMENT

BETWEEN

INDEPENDENT SCHOOL DISTRICT NO. 659, NORTHFIELD, MINNESOTA

AND

**EDUCATION MINNESOTA-NORTHFIELD PUBLIC SCHOOLS EDUCATIONAL SUPPORT STAFF,
LOCAL #6030, EDUCATION MINNESOTA, AFT, NEA, AFL-CIO**

AGREEMENT EXTENDS FROM

July 1, 2026 to June 30, 2028

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ARTICLE I EMPLOYMENT

Section 1.01 Parties: THIS AGREEMENT is entered into between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the school district, and the Education Minnesota-Northfield Public Schools Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO, hereinafter referred to as exclusive representative, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971 as amended, hereinafter referred to as the P.E.L.R.A., to provide the terms and conditions of employment for Educational Assistants during the duration of this Agreement.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1.02 Recognition: In accordance with the P.E.L.R.A, the school district recognizes the Northfield Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO as the exclusive representative for Educational Assistants employed by the School Board of Independent School District No. 659, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this agreement.

Section 1.03 Appropriate Unit: The exclusive representative shall represent all Educational Assistants in the district contained in the appropriate unit as defined in Article I, Section 1.06 of this Agreement and the P.E.L.R.A. and in certification by the Commissioner of the Bureau of Mediation Services, if any.

Section 1.04 Information: The school district shall provide the exclusive representative with a list that includes the classification, position title, and salary schedule placement of all bargaining unit members by October 1 of each year. In addition, the school district shall provide a seniority list of all bargaining unit members with the seniority date being the most recent date of continuous employment in this bargaining unit.

DEFINITIONS

Section 1.05 Terms and Conditions of Employment: shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees.

Section 1.06 Description of Appropriate Unit: For purposes of this Agreement, the term Educational Assistants shall mean all Educational Assistants in the appropriate unit employed by the school district, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding all other employees.

Section 1.07 School District: For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

Section 1.08. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

SCHOOL DISTRICT RIGHTS

Section 1.09 Inherent Managerial Rights: The exclusive representative recognizes that the school district is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

Section 1.10 Management Responsibilities: The exclusive representative recognizes the right and obligation of the School Board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school district.

Section 1.11 Effect of Laws, Rules and Regulations: The exclusive representative recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the School Board and shall be governed by State and Federal laws, and by School Board rules, regulations, directives and orders, issued by properly designated officials of the school district. The exclusive representative also recognizes the right, obligation and duty of the School Board and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the School Board insofar as such rules, regulations, directives and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this Agreement are subject to State and Federal laws. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 1.12 Reservation of Managerial Rights: The foregoing enumeration of School Board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the school district.

EMPLOYEE RIGHTS

Section 1.13 Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or their representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 1.14 Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the School Board.

Section 1.15 Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card

of the employee involved, the school district will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization as outlined in Appendix D.

Section 1.16 List of Unit Employees: The school district will provide the exclusive representative with a list of all unit employees upon request.

Section 1.17 Conducting Business of the Exclusive Representative: The exclusive representative shall have access to school facilities, including equipment, by arranging with the office of Community Education. Reasonable time without loss of pay may be granted by the school district for use by the exclusive representative for representation issues, negotiations or mediation sessions of this bargaining unit that cannot be scheduled outside the work day.

Section 1.18 Personnel Files: An employee may review their district personnel file during regular business hours upon written request. The employee shall have the right to reproduce any of the contents of the file and may submit for inclusion in the file written information in response to any material contained therein, and shall have the right to challenge false or inaccurate statements as provided by state statute. When material involving evaluation, reprimand or deficiency is to be placed in the employee's file, a copy will be provided to the employee.

Section 1.19 Association Release Time: During the term of this Agreement, the exclusive representative will have available 40 hours of release time. This time shall include all time spent away from work duties on behalf of the exclusive representative as designated by the Northfield Schools Educational Support Staff President including any grievance activities. Association leave shall not be used for activities in support of any other exclusive representative of employees, nor to run for elective office of any kind.

ARTICLE II RATES OF PAY, HOURS OF SERVICE AND HOLIDAYS

Section 2.01 Job Classifications: Educational Assistants (EA) represented by the Northfield Educational Support Staff, Local #6030, Education Minnesota, AFT, NEA, AFL-CIO, shall be employed in two classifications: General Education EA and Special Education EA. A job classification appeals process is available from the Human Resources Office.

General Education EA: to include Supervisory, Instructional, and Media Educational Assistants.

Special Education EA: to include Special Education Personal Care Assistant Educational Assistants.

Section 2.02 Rates of Pay: The steps and corresponding rates of pay are shown below. Step placement of entering employees shall be determined by the School Board.

Step changes shall take effect on July 1. In order for an employee to advance to a succeeding step on the schedule, they must have been employed by the district for more than half of the preceding work year.

During the duration of this Agreement, advancement on any salary schedule shall be subject to the terms of this Agreement. In the event a successor Agreement is not entered into prior to the expiration of this Agreement, an employee shall be compensated according to their current rate until a successor Agreement is entered into.

2026-2027

	1	2	3	4
Base Pay:	22.30	22.75	23.18	23.98

2027-2028

	1	2	3	4
Base Pay:	22.75	23.20	23.65	24.46

Section 2.03 Employee Information: A copy of the School Board follow up information authorizing the employment of a new staff member shall be forwarded to the president of the association.

HOURS OF SERVICE

Section 2.04 Work Day: The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the District and shall be scheduled by the building principal. The paid work day for Educational Assistants shall include an unpaid lunch break of 30 minutes or as otherwise mutually agreed. Educational Assistants may not be able to take a duty-free lunch during non-regularly scheduled or special events such as off-site field trips. Educational Assistants will be paid in the event they lose their duty-free lunch.

Section 2.05 Work Year: The work year for Educational Assistants shall normally be the instructional days in session plus eight hours of training opportunities and additional days as deemed necessary by the district.

The district and the exclusive representative will meet at least once per year as a joint committee for the purposes of reviewing and evaluating training opportunities, professional standards, and scheduling of training opportunities.

Section 2.06 Breaks: Educational Assistants shall receive a 15-minute paid break during each three hours of employ, not to exceed two 15-minute paid breaks per day. These paid breaks shall be taken at a time when the least possible disruption in service results. Educational Assistants may not be able to take breaks during non-regularly scheduled or special events, such as an off-site field trip. It is understood that Educational Assistant will not receive additional pay for these lost breaks.

Section 2.07 School Closing: An emergency closing shall be defined as any unscheduled closing of the school or schools. Examples might include inclement weather, energy shortage, breakdown of equipment, strike, riot, etc.

Subd. 1 - In the event that school (or schools) is closed due to an emergency, Educational Assistants shall continue to receive compensation proportionate to their work day for one day per year. School days that begin late or end early due to an emergency shall not be counted towards this one day and Educational

Assistants shall receive compensation proportionate to their workday for late start or early release portions of their day. Educational Assistants shall be required to perform services if requested to do so by their immediate supervisor.

Subd. 2 - The district shall have the right to require employees to perform services on days scheduled as make-ups for student days lost due to emergency closing.

If school is closed for a second day or more that has not been designated a student make-up day according to the Northfield Public Schools Calendar (calendar), the day(s) transition to e-learning days and secondary special education educational assistants will may support student learning remotely, if deemed necessary by the student's case manager. General Education Educational Assistants and Special Education Educational Assistants not able to support students on e-learning days can choose to use personal paid time off, or complete training using the following modules:

Vector
Infinitec
AXIS3
Google Suite
YouTube

Section 2.08 Payment of Employees: Educational Assistants shall record their hours worked on the District approved online time recording system and shall be paid from the recorded time sheet.

In an effort to mitigate the financial impact of elected benefit deductions for Educational Assistants during pay periods with fewer school days, the District and Federation agree to follow the schedule below for the deductions of elected benefits.

1.	1 st September	No Deduction	11.	1 st February	Deduction
2.	2 nd September	Deduction	12.	2 nd February	Deduction
3.	1 st October	Deduction	13.	1 st March	Deduction
4.	2 nd October	Deduction	14.	2 nd March	Deduction
5.	1 st November	Deduction	15.	1 st April	No Deduction
6.	2 nd November	Deduction	16.	2 nd April	Deduction
7.	1 st December	Deduction	17.	1 st May	Deduction
8.	2 nd December	Deduction	18.	2 nd May	Deduction
9.	1 st January	No Deduction	19.	1 st June	Deduction
10.	2 nd January	Deduction	20.	2 nd June	No Deduction

HOLIDAYS

Section 2.09 Eligibility: This article shall apply to Educational Assistants who work four hours per day or more.

Section 2.10 Holidays with pay: Six per year (proportionate to a work day)

Labor Day
Memorial Day
Christmas Eve Day
Christmas Day

Thanksgiving Day

New Year's Day

**ARTICLE III
LEAVES OF ABSENCE**

Section 3.01 Eligibility: Educational Assistants regularly scheduled to work twenty or more hours per week in a position with a minimum work year of the scheduled student days on the annual approved school calendar shall be eligible for leaves described under this Article except as provided in Section 3.02, Subd. 1.1 and Subd. 1.2 herein.

Section 3.02 Sick Leave:

Subd. 1. Eligible Educational Assistants as defined in Section 1 above, will earn ten (10) sick leave days with pay per year, proportionate to the work day.

Subd. 1.1. Educational Assistants who work under 20 hours per week will earn sick leave with pay as required by state law, proportionate to the work day. Such days will be noncumulative and may be used for sick leave, ESST leave, or bereavement leave. This leave may not be used for personal reasons.

Subd. 1.2. Substitute or temporary Educational Assistants who are regularly scheduled to work less than sixty (60) days shall not be eligible for any benefits described under this article. Educational Assistants who are scheduled for 60 or more days but less than the entire school year shall earn a pro-rated amount of sick leave time based on eligibility requirements listed in Section 3.01 and Section 3.02 of this agreement and the amount of time remaining in the school year.

Subd. 2. Unused sick leave days proportionate to the educational assistant's work day, may accumulate to a maximum credit of 190 days for eligible educational assistants.

Subd. 3. Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee or the employee's dependent child or other individuals to the extent provided by Minnesota law which prevented the employee's attendance at work on that day or days.

Subd. 4. The school district may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. The school district shall retain the right to require an employee to provide a second medical certification, at district expense, from a physician of the employer's choosing prior to granting sick pay.

Subd. 5. All sick leave shall be available at the beginning of the school year. The employee shall repay the school district any wages paid for sick days that are not later earned by such employee.

Subd. 6. The sick leave provided under this Agreement is intended to satisfy the requirements for Earned Sick and Safe Time ("ESST"). Accordingly, the sick leave provided under this Agreement runs concurrently with ESST and is not in addition to ESST.

Section 3.03 Bereavement Leave: Employees may be allowed up to ten (10) days per year of leave with pay in case of death.

Bereavement leave may be used in the case of a death of family or friends. Time off for bereavement leave shall be deducted from unused sick days.

Section 3.04 Worker's Compensation: An employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Worker's Compensation Act shall be allowed to use accumulated sick leave in combination with Worker's Compensation to receive the employee's regular rate of pay. The school district will assume that the employee elects to do so, unless the employee notifies the district in advance that they elect not to use sick leave for this purpose. Benefit payments shall continue in accordance with state and federal laws.

Section 3.05 Judicial Duty: For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the building administrator is required to permit the scheduling of a substitute, if required. An employee is also required to notify the building administrator immediately upon being excused from judicial duty.

Section 3.06 Child Care and Adoption Leave: Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee's that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

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

B. An employee making application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.

D. Sick leave under Section 3.02 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.

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

- (1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.

F. Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the school district and the employee mutually agree to an extension in the leave.

G. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

H. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

I. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

J. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, office employees will be advanced a step if they worked more than one-half of the duty days in their work year.

Section 3.07 Leave of Absence Without Pay: Eligible Educational Assistants may apply for leaves of absence without pay in the event of personal extenuating circumstances.

Subd. 1. Leave of Absence Without Pay: Requests for leaves of absence without pay may be approved by the Director of Human Resources. Requests for unpaid leave of absence must be approved in advance except in cases of emergency.

Section 3.08 Personal Leave: Up to a total of five (5) days sick leave per year may be used to cover events requiring the employee's personal attention which cannot be conducted outside scheduled hours of work. No more than three (3) days can be used consecutively. No more than four (4) educational assistants per building can use personal leave on the same day. Request for leave under this Section must be through the District's substitute/leave system at least three (3) days in advance, except for emergencies.

Any unused Personal Leave days will remain as accrued sick leave.

Section 3.09 School Conference and Activities Leave: In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the district's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. Such leave will be deducted from the employee's sick leave allowance. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

**ARTICLE IV
GROUP INSURANCE**

Section 4.01 Group Insurance: During the term of this contract, the employer will purchase the group insurance policies described in this article. It is understood and agreed that the provisions of this article are merely descriptive of the coverage provided, and that the eligibility of the employee for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurer providing such coverage.

Educational Assistants regularly scheduled to work twenty or more hours per week shall be eligible to apply for benefits described under this Article. Coverage will be effective only upon enrollment of the employee and acceptance by the carrier.

Section 4.02 Health and Hospitalization Insurance: Eligible employees and their spouse and dependent children may participate in the district group health and hospitalization insurance plan. The school district will contribute toward the premium according to the schedule below. The difference between the Board contribution and the total insurance premium will be paid by the employee through payroll deduction. The effective date for employer contributions shall be January 1.

<u>30-40 hrs/wk</u> <u>1.0 factor</u>	<u>25 < 30 hrs/wk</u> <u>.6 factor</u>	<u>20 < 25 hrs/wk</u> <u>.5 factor</u>
SINGLE: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
FAMILY: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

Section 4.03 Income Protection: Income protection insurance shall be provided for employees who are eligible for and enrolled in the school district's long-term disability insurance plan, providing income to the extent of 2/3 of the employee's base salary at the time of disability, commencing after 60 consecutive calendar days of disability due to sickness or accident. The premium will be paid by the school district. Such disability payment will be coordinated with Social Security, Public Employees Retirement Association or any other public retirement plans which may provide the same type of coverage. An employee who is absent from work as a result of a long-term disability shall be allowed to use accumulated sick leave in combination with income protection insurance payment to receive the employee's regular rate of pay.

Section 4.04 Life Insurance: The employer will provide group term life insurance coverage for eligible educational assistants in the amount of \$35,000. The employee may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction

Section 4.05 Dental Insurance: Eligible employees and their spouse and dependent children may participate in the district group dental insurance plan. The school district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction. The effective date for employer contributions shall be January 1.

<u>30-40 hrs/wk</u>	<u>25 < 30 hrs/wk</u>	<u>20 < 25 hrs/wk</u>
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<u>1.0 factor</u>	<u>.6 factor</u>	<u>.5 factor</u>
SINGLE: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50
FAMILY: Tied to Teachers	Tied to Teachers x .60	Tied to Teachers x .50

Section 4.06 Claims Against the School District: It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 4.07 Duration of Insurance Contribution: Eligible employees as described in Section 4.01 shall receive employer insurance contribution through August 31st. When termination of employment occurs prior to the completion of a school year, all district participation and contribution shall cease, effective at the end of the month in which termination of employment occurs. However, employees who were members of the district's health and hospitalization insurance and dental insurance plans prior to termination of employment may be continued in the group for a period following termination pursuant to applicable laws if they pay the entire premium amount.

ARTICLE V EXPERIENCE AND RETENTION PAY

Section 5.01 Experience and Retention Pay: Educational Assistants shall receive experience and retention pay according to the schedule listed below. Experience and retention pay differential shall begin with the first paycheck issued to the employee after July 1 of the employee's fifth year of employment with the District.

In addition to the hourly rate to which they are entitled under Article II, Section 2.02, Educational Assistants shall be eligible for experience and retention pay according to the following schedule:

2026-27 Eligibility Criteria	Hourly Pay Differential
4 to 8 years of experience completed	\$1.50
9 to 13 years of experience completed	\$2.00
14 to 18 years of experience completed	\$2.50
19 or more years of experience completed	\$3.00

2027-28 Eligibility Criteria	Hourly Pay Differential
4 to 8 years of experience completed	\$1.50
9 to 13 years of experience completed	\$2.00
14 to 18 years of experience completed	\$2.50
19 or more years of experience completed	\$3.00

ARTICLE VI
403(b) TAX DEFERRED PLAN MATCHING

Section 6.01 District Match: Each year by October 1, employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax deferred plan. The School District will match an employee's contribution to a 403(b) tax deferred plan up to \$600 per school year. During a year in which the employee makes no contribution, the district shall likewise make no contribution to that employee account. Maximum lifetime district contribution will be \$35,000.

ARTICLE VII
**PROBATIONARY PERIOD, EVALUATION, DISCIPLINE AND DISCHARGE,
AND RESIGNATIONS**

Section 7.01 Probationary Period: New Educational Assistants hired by Independent School District No. 659 shall have a probationary period of six (6) months. During the probationary period, the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee and the employee shall have no recourse to the grievance procedure. However, a probationary employee shall have the right to file a grievance on any other provisions of the contract alleged to have been violated.

Subd. 1 Evaluations: The probationary period is a time during which a new employee is being tested on job capabilities, performance and fitness. As such, new employees should have a clear understanding of the district's expectations and needs. An evaluation conference shall be held with the employee and the appropriate supervisor during the first six months of employment to assist the new employee in assessing their job performance.

Section 7.02 Completion of Probationary Period: An employee who has completed the probationary period may be disciplined or discharged only for cause.

Section 7.03 Evaluation of Probationary Employees: Probationary employees will be evaluated by their immediate supervisor prior to the end of the employee's probationary period.

Section 7.04 Evaluation of Non-Probationary Employees: Employees who have completed their probationary period will be evaluated at least once every five years.

Section 7.05 Evaluation Review: Evaluations will be reviewed with the employee within ten (10) working days of the evaluation. The employee will have the right to attach a response to the evaluation if the employee disagrees with the evaluation. An employee signature to an evaluation will only indicate that the evaluation has been received by the employee.

Section 7.06 Discipline Procedures: The School District will follow a policy of progressive discipline, when appropriate, with unit employees. The normal discipline sequence will be 1) an oral reprimand, 2) a written reprimand, 3) suspension without pay, 4) termination. The seriousness of the matter will determine at what level disciplinary action is commenced.

Subd. 1. A member of the exclusive representative suspended during an ongoing investigation, shall be paid the normal daily rate until the school district reaches its decision on the status of the employee and concluded its investigation.

Section 7.07 Resignation: Employees electing to resign shall be required to give the employer two (2) weeks notice and shall continue in the employer's service during this two-week period with the understanding that the employee may leave sooner if a suitable replacement is obtained.

ARTICLE VIII EXPENSES

Necessary and pre-approved expenses that are required of an Educational Assistant in the performance of school duty shall be at the expense of the school district. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

An Educational Assistant will be reimbursed for the actual cost of replacement or repair of any damage to personal property and clothing as a result of student action or assigned duties up to a maximum of \$100.00 per incident with the exception of broken prescription glasses and personal cell phones which will be reimbursed up to \$300.00. A Damage Report Form will be filled out by the employee and presented along with the damaged article for verification by the employee's supervisor prior to reimbursement.

ARTICLE IX NOTIFICATION OF JOB OPENINGS

Section 9.01 Notice: The district recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. All notices of school Educational Assistant job openings will be posted in each school for a period of five (5) working days. In addition, a copy will be sent to the president of the Educational Support Staff and all members of the local via the district e-mail system. Requests for consideration for job openings shall be made through the district's online application system.

Final judgment regarding the selection and placement of Educational Assistants shall be made by the school district upon the recommendation of the Superintendent or designee. The Board shall encourage a policy of selecting the best qualified applicant for job openings.

Section 9.02 Job Opening: Job opening shall be defined as any vacancy resulting from the creation of a new position or from an employee leaving a currently existing position. Current employees shall be given first consideration for vacant positions.

Section 9.03 Transfer: Transfer shall be defined as change in job location or position. Whenever possible, an employee shall be notified at least five (5) working days prior to the date of transfer. Prior to date of transfer, the supervisor or their designee shall arrange for a meeting with the employee for the purpose of reviewing the duties and expectations of the position and establishing a date for a building visit, if the position is in a new location for the employee.

ARTICLE X REDUCTION OR ELIMINATION OF POSITIONS

Section 10.01 Seniority Date: The seniority date shall be defined as the most recent date of continuous employment in an Educational Assistant position in the district. Movement from one Educational Assistant classification to another shall not change the seniority date. Seniority shall continue during approved leaves

of absence from the district. Upon returning from leave of absence, the educational assistant shall be placed on the same step of the salary schedule as previously occupied.

Section 10.02 Reduction or Elimination of Positions: The District shall consider the length of service (seniority), along with other relevant factors, of employees within the same job category and within the same building when reducing hours or eliminating positions. An employee on layoff shall retain their seniority and right to recall in seniority order for a period of eighteen 18 months after the date of layoff. In the event more than one employee on the recall list has the identical date of hire, the district's employee identification number shall be used, in ascending order, to place the employee on the recall list.

Subd 1. Contact Information for Notice of Recall: When placed on layoff an Educational Assistant shall file with the District Human Resources Office their name, active telephone number and either a second active telephone number or an active email address where they can be reached daily. It is the employee's responsibility to update any changes to the contact information with the Human Resources Office.

Subd 2. Recall Notification: The District Human Resources Office will notify one or more eligible employees when a position becomes available for recall. Each employee will be notified of their order on the recall list. After being offered the position, the employee will have two (2) full eight-hour business days to make a decision. The day of the call does not count toward the two full business days. When more than one employee is contacted concurrently for the same position, the employees will have the same two (2) full eight-hour business days to respond. If the position is accepted by a more senior employee, the less senior employee(s) will be contacted on the third business day and returned to the recall list. If no response is received by 4:00 p.m. on the second full business day, the offer will be considered declined.

If the School District Human Resources Office is unable to contact an eligible employee using the contact number(s) or email address supplied by the employee, the president of the exclusive representative, or ~~his/her~~ their designee, will be contacted. This call will serve as recall notification and the two (2) full eight-hour business days will accrue from that point in the same manner as if the employee on recall had been contacted.

Subd 3. Loss of Recall Rights: If an employee on recall declines an offer of a position, they shall lose all further recall rights under this Article.

Section 10.03 Notice of Elimination of Position: To the extent possible, the district shall notify an employee by the last day of school if their position is to be eliminated or hours changed for the subsequent school year. The district will provide at least a two-week notification for reduction of hours or elimination of position which occurs during the school year, with the exception of the reduction or elimination of a student-specific special education educational assistant due to the departure of the student. In that case, the district shall provide a two-week notice if possible or as soon as practical.

ARTICLE XI GRIEVANCE PROCEDURE

Section 11.01 Definitions and Interpretations

Subd. 1. Grievance Definition: A "grievance" is an allegation by a unit member, unit

members, or the exclusive representative, of a violation, misinterpretation, or misapplication of this Agreement.

Subd. 2 Representative: The School Board may be represented during any step of the procedure by its designated representative. The Educational Support Staff shall be represented during any step of this procedure by the Exclusive Representative. Only the Exclusive Representative shall process a grievance through any step, including arbitration, of this grievance procedure.

Subd. 3. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 4. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 5. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 6. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 11.02 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School Board's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 11.03 Informal Discussion: Before filing a formal grievance, the unit member(s) shall first discuss the alleged grievance with their building principal or other immediate supervisor in an attempt to resolve the grievance on an informal basis.

Section 11.04 Level I: If the grievance is not resolved through informal discussions, a formal grievance shall be initiated in writing, on the grievance form (Appendix A) and served on the building principal or other immediate supervisor. The principal or other immediate supervisor shall give a written disposition of the grievance to the grievant and the exclusive representative within ten days after receipt of the written grievance.

Section 11.05 Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Superintendent of Schools, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, the Superintendent or their designee shall set a time to meet regarding the grievance within 15 days after receipt of the appeal. Within 10 days after the meeting, the Superintendent or their designee shall issue a decision in writing to the parties involved.

Section 11.06 Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level II. If a grievance is properly appealed to the Board, the Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the Board. The Board shall then render its decision.

Subd. 1. School Board Review: The Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Subd. 2. Denial of Grievance: Failure by the Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 11.07 Level IV: In the event that the exclusive representative and the Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party and such request must be filed in the office of the Superintendent within 10 days following the decision in Level III of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request from the Bureau of Mediation Services, pursuant to the P.E.L.R.A., a list of arbitrators selected by the Commissioner, providing such request is made within twenty days after request for arbitration. Upon receipt of the list of arbitrators, the school district and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. This arbitrator shall decide the grievance and the decision is binding upon the parties. The request shall ask that the appointment be made within thirty days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request a list of arbitrators from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a) Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the School Board, the submission of the grievance which shall include the following:

- (1) The issues involved.
- (2) Statement of the facts.

- (3) Position of the grievant.
- (4) The written documents relating to the grievance procedure.

b) The School Board may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before them shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligations of the public school boards to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operation.

ARTICLE XII DURATION

Section 12.01 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing on July 1, 2026, through June 30, 2028, and thereafter as provided by the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 90 days prior to said expiration. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Section 12.02 Effect: This Agreement constitutes the full and complete Agreement between the School Board and the exclusive representative representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 12.03 Finality: Any matters relating to the terms and conditions of employment, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 12.04 Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For the Northfield Educational
Support Staff Local #6030, Education
Minnesota, AFT, NEA, AFL-CIO

For Independent School District #659
Northfield, Minnesota

President

Chairperson, Board of Education

Clerk, Board of Education

Dated this _____ day of _____,
_____, 2026

Dated this _____ day of _____,
_____, 2026

**APPENDIX A
GRIEVANCE FORM**

Grievance # _____

Name of Grievant: _____

Date Filed: _____

Home Phone: _____

Assignment: _____

Association Representative: _____

Date Grievance Occurred: _____

Statement of the grievance (including events/conditions of the grievance/persons responsible)

Contract provision allegedly violated:

Redress Sought: _____

LEVEL I – FORMAL

Date Issued: _____

Disposition by Principal or Immediate Supervisor and Reasons Therefore:

Disposition:

Reasons:

Initial Applicable Statements:

- I hereby accept the above disposition.
- I hereby decline the above disposition.
- I intend to process the grievance to the next step.

Signature of Grievant

Signature

Date

LEVEL II - FORMAL

Date Issued: _____

Disposition by Superintendent and Reasons Therefore:

Disposition:

Reasons:

Initial Applicable Statements:

- I hereby accept the above disposition.
- I hereby decline the above disposition.
- I intend to process the grievance to the next step.

