#### CHARTER SCHOOL CONTRACT

#### Between

#### Northfield Public Schools

#### And

#### Arcadia Charter School - District #4091-07

WHEREAS, the primary purpose of the School is to provide an educational program for its students in order to improve all pupil learning and all student achievement; and

WHEREAS, will annually report its implementation of the primary and secondary purposes to its authorizer through the school's annual report; and

WHEREAS, the secondary purpose(s) of the School's educational program is/are:

- Increase 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; and
- 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, 2017; and

WHEREAS, Northfield Public Schools has conducted the performance evaluation of the School (See Exhibit N and O), 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. <u>Certain Definitions</u>. 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 Arcadia Charter School, located at one site, 1719 Cannon Road, 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. <u>Captions</u>. 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. <u>Gender and Number</u>. 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:

#### **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. Description of School's In-School & Out-of-School Time Programs
- F. Academic & Non Academic Pupil Performance Outcomes/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
- O. School Authorizer External Review

## ARTICLE II RELATIONSHIP BETWEEN THE SCHOOL AND THE DISTRICT

Section 2.1. <u>Voluntary Authorization</u>. 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. <u>Independent Status of the School</u>. 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. <u>Financial Obligations Are Separate</u>. Any contract, mortgage, loan or other instrument of indebtedness entered into by the School and a third party shall not in anyway 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 anyway 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. <u>Limited Use of "District" Name</u>. 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, "[Name of