Signature

Signature of Grievant

Date

LEVEL III – FORMAL

Date Issued: _____

Disposition by Board of Education and Reasons Therefore:

Disposition:

Reasons:

Signature

Initial Applicable Statements:

- I hereby accept the above disposition.
- I hereby decline the above disposition.
- I intend to process the grievance to the next step.

Signature of Grievant

Date

LEVEL IV – FORMAL

Date Issued: _____

Disposition and Award of Arbitrator: Attach Arbitrator’s award.

Principals

AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT NO. 659,
NORTHFIELD, MINNESOTA
AND THE
NORTHFIELD PRINCIPALS ASSOCIATION

July 1, 2026 - June 30, 2028

ARTICLE I EMPLOYMENT

Section 1.01 Parties This Agreement is made and entered into by and between the School Board of Independent School District No. 659, Northfield, Minnesota, hereinafter referred to as the “School Board” and the Northfield Principals Association, hereinafter referred to as the “Association”.

Section 1.02 Purpose: The purpose of this Agreement is to encourage and increase orderly, constructive and harmonious relationships between the School Board, its principals, and their duly authorized exclusive representative, the Association; to establish the terms and conditions of employment for principals; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment which have been agreed upon by the School Board and the Association, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the “PELRA”). Terms not specifically defined in this Agreement shall have the meanings given them under the PELRA.

RECOGNITION

Section 1.03 Recognition: In accordance with the PELRA, the School Board hereby recognizes the Association as the exclusive representative for all employees in the following appropriate unit, as certified by the Bureau of Mediation Services in Case No. 74-PR-300-A:

All employees of Independent School District No. 659, Northfield, Minnesota, who are certificated by the State Department of Education as Principals or Assistant Principals, who are employed for more than 14 hours per week and for more than 67 work days per year, and who devote more than 50% of their time to administrative or supervisory duties in the capacity of a Principal or Assistant Principal.

The Association, as exclusive representative, shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

As used in this Agreement, a “principal” is any person employed by the School Board who is included in the appropriate unit and includes principals and assistant principals except in those cases where there is a clear distinction between the two positions.

MANAGEMENT RIGHTS

Section 1.04 Authority and Power of the School Board: The laws of the State of Minnesota have vested in the School Board the full authority and power to manage, control and direct the operation of the school district, and to adopt, modify or repeal policies, budgets, personnel structures, rules, and regulations for the district. All such authority and power of the School Board shall continue unimpaired, except as limited by a specific provision of this Agreement.

RIGHTS AND RESPONSIBILITIES OF PRINCIPALS

Section 1.05 Basic Duties: Each Principal shall administer in such places as shall be designated by the School Board, shall faithfully perform the duties prescribed by the School Board for the position held, and shall be governed by federal laws, the laws of the State of Minnesota, rules and regulations of the State Board of Education, and by Board policies, rules, regulations and orders issued by properly designated officials of the school district.

Section 1.06 Strikes and Work Stoppages: The School Board and the Association mutually recognize that their first obligation is to the public, and that the right of students and residents of this district to the continuous and uninterrupted operation of their schools is of paramount importance. During the term of this Agreement, neither the Association nor any individual principal shall engage in any strike, work stoppage or similar withholding of services.

In the event of strikes or work stoppages by other employees, principals covered under this Agreement are to be considered on continuing employment for the purpose of carrying out School Board policy and for insuring the protection of personnel and property. If a strike necessitates extending the school year and results in extending the principal's contract year, payment for each additional work day will be based upon each individual principal's annual salary divided by the annual number of work days under such principal's contract.

Section 1.07 Assignment and Transfer of Principals: The assignment and transfer of principals shall be made by the School Board upon recommendation by the superintendent, according to the following considerations:

Subd. 1. Should there be a vacancy in any principalship within the school system, the Association is to be advised of the vacancy to provide an opportunity for a qualified principal within the system to make application for the position.

Subd. 2. The superintendent shall notify the Chairperson of the Association and the principal involved in any proposed transfer, and shall give the reasons for the transfer upon request. The principal and a representative of the Association may meet with the superintendent to discuss any proposed transfer.

ARTICLE II COMPENSATION, RATES OF PAY, WORK YEAR, AND HOLIDAYS

Section 2.01 Individual Contracts: Minnesota law requires that each new principal be employed by written contract, signed by the principal and by the Chairperson and Clerk of the School Board. Each principal shall be compensated according to the terms of their individual contract. Upon completing the probationary period, the individual contract is not required since there is an agreement covering wages and benefits.

Section 2.02 Individual Salaries: The salary during the term of this Agreement shall be computed in accordance with Appendix A. The School District has the right to withhold salary increases for principals with unsatisfactory performance as determined by the Superintendent. No salary increase will be paid in the 2028-29 school year until an agreement between the parties covering the period from July 1, 2028, to June 30, 2030 is reached.

Section 2.03 Pay Deductions: Deductions for each work day of absence under a leave of absence without pay will be based upon the individual principal's annual salary divided by the annual number of work days under such principal's contract.

Section 2.04 Consultant Services: Principals shall be required to make up a work day for each day absent for outside consulting activities for which an honorarium is paid. Approval of such days shall be at the discretion of the Superintendent.

Section 2.05 Work Year: The School District reserves the right to designate the number of weeks in the work year during the period July 1 through June 30 for each principal. The specified number of duty

weeks shall include paid holidays. The method for establishing the duty year shall be to subtract the number of weeks in the work year from 52 weeks. The resulting number of weeks multiplied times five (5) days shall be non-duty days. It is the principal's responsibility to complete professional responsibilities within the specified work year. Non-duty days are not accumulative and may not be carried over from year to year or result in additional compensation. Principals may take non-duty days off through August for the preceding work year provided they will be continuing in their position the following year. Upon separation of employment, there shall be no compensation for non-duty days which have not been taken by June 30. Exceptions may be made at the discretion of the Superintendent if non-duty days have accumulated due to a specific request by the Superintendent or Board of Education.

Subd. 1 Holidays. Principals shall receive the following paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Juneteenth, and Memorial Day. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the Superintendent.

Subd. 2. In the event a work day is lost for an emergency, principals shall perform duties on such other day in lieu thereof as the School Board or its designated representative shall determine.

ARTICLE III LEAVES AND ABSENCES

Section 3.01 Sick Leave: Principals working 20 hours or more per week will accumulate leave according to the following schedule. Sick leave with pay shall be allowed whenever a principal's absence is due to illness or injury of the principal, the principal's dependent child, or other individuals to the extent provided by Minnesota law which prevented the principal's attendance at work on that day or days.

Subd. 1. 40-44 week contracts: 11 days/yr, accumulative to 209 days.

Subd. 2. 45-46 week contracts: 12 days/yr, accumulative to 228 days.

Subd. 3. 47-48 week contracts: 13 days/yr, accumulative to 247 days.

Subd. 4 An employee receiving compensation under the Worker's Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker's compensation payments and the employee's regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly or monthly compensation in excess of such employee's basic salary.

Subd. 5. Disability qualification: Sick leave will no longer be used when a principal qualifies for disability benefits.

Subd. 6. The sick leave provided under this Agreement is intended to satisfy the requirements for Earned Sick and Safe Time ("ESST"). Accordingly, the sick leave provided under this Agreement runs concurrently with ESST and is not in addition to ESST.

Section 3.02 Bereavement Leave: Employees may be allowed up to ten (10) days per year of leave with pay in case of death.

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

Leave provided under this section does not accumulate and is deducted from sick leave.

Section 3.03 Personal Business: Principals shall be allowed five (5) personal business days per year for business that ordinarily cannot be conducted outside the school day. No more than three (3) days can be used consecutively. The request must be made three days in advance using the district's substitute/leave system. A deduction of these days will be made from sick leave.

Section 3.04 Leave of Absence: Principals may apply for leaves of absence in the event of personal extenuating circumstances.

Section 3.05 Childcare and Adoption Leave:

Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employees that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those principals that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

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

B. A principal making an application for child care leave shall inform the Director of Human Resources in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care leave is occasioned by pregnancy, the principal shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.

D. Sick leave under Article III and long-term disability insurance under Article IV, Section 4.03, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph L.

E. The school district, upon meeting in person and discussing the principal's return date preferences, may make moderate adjustments in the proposed beginning or ending date of a child care leave so that the dates of the leave coincide with some natural break in the school year - e.g., winter vacation, spring vacation, semester break or quarter break, end of reporting period, end of the school year, or the like.

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

- (1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.
- (2) Permit the principal to return to their employment prior to the date designated in the request for child care leave.

G. A principal returning from child care leave shall have a right to return to the principal's original position as specified in the principal's child care leave plan if the principal's leave is commenced and concluded within the same school year or concluded prior to the first principal duty day of the following

school year. If a principal's child care leave plan does not call for the principal's return within the year it is commenced, a principal shall have the right to be returned to an equivalent contractual position, unless such principal has been previously terminated pursuant to the provisions of M.S. 125.12 or such principal has been placed on unrequested leave pursuant to the provisions of M.S. 125.12.

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

I. A principal who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave. The principal shall accrue additional experience credit or leave time during the period of absence for child care leave, if the leave commences and ends within the same school year.

J. The school district shall continue its contribution for group insurance as specified in Article IV for a principal on child care leave, if the leave commences and ends within the same school year.

K. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

L. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

Section 3.06 Disaster Leave The school district will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

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

Section 3.07 Judicial Duty For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty.

Section 3.08 Superintendent's Discretionary Leave Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or their authorized representative.

Section 3.09 School Conference and Activities Leave In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the district's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional circumstances. Such leave will be deducted from

the employee's sick leave allowance. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

ARTICLE IV GROUP INSURANCE

Section 4.01 Group Insurance: During the term of this Agreement the School Board will purchase the group insurance policies described in this Article. It is understood and agreed that the provisions of this Article are merely descriptive of the coverage provided, and that the eligibility of a principal for benefits shall be governed by the terms of the insurance contracts in force between the School Board and the insurers providing such coverage. It is further agreed that the School Board's only obligation under the policies described in this Article is to make the premium payments as provided in this Agreement, and no claim shall be made against the School Board in the event of a denial of insurance benefits by an insurance carrier. The Board contribution toward the premium for part-time principals shall be prorated to the proportion of the contract time. The principal must work 20 hours or more per week to be eligible for insurance benefits.

Section 4.02 Health and Hospitalization Insurance: The School District shall provide the Principal and their dependents a health and hospitalization insurance plan and shall contribute the same amount toward the monthly premium for single or family coverage as identified in the Northfield Education Association Agreement.

Participation in the insurance program will be voluntary. Coverage shall be effective only upon enrollment of the individual principal and their family. Each principal enrolled under the plan shall contribute, though payroll deduction, any excess of the monthly premium under the plan over the maximum School Board contribution toward the type of coverage for which such principal is enrolled. The effective date for employer contributions shall be January 1.

Section 4.03 Income Protection: The School District shall pay the full premium for each principal who qualifies for and is enrolled in coverage under the district's long-term disability insurance plan. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings. Up to thirty (30) accumulated sick leave days may be used on a pro-rata basis while receiving disability income; however, the total income generated from using sick leave with disability benefits may not exceed the principal's basic earnings. The School District shall continue its contribution for health and hospitalization insurance for up to six months (180 consecutive days) after the last day worked for absence due to total disability. Thereafter, the principal receiving long-term disability insurance benefits may continue in the district's group insurance plans at the principal's expense. Benefits payment shall continue beyond age 62 in accordance with federal regulations.

Section 4.04 Life Insurance: Effective upon enrollment in the District life insurance plan, the Employer will provide group term life insurance coverage for each full-time principal in the amount of \$200,000. Each principal may purchase additional group term life in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the principal through payroll deduction.

Section 4.05 Dental Insurance: The School District shall contribute the same amount toward the monthly premium for single or family coverage as identified in the Northfield Education Association Agreement. The effective date for employer contributions shall be January 1.

Section 4.06 Duration of Insurance Contribution: Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the

month of the last working day except as provided under Section 4.04 for early retirement. However, principals may be continued in the group insurance plans at their own expense for a period following separation determined by the insurance carrier and COBRA Legislation.

**ARTICLE V
LONGEVITY**

Longevity added to base and steps:

	<u>2026-27</u>	<u>2027-28</u>
8 years completed	\$3,000	\$3,000
12 years completed	\$4,000	\$4,000
16 years completed	\$5,000	\$5,000
20 years completed	\$6,000	\$6,000

**ARTICLE VI
RETIREMENT**

Section 6.01 403(b) Matching Plan: The school district shall contribute \$5,000 for the two years of this contract a tax-deferred matching contribution plan for each full-time principal who authorizes a matching salary reduction for the same period.

An employee working less than full-time as a principal shall be eligible for a prorated school district contribution.

Such plan shall be approved and subject to applicable provisions of Minnesota Statutes and IRS Code Section 403(b) or IRS Code Section 457 and any amendments thereto.

The school district contribution and matching employee contribution will be made to a state-approved company of the principal’s choice. It shall be the responsibility of the principal to make all arrangements required by the vendor to ensure that proper payment is made by the school district. The district shall make payment to the employee’s selected company bi-monthly.

Section 6.02 Early Retirement Insurance: Any principal who has at least ten (10) years experience in Independent School District No. 659 and retires upon attaining age fifty-five (55) or thereafter may elect to be covered under the group health and hospitalization and dental plans provided by the School District as provided by law. The principal may continue participation in the district’s group term life insurance plan according to provisions of Section 6 at the principal’s own expense until the principal is eligible for Medicare. The district shall contribute toward the premium for health and hospitalization and dental coverage under the same conditions as an employed principal but no more than 80% of the health and hospitalization insurance premium, for nine (9) years from the date of retirement. Principals who retired prior to July 1, 2002, will continue to be eligible for the School District’s contribution toward their insurance for the period of time established at the time of their retirement. Coverage will be available to a retired principal who has group medical insurance available to them from another employer; however, such other employer’s coverage shall be considered primary.

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

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

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

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

ARTICLE VII DISCIPLINE AND DISCHARGE

Section 7.01 Discipline and Discharge: No principal shall be discharged or otherwise disciplined without just cause.

Section 7.02 Corrective Discipline:

Subd. 1. Objective. The first step in resolving most potential disciplinary situations is through a principal/superintendent conference.

Subd. 2. Written Reprimand. If the superintendent believes that a written reprimand is necessary, they will first confer with the principal regarding the circumstances.

Subd. 3. Representation. Both the principal and the school district are entitled to be represented at all levels of this disciplinary process.

Subd. 4. Progressive Discipline. The School District intends to follow a policy of progressive discipline with its employees. The normal sequence of discipline would be:

- (1) Conference with the employee;
- (2) Written reprimand;
- (3) Suspension without pay;

The relative seriousness of this matter will determine at what level disciplinary action is commenced.

Subd. 5. Appeal. The employee may request review of the district's decision through the grievance procedure. At the employee's option, the matter may be submitted directly to arbitration pursuant to Section 8 of the grievance procedure.

ARTICLE VIII OTHER BENEFITS

Section 8.01 Reimbursement for In-District Mileage: Principals driving their own cars for in-district travel for school purposes such as taking students home in emergencies, home visitations for the purpose of resolving student problems or conferences with parents and the like shall be reimbursed at the rate approved by the School Board consistent with other school district personnel.

Section 8.02 Severance Plan. This section does not apply to any principal or assistant principal hired on or after July 1, 2016. Each principal who has completed seven (7) years of continuous service as a licensed principal in the school district or combined with other administrative positions within the district as identified in the Non-Union Administrators policy document agreements shall be eligible for payment upon separation of employment based on the following:

- a. Payment shall be equivalent to their daily rate of pay times a number of days determined by multiplying eight (8) days times the number of years' employment with the Northfield School District at the time of separation of employment. The daily rate shall be based on the principal's gross salary rate, including step, longevity and PHD differentials.
- b. The amounts shall be prorated for years during which the principal served part time.
- c. The maximum number of paid days shall be 120 days, and shall not exceed the number of sick leave days accumulated by the principal at the time of separation of employment.
- d. Deferred compensation under this section shall not be payable in the event a principal is terminated for cause.

The severance payment will be made to the principal's 403(b) account if they have one. If the Principal does not have a 403(b) account the severance payment will be paid on the last paycheck received from the district, subject to all applicable taxes.

Years completed in the principal unit will be applicable toward severance benefits outlined in Non-Union Administrators policy document agreements should a principal be hired for a position associated with one of those agreements. The severance payment will be based on the terms of the agreement the individual is assigned at the time of separation from the district and not the principals agreement.

Section 8.03 Right to Use of Building: For Association purposes, the principals shall have the right to use of building, facilities and equipment if and when such equipment is not otherwise in use. The Association agrees to reimburse the school district for the use of materials consumed and for any damages and repairs as a result of the use of the building, facilities and equipment.

Section 8.04 Professional Improvement: The School Board, at its sole discretion, agrees to provide funds for the purpose of providing professional improvement conferences for Principals. These funds shall be included in the annual budget amounts approved by the School Board for each building. Travel, meals, lodging, registration fees and gratuities shall be deemed appropriate expenses for these accounts. The principal shall apply to the Superintendent for approval to attend out-of-state professional conferences.

Section 8.05 Professional Dues: Professional dues for individual memberships in state and national principals' associations will be paid from the principals' allotted budget for this purpose as determined by the Principal.

Section 8.06 Vandalism/Safety & Security Reimbursement: The School District shall reimburse a principal who experiences vandalism of their vehicle or personal property, or experiences a personal threat, including racially motivated threats, in an amount up to \$1,000 in any given year toward the unreimbursed insurance deductible amount on the vehicle or personal property, or towards security measures for personal threats. As an example, the reimbursement outlined in this section could be used towards a home security system.

Section 8.07 Liability Insurance: The School District agrees to insure the employee for loss because of claims brought against them caused by any negligent act, error, omission, or breach of duty while acting within the scope of their employment or any claim against them solely by reason of the holding of their position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

ARTICLE IX SENIORITY

Section 9.01 Seniority Date. Seniority shall be based upon continuous and unbroken employment as a licensed principal with Independent School District No. 659 from the most recent date of hire as a licensed principal. The seniority date for individuals employed by the district as site leaders pending receipt of principal licensure shall be the date on which the Board of Teaching issues the principal licensure as noted on the license.

Section 9.02 Seniority List. On or before November 15 of each year, the district shall prepare from its records a Principals' Seniority List, in order of seniority date, which shall contain the seniority date, name and areas of licensure for each principal as shown by licenses on file in the district office as of November 1 of said year, and current employment status. The list will be divided into lists for principals and assistant principals. A copy of the Principals' Seniority List will be provided to each principal and assistant principal on or before November 15 of each year. A principal or assistant principal may challenge the correctness of the information by filing a written challenge with the Director of Human Resources. In the absence of a written challenge filed within twenty (20) calendar days from the date the seniority list was issued, the issued seniority list will be conclusively deemed to be correct.

Section 9.03 Reduction of Principal and Assistant Principal Positions. In the event of reduction of principal positions, probationary principals shall be non-renewed before principals with continuing contract rights would be affected. Among principals with continuing contract rights, part-time principals shall be placed on unrequested leave of absence before full-time principals. If two or more principals have the same seniority date, the School Board shall determine which of such principals shall be placed on unrequested leave of absence. In the event of reduction of assistant principal positions, probationary assistant principals shall be non-renewed before assistant principals with continuing contract rights would be affected. Among assistant principals with continuing contract rights, part-time assistant principals shall be placed on unrequested leave of absence before full-time assistant principals. If two or more assistant principals have the same seniority date, the School Board shall determine which of such assistant principals shall be placed on unrequested leave of absence. Unrequested leave and recall to positions shall be governed by provisions of M.S. 122A.40.

ARTICLE X GRIEVANCE PROCEDURE

Section 10.01 Grievance Definition: A "grievance" shall mean an allegation by a principal resulting in a dispute or disagreement between the principal and the school district as to the interpretation or application of terms and conditions contained in this Agreement.

Section 10.02 Representative: The principal, administrator, or School Board may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 10.03 Definitions and Interpretations:

Subd. 1. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 10.04 Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the school district's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the principal and the school district's designee.

Section 10.05 Adjustment of Grievance: The school district and the principal shall attempt to adjust all grievances which may arise during the course of employment of any principal within the school district in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussions, the superintendent or their designee shall give a written decision on the grievance to the parties involved within ten days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative(s) of the Board may be designated by the Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 10.06 School Board Review: The School Board reserves the right to review any decision issued under Level I of this procedure provided the School Board or its representative notify the parties of its intentions to review within ten days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reserve or modify such decision.

Section 10.07 Denial of Grievance: Failure by the School Board or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the principal may appeal it to the next level.

Section 10.08 Arbitration Procedures: In the event that the principal and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten days following the decision in Level II of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If no agreement is reached, either party may request from the Bureau of Mediation Services, a list of arbitrators selected by the Commissioner, providing such request is made within fifteen (15) days after request for arbitration. Upon receipt of the list of arbitrators, the District and the exclusive representative shall alternately strike names from the list of arbitrators selected by the Commissioner until only one (1) name remains. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall within five days after notice of appointment forward to the arbitrator, with a copy to the superintendent, the submission of the grievance which shall include the following:

- (1) The issues involved
- (2) Statement of the facts
- (3) Position of the grievant
- (4) The written documents relating to Article X, Section 10.05 of the grievance procedure.

b. The school district may make a similar submission of information relating to the grievance either before or at the time of the hearing.

Subd. 5. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 6. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitation of arbitration decisions as provided by the PELRA.

Subd. 7. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of such transcript shall pay for such copy.

Subd. 8. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in its order the arbitrator shall give due consideration to the statutory rights and obligation of the public school district to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XI DURATION AND RENEGOTIATION OF AGREEMENT

Section 11.01 Term of Agreement: This Agreement shall become effective as of July 1, 2026, and shall continue in full force and effect to and including June 30, 2028, and annually thereafter, except as modified or terminated in accordance with the provisions of this Article XI.

Section 11.02 Effect: This Agreement constitutes the full and complete contract between the School Board and the Association. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, school district policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 11.03 Termination or Modification: Either party desiring to terminate or modify this Agreement must notify the other party in writing at least sixty (60) days but not more than ninety (90) days prior to June 30, 2028, or at least sixty (60) days but not more than ninety (90) days prior to June 30 of any year thereafter. A notice of desire to modify this Agreement shall set forth specifically all proposed modifications sought by the party, and all clauses of this Agreement for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

Section 11.04 Severability: Any provision of this Agreement which is deemed by a federal or state court or agency to be in violation of any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. The provisions of this Agreement shall be severable, and if any provision hereof or application of any such provision is held to be invalid, it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances.

The School Board and the Association will meet not later than ten (10) days after such determination for the purpose of renegotiating any affected provision. The School Board reserves the final right to amend any affected provision of this Agreement to the extent necessary to fulfill compliance with federal or state laws, or rules or regulations promulgated thereunder, subject to the arbitration provisions of the grievance procedure.

Section 11.05 Negotiations During Term: The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for principals. All understandings and agreements arrived at by the parties are set forth in this Agreement. For the duration of this Agreement, the School Board and the Association each voluntarily and unqualifiedly waives the right to meet and

negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided, however, that any or all of the provisions, except compensation, of this Agreement may be opened for negotiation and modification in writing at any time by mutual consent of the parties.

NORTHFIELD PRINCIPALS ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO.659

Chairperson

Chairperson

Negotiator

Clerk

Dated: _____

Negotiator

Dated: _____

APPENDIX A

<u>Position</u>	<u># Weeks</u>	<u>2026-27 Base</u>	<u>2027-28 Base</u>
High School Principal	47	\$176,510	\$180,040
Middle School Principal	47	\$173,128	\$176,590
Elementary School Principal	47	\$169,800	\$173,196
High School Assistant Principal	43.4	\$152,637	\$155,690
Middle School Assistant Principal	43.2	\$147,359	\$150,307

Steps for full-time service (prorate for part-time) added to base salary

	<u>2026-27</u>	<u>2027-28</u>
1: 1 st Year	\$0	\$0
2. 2 nd Year	\$2,167	\$2,167
3. 3 rd Year	\$4,334	\$4,334
4. 4 th Year and Up	\$6,500	\$6,500
Doctorate Stipend	<u>2026-27</u> \$5,500	<u>2027-28</u> \$5,500

NORTHFIELD PUBLIC SCHOOLS

POLICY DOCUMENT

COVERING

WAGES, WORKING CONDITIONS AND FRINGE BENEFITS

OF

CHILD NUTRITION EMPLOYEES

**Policy Extends from
July 1, 2026 through June 30, 2028**

ARTICLE I EMPLOYMENT

Section 1.01 – Introduction

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

Section 1.02 – Basic Services

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

Section 1.03 – Policy

This policy is in effect from July 1, 2026 through June 30, 2028. In the event a successor policy is not approved prior to the expiration of this Policy, the employee shall be compensated according to their current rate until a successor policy is approved by the Board of Education.

Section 1.04 – Entry Level Probationary Period

Entry level employees’ probationary period shall be six (6) months. The purpose of probation is to verify the match between Northfield Public Schools mission based Child Nutrition needs and the mission aligned knowledge, skills and work behaviors of entry level employees. Employees in this category may or may not pass probation at the discretion of the district.

Section 1.05 - Resignations

Employees electing to resign shall be required to give the Child Nutrition Director dated, written, and signed notice at least two (2) weeks in advance of the employee's final work day. The employee electing to resign shall continue Child Nutrition regular job responsibilities during the two-week notice period. Any request to leave sooner than the two-week notice period shall be considered by the Child Nutrition Director after a suitable replacement employee is obtained for the position. No use of personal leave is allowed in the last two weeks of employment.

Section 1.06 – Required Certification

All Child Nutrition employees must be certified by one of the following entities and keep their certification current:

- Servsafe at www.servsafe.com
- Safe food training (SFT) at www.safefoodtraining.com
- Food Safety Guy at <https://foodsafetyguy.com>

New employees that do not already have the certification must successfully complete one of the above certifications prior to the end of their six-month probationary period.

NCEC Child Nutrition employed servers and Child Nutrition Subs, that have not previously worked as a Child Nutrition employee and completed ServSafe Training, will complete the Food Handler Course.

Section 1.07 – Minnesota Food Protection Managers Certificate.

All Child Nutrition employees must hold a current MN Food Protection Manager Certificate. Current Child Nutrition staff will be required to get their Minnesota Food Managers certificate before their current food safe certificate expires.

ARTICLE II RATES OF PAY AND OTHER COMPENSATION

Section 2.01 – Wages

<u>Job Classification</u>	<u>2026-27 Hourly Rate</u>	<u>2027-28 Hourly Rate</u>
Child Nutrition Manager II - H.S. or M.S.	\$28.66	\$29.24
Child Nutrition Manager I - Elementary	\$28.26	\$28.83
Child Nutrition Associate III	\$26.80	\$27.33
Child Nutrition Associate II	\$24.75	\$25.24
Child Nutrition Associate I	\$23.52	\$23.99
Summer Child Nutrition Lead	\$28.26	\$28.83
Summer Child Nutrition Associate	\$23.52	\$23.99
Student Child Nutrition Associate	**	**

** Pay for this position aligned with Minnesota minimum wage rates.

There will be an extra \$2.00/hour stipend paid for Kitchen Managers that oversee a satellite kitchen.

The Child Nutrition Director shall determine the job classification for each employee based upon the responsibilities of the position and the corresponding qualifications of the incumbent/entry-level employee.

Section 2.02 - Training Stipend

An hourly stipend of \$1.75 per hour in both years of the agreement for individuals who have completed Level I of the School Nutrition Association Certification will be added to the hourly rates of pay for Child Nutrition Employees. An hourly stipend of \$2.50 per hour in both years of the agreement for individuals who have completed Level 2 of the School Nutrition Association Certification will be added to the hourly rates of pay for Child Nutrition Employees. Certification shall be provided to the Human Resources Office no later than September 1 to receive the stipend.

Section 2.03 - Long-Term Substitutes

Individuals who substitute in the same position for twenty (20) consecutive work days or more shall be eligible to be paid at the CNA I hourly rate, upon the recommendation of the Child Nutrition Director and approval of the Superintendent or their designee. Upon completion of the long-term substitute assignment, further substitute assignments will be paid at the regular substitute rate of pay. Eligibility for payment at this level cannot be carried over from one school year to the next.

Section 2.04 - Rate of Pay for Regular Employees Who Substitute in a Position of Higher Classification:

Regular Child Nutrition employees who substitute in a position with a higher classification shall be paid at the hourly rate established for the higher classification beginning with the sixth consecutive day of substituting in that position.

Section 2.05 - Uniform Allowance

\$300 per year taxable stipend for all employees to be paid with their first paycheck of the contract year. The employee must purchase one (1) pair of work shoes that are slip-resistant on an annual basis. The remainder of the stipend is to be used to purchase either black, navy, khaki, gray, or olive pants (can be denim) and the approved district uniform shirt(s) or sweatshirt, with the district logo. It is required that all Child Nutrition employees purchase new clothing each school year using the allowance. The district office will coordinate the orders for shirts at the beginning of the school year. Each employee will be responsible for purchasing the approved pants. Acceptable options will not include athletic pants, yoga pants, jeggings; denim with rips, holes or tears.

Job Sharing: For Child Nutrition employees that share a position, the uniform allowance will be split equally between the two employees sharing the position.

Section 2.06 – Lunch

Child Nutrition employees will be provided a regular Type A lunch on food preparation days at no cost to the Child Nutrition employees according to the National School Lunch Program regulations

HOURS OF WORK, BREAKS, OVERTIME, AND HOLIDAYS

Section 2.07 – Work Day

The number of hours authorized for each position shall be established by the School Board on the basis of the requirements of the job and financial resources of the district, and shall be scheduled by the Child Nutrition Director. The paid work day shall exclude time for lunch (30 minutes). Typically, hours worked will coincide with regular established schedules. However, hours may need to be reduced or extended when student activities

result in less or more students eating lunch on a given day. Kitchen Managers will notify employees of any change in hours. Employees will be paid only for time worked. The calculation of wages shall be based on the number of hours shown on the employee's weekly attendance record.

Section 2.08 – Work Year

The maximum number of work days in a given year shall be the number of student days scheduled on the approved school calendar plus up to three (3) days for opening and closing the kitchens (for example, two (2) days to receive the food order, clean and open the kitchen in the Fall and one (1) day to store food and supplies and organize the kitchen in the Spring). Additional days may be scheduled for special events such as a luncheon during preschool workshop and/or school staff in-service meetings, special workshops, etc. Any work days outside of the number of student days scheduled on the approved school calendar must be authorized as scheduled by the Child Nutrition Director.

Section 2.09 - School Closing

In the event that school (or schools) is closed due to an emergency, Child Nutrition employees shall continue to receive compensation for up to a maximum of one (1) prorated day per year, equivalent to the normal work hours for each employee. Child Nutrition employees shall be required to perform services if requested to do so by the Child Nutrition Director. An emergency closing shall be defined as any unscheduled closing of the school or schools. Examples might include inclement weather, energy shortage, breakdown of equipment, strike, etc. The district shall have the right to require employees to perform services on days scheduled as make-ups for student days lost due to emergency closings. In the event school is closed after a late start had been announced, Child Nutrition employees who have already reported to work for the day will be paid at time and one half their base hourly rate for four (4) hours. The additional compensation does not apply for e-learning days, early dismissal or late start if due to an emergency.

Job Sharing: There is only one snow day per position.

Section 2.10 - Paid Breaks

Child Nutrition Associates shall have a 15-minute paid rest break for every 4 hours worked. Employees working less than 4 hours/day will not receive a paid rest break.

Child Nutrition Associates that work less than four (4) hours per day will not have a rest break period.

An unpaid 30-minute lunch break is required for employees working at least 6 hours/day, unless the employee signs a waiver opting out of the unpaid lunch break.

These breaks shall be taken at a time when the least possible disruption in service results and as scheduled by the Kitchen Manager.

Section 2.11 – Overtime

Employees shall be paid at time and one-half of the base hourly rate for hours worked in excess of 40 in any one work week. Vacation time, sick time, or other leave time will not be used to calculate hours worked in any work week. The time and one-half rate shall also apply to services rendered for special functions after 4:00 p.m. or on weekends. The scheduling of overtime for employees shall be approved in advance by the Child Nutrition Director and Kitchen Manager.

Child Nutrition Substitutes are not eligible for overtime unless they work more than forty (40) hours in any one work week. Substitutes will be paid \$3.00 per hour above their normal pay rate for services rendered for special functions after 4:00 p.m. or on weekends.

Section 2.12 - Holidays with Pay

Employees will receive the following six (6) holidays with pay provided the Holidays occur within the employee's work year: Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, and Memorial Day.

Summer Program: If July 4th falls during regular summer programming and on a day when summer programming is in session, employees working in the summer program will be paid for July 4th for the number of hours they would normally have worked in the summer program.

Job Sharing: For child nutrition employees that share one position, each child nutrition employee will receive three paid holidays.

Section 2.13 - Professional Development

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

Annual Training Requirements

Required for all school nutrition program employees regardless of local educational agency (LEA) size. The hourly requirements for each position are outlined in the table below:

Position	Required Hours
Director	12 hours
Manager	10 hours
All other program staff (working more than 20 hours/week)	6 hours
Part-time program staff (working less than 20 hours/week)	4 hours
Substitutes/Volunteers/Student Workers/Temporary	2 hours
Hired after January 1	Must complete half of the above training hours For their position during the first year of employment when hired after January 1.

Please note:

- Any excess training hours from a school year can be carried over to meet the previous year's requirements or used to meet the following year's requirements.

ARTICLE III LEAVES

Section 3.01 - Sick Leave

The district may require an employee to furnish a medical statement from a qualified physician as evidence of illness in order to qualify for sick leave pay if sick leave requested is due to the illness or injury of the employee. Final determination as to the eligibility of an employee for sick leave will be made by Northfield Public Schools.

Employees Working 15 to 19.99 Hours Per Week:

Employees that work under this agreement for less than 4 hours per day shall earn leave time as required by law.

Employees Working 20 Hours Per Week or More:

Ten (10) prorated days per year with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, and/or for other individuals to the extent provided by Minnesota law. Sick leave days are cumulative to 120 days.

The sick leave provided under this Agreement is intended to satisfy the requirements for Earned Sick and Safe Time ("ESST"). Accordingly, the sick leave provided under this Agreement runs concurrently with ESST and is not in addition to ESST.

Job Sharing: For child nutrition employees that share one position, each child nutrition employee will receive the amount of leave time required by state law.

An employee receiving compensation under the Worker's Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker's compensation payments and the employee's regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly or monthly compensation in excess of such employee's basic salary.

Section 3.02 - School Conference and Activities Leave

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

In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

Section 3.03 - Bereavement Leave

Employees Working 15 to 19.99 Hours Per Week:

Up to two (2) days per year may be used in case of bereavement. Time off for bereavement shall be deducted from unused Sick Leave. Bereavement leave may be used in the case of a death of family members or friends.

Employees Working 20 Hours Per Week or More:

Up to ten (10) days per year of leave with pay in case of bereavement. Time off for bereavement shall be deducted from unused Sick Leave. Bereavement leave may be used in the case of death of family members or friends.

Section 3.04 - Personal Leave

Employees Working 15 to 19.99 Hours Per Week:

Employees working less than 20 hours per week on average are not eligible for Personal Leave.

Job Sharing: For child nutrition employees that share one position, neither employee would be eligible for personal leave under this section.

Employees Working 20 Hours Per Week or More:

At the discretion of the Kitchen Manager and Child Nutrition Director, Child Nutrition personnel may be granted Personal Leave of up to five (5) prorated days per year. Personal Leave days will be deducted from unused Sick Leave. Personal Leave prorated days may not be carried over from one academic year to another. No more than three (3) personal leave days can be used consecutive. No more than one (1) employee per building can use personal leave on any given day. Personal leave may not be used during the last two weeks of the school year.

Requests for personal leave must be made via the district's substitute/leave system at least three (3) working days in advance, except for emergencies. Recommendations for leave approval from the Kitchen Manager are subject to final approval by the Child Nutrition Director.

Section 3.05 - Leave of Absence Without Pay

Child Nutrition personnel may apply for a Leave of Absence Without Pay in the event of personal circumstances regardless of the number of hours worked per week. A request for a leave of absence without pay must be submitted no less than thirty (30) days prior to the requested day(s) off unless emergency circumstances prevent such notice. A Leave of Absence Without Pay of up to five (5) prorated days may be approved by the Child Nutrition Director. The Child Nutrition Director will consider how many employees are scheduled to be absent at the requesting employee's site when considering the request. Typically, no more than two (2) employees may be scheduled to be absent in school sites who have 10 employees or more in one work day for any reason other than illness or emergency. School sites with less than 10 employees may not have more than one (1) employee scheduled absence. Additional days may be granted without pay at the recommendation of the Child Nutrition Director and the approval of the Superintendent or their designee.

Section 3.06 – Judicial Duty

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

Section 3.07 - Child Care and Adoption Leave

Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee's that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

- A. A child care leave shall be granted by the district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.
- B. An employee making application for child care leave shall inform the district in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.
- C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.
- D. Sick leave under Section 3.02 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.
- E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:
 - (1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.
- F. Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the district and the employee mutually agree to an extension in the leave.
- G. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

H. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

I. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

J. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, employees will be advanced a step if they worked more than one-half of the duty days in their work year.

ARTICLE IV GROUP INSURANCE

Section 4.01 – Eligibility

Employees Working Less than 20 Hours Per Week:

No Group Insurance is provided to Child Nutrition employees who work less than 20 hours per week.

Employees Working 20 Hours Per Week or More:

Employees scheduled to work all of the scheduled student days in session or more shall be eligible for Group Insurance Benefits.

Insurance coverage will be effective upon enrollment of the employee and acceptance by the carrier. All District participation and contribution toward benefits shall cease effective on the last working day of the month in which the Child Nutrition employee terminates employment. However, employees may be continued in the group for a period determined by COBRA legislation at the employees' own expense.

During the term of this policy, the employer will purchase the group insurance policies described in this section. It is understood and agreed that the provisions of this section are merely descriptive of the coverage provided, and that the eligibility of the employee for benefits shall be governed by the terms of the master insurance contracts in force between the employer and the insurer providing such coverage. The effective date for employer contributions shall be January 1 of each year of this agreement.

Section 4.02 - Health and Hospitalization Insurance

Eligible employees and their spouse and dependent children may participate in the district group health and hospitalization insurance plan. The district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

2026-28 Health Insurance District Contribution

	30-40 hrs/wk <u>1.0 factor</u>	25 < 30 hrs/wk <u>.6 factor</u>	20 < 25 hrs/wk <u>.5 factor</u>
<u>SINGLE</u>	Same as teachers settlement	.60 × teachers settlement	.50 × teachers settlement
<u>FAMILY</u>	Same as teachers settlement	.60 × teachers settlement	.50 × teachers settlement

Section 4.03 - Dental Insurance

Eligible employees and their spouse and dependent children may participate in the district group dental insurance plan. The district will contribute toward the premium according to the schedule below. Any additional cost of the premium shall be paid by the employee through payroll deduction.

2026-28 Dental Insurance District Contribution

	30-40 hrs/wk <u>1.0 factor</u>	25 < 30 hrs/wk <u>.6 factor</u>	20 < 25 hrs/wk <u>.5 factor</u>
<u>SINGLE</u>	Same as teachers settlement	.60 × teachers settlement	.50 × teachers settlement
<u>FAMILY</u>	Same as teachers settlement	.60 × teachers settlement	.50 × teachers settlement

Section 4.04 - Life Insurance

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

Section 4.05 - Income Protection

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

Section 4.06 – Retirement

All District contributions for benefits shall cease upon retirement. Child Nutrition employees who retire after age 59 may continue participation in the district’s group health and hospitalization insurance plan until eligible for Medicare provided they pay the full cost of the premium. Participation beyond that shall be in accordance with applicable laws and regulations.

**ARTICLE V
LONGEVITY**

Section 5.01 - Longevity Appreciation

Employees working 20 hours/week or more Longevity Appreciation:

2026-28

After 5 years:	\$1,000/yr	After 15 years:	\$2,000/yr
After 10 years:	\$1,500/yr	After 20 years:	\$2,500/yr

Employees working less than 20 hours/week Longevity Appreciation:

After 5 years: \$700/yr

Section 5.02 - Longevity Pay Schedule

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

ARTICLE VI RETIREMENT

Section 6.01 – 403(b) Matching Plan

Each year by October 1, employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The district will match an employee's contribution to a 403 (b) plan up to \$2,500 per school year. During a year in which the employee makes no contribution, the district shall likewise make no contribution to that employee account. Maximum lifetime district contribution will be \$35,000.

Job Sharing: For child nutrition employees that share one position, the district matching amount would be split between the two child nutrition employees.

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Educational Interpreters for Deaf and Hard of Hearing

JULY 1, 2026 THROUGH JUNE 30, 2028

ARTICLE I
EMPLOYMENT

Section 1.01 – Introduction

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

Section 1.02 – Basic Services

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

Section 1.03 - Duty Year

The work year shall include days on which the student being served is in attendance at school plus additional days if needed as scheduled by the supervisor.

Section 1.04 – Work Day

The Director of Special Services or other designated supervisor shall establish the work schedule based on student needs and the demands of the job. The interpreter shall not work during hours that the student(s) is/are not in attendance at school, except as approved, and shall receive pay only for hours worked.

ARTICLE II
SALARIES

Section 2.01 - Compensation

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

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

Section 2.02 – Experience Credit

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

Section 2.03: Holidays with Pay

Employees working 20 hours or more per week will be entitled to six (6) paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, News Year's Day, and Memorial Day.

Section 2.04: Compensation Levels

Level A: Interprets using sign language but does not meet requirements of Levels B or C.

Level B: Graduate of an approved interpreter training program or a bachelor's degree in a related field but not certified by the agencies defined in Level C.

Level C: Graduate of an approved interpreter training program and certified by the National Registry of Interpreters for the Deaf, or National Association of the Deaf, or master's degree in one of the three following areas: Deaf Education, Rehabilitation for the Deaf and Hard of Hearing or Linguistics of American Sign Language.

ARTICLE III
LEAVES

Section 3.01 - Sick Leave

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

Employees shall receive 10 days of sick leave (prorated) to a maximum accumulation of 178 days.

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

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

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

An employee receiving compensation under the Worker's Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker's compensation payments and the employee's regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly or monthly compensation in excess of such employee's basic salary.

The sick leave provided under this Agreement is intended to satisfy the requirements for Earned Sick and Safe Time ("ESST"). Accordingly, the sick leave provided under this Agreement runs concurrently with ESST and is not in addition to ESST.

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

Section 3.02 – Bereavement Leave

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

Section 3.03 - Personal Leave

The employee shall be allowed up to five (5) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor. A deduction of these days will be made from sick leave. No more than three (3) days of personal leave can be used consecutively. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.04 – Religious Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made

from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.05 – Judicial Duty

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

Section 3.06 – Superintendent’s Discretionary Leave

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

Section 3.07 – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

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

Section 3.08 – Child Care and Adoption Leave

Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee’s that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

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

B. An employee making application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.

D. Sick leave under Section 3.01 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.

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

(1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.

F. Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the school district and the employee mutually agree to an extension in the leave.

G. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

H. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

I. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

J. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, employees will be advanced a step if they worked more than one-half of the duty days in their work year.

ARTICLE IV INSURANCE

Section 4.01– Insurance Eligibility

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

Section 4.02 – District Obligation

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

Section 4.03 - Health and Hospitalization

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

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

Section 4.04 - Dental Insurance

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

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

Section 4.05 - Life Insurance

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

Section 4.06 - Long-Term Disability Insurance

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

Section 4.07 - Liability Insurance

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

Section 4.08 - Duration of Insurance Contribution

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

ARTICLE V
OTHER BENEFITS

Section 5.01 - Travel

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

Section 5.02 - Professional Improvement

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

Section 5.03 – Professional Membership Dues

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

Section 5.04: 403(b) Plan Matching

Employees working 20 hours or more per week shall be eligible for a matching contribution to a 403(b) plan.

Each year by October 1, eligible employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) tax deferred plan. The School District will match an employee's contribution to a 403 (b) plan up to \$300.00 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account. Maximum lifetime District contribution shall be \$35,000.

APPENDIX A
SALARIES AND DUTY YEAR
 2026-27

Level	Duty Year	Hourly Rate
Level A	Student Days	\$25.44
Level B	Student Days	\$28.33
Level C	Student Days	\$31.30

APPENDIX B
SALARIES AND DUTY YEAR
 2027-28

Level	Duty Year	Hourly Rate
Level A	Student Days	\$25.95
Level B	Student Days	\$28.90
Level C	Student Days	\$31.93

* Educational Interpreters for Deaf and Hard of Hearing compensation level descriptions can be found in Section 2.04 of this document.

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Certified Occupational Therapy Assistants/Speech Language Assistant

JULY 1, 2026 THROUGH JUNE 30, 2028

ARTICLE I
EMPLOYMENT

Section 1.01 – Introduction

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

Section 1.02 – Basic Services

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

Section 1.03 - Duty Year

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

ARTICLE II
SALARIES

Section 2.01 - Compensation

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

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

Section 2.02 – Experience Credit

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

ARTICLE III
LEAVES

Section 3.01 - Sick Leave

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

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

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

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

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

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

An employee receiving compensation under the Worker's Compensation Act may elect to use accumulated leave allowance to make up the difference between the worker's compensation payments and the employee's regular basic salary. Deductions from leave allowance will be made on a prorated basis according to the additional payments to the employee. In no event shall the additional compensation paid to the employee result in the payment of total daily, weekly or monthly compensation in excess of such employee's basic salary.

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

The sick leave provided under this Agreement is intended to satisfy the requirements for Earned Sick and Safe Time ("ESST"). Accordingly, the sick leave provided under this Agreement runs concurrently with ESST and is not in addition to ESST.

Section 3.02 – Disaster Leave

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

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

Section 3.03 – Bereavement Leave

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

Section 3.04 - Personal Leave

The employee shall be allowed five (5) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of the immediate supervisor. A deduction of these days will be made from sick leave. No more than 3 days of personal leave can be used consecutively.

Section 3.05 - Leave of Absence Without Pay

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

Section 3.06 - Child Care Leave and Adoption Leave

Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee's that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

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

employee for an extended period of time.

B. An employee making application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.

C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.

D. Sick leave under Section 3.02 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.

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

(1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.

F. Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the school district and the employee mutually agree to an extension in the leave.

G. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

H. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

I. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

J. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, employees will be advanced a step if they worked more than one-half of the duty days in their work year.

Section 3.07 – Religious Observance Leave

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

Section 3.08 – Judicial Duty

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

Section 3.09 – Superintendent’s Discretionary Leave

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

Section 3.10 – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

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

ARTICLE IV
INSURANCE

Section 4.01– Insurance Eligibility

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

Section 4.02 – District Obligation

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

Section 4.03 - Health and Hospitalization

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

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

Section 4.04 - Dental Insurance

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

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

Section 4.05 - Life Insurance

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

Section 4.06 - Long-Term Disability Insurance

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

Section 4.07 - Liability Insurance

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

Section 4.08 - Duration of Insurance Contribution

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

ARTICLE V
OTHER BENEFITS

Section 5.01 - Travel

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

Section 5.02 - Professional Improvement

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

Section 5.03 - Professional Membership Dues

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

APPENDIX A
SALARIES AND DUTY YEAR
2026-27

Position	Duty Year	Salary
COTA/Speech Language Assistant	Student Days	\$32.63/hour

APPENDIX B
SALARIES AND DUTY YEAR
2027-28

Position	Duty Year	Salary
COTA/Speech Language Assistant	Student Days	\$33.28/hour

CHARTER SCHOOL CONTRACT

Between

Northfield Public Schools

And

Prairie Creek Community School #4090-07

WHEREAS, the primary purpose of the School is to improve the learning, achievement, and success of all students; and

WHEREAS, the secondary purpose(s) of the School's educational program is/are:

- Increase quality learning opportunities for all pupils;
- Encourage the use of different and innovative teaching methods;
- Measure learning outcomes and create different and innovative forms of measuring outcomes;
- Establish new forms of accountability for schools;
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; and

WHEREAS, the parties are authorized under Minnesota law to contract for the operation and oversight of a charter school, pursuant to Department of Education approval of Northfield Public Schools intent to charter the School, dated November 21, 2001, a copy of which is attached as Exhibit A; and

WHEREAS, Northfield Public Schools and the School previously entered into a charter school contract which expires June 30, 2026; and

WHEREAS, Northfield Public Schools has conducted the performance evaluation of the School (See Exhibit N), considered the reauthorization of the School, and has approved the issuance of a charter contract to the School.

NOW, THEREFORE, Northfield Public Schools grants this Contract conferring certain rights, privileges, and obligations of a charter school and confirms the status of a charter school to the School. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions.

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) “Applicable Law” means all state and federal law applicable to Minnesota charter schools and any regulations implemented pursuant thereto.
- (b) “Charter School Act” means the Minnesota Statutes 124E.01 through 124E.26, as amended, and any rules adopted pursuant thereto.
- (c) “Commissioner” means the Commissioner of the Minnesota Department of Education.
- (d) “Contract” means this Charter School Contract between Northfield Public Schools and the School.
- (e) “Department of Education” means the Minnesota Department of Education.
- (f) “District” means Northfield Public Schools.
- (g) “School” means Prairie Creek Community School (PCCS), located at one site, 27695 Denmark Ave, Northfield, MN 55057, which is established as a charter school under this Contract pursuant to the Charter School Act, and any additional site(s) pursuant to subsequent Department of Education approval of any supplemental affidavit to expand sites. The name and location(s) of the School will not be changed without the prior written consent of the District.
- (h) “School Board” means the Board of Directors of the School.
- (i) “Student” and “Pupil” are used interchangeably, and each means the Students/Pupils at the school.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Exhibits. All Exhibits to this Contract are incorporated into, and made part of, this Contract. This Contract has the following Exhibits:

- A. Minnesota Department of Education Approval
- B. Articles of Incorporation of the School
- C. Bylaws of the School
- D. Implementation of Purpose/Mission
- E. Academic Programming
- F. Academic Goals
- G. Statement of Admissions Policies and Procedures
- H. Governance & Management Plan
- I. Administration and Operations Plan
- J. Financial Management Plan
- K. Statement of Assurances Signed by All Board Members
- L. Charter School Closure Checklist & Plan
- M. Supplemental Continuing Oversight Criteria, Processes, Procedures
- N. Performance Evaluation of School

ARTICLE II
RELATIONSHIP BETWEEN THE SCHOOL AND THE DISTRICT

Section 2.1. Voluntary Authorization. The District qualifies as an authorizer pursuant to Minnesota Statute 124E.05 Subd. (1). In granting this Contract, The District voluntarily exercises powers given to The District pursuant to Applicable Law to authorize charter schools. Nothing in this Contract shall be deemed to be any waiver of the District’s autonomy or powers.

Section 2.2. Independent Status of the School. The School is not and shall not be deemed to be a division or part of the District. The relationship between the School and the District is based solely on the applicable provisions of the Charter School Act and the terms of this Contract or other written contracts or written agreements between the District and the School. Except as otherwise provided in this Contract or the Charter School Act, the District shall have no authority or control, over operational, administrative, or financial responsibility for the School.

Section 2.3. Financial Obligations Are Separate. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in any way constitute an obligation, either general, special, or moral, of the District. The School will never pledge the full faith and credit of the District for the payment of any School contract, mortgage, loan or other instrument of indebtedness.

Any contract, mortgage, loan or other instrument of indebtedness entered into by The District and a third party shall not in any way constitute an obligation, either general, special, or moral, of the School. The District will never pledge the full faith and credit of the School for the payment of any District contract, mortgage, loan or other instrument of indebtedness.

Section 2.4. No Authority To Obligate or Bind Other Party. The School has no authority whatsoever to enter into any contract or other agreement that would obligate

the District, nor does the School have any authority whatsoever to make any representations to third parties including lenders, that the District in any way guarantees, is obligated, or is in any way responsible for any obligation, including any contract, mortgage, loan or other instrument entered into by the School.

The District has no authority whatsoever to enter into any contract or other agreement that would obligate the School, nor does the District have any authority whatsoever to make any representations to third parties including lenders, that the School in any way guarantees, is obligated, or is in any way responsible for any obligation, including any contract, mortgage, loan or other instrument entered into by the District.

Section 2.5. Limited Use of “District” Name. The School may not use the name of the District or any assumed name, trademark, division or affiliation of the District in any of the School’s promotional advertising, contracts, or other materials without the District’s prior written consent, except that the School may include the following statement in such materials, “Prairie Creek Community School is authorized by Northfield Public Schools.” Pursuant to Minnesota Statute 124E.07 Subd. 8(b) the School shall identify the District as its authorizer and include District contact information on its website and in School materials made available to the public.

ARTICLE III ROLE OF DISTRICT

Section 3.1. Oversight Responsibilities of the District. The District shall monitor and evaluate the School’s academic, financial, operational, and student performance, including the School’s compliance with this Contract and Applicable Law. The District shall monitor and evaluate School performance using various criteria, processes, and procedures set forth generally in Article VI and Exhibit M.

The School agrees that, in the spirit of continuous improvement, the District may monitor and evaluate any indicator of academic, financial, operational, and student performance, including indicators not expressly set forth in this Contract, which shall inform the School’s continuous improvement plan.

Section 3.2. Authorizer Fee. The School shall pay the District a fee for the District’s execution of its oversight responsibilities. The fee shall be the maximum fee provided by the Charter School Act, except that if Minnesota law is amended to increase this fee, the School will pay the increased fee.

Section 3.3 Conflict of Interest Policy. The District has a specific Conflict of Interest policy for its role as a Charter School authorizer. This policy is available on the District's policy web page (<http://northfieldschools.org/about/board/policies>).

ARTICLE IV
PERMITTED ACTIVITIES OF THE SCHOOL & ASSUMPTION OF LIABILITY

Section 4.1. Limitation on Actions. The School shall act exclusively as a charter school and shall not undertake any action inconsistent with its status as a charter school authorized to receive state and federal school aid funds and shall not undertake any action to jeopardize its 501(c)(3) status including observation of applicable conflict of interest requirements.

Section 4.2. Other Permitted Activities. The School shall have all powers, duties and responsibilities provided by law to a charter school. The School shall not engage in any otherwise lawful activities that are in derogation of the School's status as a public school or that would jeopardize the eligibility of the School for state and federal school aid funds. The School may exercise its powers, enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations, reasonably necessary to accomplish its obligations as a charter school under this Contract.

Section 4.3. Assumption of Liability. The School and the School Board may sue and be sued. The School and the School Board accept liability for all actions arising out of or are in any manner connected with the School's operations.

ARTICLE V
LEGAL STATUS OF THE SCHOOL

Section 5.1. Nonprofit Status. The School shall be organized and operated as a nonprofit corporation under Minnesota Statutes Chapter 317A, as amended. Notwithstanding any provision of Minnesota Statutes Chapter 317A, as amended, the School shall not take any action inconsistent with the Charter School Act or in derogation of the School's status as a public school.

Section 5.2. Articles of Incorporation. The School represents that, as of the date of this Contract, the Articles of Incorporation of the School set forth as Exhibit B are accurate and have not been otherwise altered or amended.

Section 5.3. Bylaws. The School represents that, as of the date of this Contract, the Bylaws of the School set forth as Exhibit C are accurate and have not been otherwise altered or amended. By laws shall be amended in accordance with procedures specified in the School's by laws. Updated bylaws (as amended) must be forwarded to the District within 20 days and upon acceptance shall become an amendment to Exhibit C.

**ARTICLE VI
OPERATING REQUIREMENTS**

Section 6.1. Governance. The School shall be organized and administered under the direction of the School Board elected in accordance with the School’s Bylaws and Applicable Law. The School Board shall decide and be responsible for matters related to the operation of the School including, but not limited to, budgeting, curriculum, programming, personnel, and operating procedures. In addition, the Board shall evaluate the student achievement and School’s progress towards achieving its charter contract goals and commitments.

Section 6.2. School Board Meetings. Meetings of the School’s Board and its committees shall comply with the Minnesota Open Meeting Law, Minnesota Statute Chapter 13D.

Section 6.3. Exhibits. The School agrees to implement and adhere to all the representations and information identified in the Exhibits, including without limitation, the achievement of the academic outcomes/goals identified in Exhibit F.

Section 6.4. Compliance with all Applicable Laws. The School shall comply with all Applicable Laws.

Section 6.5. Programs Offered by the School. All programs which the School provides, operates, is affiliated with, or sponsors shall comply with Applicable Law and be covered by the School’s insurance.

The School provides the following programs:

(a) In-School Time Programs. In-school time programs include all programs operated during school hours. The School provides the in-school time program summarized in Exhibit E. Except as may be otherwise limited by the Department of Education approval of The District affidavit of intent to charter the school or expanded by the Department of Education approval of any supplemental affidavit to expand the grades or programs offered by the School, the School may accept enrollment to students for the following in-school time program(s):

[] Early Learning

[] Preschool Instructional

[] Pre-K

[X] Grades K – 5 with a maximum enrollment of the following number of students per academic year in alignment with the fund balance policy.

- 2026-27 up to 183 students
- 2027-28 up to 186 students
- 2028-29 up to 189 students
- 2029-30 up to 192 students
- 2030-31 up to 195 students

(b) Out-of-School-Time Programs. Out-of-school-time programs include any

programs operated before or after school hours, or on weekends, or during school calendar breaks, including before/after school care, but does not include School clubs or athletics. The School provides, operates, is affiliated with, or sponsors the out-of-school time programs identified and described in Exhibit E and according to the parameters set-forth therein. The School does not provide, operate, affiliate with, or sponsor out-of-school-time programs not otherwise identified and described in Exhibit E.

(c) Club and Athletic Programs. The School provides club or athletic programs as it deems appropriate from time to time. The School will provide equal access to all programs and will not permit any program to operate in derogation of Applicable Law or its status as a public school.

Section 6.6. Academic Curriculum Program. The School will implement and adopt the academic program and curriculum set forth in Exhibit E.

Section 6.7. Methods of Assessment. The School shall evaluate students' work based on, at a minimum, the assessment strategies identified in this Contract and its annual report.

(a) Academic Measures – The District will monitor student academic performance and school culture, which provides the basis for high academic performance.

1. Regular Assessments. The District will monitor academic achievement by reviewing student testing and assessment.
2. State Required Assessments. School students will take the Minnesota Comprehensive Assessment tests and any other testing required by Applicable Law.
3. Nationally-Normed Referenced Assessments & School-Level Assessments.
Except as may be otherwise limited by Exhibit F, School students will take a nationally-normed referenced assessment on at least an annual basis. In addition, School students will also take assessments that are consistent with the educational program articulated in Exhibit E, the statutory purpose articulated in Exhibit D and the School goals articulated in Exhibit F.
4. Assessment and Test Results. The School will provide the District results of Minnesota required assessments. The District will compare testing data to the State averages in order to measure performance.
5. Northfield Public Schools and Authorized Charter Schools Meetings. The School agrees to participate in joint meetings of the Northfield

Public Schools and its Authorized Charter Schools, that consists of representatives of the District and all District authorized schools, and the District will monitor the School's participation in these meetings. The goal of participation in these meetings is to share information and identify resources, and the School agrees to do so.

6. Professional Development. The school will ensure that each teacher at the School has opportunities to engage in professional development activities that focus in part on developing authentic assessments, measures of student outcomes, and effective teaching strategies. The School will advise the District of its various professional development activities in its Annual Report.

(b) Site-visits. The District may engage in scheduled and unscheduled site-visits in the course of the Contract term. Site-visits will be an opportunity to review academic goals and achievement data to date, evaluate the implementation of the academic program, operations and other matters. The District shall engage in site visits at such frequency as determined necessary or prudent by the District.

(c) Remediation.

1. School Initiated. If the School fails to make adequate progress towards achieving its academic outcomes/goals, financial targets, or comply with Applicable Law or other requirements, the School may at any time prepare and implement an improvement plan to overcome such deficiencies. The School may at any time submit the plan to the District for review and comment prior to adoption and implementation.

2. District Initiated. If the District has a concern about the School, or if the School fails to make adequate progress towards achieving its academic outcomes/goals or to meet financial requirements, or to comply with Applicable Law, or other requirements, the District shall provide the following notices, as applicable.

- (a) Notice to School Leader or Board Chair. The District shall notify the school leader or board chair of area(s) of concern for correction. The District may specify a target date for correction.

- (b) Formal Notice to School Board. If the situation remains uncorrected without reasonable explanation, or if the situation involves an urgent concern, the District will formally notify the School of the area(s) of concern for correction and may ask the School to adopt a specific performance improvement plan. If the District requires the School to retain a third-party investigator, the School shall retain an investigator within ten (10) days of such requirement; in addition, the third party investigator must be acceptable to the District, and the School shall authorize such investigator to provide status reports to and communicate with the District. The District shall specify a target date for correction that the District may, if circumstances warrant, amend.

- (c) Notice to School Board of Charter Revocation/Termination. The

District initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

Section 6.8. School Calendar and School Day Schedule. The School shall provide instruction for at least the hours of instruction required by Minn. Stat. 120A.41.

Section 6.9. Finance, Reporting and Compliance.

(a) To the District. The School will furnish the District (via the School's website) with monthly financial reports. The reports must contain budget and actual revenue and expenses (both by current month and year-to-date) and contain explanations for all items exceeding budget and the manner in which the excess items will be resolved, as well as cash-flow statements and fiscal year-end fund balance projections. The financial reports will also include the total dollar amount of unpaid accounts payable more than thirty days past due with an explanatory note for the total amount of any such past due amounts disputed by the School, if applicable; and the current average daily membership of the School. Should the School continually exceed its budgeted expenses with no corresponding increase in revenue, not report properly or timely to the Department of Education or the District, evidence any fiscal or legal non-compliance, the School will engage resources to resume budgeted performance and operate in compliance with all Applicable Law and generally accepted standards of fiscal management.

The School allows the District to discuss the School's financial matters with both its external auditor and accounting service provider if any. The School consents to the District conducting reviews of the School's accounts payable, at such times as the District may require, either at the School or at the School's accounting service provider, if any.

The School Board is responsible for establishing, approving, and amending an annual budget in accordance with Applicable Law. The School will provide the District (via the school's website) the adopted budget for the following school year by June 30th.

The budget must detail budgeted expenditures at the object level. In addition, the School Board is responsible for approving all revisions and amendments to the annual budget. The school will make available on its website any revisions or amendments to the School's budget within ten (10) business days after School Board approval.

(b) To Department of Education. The School will comply with all reporting requirements established by the Department of Education.

Section 6.10. Accounting Standards. The School shall at all times comply with generally accepted public sector accounting principles, generally accepted standards of fiscal management, and accounting system requirements that comply with Department of Education requirements.

Section 6.11. Annual Financial Statement Audit. The School shall engage in an annual external audit of all financial and accounting records. The audit will be prepared and reviewed by an independent certified public accountant. By December 15th of each year, the School shall share the annual financial statement audit and auditor's management letters including any required supplemental information via the website, for the school year ending the previous June 30th. By January 1st of each year, the School Board shall provide to the District a copy of any responses to auditor's management letters. The School will comply with the same financial audits, audit procedures, and audit requirements of school districts, including Minnesota Statutes sections 123B.75 to 123B.83, except to the extent deviations are necessary because of the program of the School. Financial, program, or compliance audits may be conducted by the Department of Education, or the State Auditor, and/or the Legislative Auditor.

Section 6.12. UFARS and MARSS. The School will utilize the UFARS financial accounting principles and methods. The School will comply with MARSS requirements with respect to student accounting.

Section 6.13. Contributions and Fund Raising. The School may solicit and receive contributions and donations as permitted by Applicable Law and UFARS. The School shall have an approved policy regarding the acceptance and administration of such gifts. No solicitation shall indicate that a contribution to the School is for the benefit of the District.

Section 6.14. Annual Reports. The School will submit its state-required annual report to the District no later than the date specified by the Minnesota Department of Education. The annual report shall be approved by the School Board prior to the submission to the District and will include such information as the District may require including, at a minimum, information required under Applicable Law and a report on the School's performance as it relates directly to the goals articulated in Exhibit F. The School will include in this report how it is fulfilling its primary purpose to improve the learning achievement, and success of all students.

Section 6.15. Employment. An employee hired by the School shall be an employee of the School for all purposes and not an employee of the District for any purpose. With respect to School employees, the School shall have the power and responsibility to: (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control employees' conduct, including the method by which the employee carries out his or her work. The School shall comply with the Public Employment Relations Act (PELRA), Minnesota Statutes Chapter 179A, as applicable. The School must employ or contract with teachers who hold valid licenses or any allowable waivers to perform the teaching service for which they are employed at the School.

The School Board shall be responsible for carrying workers' compensation insurance for its employees. The School shall employ and contract teachers who hold valid licenses or certifications, as required by Applicable Law. Teachers employed by the School shall be treated by the School as public school teachers for the purposes of Minnesota Statutes Chapters 354 and 354A.

The School will ensure that lesson plans and related materials developed by School employees to implement the School's academic program and curriculum are and remain School, and not individual/employee, property.

Section 6.16. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. Transportation. The School may provide transportation for students enrolled in the School and shall provide transportation for all students who are enrolled in the School and who reside in the District in which the School is located as required by Applicable Law. Otherwise, transportation will be provided by the district in which the School is located. In providing transportation either through the District or itself, the School shall do so in compliance with and provide any notices required by Applicable Law.

Section 6.18. Notification of Claim. The School agrees to provide notice to The District within five (5) days of the School's receipt of any significant claim, including any allegation of illegality or impropriety by the School or its employees, and any adverse notice received from the Department of Education.

Section 6.19. Expenses. The School agrees to pay for all expenses related to its operation as a charter school, including expenses incurred for operational programs and all expenses related to the performance of its obligations under this Contract and Applicable Law.

Section 6.20. Board Data. The School agrees to notify the District of any resignations or additions to its School Board within ten (10) days of such change. All additions to the School Board will execute a statement of assurance, in the form of Exhibit K, within ten (10) days of such addition, and which shall be provided to the District within thirty (30) days of such addition. The School agrees to obtain background checks, at the School's expense or at the individual's expense if allowed by Applicable Law, on all potential board members before such members are added to the School Board.

Section 6.21. Additional Reporting Obligations.

(a) Teacher Licensure. The School will provide the District by October 1 (via the Annual Report) of each school year of the following for each teaching staff member: full name, Minnesota license number, grade taught, subject(s) taught. The School will advise The District of any changes to its teaching staff via the board meeting minutes on the school website.

(b) Other Reporting. The School will furnish the District with other critical documents, data or information at the District's request. The District agrees that requests for other reporting will be reasonable and necessary.

Section 6.22 Cooperation and Third Parties. The School agrees to cooperate with and assist the District or its designee in providing the access, information, and data the District requires at the District's sole discretion in executing this Contract. The School understands and agrees that the District may contract with a third party to perform any of the District's oversight functions.

Section 6.23. Conflict of Interest and Assurances. The School agrees to comply with the provisions of Minnesota Statutes Section 124E.14 as well as the requirements of Exhibit K.

ARTICLE VII GENERAL PROHIBITIONS

Section 7.1. Tuition Prohibited. The School shall not charge tuition. The School may impose fees and require payment of expenses for activities of the School where such fees and payments are not prohibited by Applicable Law, including Minn. Stat 123B.34-123B. 39.

Section 7.2. Establishment of Religion Prohibited. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.

Section 7.3. Home School Support Prohibited. The School shall not be used as a method of educating or generating revenue for students who are being homeschooled, except as may be allowed by Applicable Law.

Section 7.4. Open Admissions. The School shall not limit admissions to students on the basis of intellectual ability, measures of achievement or aptitude, athletic ability or any other criteria inconsistent with Applicable Law. A student shall be re-enrolled for the next school year until formally withdrawn from the School.

Section 7.5. Lottery Admissions. The School shall enroll an eligible student who submits a timely application, unless the number of applicants exceeds the capacity of the programs, class, grade level, or building. In such cases, enrollment shall be by lottery and, when conducting such lottery, the School shall provide enrollment preferences as provided by Applicable Law.

ARTICLE VIII COMPLIANCE WITH STATE AND FEDERAL LAWS

Section 8.1. State Laws. The School shall comply with applicable state laws. Nothing in this Contract shall be deemed to apply any other state law to the School. Except as otherwise provided by the Charter School Act or this Contract, the School

shall be exempt from all Minnesota Statutes and rules applicable to a school, school board, and school district unless the statute or rule is made specifically applicable to a charter school.

(a) Students with Disabilities.

1. Compliance. The School shall comply with Minnesota Statute Sections 125A.02, 125A.03 to 125A.24 and 125A.65, concerning the provision of education services to students with a disability at the School.
2. Special Education Director. The School shall employ or contract with a special education director who shall be responsible for program development, coordination and evaluation; planning for professional development and general programmatic and fiscal supervision and administration.
3. Systems & Services. The School shall implement, at a minimum:
 - (a) a child-find system to identify students with disabilities and students who are suspected of having disabilities; such system will include a procedure for receiving referrals from parents, teachers, outside agencies, and physicians.
 - (b) a system for conducting comprehensive initial and reevaluations to determine eligibility for special education and related services.
 - (c) a full range of special education services to ensure that all students with disabilities are provided with the specially designed instruction and related services based on their disability-related needs.
 - (d) a system for monitoring appropriate and proper due process procedures to ensure effective and efficient child study procedures and methods of providing special education services for identified students.
4. Financial Parameters. The School is entitled to access state special education funds for salaries, supplies/equipment, contracted services, and student transportation costs. The School is permitted to bill certain special education costs not paid by state special education funds to the student's resident district. The combination of state special education funds and the ability to bill to the district certain special education costs enable the School to adequately provide special education services to such children. The School may also access federal special education funds.

At such time as the School has determined the number of its students who have disabilities as defined in Minnesota Statutes, sections 125A.03-24 and 125A.65, the School shall provide to the Commissioner a further description of the financial parameters within which the School will operate to provide special education instruction and services to such children.

- (a) Health and Safety. The School shall meet the same federal, state, and local health

and safety requirements applicable to a school district.

- (b) Immunization. The School shall comply with the Minnesota Statutes section 121A.15, requiring proof of student immunization against measles, rubella, diphtheria, tetanus, pertussis, polio, mumps, and hemophilia influenza type B prior to enrollment.
- (c) Human Rights Act. The School shall comply with the Minnesota Human Rights Act, Chapter 363A, which prohibits unfair discriminatory practices in employment, public accommodations, public services, or education; and comply with Minnesota Statutes section 121A.04, which governs provisions of equal opportunities for members of both sexes to participate in athletic programs.
- (d) Student Discipline and Dismissal. The School shall comply with the Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes sections 121A.40 to 121A.56. The School Board shall provide to the District its approved discipline policy and procedure consistent with the MPFDA within 120 days of the effective date of this Contract. The School shall comply with the continuing truant notifications under Minnesota Statute section 260A.03.
- (f) Fee Law. The School shall comply with the Minnesota Public Schools Fee Law, Minnesota Statutes sections 123B.34 to 123B.39, which governs authorized and prohibited student fees.

Section 8.2. Federal Laws. The School shall comply with applicable federal laws. Nothing in this Contract shall be deemed to apply any other federal law to the School.

Section 8.3. Intellectual Property. The School has ascertained that its name and logo do not violate or infringe upon the intellectual property rights of another and has taken appropriate measures to secure the intellectual property rights with respect to its name and logo.

Section 8.4. Student Records. The School shall comply with Applicable Law regarding the management and transfer of student records.

ARTICLE IX AMENDMENT

Section 9.1. Amendments. The District and the School acknowledge that the operation and administration of a charter school and the improvement of educational outcomes over time may require appropriate amendment of this Contract. In order to ensure a proper balance between the need for independent development of the School and the statutory responsibilities of The District as an authorizing body, all amendments to this contract must be in writing, and signed by the parties.

Section 9.2. Change in Existing Law. If, after the effective date of this Contract, there

is a change in Applicable Law which alters or amends the responsibilities and obligations, rights, or remedies of either the School or the District, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities, obligations, rights or remedies of the School and the District shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X CONTRACT REVOCATION/TERMINATION AND NONRENEWAL

Section 10.1. Grounds for Revocation/Termination or Nonrenewal. This Contract may be revoked/terminated and need not be renewed by the District upon a determination by the District that one or more of the following has occurred:

- (a) Failure of the School to demonstrate satisfactory achievement for all students including the requirements for student performance set forth in this Contract; or
- (b) Failure of the School to meet generally accepted standards of fiscal management; or
- (c) Failure of the School to comply with all Applicable Law.

Section 10.2. Other Grounds for Revocation/Termination or Nonrenewal. In addition to the grounds for revocation/termination and nonrenewal set forth in Section 10.1, the District may revoke/terminate or not renew this Contract, upon the District's determination that one or more of the following has occurred:

- (a) The School is unable to pay its bills as they become due, is insolvent, or is bankrupt;
- (b) The School has insufficient enrollment or demonstrated financial resources to successfully operate a charter school, or the School has lost more than fifty percent (50%) of its student enrollment from the previous school year
- (c) The School defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (d) The School amends its Articles of Incorporation and/or Bylaws at any time without notifying the district.
- (e) The District discovers negligent, fraudulent or criminal conduct by any of the School's applicant(s), directors, officers, employees or agents in relation to the school's performance under this Contract; or

- (f) The School's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the Department of Education or the District in connection with the District's issuance or oversight of this Contract, or in connection with any affidavit that the School requests the District submit to the Department of Education, or in connection with the School's reporting requirements under this Contract or Applicable Law; or
- (g) Other good cause shown.

Section 10.3. Procedures for Revoking/Terminating or Not Renewing Contract.

The District's process for revoking/terminating or not renewing the Contract is as follows:

- (a) Notice of Intent to Revoke/Terminate or Not Renew. The District, upon reasonable belief that grounds for revocation/termination or nonrenewal of the Contract exist, shall notify the School Board of such grounds by issuing the School Board a notice of intent to revoke/terminate or not renew. The notice of intent to revoke/terminate or not renew shall be in writing, shall set forth in reasonable detail the alleged grounds for revocation/termination or nonrenewal, and shall state that the School Board may request in writing, within fifteen (15) business days of receiving the notice, an informal hearing before the District.
- (b) School Board's Response. Within fifteen (15) business days of receipt of the notice of intent to revoke/terminate or not renew, the School Board shall respond in writing to the alleged grounds for revocation/termination or nonrenewal. The School Board's response shall either admit or deny the allegations of non-compliance. If the School's response includes admissions of non-compliance with the Contract or Applicable Law, the School Board's response must also contain a description of the School Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the School's response includes a denial of non-compliance with the Contract or Applicable Law, the School's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the School Board may request that an informal hearing be scheduled with the District. The School Board's failure to provide to the District a written request for an informal hearing within the fifteen (15) business day period shall be treated as acquiescence to the District's proposed action.
- (c) Informal Hearing. Upon receiving a timely written request for an informal hearing, the District shall give ten (10) business days notice to the School Board of the hearing date and time, and the District shall conduct such hearing.
- (d) Plan of Correction. The District shall review the School Board's response and may, in its sole discretion, determine whether a reasonable plan for correcting the deficiencies may be formulated. If the District determines that a reasonable plan for correcting the deficiencies set forth in the notice of intent to revoke/terminate or not

renew can be formulated, the District shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the District is permitted to adopt, modify or reject some or all of the School Board's response for correcting the deficiencies outlined in the notice of intent to revoke/terminate or not renew. The District is not obligated to offer a Plan of Correction to the School.

(e) Withdrawal of Notice of Revocation/Termination or Nonrenewal. The District may withdraw its notice of intent to revoke/terminate or not renew if the District determines any of the following: (i) the School Board's denial of noncompliance is persuasive; (ii) the non-compliance set forth in the notice of intent to revoke/terminate or not renew has been corrected by the School Board; or (iii) the School Board has successfully completed the Plan of Correction.

(f) Effective Date of Revocation/Termination or Nonrenewal. If the District decides to revoke/terminate or not renew the Contract, the revocation/termination or nonrenewal shall be effective on the date of the District's act of revocation/termination or nonrenewal, or at a later date as determined by the District, such date specified by the District in its determination of revocation/termination or nonrenewal. The District must take final action regarding revocation/termination or nonrenewal no later than twenty (20) business days: (i) before the specified date for revocation/termination or nonrenewal of the Contract, or (ii) the Contract's termination date.

Section 10.4. Dissolution. If this Contract is revoked/terminated, or if this Contract is not renewed pursuant to this Article, the School will dissolve following the process provided by Minn. Stat. Ch. 317A and Applicable Law relating to dissolutions and Exhibit L.

Section 10.5. Distribution of Property Upon Termination of Contract. In the event of dissolution of the School, all property which it might lease, borrow or contract for use, shall be promptly returned to those organizations or individuals from which the School has leased or borrowed the materials.

Section 10.6. Property Owned by School. All property that has been purchased by the School will remain its own. In the event of subsequent dissolution of the School, such property as may be required or permitted by Applicable Law will first be donated to other charter schools authorized by the District and if no District Charter School wants such property, then to any other Minnesota Charter School. Any remaining property will then will be sold or distributed in accordance with Applicable Law.

Section 10.7. Property Owned by School Employees. All property personally and/or individually owned by the trained and licensed teachers or staff employed by the School, shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, personal mementos and other materials or apparatus that have been personally financed by teachers or staff. Such property does not include lesson plans and related materials developed and produced by School employees to implement the School's

academic plan and curriculum; the School will ensure that its employment agreements document that such property is School property.

ARTICLE XI ADDITIONAL PROVISIONS

Section 11.1. Contract Renewal or Transfer to Different Authorizer.

- Contract Renewal.

1. Considerations Determining Renewal. The School acknowledges that improving the learning, achievement, and success of all students is the most important factor the District will consider in determining Contract renewal, which determination shall be based substantially on the School's attainment of its academic outcomes/goals identified in Exhibit F. The District will also consider any compelling evidence of improved pupil learning and student achievement for all students on Department of Education measures other than the attainment of outcomes/goals specified in Exhibit F.

The District will consider other factors in its renewal determination, which factors are considered secondary to improving all pupil learning and all student achievement. Specifically, the District will consider the achievement of any additional identified purposes specified in Exhibit D, and financial and operational performance obligations and compliance with Applicable Law as set forth in this Contract.

The School will be eligible for renewal only if the School has improved pupil performance and student achievement for all students, notwithstanding superior performance in financial, operations, governance, or legal compliance factors.

If the District offers a renewal contract, a five-year term will be awarded only if warranted by School performance: the School has improved all pupil learning and all student achievement, the School has met or substantially met its academic pupil performance outcomes/goals in Exhibit F, the school has no significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.

2. Considerations Warranting Nonrenewal. Nonrenewal is warranted based on the existence of grounds identified in section 10.1 or 10.2 or Applicable Law, notwithstanding the existence of improved pupil learning and student achievement for all students. For example, nonrenewal will result from the School's failure to improve all pupil learning and all student achievement notwithstanding superior performance in financial, operations, governance, or legal compliance factors, and nonrenewal may result from the School's improvement of all pupil learning and all student achievement combined with a significant financial, operational, governance, or legal compliance deficiency, or

multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas.

3. Corrective Action Renewal. If the School has improved all pupil learning and all student achievement, but School performance also indicates the existence of a significant financial, operational, governance, or legal compliance deficiency, or multiple deficiencies in any of the financial, operational, governance, or legal compliance areas, or deficiencies in multiple areas, The District may, but is not obligated to, renew this Contract. If the District renews the Contract in these circumstances, the renewal is for corrective action with a term not to exceed three years, and the School acknowledges and agrees that the School must continue to improve all pupil learning and all student achievement and must eliminate and resolve the deficiencies causing the Corrective Action Renewal and that no additional deficiencies are created or identified during that renewal term, in order to be eligible for a subsequent renewal.
4. Application. By December 15 of the school year in which this Contract terminates, the School will submit an application to the District that shall contain three parts: (1) School Performance. An analysis and evaluation of the School's performance under this Contract, which shall include a comprehensive evaluation of each contract goal for each year of the contract, as well as an evaluation of fiscal, operational, and governance performance during the term of the contract; (2) Proposed Goals. A proposal for goals for the following contract period; and (3) Other Information. Any other information the School desires the District to consider. The School agrees to provide to the District documentation supporting the School's evaluation if requested by the District.

The District will notify the School at least sixty (60) business days prior to the termination of this contract as to whether the District intends to offer a renewal charter contract.

- Transfer to Different Authorizer. The District must consent to the School's transfer to another authorizer. If the District consents to the School's request to transfer to a different authorizer, the School agrees to reimburse the District for any authorizer fees waived or not paid, grants provided by District to the School, and all training and professional development provided to the School by a third party but paid by the District. This provision does not apply if the District requests that the School transfer to another authorizer.

Section 11.2. Insurance. The School Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:

- (a) workers' compensation insurance to include coverage A;
- (b) insurance covering all of the School's real and personal property, whether owned or leased;

- (c) insurance required by Minn. Stat. 466.04, including
- (1) \$300,000 when the claim is one for death by wrongful act or omission and \$300,000 to any claimant in any other case, for claims arising before January 1, 2008;
 - (2) \$400,000 when the claim is one for death by wrongful act or omission and \$400,000 to any claimant in any other case, for claims arising on or after January 1, 2008, and before July 1, 2009;
 - (3) \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case, for claims arising on or after July 1, 2009;
 - (4) \$750,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 1998, and before January 1, 2000;
 - (5) \$1,000,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2000, and before January 1, 2008;
 - (6) \$1,200,000 for any number of claims arising out of a single occurrence, for claims arising on or after January 1, 2008, and before July 1, 2009;
 - (7) \$1,500,000 for any number of claims arising out of a single occurrence, for claims arising on or after July 1, 2009;
 - (8) twice the limits provided in clauses (1) to (7) when the claim arises out of the release or threatened release of a hazardous substance, whether the claim is brought under sections 115B.01 to 115B.15 or under any other law; or
 - (9) \$1,000,000 for any number of claims arising out of a single occurrence, if the claim involves a nonprofit organization engaged in or administering outdoor recreational activities funded in whole or in part by a municipality or operating under the authorization of a permit issued by a municipality.

The insurance must be obtained from a financially responsible licensed mutual, stock, or other responsible company licensed to do business in the State of Minnesota.

The School may join with other charter schools to obtain insurance if the School Board finds that such an association provides economic advantages to the School, provided that each School maintains its identity as first named insured. The School shall have a provision included in all policies requiring notice to the District, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the School shall provide the District or its designee copies of all insurance policies required by this Contract, if requested for periodic review by the District.

The above-stated coverage limits shall be issued and maintained as indemnity limits and shall not be reduced by any applicable insurer defense obligations. The Department of Education may suggest or Applicable Law may determine alternative amounts and terms of any deductible or insurance provisions, which shall supersede the foregoing requirements. The School shall provide the Department of Education with any insurance information, as requested.

The School may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for students while attending school or participating in a school program or activity.

Section 11.3. School Lease. The School shall provide to the District a copy of its lease, and any subsequent amendment(s), or deed for the premises in which the School shall operate within fourteen (14) calendar days of execution. The school will provide to The District any notice of lease termination within five (5) calendar days of receipt. The School may lease space from any independent or special school board eligible to be a charter school authorizer, other public organization, private nonprofit institution organization or private property owner, as it deems necessary. The School may lease space from a sectarian organization as allowed by Applicable Law.

Section 11.4. Occupancy and Safety Certificates. The School Board shall: (a) ensure that the School's physical facilities comply with all fire, health and safety standards applicable to schools; and (b) possess the necessary occupancy and safety certificates for the School's physical facilities. The School Board shall not conduct classes until the School has complied with this section. Copies of such certificates shall be provided to the District before the first day of classes, if requested by the District.

Section 11.5. Legal Liabilities. The District does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the School. The School acknowledges and agrees that it assumes full liability for its activities and that the Commissioner, the District, officers and members of the Board of the District, and employees of the District, are immune from civil and criminal liability with respect to all activities related to the School, pursuant to Minnesota Statutes Section 124E.09, and nothing in this Contract is intended to affect such immunity.

Section 11.6. Indemnification of the District and Commissioner. Notwithstanding Section 11.5, the School agrees to indemnify and hold harmless the District and its officers, board members, employees, agents or representatives, and to indemnify and hold harmless the Commissioner and Department of Education officers, agents, and employees notwithstanding Minn. Stat. section 3.736, from all suits, claims, demands, or liability, including attorney fees, and related expenses, which arise out of or are in any manner connected with the School's operations or which are incurred as a result of the reliance of The district upon information supplied by the School, or School Board and its agents or employees, or which arise out of the failure of the School to perform its obligations under this Contract or which arise out of the District's

exercise of its obligation under Applicable Law or enforcement of this Contract.

ARTICLE XII GENERAL TERMS

Section 12.1. Term of Contract. This Contract shall be effective on July 1, 2026 and shall remain in full force and effect for five (5) academic years through the end of the 2030-31 school year, and shall terminate on June 30, 2031, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic mail; or (iii) upon placing into United States mail if by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by written notice delivered pursuant hereto:

If to the District:
Northfield Public Schools
201 Orchard Street South
Northfield, MN 55057

If to the School: to the attention of the School Board or School Board President/Chair at:
Prairie Creek Community School
27695 Denmark Avenue
Northfield, MN 55057

Section 12.3. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. Subject to Section 9.2, if any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.4. Successors. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors.

Section 12.5. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the District and the School with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.6. Assignment. This Contract is not assignable by either the School or the District.

Section 12.7. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.8. Governing Law. This Contract shall be governed and controlled by the laws of the State of Minnesota as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.9. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.10. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.11. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.12. No Third Party Rights. This Contract is made for the sole benefit of the School and the District. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14. Non-agency. School is not an agent of the District and the District is not an agent of the school.

Section 12.14. Termination of Responsibilities. Except as provided in Section 12,15, upon termination or revocation of the Contract, the District or its designee and the School shall have no further obligations or responsibilities under this Contract to the School or any other person or persons in connection with this contract.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.1 (a)3 Probationary Renewal, Section 11.2 Insurance, Section 11.5 Legal Liabilities, Section 11.6 Indemnification of the District, Section 12.8

Governing Law, Section 12.10 Construction, Section 12.13 Non-Agency, and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

As the designated representative of the District, I hereby issue this Contract to the School on the date set forth:

DATE: May 26, 2026

NORTHFIELD PUBLIC SCHOOLS

By: _____
Claudia Gonzalez-George
Its: Board Chair

As the authorized representative of the School, I hereby certify that the School is able to comply with the Contract and all Applicable Law, and that the School, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this contract as of the date set forth above.

PRAIRIE CREEK COMMUNITY SCHOOL

By: _____
Christine Williams
Its: Board Chair

Exhibit A
Minnesota Department of Education Approval

EXHIBIT A

MINNESOTA
DEPARTMENT OF

1500 HIGHWAY 36 WEST
ROSEVILLE, MN 55113-4266

T: (651) 582-8200
TTY: (651) 582-8201
<http://cfl.state.mn.us>

*Children,
families &
Learning*

November 21, 2001

Dr. Terry Tofte
Northfield School District ISD 0659
1400 Division Street South
Northfield, MN 55057


Dear Dr. Tofte:

This letter is intended to serve as official notification that Northfield School District's request to sponsor Prairie Creek Community School has been approved according to requirements set forth in Minnesota Statute 124D.10, Results-Oriented Charter Schools. Prairie Creek Community School is approved to serve grade levels K-5.

This approval provides the Prairie Creek Community School developers authority to move forward in the process of implementing the charter school. An attachment details three important next steps. Note that the contract between the school and sponsor needs to be finalized within ninety days of the date of this letter.

Congratulations and continued success for the Prairie Creek Community School.

Sincerely,


Christine Jax, Ph.D.
Commissioner

Cc: Ms. Caroline Jones

Exhibit B

Articles of Incorporation of the School

ARTICLES OF INCORPORATION OF PRAIRIE CREEK COMMUNITY SCHOOL

These Articles of Incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a nonprofit corporation under the Minnesota Nonprofit Corporations Act, Minnesota Statutes, Chapter 317A.

ARTICLE I NAME

The name of the corporation is Prairie Creek Community School (the "Corporation").

ARTICLE II REGISTERED OFFICE

The address of the registered office in the State of Minnesota is 27695 Denmark Avenue, Northfield, Minnesota 55057.

ARTICLE III PURPOSES

The purposes for which the Corporation is organized are: (1) to be operated in accordance with Minnesota law, including the provisions of Minnesota Statute § 124D.10, to promote, support, advance and represent the interests of a fully accountable, financially, legally and educationally autonomous public charter school; (2) to receive and disburse funds or other property incident to or necessary for the accomplishment of its purposes and do any and all acts incidental to the transaction of its business or expedient for the attainment of the purposes stated herein; (3) and to carry out such purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter in effect (the "Code"), and which is other than a private foundation by reason of being described in Section 509 (a)(1), (2) or (3) of the Code.

ARTICLE IV NO PECUNIARY GAIN

No part of the earnings may inure to the benefit of or be distributed to the Corporation's members, directors or officers. No financial gain shall ever accrue to a member, officer or director of the Corporation, nor to any person or organization in the conduct of the business of the Corporation, except that reasonable compensation may be paid for services actually rendered to or for the Corporation in carrying out its charitable purposes as permitted by federal law. Any receipts of the Corporation in excess of the ordinary expenses of the Corporation shall inure to the benefit of the Corporation and shall be applied by the directors to the expenses incurred by the Corporation in carrying out the purposes set forth herein.

065027

**ARTICLE V
POLITICAL ACTIVITY**

No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

**ARTICLE VI
MEMBERS**

The Corporation shall not have capital stock. The membership of the Corporation shall consist of one or more classes. The Board of Directors shall have the authority to establish one or more classes of membership and shall fix the voting power, rights and preferences of each class in the Bylaws of the Corporation.

**ARTICLE VII
DISSOLUTION**

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision of the payment of all debts, obligations, liabilities, costs and expenses of the Corporation, dispose of all assets of the Corporation; provided, however, that in no case shall a liquidation, transfer or disposition be made which would not qualify as a charitable contribution under Section 170(c)(1) or (2) of the Code, and all assets shall be turned over and transferred to one or more organizations qualified as exempt pursuant to Section 501(c)(3) of the Code or to the State of Minnesota or any political subdivision thereof for exclusively public purposes.

**ARTICLE VIII
PERSONAL LIABILITY**

Neither the members, nor the incorporator, directors, officers, employees, representatives or agents of the Corporation, past or present, shall be personally liable for the payment of any debts or obligations of this Corporation of any nature whatsoever, nor shall any of the property of the members or any of the incorporator, directors, officers, employees, representatives or agents be subject to the payment of the debts or obligations of the Corporation to any extent.

**ARTICLE IX
INITIAL DIRECTOR**

The initial sole member of the Board of Directors, who shall served until a different Board of Directors is appointed in the manner provided for in the Bylaws of the corporation, is:

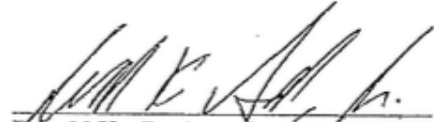
Caroline Jones
27695 Denmark Avenue
Northfield, Minnesota 55057

ARTICLE X
INCORPORATOR

The name and address of the incorporator is:

Ronald K. Gardner
4000 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of February, 2002.



Ronald K. Gardner, Jr., Incorporator

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

FEB 20 2002 /S

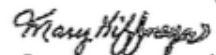

Secretary of State

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Bylaws

Prairie Creek Community School

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BYLAWS OF Prairie Creek Community School (the “Corporation”)

ARTICLE I PURPOSE

The purposes of the Corporation are as stated in its Articles of Incorporation.

ARTICLE II

OFFICES

The registered office of the Corporation in the State of Minnesota is as stated in the Articles of Incorporation. The registered office may be, but need not be, identical with the principal office in the State of Minnesota.

ARTICLE III MEETINGS

Section 1. Annual Meeting. The annual reorganization meeting of the Board of Directors shall take place in October of each year. Notice of the annual meeting of the Corporation shall be by official posting on the school website and posting at the school site. Such notice shall contain the date, time and place of the meeting.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held every month or as according to a board-approved schedule. The Board will be notified by written notice received by mail, e-mail, in person or by facsimile prior to the meeting. The notice shall designate the time, place and date of such meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called at any time, for any purpose, by the Chairperson or at least two Directors. Notice of every special meeting of the Board of Directors shall be delivered in person, e-mailed, or made via telephone, not later than seventy-two (72) hours before the meeting is to be held. The notice shall be accompanied by an agenda which shall specifically state the purpose of the special meeting.

Section 4. Emergency Meetings. An emergency meeting may be called because of circumstances that, in the judgment of the Board, require immediate consideration by the charter board. Under such circumstances, the cause must be clearly identified in the agenda, and notification must be given to all board members. For an emergency meeting, the public body shall make good faith efforts to provide notice of the meeting in accordance with Minnesota Statutes, section 13D.04, subdivision 3.

Section 5. Quorum and Adjourned Meeting. A meeting at which at least a majority of the members of the Board of Directors are present shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If, however, such quorum shall not be present at any such meeting, the director or directors present thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. The existence of a

quorum is determined when a duly called meeting is convened.

Section 6. Voting. The affirmative vote of a majority of a quorum of Board members shall constitute a duly authorized action of the Board.

Section 7. Open Meeting Law. All Board of Director meetings and committee meetings of the Board of Directors, and notice of all such meetings, shall comply with the Open Meeting Law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Except as limited by the Articles of Incorporation, these Bylaws, Minnesota Statute 124D.10, and by other applicable law, the Board of Directors shall have the power and authority to do all acts and perform all functions that the Corporation may do or perform.

Section 2. Number and Qualifications.

(a) Number. The Board of Directors shall consist of nine voting members.

(b) Qualifications.

(i) Related Parties Prohibited. The Board of Director membership shall not contain any related parties, as defined by Minn. Stat. 124D.10.

(ii) Additional Qualifications. Consistent with Minn. Stat. 124D. 10, Subdivision 4(g), the Board of Director membership will adhere to the following governance model:

Section 3. Governance Model. For as long as required by Minnesota law, the ongoing Board of Directors shall be comprised of at least two Minnesota licensed teachers employed at the school, at least one parent/legal guardian of a child enrolled at the school, and at least one community member who is neither employed at the school nor has a child enrolled at the school. Parent, Teacher and Community Directors will serve a three year term.

a) A teacher employed at the school who is also a parent of a child enrolled at the school is eligible for a teacher-designated Director position and is

ineligible for a parent-designated Director position.

b) A parent who fills a parent-designated Director position and whose child is un-enrolled from the school during his or her term may end their term or remain on the board as a community member.

c) A parent Director may not be an employee of the school, per Minn. Stat. 124D.10, Subdivision 4(g).

Section 4. Governance Structure. The structure of the board can be changed in accordance with Minnesota Statutes, section 124E.07, subdivision 4 by utilizing the following process:

1. By a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and
2. with the authorizer's approval.

Any change in board governance structure must conform with the board composition established under this section.

Section 5. Resignation and Removal. Directors may resign at any time, effective immediately or at a specified later date, by giving written notice to the Board Chairperson or the Secretary of the Corporation and shall be effective at the time specified therein, or if no time is specified, at the time of its receipt by the Chairperson or Vice-Chairperson. The acceptance of such resignation shall not be necessary to make it effective. A director may be removed at any time, by a two-thirds (2/3) majority vote of all remaining directors of the Corporation.

Section 6. Filling Vacancies. Unless otherwise provided by Minnesota Statutes, Section 317A.227, vacancies on the Board of Directors caused by death, disqualification, resignation, disability, removal or such other cause shall be filled by appointment of a new director by the affirmative vote of a majority of the remaining directors, even if less than a quorum. A director filling a vacancy shall hold office until the end of the term they are replacing, or until his or her successor has been duly elected and qualified, subject to his or her earlier death, disqualification, resignation or removal.

Section 7. Compensation. Directors shall not receive compensation for their services as a Director, but nothing in these Bylaws shall be construed to preclude a teacher Director from serving the Corporation as an employee and receiving compensation therefore. In addition, the directors of this Corporation may be reimbursed for

reasonable out-of-pocket expenses incurred by them in rendering services to this Corporation, as the Board of Directors from time to time determines such services to be directly in furtherance of the purposes and in the best interest of the Corporation.

Section 8. Presence at Meetings. Members of the Board of Directors or of any committee, as applicable, may participate in a meeting of the Board of Directors or any committee by means of telephone or similar electronic communications if all of the following conditions are met:

- (a) an in-person meeting is not practical or prudent due to a health pandemic or an emergency declared under Minn. Stat. Ch. 12,
- (b) all Board members, wherever physically located, can hear one another and all discussion and testimony,
- (c) all members of the public at the regular meeting location can hear all discussion and testimony and all votes, unless attendance at the regular meeting location is not feasible due to the health pandemic or emergency declaration,
- (d) at least one Board member, legal counsel, or chief administrator is physically present at the regular meeting location, unless unfeasible due to the health pandemic or emergency declaration, and
- (e) all votes are conducted by roll call, so that each Board member's vote on each issue can be identified and recorded.

Section 9. Committees of the Board. The Board of Directors may, by resolution passed by a majority vote of a quorum of the Board of Directors, designate, define authority of, set the number and determine the identity of, members of one or more committees. Committee members must be natural persons, but need not be members of the Board of Directors. The Board may, by similar vote, designate one or more alternate members of any committee who may replace any absent or disqualified member of any meeting of the committee.

- (a) Authority of Committees. All committees shall make recommendations to the Board of Directors. No committee shall have the authority to act on behalf of the Board of Directors.
- (b) Procedures for Conducting Committee Meetings. The activities of all committees of this Corporation shall be conducted in such manner as will

advance the best interest of the Corporation. Each committee shall fix its own rules of procedure and other regulations which shall be consistent with the Articles of Incorporation, these Bylaws and the policies of the Corporation. The Board Chairperson shall be an ex-officio non-voting member of all committees, unless the Chairperson serves as a member of such committee. The meetings of all committees shall be open to the public, pursuant to Minnesota's Open Meeting Law.

(c) Limitation on Authority of Committees. Each committee shall be under the direction and control of the Board and shall keep regular minutes of its proceedings, and all action of each committee shall be reported to the Board of Directors and shall be subject to revision and alteration by the Board of Directors.

(d) Committee Establishment. The Board may establish committees by majority vote of Board membership.

Section 10. Conflict of Interest. A Conflict of Interest Policy will be established by the Board of Directors that is consistent with Minn. Stat. 124D.10 and federal law. (Please refer to the Conflict of Interest Policy approved by the Board of Directors for specific requirements and conditions.)

ARTICLE V OFFICERS

Section 1. Number & Election. .

(a) Number of Officers. The officers of this Corporation shall consist of a Chairperson, Vice Chairperson, Treasurer, Secretary and such other officers as the Board of Directors shall determine from time to time.

(b) Election of Officers & Term.

(ii) Board. The officers of the Corporation shall be elected by the Board for the lesser of a one (1) year term or the remaining unexpired term of the Director.

Section 2. Vacancies. A vacancy in any office of this Corporation occurring by reason of death, disqualification, resignation or removal shall be elected by a majority vote of the Board for the remaining unexpired term of the office.

Section 3. Chairperson.

The Chairperson shall:

- (a) Exercise the functions of the Office of the Chairperson of the Corporation;
- (b) Preside at all meetings of the Board of Directors; (c) Perform such duties and exercise such powers as are necessary or incident to the supervision and management of the business and affairs of the Corporation as directed by the Board of Directors;
- (d) Sign and deliver, in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments requiring an officer's signature, unless otherwise directed by the Board;
- (e) Have the general powers and duties usually vested in the office of the Chairperson and;
- (f) Have such other powers and perform such other duties as are prescribed by Minnesota Statutes, Section 317A.305, subd. 2, and as the Board of Directors may from time to time prescribe.

Section 4. Vice-Chairperson

- (a) The Vice Chairperson shall fulfill the above duties in the absence of the Chairperson.

Section 5. Treasurer. The Treasurer shall facilitate the Board's financial oversight responsibilities and shall:

- (a) Serve as Chair of the Finance Committee;
- (b) Provide direction for the oversight of the school's record keeping and accounting policies;
- (c) Ensure the presentation of timely and meaningful financial reports to the board;
- (d) Ensure the development of the annual budget and its submission to the Board for its approval;
- (e) Oversee development and board review of financial policies and procedures;
- (f) Lead the board in assuring compliance with federal, state and other financial reporting requirements;

- (g) Present the recommendation of the auditor to the Board for their approval; and,
- (h) Perform such other duties and have such other powers as may from time to time be prescribed by the Board of Directors.

Section 6. Secretary. The Secretary shall provide direction for the keeping of legal documents and shall:

- (a) Certify and keep at the office of the Corporation the current Bylaws and Board-approved policies;
- (b) Keep at the office of the Corporation a book of minutes of all meetings of the Board and of its committees;
- (c) Present for approval by the Board copies of the minutes of meetings of the Board;
- (d) Ensure that all meeting notices are duly given in accordance with the provisions of the Bylaws or as required by law;
- (e) Serve as the general protocol officer of the Board, ensuring that all procedural requirements are followed legally and ethically; and,
- (f) Perform such other duties as may be prescribed by the Board of Directors.

Section 7. Management and Administrative Employees. The Corporation may have such management and administrative employees as the Board of Directors deems necessary. Such employees shall: 1) be appointed in a manner, 2) have their duties and responsibilities; and 3) hold their positions for the time, prescribed by the Board of Directors.

Section 8. Compensation. The employees of the Corporation may be paid such reasonable compensation, if any, for their services rendered to the Corporation in such capacity, and may be reimbursed for reasonable out-of-pocket expenses, as the Board of Directors from time to time determines to be directly in furtherance of the purposes and in the best interests of the Corporation.

Section 9. Bond. The Board of Directors of this Corporation shall from time to time determine which, if any, of the officers, agents or employees of this Corporation shall be bonded and the amount of each bond.

Section 10. Removal of Officer. An officer may be removed at any time, by the vote of a majority of a quorum of the Board of Directors at any regular meeting or at a special meeting called for the purpose of considering the removal of an officer.

Section 11. Resignation. Any officer may resign at any time. Such resignation shall be made in writing to the Chairperson or Vice Chairperson of the Corporation and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Chairperson or Vice Chairperson. The acceptance of a resignation shall not be necessary to make it effective.

ARTICLE VI DISTRIBUTION OF ASSETS

Section 1. Right to Cease Operations and Distribute Assets. By a two-thirds (2/3) majority vote of all directors, the Board of Directors may resolve that the Corporation Cease operations and voluntarily dissolve. Such resolution shall set forth the proposed dissolution and direct designated officers of the Corporation to perform all acts necessary to affect dissolution. Written notice as required by the Bylaws shall state that the purpose of the meeting shall be to vote upon the dissolution of the Corporation. A resolution to dissolve the Corporation shall be approved only upon the affirmative vote of a two-thirds (2/3) majority of the Board of Directors taken at a meeting during which the resolution is brought before the public. If such cessation and distribution is called for, the Board of Directors shall set a date for commencement of the distribution.

Section 2. Cessation and Distribution. When cessation of operations and distribution of assets has been called for, the Board of Directors and the designated officers shall cause the Corporation to discontinue its regular business activities and operations as soon as practicable, and shall liquidate and distribute all the Corporation's assets to other entities in accordance with Minnesota Statutes, Section 317A.735 and in accordance with the Articles of Incorporation. Notice of intent to dissolve shall be filed with the Secretary of State pursuant to Minnesota Statutes, Section 317A.723.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification. Each director, officer and employee of the Corporation, past or present, and each person who serves or may have served at the request of the Corporation, as a director, officer, partner, trustee, employee, representative or agent of another organization or employee benefit plan, and the respective heirs, administrators and executors of such persons, shall be indemnified by the Corporation in accordance with, and to the fullest extent permitted by, Minnesota Statutes, Section 317A.521. The Corporation shall not be obligated to indemnify any other person or entity except to the extent such obligation shall be specifically approved by resolution

of the Board of Directors. The Board or its designee shall have the power to advance such person's expenses incurred in defending any such proceeding to the maximum extent permitted by law. This Section is and shall be for the sole and exclusive benefit of the individuals designated herein and no individual, firm or entity shall have any rights under this Section by way of assignment, subrogation or otherwise, whether voluntarily, involuntarily or by operation of law.

Section 2. Insurance. The Corporation may purchase insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, against any liability asserted against and incurred by such person in his or her official capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against liability under Minnesota Statutes, Section 317A.521, the Articles of Incorporation or these Bylaws.

ARTICLE VIII AMENDMENTS TO BYLAWS

The bylaws may be amended, altered, or repealed and new bylaws adopted, upon:

- (a) by a majority vote of the board of directors and a majority vote of the licensed teachers employed by the school as teachers, including licensed teachers providing instruction under a contract between the school and a cooperative; and
- (b) with the authorizer's approval.

ARTICLE IX FINANCIAL MATTERS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and any such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors or these Bylaws, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or to render it financially liable for any purpose or to any amount.

Section 2. Loans and Pledges. No loans shall be contracted nor pledges or guarantees given on behalf of the Corporation unless specifically authorized by the Board of

Directors.

Section 3. Authorized Signatures. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such person or persons and in such manner as shall from time to time be determined by the Board of Directors or these Bylaws.

Section 4. Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may designate and shall be disbursed under such general rules and regulations as the Board of Directors may from time to time determine.

Section 5. Corporate Seal. The Corporation shall not have a corporate seal.

Section 6. Documents Kept at Registered Office. The Board of Directors shall cause to be kept at the registered office of this Corporation original or copies of:

- (a) Approved minutes and records of all proceedings of the Board of Directors and all committees;
- (b) Records of all votes and actions of the members;
- (c) All financial statements of this Corporation; and,
- (d) Articles of Incorporation and Bylaws of this Corporation and all amendments and restatements thereof.

Section 7. Accounting System and Audit. The Board of Directors shall cause to be established and maintained, in accordance with generally accepted standards of fiscal management for a public charter school applied on a consistent basis, an appropriate accounting and financial reporting system for the Corporation. The Board shall cause the records and books of account of the Corporation to be audited at least once each fiscal year and at such other times as it may seem necessary or appropriate, and may retain such person or firm for such purposes as it may deem appropriate.

ARTICLE X MISCELLANEOUS

Section 1. Gender References. All references in these Bylaws to a party in the masculine shall include a feminine and neuter.

Section 2. Plurals. All references in the plural shall, where appropriate, include the singular and all references in the singular shall, where appropriate, be deemed to include the plural.

Revised 6.24.2025

**Exhibit D
Implementation of Purpose/Mission**

PRAIRIE CREEK COMMUNITY SCHOOL

The School's identified statutory purposes and the methods it will use to achieve them are:

1. Improve all pupil learning and all student achievement
2. Increase learning opportunities for all pupils
3. Encourage the use of different and innovative teaching methods
4. Require the measurement of learning outcomes and create different and innovative forms of measuring outcomes
5. Create new professional opportunities for teachers including the opportunity to be responsible for the learning program at the school site

The School will report its implementation of these purposes in its annual report.

**Exhibit E
Academic Programming
Prairie Creek Community School**

In-School Time Programs: K-5 Academic Program:

1. Implementation of a child-centered, multi-age progressive education program.
Mission Statement:

Prairie Creek is a community school

Families, teachers, staff, and students collaborate to create a joyful and challenging climate for learning. We work to build an inclusive environment to which all belong. We embrace the experiences, identities, and perspectives that we all bring.

Prairie Creek is a child-centered school

Children discover their power in an experiential learning environment. We honor the whole child and attend to the well-being of each individual - socially, emotionally, physically, and academically. We strive to know children deeply and assure them of their value.

Prairie Creek is a progressive education school

We are committed to inquiry, innovation, and reflective practice. We support children in developing the skills and habits of mind that cultivate a lifelong love of learning. We share our philosophy and practice with others and learn from them.

Prairie Creek works to make the world a better place

We engage in democratic decision-making and problem-solving where children are empowered to speak their voice and effect change in pursuit of a just and compassionate world. We challenge and prepare one another to understand and actively resist racism and other societal injustices. We nurture a close connection with nature and promote environmental stewardship.

Narrative:

Prairie Creek's progressive philosophy aligns closely with current research and best practices for developing 21st century skills. The school is a multi-age, active learning environment that fosters creativity, critical thinking, and a passion for learning. The school places a strong emphasis on the value of play, the arts and the development of social and emotional intelligence.

The academic program is centered on a philosophy, rooted in the teaching of John Dewey and other progressive educators, that holds that children will construct an understanding of the world from genuine experiences. Consequently, children engage in thematic study and individual projects throughout the school year. Teachers tailor this study to the children's developmental stages as they progress through the K - 5 program. Interdisciplinary study is aligned to standards through an annual review by teacher professional development committees. Comprehensive literacy and math plans support this work and ensure continuity and opportunity for reading, writing and numeracy to also connect in authentic ways with other subject areas. Prairie Creek has a strong commitment to the arts, and specialists teach all children in the fields of visual art, music and Spanish. A team of teaching assistants provides an additional level of child-centered support in classrooms.

The general education program is supported by a team of licensed special education teachers and paraprofessionals that serve Individual Education Program Plan needs. An ADSIS Reading teacher supports a multi-tiered program.

Literacy Curriculum

Prairie Creek Community School uses the U of M Functional Phonics and Morphology Grades K-5

Math Curriculum

Prairie Creek Community School uses Illustrative Math Grades K - 5

Prairie Creek is committed to a robust model of teacher evaluation. All teachers are supervised and evaluated by the school director and engage in peer coaching through the Q Comp program.

Out-of-School Time Programs:

The School offers the following out-of-school time programs:

- After School Care: Before and after school care is provided for children. This is a fee- based program.

**Exhibit F
Academic Goals**

All Students Ready for School

An average of at least 65% of kindergarten students will be Low Risk on the fall Fastbridge Early Reading Assessment FY27 - FY31.

All Students are Ready for Career and College

MCA - Math (Grades 3 - 5)

- a. PCCS combined FY27 - FY31 proficiency rate exceeds the state combined FY27-31 proficiency rate.
- b. PCCS combined FY27 - FY31 proficiency rate exceeds the resident district combined FY27 - FY31 proficiency rate.
- c. PCCS combined FY22 - FY26 proficiency rate exceeds a comparable Charter School combined FY27 - FY31 proficiency rate.

MCA - Reading (Grades 3 - 5)

- a. PCCS combined FY27 - FY31 proficiency rate exceeds the state combined FY27-31 proficiency rate.
- b. PCCS combined FY27 - FY31 proficiency rate exceeds the authorizing district combined FY27 - FY31 proficiency rate.
- c. PCCS combined FY22 - FY26 proficiency rate exceeds a comparable Charter School combined FY27 - FY31 proficiency rate.

All racial and economic achievement gaps between students are closed

MCA Math - FRP (Grades 3 - 5)

- a. PCCS combined FY27 - FY31 proficiency rate exceeds the state combined FY27-31 proficiency rate.
- b. PCCS combined FY27 - FY31 proficiency rate exceeds the authorizing district combined FY27-31 proficiency rate
- c. PCCS combined FY27 - FY31 proficiency rate exceeds a comparable Charter School combined FY27-31 proficiency rate.

MCA Reading - FRP (Grades 3- 5)

- a. PCCS combined FY27 - FY31 proficiency rate exceeds the state combined FY27-31 proficiency rate.
- b. PCCS combined FY27 - FY31 proficiency rate exceeds the authorizing district combined FY27-31 proficiency rate.
- c. PCCS combined FY27 - FY31 proficiency rate exceeds a comparable Charter School combined FY27-31 proficiency rate.

All Students Career and College-Ready by Graduation

Math (Grades 2 - 5). FASTBRIDGE

The overall percent of students identified by FastBridge as at the "grade level benchmark" (low risk - college pathway) will improve by at least four percentage points between fall and spring.

Reading (Grades 2 - 5). FASTBRIDGE

The overall percent of students identified by FastBridge as at the "grade level benchmark" (low risk - college pathway) will improve by at least four percentage points between fall and spring.

Lifelong Learner Goal

95% of students in Grades K-5 will annually complete an independent research project. The project will be a topic of the student’s choice, employ research strategies and involve presentation before a community audience.

**Exhibit G
School Admissions Policy**

Revised: 2/27/2025
Approved: 5/13/2021

**Prairie Creek Community School
Enrollment & Lottery Policy**

The purpose of this policy is to ensure the practice of a fair and equitable enrollment process and procedures at Prairie Creek Community School that follows all Minnesota state guidelines.

I. Definitions

Parent – The term “parent” as used in this policy refers to the legal guardian of a student as defined in Minnesota Statute Section 124E.11.

Prairie Creek Community School – Prairie Creek Community School may also be known as PCCS or “the School” throughout this document.

Enrolled – A student will be considered “enrolled” at PCCS upon the completion and return of the Student Enrollment Form.

Enrollment Team - A team that is made up by the Director or Designee and the Office Manager or Designee

II. Open Enrollment

A. Enrollment Application

The PCCS enrollment application is only valid for one lottery. If a parent would like to include their child in subsequent lotteries (upon being waitlisted), they must submit a new application. The application is made available by November of the previous school year (online and paper).

To be included in the lottery, parents must submit the application by a deadline set by the administration annually, but students can be added to the waitlist at any time during the school year by submitting an enrollment application. A lottery will be conducted for every grade where openings exist and a new waitlist will be established for each grade following the lottery.

III. Lottery Process

A. General

When the number of enrollment applications exceeds the number of openings in a particular grade, PCCS will conduct a lottery to determine those students who will be admitted or put on the waiting list. The school will follow the steps outlined below to ensure this procedure is equitable to all applicants. A completed Enrollment Application is required in order to be included in the annual lottery and/or placed on the waiting list. The lottery is open to observation by the public and will be posted in the school calendar and on the website.

B. Enrollment Eligibility

In order to be eligible to enroll at Prairie Creek Community School in Kindergarten, a student must be age 5 on or before September 1st of the year they will be starting school. In order to be eligible for first grade, a student must be at least 6 years of age by September 1st of the calendar year for which the student seeks admission or has completed kindergarten.

C. Enrollment Preferences

1. *Siblings* refers to those prospective students who have siblings currently enrolled at PCCS in the academic year in which the lottery is being conducted.

- a. Any child of a family unit related biologically, by marriage or adoption to one or both parents.
- b. Any child in a foster -care situation with the family of a current student. In accordance with Minnesota Statutes, section 124E.11(c)
- c. In the event that there is one opening in a given grade and the next child on the waiting list has a sibling in the same grade (possibly, but not limited to twins), all sibling children will be admitted and the class size will be increased over the limit only to accommodate these siblings.
- d. No other children will be admitted from the waiting list until the class size drops to one below the limit. If the sibling is on the waiting list for a different class, they remain on the waiting list until a spot opens up. *Siblings will only be given preference if the enrollment form is turned in by the application deadline.

2. Prospective students who are children of PCCS employees will receive enrollment preference provided there is an opening in the grade to which they are applying.

- a. This admission preference does not apply to children of substitute teachers or independent contractors.

D. Process to determine the number of students to be accepted

1. The administrative team at PCCS will propose and the PCCS Board of Directors will determine the number of openings in each grade for the next school year by the January board meeting of the application year.

E. Lottery Procedures

Prairie Creek Community School will conduct a lottery to determine enrollment and waiting lists at each grade level. Per our sibling preference section of this policy (III.C.1), if there are more siblings of currently enrolled students than there are openings in a particular grade, a lottery amongst the siblings will be conducted before the lottery for all other applicants. The sibling lottery will be conducted first as it is a mandatory preference. Upon completion of the sibling preference lottery, a lottery of the children of staff (III.C.2) will be conducted followed by non-preferenced children.

The enrollment lottery shall be open to the public for observation. A notice of the date, time, and location of the enrollment lottery will be posted on our website. The lottery will be conducted by the school Director (or designee), a member of the school board executive committee (Chair, Vice-Chair, Treasurer, or Secretary) and the school office manager. Care must be taken to not disclose private data at the public enrollment lottery (for example, using numbers assigned to enrollment applications instead of using prospective and/or current student names).

Students are admitted to the school in the order in which they are drawn in the lottery, until all available spots are filled. The lottery then continues and establishes the general waiting list for each grade in the order drawn, until all applications are drawn.

All families that are awarded a spot through the enrollment process will be contacted via phone or email. All other families will receive notification of their waiting list position via email or letter.

IV. Waiting List

Following the lottery, those students who have not been admitted will be placed on a waiting list.

Students will remain on the waiting list until they are offered enrollment or their parent/guardian requests they be removed. We will follow the steps outlined below to ensure the procedure is equitable to all applicants.

A. Waiting List Procedures

1. All students will be assigned an anonymous identifier during the lottery procedures.
2. Families will be notified of their child's waiting list position.
3. Siblings of newly enrolled students are moved up the waiting list when the enrolled student's Student Enrollment Form is received.
4. The waiting list is maintained by the Enrollment Team and updated throughout the year as students are enrolled off of the list.

*If a sibling of a currently enrolled student or student of a new faculty member submits an application after the lottery, that student will move to the top of the waiting list (behind any other siblings or faculty children currently on the waiting list).

Note: The Waiting List for Prairie Creek Community School is intended for the sole purpose of enrollment and distribution of information deemed appropriate by PCCS to be of interest to those parties. PCCS will not sell, distribute or otherwise disseminate waiting list information. PCCS will not use this list for solicitation purposes other than to gather interest and involvement in those things related to enrollment, expansion or related interests at PCCS.

V. Enrollment of New Students after the Lottery

Openings for grades K - 5 will be filled on a grade -level basis.

A. Confirmation of Opening

The Enrollment Team will be notified when a position is open once the school:

1. Receives confirmation that a family is declining an enrollment offer.
2. Receives a withdrawal notification in writing from parent(s) or confirmed enrollment from another school.

B. Contact Next on Waiting List

As a space becomes available, the Enrollment Team will contact the first student next on that grade's waiting list who has not already been contacted for the current school year via email and phone. Once a parent has been contacted, they must respond within two (2) business days in order to accept the position or the Enrollment Team will offer the position to the next student on the list.

VI. Open enrollment spots

When a student is un-enrolled at PCCS for any reason, their spot will be offered to the next student on the waiting list.

VII. Student Withdrawal

When a student withdraws from PCCS, a parent should notify the Enrollment Team of the withdrawal.

In the event that another school requests a transfer of an enrolled student's records but PCCS has not been notified by the student's parent or guardian of an intent to

unenroll the student from PCCS, an attempt shall be made to contact the student's parent or guardian for clarification. If the parent or guardian cannot be reached, PCCS shall consider the student to be unenrolled.

If a student withdraws from PCCS in order to be eligible for participation in summer intervention programming outside PCCS then that student's place will not be filled from the waitlist. This option requires prior communication with the Executive Director/Designee prior to enrolling in the intervention program.

Approval is contingent on the family providing written intent to reenroll at the outset of the next academic year. This only applies to students who attend programming in the window that is after the last student day of PCCS's calendar and programming ends before the first student day of the next academic year. Should a student not return by the end of the first week of school, they will be considered unenrolled.

VIII. Non--Discrimination

It is the policy of the School Board of PCCS School District No. 4090 to comply with federal and state laws prohibiting discrimination to the end that no person protected by such law shall, on the grounds of race, color, nationality, ethnic origin, religion, gender, marital status, sexual orientation, status with regard to public assistance, age or disability (hereinafter "protected class status") be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any educational program, or in employment, or recruitment, consideration, or selection, whether full time or part time under any educational program, employment or activity operated by the district.

Legal References

Minnesota Statute Section 124E.11¹

Prairie Creek Community School is open to all students, without regard to ability, race, religion, or any other factors, other than the capacity of the program, class, grade level, or building.

Exhibit H

Governance and Management Plan

Prairie Creek Community School

The School is operated by a Board of Directors, elected in accordance with its bylaws.

¹ <https://www.revisor.mn.gov/statutes/cite/124E.11>

The Board of Directors delegates the day-to-day management of the school to an administrator who is hired and supervised by the Board of Directors.

The Board of Directors employs and contracts with necessary teachers, as defined by Minn. Stat. 122A.06, Subd. 2, who hold valid licenses to perform the particular service for which they are employed at the School.

Teachers employed at the School are treated by the School as public school teachers for the purposes of Minn. Stat. chapters 354 and 354A.

The Board of Directors employs necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

The Board of Directors may discharge teachers and non-licensed employees.

The Board of Directors decides matters relating to operations of the School including, but not limited to, budgeting, curriculum, and operating procedures. The Board of Directors delegates to the school administrator the operational decisions made by the Board of Directors.

The Board of Directors shall implement a governance plan whereby it regularly, but no less than annually, evaluates: academics – whether the school is improving student achievement; finances – whether the school is fiscally sound; and operations – whether the school is well-managed and legally compliant; and shall include summaries of its evaluations in board minutes.

The Board of Directors shall adopt a policy, plan, budget and process consistent with Minn. Stat. 120B.11 to review curriculum, instruction, student achievement, and strive for the comprehensive and civic readiness.

The Board of Directors shall review its strategic plan annually. As part of its strategic plan: (1) the Board of Directors will adopt and implement the Comprehensive and Civic Readiness Plan for the School, (2) the Board of Directors will implement a financial plan to maintain a 20% fund balance.

Exhibit I
Administration and Operations Plan
Prairie Creek Community School

Administrator:

The Board hires an administrator who manages the day-to-day operations of the School. Responsibilities include: (1) implementing the mission and philosophy of the School; (2) maintaining the academic integrity of the school; (3) oversight of the

operations of the School, faculty, and staff; (4) ensuring the curriculum furthers the mission of the School; (5) oversight of instruction, accountability and student management.

The administrator ensures that the culture and mission of the School are clear to all stakeholders.

The administrator also facilitates development of the School's culture. The administrator reports to the Board.

Faculty:

The faculty implements the progressive education mission of the school. They ensure that the curriculum is designed to meet Minnesota State Standards.

Business Manager

The Business Manager may be hired by the School or a contracted service, and is responsible for all financial matters at the School. The Business Manager is responsible for reporting and overseeing the budget and preparation of necessary reports. The Business Manager reports to the administrator and the Finance Committee of the Board of Directors.

Exhibit J

Financial Management Plan

Prairie Creek Community School

The Board is trained in financial oversight. The Board treasurer and finance committee members receive additional training from the school's Business Manager to ensure comprehensive understanding of charter school finance and oversight.

The Board monitors and evaluates the School's recordkeeping, controls, and financial position.

Specifically: (1) the Treasurer reports at all Board meetings regarding the School's financial position, including current and forecast positions, and brings related recommendations from the Business Manager; (2) the Board Treasurer reports at all Board meetings regarding all disbursements made, cash flow, balance, additional relevant financial data, and its monitoring of the School's recordkeeping and control processes; and (3) the Board Treasurer and School Leader meet regularly with the Business Manager to monitor school finances on a regular and ongoing basis. Significant developments that adversely impact the School are immediately brought before the Board.

The Board retains an external auditor on an annual basis to review the School's internal controls and processes. The Board initiates and monitors corrective action to ensure that noted deficiencies, if any, are addressed and will not result in repeat findings in subsequent audits.

Exhibit K**Board Member Assurance Statements**

Signed agreements from Charter School Board members to comply with all federal and state laws governing organizational, programmatic, and financial requirements applicable to charter schools per Minnesota Statutes, section 124E.10, Subdivision 1(a)(6). See the following pages.

Oath of Office

Prairie Creek Community School Board Member

I accept the office of Prairie Creek Community School Board member. The Prairie Creek Community School Board of Directors is responsible for improving the learning, achievement, and success of every student attending the school. In carrying out this tremendous responsibility, I pledge to adhere to the following standards:

1. Duty of Care

- I will prepare for Board meetings by reading and evaluating, in advance of each meeting, all materials received.
- I will assist with the work of the Board by participating in Board committees.
- I will actively participate in Board and committee meetings by asking questions to obtain information necessary to make informed decisions.
- I will base my decisions on fact rather than on presumption, supposition, opinion, or public favor.
- I will not surrender judgement to any individual or group at the expense of the school as a whole.
- I will share my opinions while working for consensus.
- I will ensure that the school's mission, vision, and strategic plan are foundational in my decision making.
- I will govern in a professional manner, treating everyone with civility, dignity, and respect, while honoring the right to disagree with one another and recognizing differences of perspective and communication styles among staff, students, parents, and the community.
- I will make decisions in the best interests of the school as a whole.
- I will obtain continuing education that will enhance my ability to fulfill my duties effectively.

2. Duty of Loyalty

- I will not engage in any financial or other interest which conflicts with the interests of the school.
- I will make no promise and will take no action that may compromise my performance or my responsibilities as a Board member.
- I shall put the best interests of the school first.

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. Duty of Obedience

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
- I, alone, am not the Board and, as such, I will not act on behalf of the Board or make representations on behalf of the Board unless the Board specifically authorizes me to do so.
- I will respect the majority decision as the decision of the Board.
- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 16 day of APRIL, 2020

Samantha R Hemmah
Signature

04/16/2020
Date

Print Name: SAMANTHA R HEMMAH

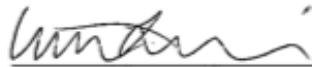
My term expires 06/30/2028
[mmddyyyy]

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. **Duty of Obedience**

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
- I, alone, am not the Board and, as such, I will not act on behalf of the Board or make representations on behalf of the Board unless the Board specifically authorizes me to do so.
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- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 16 day of April, 2026


Signature

4/16/26
Date

Print Name: Christine Williams


My term expires 6/30/2026
[mmddyyyy]

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. Duty of Obedience

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
- I, alone, am not the Board and, as such, I will not act on behalf of the Board or make representations on behalf of the Board unless the Board specifically authorizes me to do so.
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- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 16 day of April, 2026


Signature

04/16/26
Date

Print Name: Kendra Rasmussen

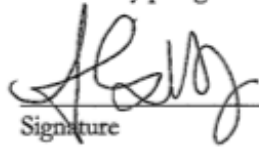
My term expires 06/30/27
[mmddyyyy]

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. Duty of Obedience

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
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- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 17 day of April, 2026


Signature

4-17-2026
Date

Print Name: Amanda Solinger

My term expires 6/30/2026
[mmddyyyy]

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. Duty of Obedience

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
- I, alone, am not the Board and, as such, I will not act on behalf of the Board or make representations on behalf of the Board unless the Board specifically authorizes me to do so.
- I will respect the majority decision as the decision of the Board.
- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 21 day of April, 2026

M. Zsolnay
Signature

4/21/26
Date

Print Name: MARGIT ZSOLNAY

My term expires 06/30/2027
[mmddyyyy]

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. Duty of Obedience

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
- I, alone, am not the Board and, as such, I will not act on behalf of the Board or make representations on behalf of the Board unless the Board specifically authorizes me to do so.
- I will respect the majority decision as the decision of the Board.
- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 21 day of April, 2026.

Kiara A. Jorgenson
Signature

4/21/2026
Date

Print Name: Kiara A. Jorgenson

My term expires 6/30/2027
[mmddyyyy]

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. Duty of Obedience

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
- I, alone, am not the Board and, as such, I will not act on behalf of the Board or make representations on behalf of the Board unless the Board specifically authorizes me to do so.
- I will respect the majority decision as the decision of the Board.
- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 21 day of April, 2024

Jessica Pravanca
Signature

4/21/24
Date

Print Name: Jessica Pravanca

My term expires 06/30/2028
[mmdyyyy]

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. Duty of Obedience

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
- I, alone, am not the Board and, as such, I will not act on behalf of the Board or make representations on behalf of the Board unless the Board specifically authorizes me to do so.
- I will respect the majority decision as the decision of the Board.
- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 21 day of Apr. 1, 2026

Beth A Molitor
Signature

4/21/2026
Date

Print Name: Beth Molitor


My term expires 06/30/2026
[mmddyyyy]

- I will strive to attend school events to express my enthusiasm and encouragement for students and staff, and I will support the authority of school officials at school events.

3. Duty of Obedience

- I will uphold and comply with all applicable laws, rules, and school policies and procedures.
- I, alone, am not the Board and, as such, I will not act on behalf of the Board or make representations on behalf of the Board unless the Board specifically authorizes me to do so.
- I will respect the majority decision as the decision of the Board.
- I will avoid personal involvement in activities the Board has delegated to the Executive Director.
- I will discuss Board matters only in publicly-announced Board meetings.
- I will ensure that the school is accountable to its authorizer, Northfield Public School District, and to the Minnesota Department of Education.
- I will not disclose confidential information.
- I will tell the truth.

I affirm my pledge to adhere to these standards this 24th day of April, 2026.


Signature

4/24/2026
Date

Print Name: Cale Steinhoff

My term expires 06/30/2026
[mmddyyyy]

Charter School Closing Checklist & Plan
 Prairie Creek Community School

Important: This document is not an exclusive list of all actions necessary to close a school and is not a substitute for legal advice. Charter Schools should consult with legal counsel.

Northfield School District
CHARTER SCHOOL CLOSURE PLAN

Primary Charter School Personnel responsible for closure plan

Name: _____ Phone: _____
 Email: _____

Secondary Charter School Personnel responsible for closure plan (if applicable)

Name: _____ Phone: _____
 Email: _____

Task #	Task and Description of Required Actions	Completion Date		Review	
		Targeted	Actual	Internal Review	Authorizer Review
Immediate Board Actions					
1	Establish <i>ad hoc</i> School Board Committee for possible school closure <input type="checkbox"/> Designate School contact person(s) to send and receive communications from Northfield School District. <input type="checkbox"/> Designate school employees or School Board members who will handle various aspects of School closure operations; and <input type="checkbox"/> Provide contact information, and list of employees / School Board members and correspondent responsibilities to Northfield School District. <input type="checkbox"/> Instruct contact persons to heed notification requirements for time sensitive notifications, if any.				
2	Reserve Funds Segregate by School Board resolution in a separate checking account up to \$50,000 in funds to be used for legal, accounting and other expenses to execute this Closure Plan and to dissolve the School Corporation.				

Notifications and Further Actions				
3	<p>Notification of Parents / Guardians</p> <p>Within 10 days after charter revocation, notify parents / guardians and employees of school regarding the closure of the School, if such notification has not been made. Such notification shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> date of the last day of regular instruction; <input type="checkbox"/> cancellation of any planned summer school; <input type="checkbox"/> notice to parents that enrollment of children in their district of residence or other school is mandatory under state law for children that are six years of age or older; <input type="checkbox"/> Provide parents of enrolled students information and assistance to enable the student to re-enroll in another school. <input type="checkbox"/> listing of the names of charter, parochial, public and private schools in the area. <input type="checkbox"/> offer of copies of student records before the CHARTER REVOCATION. <input type="checkbox"/> Provide Northfield School District with a copy of the notice. 	Within 10 days from charter revocation		
4	<p>Final Report Cards and Student Records Notice</p> <p>Within 7 days after CHARTER REVOCATION, provide parents / guardians with copies of final report cards and notice of where student records will be sent (the student's school district of residence) and specific contact information.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The notice must advise the parent/guardian to contact the school where the student intends to enroll and to have the student's new school contact the student's school district of residence to have the student's educational records transferred to the new school. <input type="checkbox"/> Provide Northfield School District with a copy of the notice. 	Within 7 days from charter revocation		
5	<p>Transfer of Student Records and Testing Material</p> <p>No later than 10 days after CHARTER REVOCATION send student records to the student's school district of residence, including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Individualized Education Programs (IEPs) and all records regarding special education and supplemental services; <input type="checkbox"/> student health / immunization records; <input type="checkbox"/> attendance records; and <input type="checkbox"/> all other student records. <p>All end of school year grades and evaluations must be completed and made part of the student records, including any IEP / Committee on Special Education meetings / progress reports.</p> <p>As noted above, parents / guardians should be offered copies of students' records before CHARTER REVOCATION.</p>	Within 10 days from charter revocation		

	<p>Testing material, including scores, test booklets, and annual data files etc. required to be maintained by the School by the State Education Department must also be forwarded to the School's district of location.</p> <ul style="list-style-type: none"> <input type="checkbox"/> To the extent that scores, etc. will come into existence after the CHARTER REVOCATION, arrangements should be made with the testing agent to forward such material to the district of location. The school should also send a set of Individual Student Reports to <u>resident</u> district and parents. 			
6	<p>Notification of School Districts</p> <p>Within 7 days after the charter revocation, the School must <u>notify school</u> district(s) of students' residence regarding the termination of the education program and lack of future enrollment.</p> <ul style="list-style-type: none"> <input type="checkbox"/> If applicable, notification regarding cessation of food and transportation services should be provided. <input type="checkbox"/> Provide notice to the districts that arrangements should be made to pick up any district property; e.g., borrowed books, nursing equipment. <input type="checkbox"/> Provide Northfield School District with a copy of the notice. 	Within 7 days from charter revocation		
7	<p>Notification to the Commissioner</p> <p>Within 10 days after the charter revocation, notify the commissioner of the closure</p>	Within 10 days from charter revocation		
8	<p>Notification of Funding Sources / Charitable Partners</p> <p>Within 7 days after charter revocation, all other sources of the School's operational funding must be notified in writing of the closure of the School as well as charitable partners of the School.</p> <ul style="list-style-type: none"> <input type="checkbox"/> The School should not accept further loans from management companies, etc. nor otherwise incur additional liability. However, it may continue to accept gifts from charitable partners as long as the charity is aware of the School's closure / restructuring status. <input type="checkbox"/> Charities with property on the premises of the School should be notified to <u>remove same</u> as soon as possible or after CHARTER REVOCATION, whichever is appropriate. 	Within 7 days from charter revocation		
9	<p>Notification of Contractors and Termination of Contracts</p> <p>Within 20 days after charter revocation, formulate a list of all contractors with contracts in effect, and notify them regarding cessation of current school operations at CHARTER REVOCATION.</p>	Within 20 days from charter revocation		

	<ul style="list-style-type: none"> <input type="checkbox"/> If applicable, instruct contractors to make arrangements to remove any contractor property from the School facility by a date certain, e.g., copying machines, water coolers, other rented property. <input type="checkbox"/> Provide Northfield School District with a copy of such notice. <input type="checkbox"/> Retain records of past contracts with proof that they were fully paid (see Records Retention, below) to prevent spurious claims. <p>As appropriate, and to the extent possible, terminate contracts for goods and services as of the last date such goods or services will be needed to the extent not necessary for the educational program or wind-up of the School.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Telephone, gas, electric, water, insurance (premises and D&O insurance, <i>see below</i>) should remain operative through the CHARTER REVOCATION and to the extent necessary to wind up the School's affairs beyond that time. 				
10	<p>Notification of Employees and Benefit Providers</p> <p>After an employee termination date is established, but in no event later than 60 days before CHARTER REVOCATION, notify all employees of termination of employment and/or contracts, and notify benefit providers of pending termination of all employees. Further notify employees and providers of termination of all benefit programs, and, if allowable, terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e. COBRA), including:</p> <ul style="list-style-type: none"> <input type="checkbox"/> health care / health insurance; <input type="checkbox"/> life insurance; <input type="checkbox"/> dental plans; <input type="checkbox"/> eyeglass plans; <input type="checkbox"/> cafeteria plans; <input type="checkbox"/> 401(k), retirement plans; and <input type="checkbox"/> pension plans. <input type="checkbox"/> TRA <input type="checkbox"/> PERA <p>Specific rules and regulations may apply to such programs especially teacher's retirement plans so legal counsel should be consulted.</p> <p>Employees should be notified of eligibility for unemployment compensation. (In the event the School has not paid into the unemployment program on an ongoing basis, the School may have significant financial liability on an ongoing basis after the CHARTER REVOCATION, and reserve funds should be set aside for this purpose.) <i>See School Wind-Up Plan and Action regarding payment of taxes, below.</i></p>	No later than 60 days BEFORE charter revocation			
11	Notification of Food and Transportation Services and Cancellation of Contracts	Within 20 days from			

	Within 20 days after the charter revocation, or earlier if required by the contractual notice requirements, cancel school district or private food and/or transportation services for summer school and next school year.	charter revocation			
12	<p>Notification of Northfield School District Regarding Lawsuits</p> <p>As soon as possible after receiving notice and/or service of process regarding litigation against, or initiated by, the School, School Board or School employees, notify Northfield School District and provide copies of legal papers received.</p> <p>The School has an ongoing obligation to keep Northfield School District informed regarding such litigation, including bankruptcy, whether voluntary or involuntary, and to provide copies of all filings.</p>	Expectation is no more than 7 days from receipt of notice			
Assets, Creditors and Debtors					
13	<p>List of Creditors and Debtors; UCC Search</p> <p>Within twenty (20) days after the charter revocation, formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor.</p> <ul style="list-style-type: none"> <input type="checkbox"/> This list is not the same as the contractor list, above, but may include contractors, which should be listed. <input type="checkbox"/> Creditors include lenders, mortgage holders, bond holders, equipment suppliers, service providers and secured and unsecured creditors. Security interests may be recorded and filed pursuant to the Uniform Commercial Code (UCC) with the county and State of Minnesota, and may include all of the assets of the School Corporation or specific assets in which a creditor has an interest as long as such debt remains outstanding. <input type="checkbox"/> A UCC search should be performed by the School to determine if there are any secured creditors and to what assets security interests are attached. <input type="checkbox"/> Debtors include persons who owe the school fees or credits, lessees or sub-lessees of the School, and any person holding property of the School. <input type="checkbox"/> Provide a copy of the list of creditors to Northfield School District with the amount owed to each creditor thereon and the amount owed by each debtor. 	Within 20 days after the charter revocation			
14	<p>Notification to Creditors</p> <p>Within thirty (30) days after the charter revocation, the School must notify all creditors of its closure.</p> <p>The School should solicit from each creditor a final accounting of the School's accrued and unpaid debt owed to such creditor. This figure should be compared to the School's calculation of the debt and be reconciled between the parties.</p>	Within 30 days after the charter revocation			

	To the extent possible, the School should also begin to negotiate a settlement of debts, which is ultimately consummated by a settlement agreement reflecting satisfaction and release of the existing obligations, if possible.				
15	Notification to Debtors Within thirty (30) days after the charter revocation, the School must contact all debtors and demand payment. To the extent collection efforts are unsuccessful, the School may turn the debt over to commercial debt collection agencies. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.	Within 30 days after the charter revocation			
16	School Wind-Up Plan and Action The School Corporation shall collect debts, dispose of assets and negotiate with and pay creditors in an orderly fashion in accordance with a timetable and plan adopted by the School's board of directors. Priority should be given to continuing the School's educational program through the end of the school year and retaining funds to complete the wind-up process. <ul style="list-style-type: none"> <input type="checkbox"/> The initial plan should be adopted within 20 days of charter revocation, and be updated at least bi-weekly with copies to Northfield School District. The plan should include, but not be limited to, the following. <input type="checkbox"/> Termination of non-essential personnel and cancellation of non-essential services prior to CHARTER REVOCATION. <input type="checkbox"/> Make final federal, state and local tax payments (every employer, including the School, which pays wages to employees is responsible for withholding, depositing, paying, and reporting federal, state and local income tax, social security taxes, and federal unemployment tax for such wage payments). <input type="checkbox"/> Auction / sale of assets in a manner that avoids conflicts of interest, and maximizes net revenue to the extent permitted by ongoing agreements with existing creditors. (See Liquidation of Assets, below.) <input type="checkbox"/> Liquidation or closing of bank accounts according to a schedule that minimizes fees but leaves the School enough flexibility to pay creditors, attorneys, accountants, etc. during the course of the wind-up, including funds for a final audit, and (if the School Corporation does not submit or the board of directors do not approve a renewal application), for dissolution. <input type="checkbox"/> Cancellation of corporate credit cards and lines of credit. <input type="checkbox"/> Change authorized signatures on accounts as needed to reflect changes in persons authorized to implement the winding down operations of the School Corporation, and employment, contract and School Board status of those authorized to sign for the School. <input type="checkbox"/> Status reports on the implementation of the School Wind-Up Plan to be submitted to Northfield School District through Interim Statements and a Final Statement (below). 	Within 20 days of charter revocation			
17	Protection of Assets; Insurance The School's assets and any assets in the School that belong to others must be protected against theft, misappropriation and deterioration. <ul style="list-style-type: none"> <input type="checkbox"/> Existing insurance coverage should be maintained on the assets until the disposal of such assets. In accordance with the Wind-Up Plan. <input type="checkbox"/> Continue existing insurance for School Facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets are sold, respectively. <input type="checkbox"/> Negotiate School Facility insurance with entities that may take possession of School Facility – lenders, mortgagors; bond holders, etc., if possible. <input type="checkbox"/> Appropriate security services should be obtained or maintained. <input type="checkbox"/> Action may include moving assets to secure storage after closure or loss of the School Facility. 				
18	Inventory No later than 30 days prior to CHARTER REVOCATION, <u>all</u> of the School's assets must be inventoried with item #'s and quantities and/or its inventory updated. <ul style="list-style-type: none"> <input type="checkbox"/> All assets of the School, not just ones over a certain dollar value must be inventoried. <input type="checkbox"/> Provide Northfield School District with a copy of the inventory. <input type="checkbox"/> Identify assets belonging to other entities (school district, county, municipality, health department, Authorizing organization, vendors, PTA, etc.), including those borrowed or loaned. <input type="checkbox"/> Identify assets encumbered by the terms of a contingent gift, grant or donation, or a security interest. <input type="checkbox"/> Return assets not belonging to School and document same. 	No later than 30 days BEFORE charter revocation			
19	Liquidation of Assets Assets must be liquidated in a commercially reasonable manner including, but not limited to, sale by way of auction, sealed bidding or other commercially reasonable sales methods to the extent permitted under agreements with existing creditors and to the extent such assets are free and clear of any liens or encumbrances. If an asset is subject to a lien, encumbrance or security interest (above), the secured party should be contacted. <ul style="list-style-type: none"> <input type="checkbox"/> Pursuant to MN Statute 317A.735, no asset may be given away, except as authorized by law. In cases where the cost of disposing of an asset will exceed the cost to be received at sale or auction, it may be permissible to give away or discard such assets. However, this should be cleared from the largest or sole creditor(s) in advance. <p>School Board members and their relatives as well as employees and students of the School should not purchase any asset unless the purchase is disclosed to the School Board and the</p>				

	disclosure is made a matter of record in the School Board's minutes and approved by a majority of the non-interested members of the School Board.				
20	D&O Insurance Maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the School Corporation. If no such D&O insurance exists, disclose this fact to the board of directors.				
21	Interim Statements No later than 10 days after CHARTER REVOCATION, prepare, and submit to Northfield School District, an interim statement in a form satisfactory to Northfield School District, of the status of all contracts and other obligations of the School Corporation, and all funds, including principal and accrued interest, owed to, and by, the School Corporation, with supporting evidence showing: <input type="checkbox"/> all creditors or former creditors, any amounts paid to creditors (or in-kind exchanges of assets), and any amounts of debt of the School or School Corporation outstanding, including principal and accrued interest, as of the date of the interim report; and <input type="checkbox"/> all amounts owed to the School Corporation by debtors, any amounts paid by debtors, and whether any debtors have paid in full, and any amounts outstanding; and <input type="checkbox"/> all income generated through sale or auction of assets and any other change in status of assets. The School will prepare and submit such statements to Northfield School District at 30 day intervals until the final statement (below) is prepared and submitted.	Within 10 days after charter revocation			
22	Final Statement At a date to be determined by Northfield School District, anticipated to be no later than 90 days after CHARTER REVOCATION, no later than 10 days prior to the filing of a dissolution proceeding, the School shall prepare to the full satisfaction of Northfield School District a final statement of the status of all contracts and other obligations of the School Corporation, and all funds owed to the School, audited (or confirmed) by an independent accountant, with supporting evidence showing: <input type="checkbox"/> all assets and the value and location thereof, whether such asset has been distributed to creditors in satisfaction or payment of any existing debt obligation; and <input type="checkbox"/> each remaining creditor and any and all amounts owed to each creditor, including principal and accrued interest through the date of such statement; and <input type="checkbox"/> statement that (a) all debts have been collected, or (b) that good faith efforts have been made to collect same, and <input type="checkbox"/> each remaining debtor of the School or School Corporation and the amounts owed by each debtor, including principal and accrued interest.	Within 90 days of charter revocation			

	<input type="checkbox"/> This statement is submitted to Northfield School District in the form in which it will be sworn and submitted to the MN Attorney General and/or MN Secretary of State as part of any dissolution proceeding. <input type="checkbox"/> This statement is in addition to the final Financial Statement Audit (below).				
Corporate Records / Accounting					
23	Final Financial Statement Audit The School must have a financial statement audit performed in accordance with the Charter and the Act no later than November 1 st of the calendar year in which the School ceases instruction.				
24	Closeout of State and Federal Grants State, federal and other grants must be closed out, including: <input type="checkbox"/> notification to the grant entity of the School closure; and <input type="checkbox"/> filing of any required expenditure reports or receipts and any required program reports. The School Corporation should continue to pursue grant funds to which it is entitled, provided that it fully discloses its current situation and intentions with respect to closure. The School Corporation should not seek or accept grant funds for future school years when the School will be closed. Grant status should be noted on financial statements.				
25	U.S. Dept. of Education Filings File Federal form 269 or 269a if the School was receiving funds directly from the United States Department of Education. See 34 CFR 80.41.				
26	IRS Status; Reports The School Board must continue to take all steps necessary to maintain its 501(c)(3) status, including, but not limited to, the following: <input type="checkbox"/> notification to IRS regarding any address change of the School Corporation; and <input type="checkbox"/> filing of required tax returns or reports (e.g., IRS form 990 and Schedule A). <input type="checkbox"/> If the School Corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status and furnish a copy to Northfield School District.				
27	Corporate Records In all cases, the School Board shall maintain all corporate records related to: <input type="checkbox"/> Loans, bonds, mortgages and other financing; <input type="checkbox"/> Contracts; <input type="checkbox"/> Leases;				

	<ul style="list-style-type: none"> <input type="checkbox"/> Assets and asset sales; <input type="checkbox"/> Grants -- retention of federal grants records requirements are provided in 2.CFR 200.334-200.338 <input type="checkbox"/> Governance (Minutes, by-laws, policies); <input type="checkbox"/> Employees (background checks, personnel files); <input type="checkbox"/> Accounting/audit, taxes and tax status, etc; <input type="checkbox"/> Personnel, <input type="checkbox"/> Employee benefit programs and benefits; and <input type="checkbox"/> Student summary test data files <input type="checkbox"/> Any items listed in this Closure Plan. <p>In the event the School Corporation is dissolved, any and all records not previously sent to the school district of the School's location should be sent to that school district.</p>				
Dissolution / Final Distribution of Assets					
28	<p>Resolution of Dissolution The School Board must adopt a resolution that the School Corporation be dissolved and proceed to file the same with the MN Attorney General and/or MN Secretary of State.</p>				
29	<p>Dissolution If the School Corporation dissolves, the School Board must follow the dissolution provisions in its articles of incorporation and applicable laws. This may include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a complete statement of all assets, their location and an estimate of their value; and <input type="checkbox"/> a statement of the ascertainable debts of the education corporation. <p>Whenever the Charter or an order of dissolution is made, the members of the School Board or other custodian of the records of the School have the duty to properly maintain the permanent records of the School according to law and stored in a secure, locked container.</p> <p>Copies of all papers related to dissolution should be sent to Northfield School District.</p> <p>Members of the School Board are empowered to continue in office even after the expiration of the Charter and dissolution of the School Corporation for the purpose of winding-up and settling the affairs of the School Corporation, and after the dissolution of the School Corporation.</p>				
30	<p>Final Distribution of Assets All liabilities and obligations of the School must be paid and discharged (or adequate provision must be made therefore) to the extent of the School's assets. Any assets held</p>				

	<p>subject to a lien, encumbrance, security interest or other written conditions or limitations must be disposed of in accordance with and subject to those conditions or limitations.</p> <p>Assets received and held by the School subject to limitations permitting their use only for charitable, benevolent, educational, or similar purposes, but not held upon condition requiring return or with specific disposition instructions, shall be held until dissolution and transferred or conveyed to one or more charter schools in the school district or to the school district.</p> <ul style="list-style-type: none"> <input type="checkbox"/> An itemized receipt must be obtained from each recipient of an asset containing the name, address and telephone number of the recipient. (In case of later question, audit or review by federal bankruptcy or state supreme court, or other governmental body.) <input type="checkbox"/> In closing out any federal grant and accounting for any federal grant funds, property owned by the federal government or property acquired under a federal grant must be distributed in accordance with federal regulations. 				
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Exhibit M Supplemental Continuing Oversight Criteria, Processes, Procedures

The District evaluates its charter schools in three primary areas:

1. Academic Performance
2. Fiscal Performance
3. Operations and Legal Compliance

Academic Performance: Is the School improving all student achievement?

The performance framework for evaluating the schools will be grounded in the Comprehensive Achievement and Civic Readiness (CACR) goals of the program.

The school will also include Comparative Proficiency as part of the annual report to the authorizer. Northfield Public Schools does acknowledge a holistic approach to evaluation as well, so additional student performance measures may also be included.

- All children are ready for school.
- All racial and economic achievement gaps between students are closed.
- All students are ready for career and college.
- Prepare students to be lifelong learners.

These are some sample measures the District suggests for the SMART goals of the CACR plan.

Absolute Proficiency: Expecting proficiency for each student, the District evaluates the percentage of students meeting or exceeding state standards on the state assessment tests.

Comparative Proficiency: Expecting each charter school to fulfill its statutory obligation to improve student performance, the District evaluates how well the charter school performs compared to state average performance, the District data, and/or a charter school of similar size and mission (if applicable).

Growth: Expecting growth for each student, the District evaluates the growth each student achieved on the state and other assessments.

Achievement Gap: Expecting all students to achieve academic success, the District evaluates the degree to which students receiving Special Education services achieve the same proficiency rates as students not qualifying for Special Education services on the state assessments.

Comprehensive Achievement and Civic Readiness Plan: The District evaluates how well the School performs on annual goals set in the Comprehensive Achievement and Civic Readiness Plan.

Academic Governance: The District evaluates the school board's demonstration that it critically evaluates and strategically leads academic performance.

Fiscal Management: Is the School fiscally sound?

Fiscal Performance is evaluated based on multiple criteria: External Audit, Fund Balance, Finance Award, and Governance.

External Audit: The District evaluates external audits and expects its schools to work towards elimination of deficiencies.

Fund Balance: The District evaluates a school's fiscal health based on its ability to pay unforeseen expenses.

Finance Award: The District considers whether a charter school has

received a Finance Award, which recognizes sound fiscal health and management policies and procedures, from an accredited agency.

Governance: The District evaluates the school board’s demonstration that it pre-approves and maintains a balanced budget; reviews monthly and annual budget reports and requires explanation for out-of-budget spending; receives required board training; and has adequate time to review board materials.

Operations and Legal Compliance: Is the School well-managed and legally compliant?

Operations and Legal Compliance is evaluated based on four criteria: Compliance with Applicable Law, Minnesota Department of Education Audit results, Charter Contract Reporting Obligations, and Leadership.

Charter schools must comply with applicable laws, such as admissions, teacher licensing, and special education requirements. The District evaluates the degree to which the school complies with these requirements.

Effective operations and governance are fundamental to a quality charter school. Consequently, the District evaluates effective operations through annual site visits, reviews board minutes, discussions with staff and stakeholders, MDE audit results, and adherence to charter requirements.

The District regularly monitors and evaluates other measures of school performance, such as near-term and long-term fiscal health indicators. These measures inform the District oversight but generally are not used in determining charter renewal unless the measures impact charter school obligations contained in the charter contract.

Exhibit N CHARTER SCHOOL RENEWAL EVALUATION

Name of Charter School: Prairie Creek Community School

Name of Authorizer: Northfield Public Schools (District)

Date Current Contract Expires: June 30, 2026

Term of Current Contract: up to five Years (Charter Contract Section 12.1)

Date of this Report: April 9, 2026

Person to Contact Regarding this Report: Daryl Kehler

Phone: 507-645-1238

Fax: 507-663-0611

Email: dkeehler@northfieldschools.org

Executive Summary

PCCS demonstrates strong academic performance, consistently outperforming state averages on MCA assessments in science, math, and reading, while successfully balancing progressive, theme-based learning with state requirements. The school met nine of 12 CACR goals for 2024-25. It currently serves 51 of 180 students with IEPs, supported by an experienced special education team. Governance is strong with formalized board structures and transparent communication. The program maintains a healthy fund balance and has a history of clean audits including the FY25 audit. They utilize 5-10 year financial projections to ensure long term financial stability and anticipate their mortgage to be paid off by February 2028. The school has met all legal obligations throughout this contract term.

Academic Performance

Prairie Creek Charter School MCA Proficiency

Scores in %	2022	2023	2024	2025
PCCS Science	60	69	50	63.3
State Science	50	48.4	45	26.2
PCCS Math	56.2	60.7	62.9	58
State Math	44.8	46	45.5	45.2
PCCS Reading	73	73	65.9	67.8
State Reading	51.1	50.5	49.9	49.6

Prairie Creek Community School (PCCS) continues to focus on the progressive education approach that is very important to all the staff at PCCS, and it serves as the foundation for all decisions at the school. As evident by the standardized scores, PCCS has strong academic support and strategies as they incorporate hands-on active learning with structured activities and differentiated lessons.

PCCS met 9 of their 12 (75%) Comprehensive Achievement and Civic Readiness (CACR) goals for the 24-25 school year.

Academic Measures:

PCCS Comprehensive Achievement and Civic Readiness (CACR Plan) / Authorizer
Contractual Goals 2022-2026

Notes:

- The Read Well by Third Grade requirement was removed during the 2023-2024 legislative session
- The All Students Ready for School was revised in 2024-2025 to align with a READ Act-approved evaluation tool

All Students Ready for School				
	2021-2022	2022-2023	2023-2024	2024-2025
At least 65% of kindergarten students will be Low Risk on the fall Fastbridge Early Reading Assessment				Kindergarten Fall '24 71.4% Goal Met
At least 70% of kindergarten students will be ready for first grade by reaching Fountas & Pinnell level D	Fall: n/a Winter: n/a Spring (D): Goal not met	Fall: n/a Winter: n/a Spring (D): 44.8% Goal not met	Fall: n/a Winter: n/a Spring (D): 53.3% Goal not met	
At least 75% of grade 1 students will be ready for second grade by reaching Fountas & Pinnell level J	Fall (D): 43.3% Winter (F): 43.3% Spring (J): 40% Goal not met	Fall (D): 40.0% Winter (F): 46.7% Spring (J): 33.3% Goal not met	Fall (D): 43.3% Winter (F): 46.7% Spring (J): 40% Goal not met	
All Students are Ready for Career and College				
	2021-2022	2022-2023	2023-2024	2024-2025
At least 75% of third grade students will attain Fountas & Pinnell level P	Fall (N): 73.3% Winter (O): 75.9% Spring (P): 76.7% Goal met	Fall (N): 76.7% Winter (O):86.7% Spring (P):93.3% Goal met		
MCA - Math (Grades 3 - 5) PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate.	PCCS: 56.2% State: 44.8% Goal met	PCCS: 60.7% State: 46.0% Goal met	PCCS: 62.9% State: 45.5% Goal met	
PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-FY26 proficiency rate.	PCCS: 56.2% NPS: 60.8% Goal not met	PCCS: 60.7% NPS: 59.0% Goal met	PCCS: 62.9% NPS: 60.4% Goal met	

<p>MCA - Reading (Grades 3 - 5) PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate.</p> <p>PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-FY26 proficiency rate.</p>	<p>PCCS: 73.0% State: 51.1% Goal met</p> <p>PCCS: 73.0% NPS: 59.5% Goal Met</p>	<p>PCCS: 73.0% State: 50.5% Goal Met</p> <p>PCCS: 73.0% NPS: 61.6% Goal Met</p>	<p>PCCS: 65.9% State: 49.9% Goal Met</p> <p>PCCS: 65.9% NPS: 61.2% Goal Met</p>	
All racial and economic achievement gaps between students are closed				
	2021-2022	2022-2023	2023-2024	2024-2025
<p>MCA Math - FRP (Grades 3 - 5) PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate</p> <p>PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-26 proficiency rate</p>	<p>PCCS: Count Too Small To Report (CTSTR)</p>	<p>PCCS: 38.5% State: 27.3% Goal Met</p> <p>PCCS: 38.5% NPS: 37.4% Goal met</p>	<p>PCCS: 40.0% State: 27.0% Goal Met</p> <p>PCCS: 40.0% NPS: 38.2% Goal met</p>	
<p>MCA Reading - FRP (Grades 3- 5) PCCS combined FY22 - FY26 proficiency rate exceeds the state combined FY22-26 proficiency rate</p>	<p>PCCS: Count Too Small To Report (CTSTR)</p>	<p>PCCS: 61.5% State: 33.9% Goal Met</p>	<p>PCCS: 53.3% State: 33.4% Goal Met</p>	

PCCS combined FY22 - FY26 proficiency rate exceeds the resident district combined FY22-26 proficiency rate		PCCS: 61.5% NPS: 40.9% Goal met	PCCS: 53.3% NPS: 41.8% Goal met	
All Students Career and College-Ready by Graduation				
	2021-2022	2022-2023	2023-2024	2024-2025
Math (Grades 2 - 5). FASTBRIDGE The overall percent of students identified by FastBridge as at the "grade level benchmark" (low risk - college pathway) will improve by at least five percentage points between fall and spring.	Fall: 65% Spring: 64% Goal not met	Fall: 75% Spring: 70% Goal not met	Fall: 74% Spring: 71% Goal not met	Fall: 70% Spring: 74% Goal not met
Reading (Grades 2 - 5). FASTBRIDGE The overall percent of students identified by FastBridge as at the "grade level benchmark" (low risk - college pathway) will improve by at least five percentage points between fall and spring.	Fall: 67% Spring: 74% Goal met	Fall: 68% Spring: 74% Goal met	Fall: 64% Spring: 72% Goal Met	Fall: 65% Spring: 69% Goal not met
Lifelong Learner Goal				
	2021-2022	2022-2023	2023-2024	2024-2025
95% of students in grades K-5 will annually complete an independent research project. The project will be a topic of the student's choice, employ research strategies and involve presentation before a community audience.				100% of students completed an independent research project. Goal met

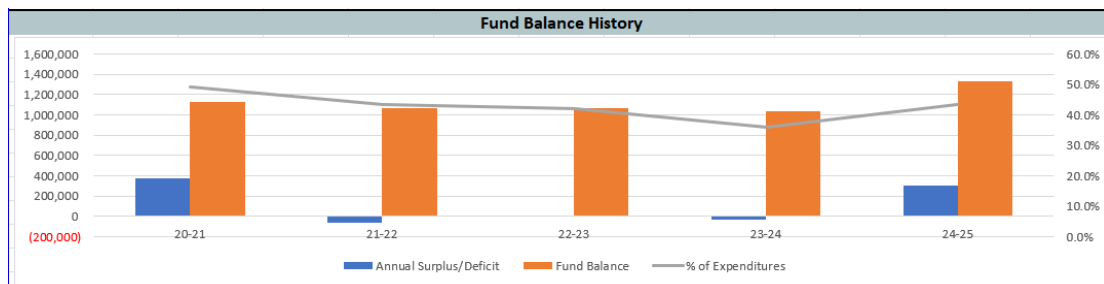
Fiscal Management

FINANCIAL PERFORMANCE

Section 6.11 of the contract between The District and the school requires the school to submit an external audit to The District by December 15th of each year and to comply with program, financial, and compliance audits conducted by MDE. The District is unaware of any financial audits conducted by MDE at the school.

PCCS has steadily built a strong fund balance reserve, finishing FY25 with a fund balance of \$1,333,124 (43.3% of annual expenditures) which has kept the school fiscally sound and well positioned to weather unforeseen events. The second major stabilizing factor has been the school's steady enrollment and waiting list over the last several years. The audited Financial Statements for the year ending June 30, 2025 show General Fund total revenue at \$3,181,901 and General Fund total expenses in the amount of \$2,857,224 resulting in a Net Increase of \$324,677. The Food Service Fund had total revenue of \$133,810 and expenditures of \$157,171, which used up the Food Service fund balance reserves of \$22,446 and required an additional transfer from the General Fund of \$915. The Community Service Fund had total revenue of \$60,879 and expenditures of \$61,504, which resulted in an annual deficit of \$625. Overall, the school had a net surplus of \$301,606 across all funds.

The below chart details the school's historical fund balances:



ABDO, an independent auditor, has conducted this financial analysis.

External Audits: The audits submitted to Northfield District are viewable on the PCCS website. All audits during the contract period of 2021-2026 reveal no deficiencies. The external audits were performed by CliftonLarsonAllen LLC for FY22, with the rest being completed by ABDO.

Financial Governance: Records on file with Northfield District demonstrate

the PCCS's board approves its annual budget and monthly financial reports which demonstrate adherence to the budget. The school contracts services for food programming, financial management, and some special education services and promptly pays its bills and is not delinquent on payroll taxes or pension payments. In addition, the school has timely filed its required reports.

Operations and Legal Compliance

Admission Policies and Procedures. Section 7.4 of the contract between the District and the School requires that the school have an open admissions policy and specifically prohibits limiting admission based on intellectual ability, achievement, aptitude, or athletic ability. Enrollment preferences are granted to siblings and children of staff.

Management and Administration of the School. The management and administration of the school is described in Exhibit C to the charter contract. Section 6.1 states that the board shall be elected in accordance with its bylaws. The School's board is organized consistent with state law. The School Board delegates the day-to-day management of the School to an administrator who is hired and supervised by the School Board. The administrator manages the curriculum and instruction of the school. The School Board shall decide matters relating to operations of PCCS including, but not limited to, budgeting and operating procedures. The School Board delegates to the school administrator implementation of the operational decisions made by the School Board. Based on Northfield District's review, the Board complies with its bylaws.

Financial Parameters within which the Charter Public School will Operate to Provide the Special Instructions and Services to Children with a Disability. Contract section 8.1A enumerates the special education provisions with which the school agreed to comply, and that section also identifies the financial parameters regarding special education funding.

Leadership. School leadership and board management will be responsive to Northfield District's requests.

Additional Legal Compliance

Based on Northfield District's review and the PCCS's assurances of compliance, and except as noted below or elsewhere in this evaluation, Northfield District believes that PCCS complies with the following requirements/laws, as applicable:

1. Open Meeting Law, Minn. Stat. 13D

2. Educational Data, Minn. Stat. 13.32
3. Educational Records, Minn. Stat. 120A.22 Subd. 7
4. Equal Opportunities in Athletic Programs, Minn. Stat. 121A.04
5. The Pledge of Allegiance Requirement, Minn. Stat. 121A.11 Subd. 3
6. The Pupil Fair Dismissal Act, Minn. Stat. 121A.40 – 121A.56
7. Receipt of Records, Minn. Stat. 121A.75
8. Teacher Licensure, Minn. Stat. 122A.06 Subd. 2
9. The Minnesota Public School Fee Law, Minn. Stat. 123B.34 – 123B.39
10. Keeping open a school that a school board decides to close, Minn. Stat. 124E.06 Subd. 3(e)
11. Assumption of liability by the charter school, Minn. Stat. 124E.09
12. Financial audits, audit procedures and audit requirements, Minn. Stat. 124E.16 Subd. 1
13. Charter School Board, Minn. Stat. 124E.07
14. Nonsectarian operations and affiliations, Minn. Stat. 124E.06, Subd. 3 (c)
15. The charter school's primary focus, Minn. Stat. 124E.01 Subd. 1
16. Tuition, Minn. Stat. 124E.06 Subd. 3(g)
17. Student Admission, Minn. Stat. 124E.11
18. Length of School Year, Minn. Stat. 124E.03 Subd. 6
19. Annual Report, Minn. Stat. 124E.16, Subd. 2
20. Information required by and submitted to the authorizer, under Minn. Stat. 124E.10 Subd. 14
21. Provisions for transportation of pupils enrolled at the school, Minn. Stat. 124E.15
22. Formation and operation of a charter school, Minn. Stat. 124E.06
23. Types/amounts of insurance coverages to be obtained by the charter school, Minn. Stat. 124E.09
24. Charter School Revenue, Minn. Stat. 124E.20
25. Education of pupils with a disability, Minn. Stat. 125A.02, 125A.03 – 125A.24, 125A.65
26. Student Legal Records, Minn. Stat. 260B.171 Subds. 3, 5
27. Minnesota Cooperative Law, Minn. Stat. 308A
28. PSCPA, Teacher Retirement, and TRA, Minn. Stat. 353, 354, 354a
29. Nonprofit Corporations, Minn. Stat. 317A
30. State and Local Health and Safety Requirements

Teacher Licensing.

Prairie Creek Community School has demonstrated licensing compliance. Minn. Stat. 124E.12 Subd. 1 states that charter schools must employ teachers with valid licenses to perform the duty for which they were hired at the school. According to Professional Educator Licensing and Standards Board Assignment/Licensure Discrepancy report, PCCS has not had any assignment/licensure discrepancies during the current contract term.

Facility.

The lease and site have been reviewed by the MDE. Fire and other safety

requirements are in place.

Northfield School District

RENEWAL APPLICATION

APPLICATIONS INSTRUCTIONS AND FORMATTING

Please submit one electronic copy. The electronic application must be received by the deadline in order for the application to be considered. Receipt of the complete application will be confirmed by email.

- Digital copies must be submitted to Northfield School District by **December 15**.
- Submit electronic copy in a single file (PDF or Google docs format) to:
dkehler@northfieldschools.org, Charter School Authorizer Lead

Formatting requirements:

- Document must be submitted in Google docs or PDF format using 1" margins, double spacing, and a 12-point font.
- Include a footer on each page with: school name, page number and total pages, and date on all pages.
- Any sources used must be credited and cited appropriately.

Please provide a brief narrative highlighting the school's accomplishments over the contract period (see specific items listed below) and a rationale for why the school's contract should be renewed. Annual reports, indicating the year and page number may be referenced. *Maximum length is 25 pages, excluding attachments please.*

Since 2002 when Prairie Creek Community School (PCCS) first acquired status as a public charter school, our school has enjoyed an open, collaborative relationship with its authorizer, the Northfield School District. This partnership has grown and strengthened throughout the current contractual period. We welcome this opportunity to apply for a new contractual agreement.

During the current contract, which dates back to 2021, PCCS leadership, board and staff have made annual reports to the Northfield School Board. PCCS has appreciated the opportunity to present details of performance, share progressive education philosophy and discuss challenges and future plans. Superintendent Dr. Matt Hillmann and Charter School Liaison Daryl Kehler have consistently provided invaluable support and oversight to PCCS in all aspects of program management.

This narrative is structured intentionally around four key questions that align with the linked authorizer Site Visit Reports.

1. Is the education program a success?

The success of Prairie Creek Community School's education program is evident in both its enduring commitment to a progressive education philosophy and practice and a data-informed analysis of student performance by state accountability and local assessments.

Student success by growth and proficiency measures on standardized assessments and Minnesota Department of Education benchmarks are clearly detailed in the authorizer's Site Visit reports. Like all public school districts, PCCS's goals adjusted to the statutory changes to the former World's Best Workforce Plan requirements and now align with the Comprehensive Achievement and Civic Readiness (CACR) Plan.

PCCS's proficiency in Reading, Math and Science Minnesota Comprehensive Assessments (MCAs) have exceeded those of the State throughout the contractual period. PCCS' students also perform favorably in comparison to the resident district scores, meeting 86% all the established comparison goals.

PCCS is a child-centered school and recognizes that the most useful assessment of student academic growth must be tied to formative, teacher-led evaluations that can inform instruction practices. In this contractual cycle, PCCS adopted the Fastbridge Assessment tool that measures student growth fall to spring in Reading and Math. These assessments allow faculty and leadership to better monitor student needs and have enabled a smooth transition to the assessment requirements of the READ Act.

PCCS is committed to innovation. In 2024 the school was awarded a Minnesota Charter School Innovation Award for its All School Book Club design. This initiative has since been shared at educational conferences and with elementary schools in the authorizing district. PCCS is a finalist for the 2026 innovation award for its pioneering Arts' Residency program.

PCCS has exceptionally high levels of staff and family retention and a consistent waitlist at all grade levels. This waitlist has grown throughout the contractual period with current waitlist numbers exceeding 100 students. Formal visits to PCCS by the authorizer (annually by Dr. Hillmann and his leadership team) provide reports from the classroom that students are highly engaged and passionate about inquiry-based learning.

The faculty, board and school leadership commits to deepening understanding of how students learn. At the outset of 2021, PCCS developed a strategic plan that has guided action goals throughout the current contractual period. To ensure a rigorous attention to mission, these goals are established in alignment with the school's four mission pillars with progress reviewed three times a year by faculty and board.

2. Is the organization effective and well-run?

As detailed in the authorizer's site visit reports, Prairie Creek Community School is an effectively managed school by all reports and measures.

Financially, Prairie Creek has maintained a commitment to being responsible and careful stewards of public school funds. During annual site visits, Dr. Hillmann and Daryl Kehler meet with the finance committee and board members. They review PCCS long-term planning models. The school engages in a process of five year forecasting with a practice of maintaining a strong fund balance that allows for a

secure and flexible response to the unpredictable nature of school revenue sources. The school board and finance committee engage transparently with faculty for input and discussion on annual budget decisions.

The current school director, Simon Tyler, has been the school's leader since 2011. Director Tyler possesses a Principal's Licensure. In 2021 Simon Tyler was recognized by the Minnesota Charter School Association with the Leader of the Year award. During this contractual cycle, the leadership team has been enhanced by the addition of two faculty who hold administrative licenses who can act as designee in support of the director. PCCS is also a member of the Minnesota Association of Charter Schools (MACS).

3. Is the school meeting its legal obligations?

A public charter school, PCCS is held accountable to a high level of performance by outside reviews of aspects of the program.

Clean financial audits have been attained throughout the contractual cycle. PCCS audited financial statements are made accessible to the authorizer, Northfield Public Schools, via the school website. The director regularly checks with the authorizer, MDE, MACS and a network of local charter school directors with compliance questions and school legal issues. The school contracts with Ratwick, Roszak and Maloney for any required legal advice.

All school board members engage in training in employment, governance and finance. The school has a policy committee that continually reviews policy and procedure and oversees the development of new policies as required. This work is supported by our membership with MSBA.

4. Are strategies in place for sustaining success and continuing to improve over the next charter term?

PCCS has complied with all the new requirements of the READ Act. Faculty and support staff have all completed the required training. PCCS implemented the CAREIALL Functional Phonics and Morphology reading curriculum in the fall of 2025. In the fall of 2022, PCCS implemented a new Math curriculum, Illustrative Math, to ensure a standards-aligned scope and sequence approach to foundational mathematics instruction.

These two curricular designs will ensure a commitment to the ongoing success of students in reading and math during the next contractual cycle. PCCS has a commitment to continuous improvement and math and literacy professional development is embedded in a two-year professional development cycle.

The teacher-led professional development model, which won the school an Innovation Award in 2018, also attends to a standards and curriculum review of Science, Social Studies, The Arts and PE on a two-year cycle.

Teachers participate in a Q Comp supported program with two peer coaching cycles per year. Each teacher establishes SMART instructional growth goals for students as a component of this plan. Teachers develop annual goals in alignment with school mission and PELSB standards.

PCCS has made strategic moves over the contractual period to ensure that the school is appropriately staffed for any current and future needs. The faculty has been boosted by the addition of five special education and general education teachers who acquired licensure through the St. Thomas University Charter School Residency that provided an embedded grant-supported pathway for new teachers. The school now has an on-site Special Education director, coordinator and has added an ADSIS reading intervention position. In FY26 the school hired a licensed school nurse who regularly meets and collaborates with the authorizer’s health team. After the retirement of the chief finance officer, PCCS has contracted with Creative Planning LLC for business management services. Creative Planning works with many charter schools and provides a team of expert staff with extensive school finance experience.

PCCS’ has transitioned to an Affiliated Building Company that oversees building and grounds management. The PC ABC budget and planning process is overseen by the school board with quarterly budget reports. In the next contractual cycle, the strategic plan will include a 5-10 year commitment to strategic facility projects informed by an outside evaluation report. A facilities sub-committee oversees this work and provides recommendations to the board.

A new strategic planning process will be undertaken in the spring and summer of 2026. This mission-aligned plan will provide a framework for success during the next contractual period.

Measures	Metrics	Evidence
Overall Academic and Education Program	Overall, is the academic program successful? <ul style="list-style-type: none"> ● Met contract goals over the contract period? ● Does it address existing challenges? ● Does it allow the school to meet future academic goals? <i>Comment on any trends positive or negative</i> * Improvement of all pupil learning and all student achievement as the most important factor in renewal	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf Contractual / CACR Goal Data Parent Survey Data
Additional Purposes of charter schools (Minnesota Statute 124E.01)	Over the contract period, has the school met the additional purposes of charter schools? <ul style="list-style-type: none"> ● Increase quality of learning opportunities for all students? ● Encourage the use of different and innovative teaching methods? ● Measure learning outcomes and create different and innovative forms of measuring outcomes? ● Establish new forms of accountability for schools? ● Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site? 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf Contractual / CACR Goal Data

	<ul style="list-style-type: none"> Identify the purposes it will address in the charter contract and document the implementation of those purposes in the school's annual report? 	
Academic Accountability	<p>Over the contract period, has the school met its academic goals?</p> <ul style="list-style-type: none"> For school and contract specific academic goals For special populations (special education students and English language learners) If applicable, high school graduation and college preparation 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf Contractual / CACR Goal Data
Assessment Data	<ul style="list-style-type: none"> How does the school use assessment data to improve instructional effectiveness and student learning? Discuss the school's student attendance and retention rates over the term of the contract. 	Contractual / CACR Goal Data
Instructional Leadership	<p>How does the school's leadership:</p> <ul style="list-style-type: none"> Meet state requirements for teacher evaluation? Meet state requirements for student access to high quality teachers? And assess the instructional practices of staff? Support high teacher performance (in content and pedagogy)? 	Prairie Creek Teacher Development and Evaluation Plan Prairie Creek TDE Rubric Prairie Creek Q Comp Annual Report
Overall Fiscal Management - Budget and Finance	<p>Overall, is the school a financially viable and healthy organization?</p> <ul style="list-style-type: none"> Met contract goals over the contract period? Does the plan address existing challenges? Is the fiscal and facility plan reasonable, feasible, and achievable? 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf
Audits	Discuss the results of the school's financial audits and any findings.	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf
Awards	Has the school received any finance award?	
Budget	<ul style="list-style-type: none"> Has the school maintained a balanced budget? Has the school maintained a strong fund balance? 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf

Governance	<ul style="list-style-type: none"> Does the school have appropriate controls and procedures for the management of financial resources? Describe how the school board appropriately oversees the school's financials. 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf
Reporting	Discuss the school's ability to meet reporting expectations of the authorizer and state and federal agencies.	
Overall Governance and Leadership	<p>Overall, is school governance sound and is the school faithful to its stated mission, goals, and objectives?</p> <ul style="list-style-type: none"> Met contract goals over the contract period? Does the plan address existing challenges? Is the oversight and governance plan reasonable, feasible, and achievable? Does the board maintain an appropriate balance of power by support the leader while respecting the distinct roles of governance vs. management? 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf
Board Oversight	<p>Address the board's role and effectiveness in:</p> <ul style="list-style-type: none"> Completing short and long-term strategic planning Communication with stakeholders Reviewing and adhering to bylaws and policies Evaluating the performance of the Executive Director Measuring student/family and teacher/staff satisfaction Assessing and addressing issues with facility and learning environment 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 Parent Survey Data
Compliance	Summarize compliance with current MN Statute	
Overall Operations and Legal Compliance	<p>Overall, is the school faithful to the terms of its contract?</p> <ul style="list-style-type: none"> Met contract goals over the contract period? Does the plan address existing challenges? Is the compliance plan reasonable, feasible, and achievable? 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025 2025.01.13-Regular-Board-Packet.pdf
Legal oversight	<p>Address the school's:</p> <ul style="list-style-type: none"> systems and controls that ensure compliance with legal and charter contract requirements Access to legal counsel 	Prairie Creek Authorizer Site Visit Report 1/29/2024 Prairie Creek Authorizer Site Visit Report 1/30/2025
Reflection	<ul style="list-style-type: none"> Does the school recognize where growth is most essential? 	

- | | | |
|--|---|--|
| | <ul style="list-style-type: none">• Does the school have reasonable, feasible, and achievable goals for the future? | |
|--|---|--|

Northfield School District

RENEWAL ASSESSMENT RUBRIC

Charter schools were created to provide educators the freedom to create an innovative learning program in exchange for greater accountability regarding student progress and school administration. The Northfield School District holds the schools it authorizes accountable in four major areas: academic and educational program, fiscal management - budget and finances, governance and leadership, operations and legal compliance. Northfield School District believes in data-driven accountability and collects data in all areas. *Important to note: Northfield School District does not authorize early learning programs.*

As an authorizer, Northfield School District acknowledges and supports MN statute in that improving the learning, achievement, and success of all students is the most important factor in determining contract renewal and will be based substantially on the school's attainment of its contract academic outcomes and goals. Successful performance in the areas of fiscal management, governance and leadership, operations and legal compliance, do not outweigh improving pupil learning and student achievement for all students.

All currently authorized charter schools will participate in performance reviews. All reviews will follow a similar format. These completed Assessment Rubrics will be used as a tool for tracking and measuring contract goals across time and for identifying and addressing interventions, corrections, and termination.

Indicators

Accountability Categories:





- Academic and Education Program (most important factor)
- Fiscal Management - Budget and Finances
- Governance and Leadership
- Operations and Legal Compliance

Measures

Metrics

Evidence

Goals

Measures	Metrics	Evidence	Comments	Goals
Overall Academic Performance and Educational Program	<p>Overall, is the academic program successful?</p> <ul style="list-style-type: none"> ● Is it meeting current contract goals? ● Does it address existing challenges? ● Does it allow the school to meet future academic goals? <p><i>* Improvement of all pupil learning and all student achievement as the most important factor in renewal</i></p>	Site Visit Reports Annual Reports Contractual / CACR Goal Data Parent Survey Data		 Goal not met XX Goal met
Overall Fiscal Management - Budget and Finance	<p>Overall, is the school financially solvent and stable?</p> <ul style="list-style-type: none"> ● Is it meeting current contract goals? ● Does the plan address existing challenges? ● Is the fiscal and facility plan reasonable, feasible, and achievable? 	Site Visit Reports Annual Reports		 Goal not met XX Goal met
Overall Governance and Leadership	<p>Overall, is school governance sound and is the school faithful to its stated mission, goals, and objectives?</p> <ul style="list-style-type: none"> ● Is it meeting current contract goals? ● Does the plan address existing challenges? ● Does the program have documentation of the purposes it will address in the charter contract and document the implementation of those purposes in the school's annual report? ● Is the oversight and governance plan reasonable, feasible, and achievable? 	Site Visit Reports Annual Reports Contractual / CACR Goal Data Parent Survey Data Teacher evaluation template Q Comp annual report		 Goal not met XX Goal met
Overall Operations and Legal Compliance	<p>Overall, is the school faithful to the terms of its contract?</p> <ul style="list-style-type: none"> ● Is it meeting current contract goals? ● Are the school's dissemination activities compliant? ● Does the plan address existing challenges? ● Is the compliance plan reasonable, feasible, and achievable? 	Site Visit Reports Annual Reports		 Goal not met XX Goal met
Reflection	<ul style="list-style-type: none"> ● Does the school recognize where growth is most essential? ● Does the school have reasonable, feasible, and achievable goals for the future? ● Did the school meet prior unmet contract goals? 	Annual Reports		

RENEWAL ASSESSMENT SUMMARY


Charter School: Prairie Creek Community School	Contract renewal date: July 1, 2026	Summary Approved for: <input type="checkbox"/> Expansion <input type="checkbox"/> Mutual Non-renewal <input checked="" type="checkbox"/> Renewal New Contract length <u>5</u> years
Charter School Leadership signature: Date <u>4/21/26</u>	Assessment date: April 16, 2026	
Charter School Board signature: Date <u>4/21/26</u>	Reviewed by: <u>Daryl Kehler</u> Date <u>4/16/26</u>	

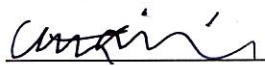
Measures	Comments
Overall Academic Performance and Educational Program	Prairie Creek Community School (PCCS) demonstrates strong academic performance, consistently outperforming state averages on MCA assessments in science, math, and reading, while successfully balancing progressive, theme-based learning with state requirements. The school met nine of 12 CACR goals for 2024-25.
Overall Fiscal Management - Budget and Finance	PCCS has steadily built a strong fund balance reserve, finishing FY25 with a fund balance of \$1,333,124 (43.3% of annual expenditures) which has kept the school fiscally sound and well positioned to weather unforeseen events. The second major stabilizing factor has been the school's steady enrollment and waiting list over the last several years. The audited Financial Statements for the year ending June 30, 2025 show General Fund total revenue at

	\$3,181,901 and General Fund total expenses in the amount of \$2,857,224 resulting in a Net Increase of \$324,677. All financial audits during the contract term have had no deficiencies.
Overall Governance and Leadership	The Board and leadership have remained stable and effective. During the site visits, the Board demonstrated a strong understanding of their role, as well as knowledge of the various aspects of the program. The Director of the program demonstrates strong communication skills, organization, knowledge of alternative education, finances, collaboration, and community building. PCCS is about to update their strategic plan for short and long term planning. They also have an effective plan for facilities maintenance and the learning environment.
Overall Operations and Legal Compliance	PCCS has met all legal compliance items throughout the contract term. The overall operations were observed to run effectively and efficiently through the site visits.

Suggested Improvement Plan with timeline (if applicable):

Completed performance improvement plan:

Charter School Leadership signature:  Date 4.17.26

Charter School Board signature:  Date 4/20/26

Northfield School District signature: _____ Date _____



Date: May 19th, 2026
To: Independent School District 659
From: George Sullivan, Knutson Construction
Subject: Northfield High School Addition and Renovation – Special Inspections Consultant

Dear Members of the Board,

Requests for Proposals of Special Inspections Services were sent to multiple professional special inspection firms to perform on the Northfield High School Addition and Renovation project.

Knutson Construction recommends that the motion be approved to award the following professional services agreement:

Special Inspection Services:

Braun Intertec in the amount of **\$215,091.00**

Upon Board approval, Knutson Construction will proceed with a Professional Service Agreement as recommended to begin the construction phase of the project.

Thank you,

George Sullivan
Project Manager
Knutson Construction

Attachments: None

CC: Dr. Matt Hillmann, District 659
Valori Mertesdorf, District 659
Josh Cooper, Knutson Construction
Sal Bagley, Wold Architects and Engineers

RESOLUTION PROPOSING TO PLACE
ON UNREQUESTED LEAVE OF ABSENCE

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

1. That it is proposed that {teacher name}, a teacher of said school district, be placed on a {amount of FTE} FTE unrequested leave of absence without pay or fringe benefits, effective at the end of the 2025-26 school year, pursuant to M.S. 122A.40, Subdivision 10 and Article XIV of the Master Agreement.
2. That written notice be sent to said teacher regarding the proposed placement on unrequested leave of absence without pay or fringe benefits as provided by law and said notice shall be in substantially the following form:

NOTICE OF PROPOSED PLACEMENT
ON UNREQUESTED LEAVE OF ABSENCE

Dear {Teacher}:

You are hereby notified that at the regular meeting of the School Board of Independent School District No. 659 held on May 26, 2026, consideration was given to your placement on a {**amount of FTE**} FTE unrequested leave of absence without pay or fringe benefits as a teacher of Independent School District No. 659, and a resolution was adopted by a majority vote of the Board, proposing your placement on unrequested leave of absence effective at the end of the 2025-2026 school year, pursuant to Minnesota Statutes 122A.40, Subdivision 10 and Article XIV of the Master Agreement, on one or more of the following grounds:

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

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

You will be granted a hearing before the School Board concerning the proposal to place you on unrequested leave of absence, provided that you make a request in writing within fourteen (14) calendar days after receipt of this notice. If no hearing is requested within such a period, it shall be deemed acquiescence by you to the School Board's proposed action. If such hearing is requested, it shall be held between May 29, 2026, and June 10, 2026 and you will be given further notice as to the specific date, time and location of the hearing.

Sincerely,

SCHOOL BOARD OF INDEPENDENT
SCHOOL DISTRICT NO. 659

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

Dated this 26th, day of May, 2026

SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 659

Chairperson

Clerk

**RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY**

BE IT RESOLVED by the School Board of Independent School District 659, State of Minnesota, as follows:

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 659 shall begin on Tuesday, July 14, 2026 and shall close on Tuesday, July 28, 2026. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on July 28, 2026.
2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the Northfield News, the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.
3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.
4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 659
NORTHFIELD PUBLIC SCHOOLS
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 659 shall begin on Tuesday, July 14, 2026, and shall close at 5:00 o'clock p.m. on Tuesday, July 28, 2026.

The general election shall be held on Tuesday, November 3, 2026. At that election, three (3) members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the school district clerk, Independent School District 659, 201 Orchard Street South, Northfield, MN, 55057. The filing fee for this office is \$2. A candidate for this office must be at least 21 years old, must be an eligible voter, must be a district resident for at least thirty (30) days, must have no other affidavit on file for any other office at the same primary or next ensuing general election, and must not be a convicted sex offender.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on July 28, 2026.

Dated: May 26, 2026

BY ORDER OF THE SCHOOL BOARD

Maggie Epstein, School District Clerk

Valori Mertesdorf, Deputy Clerk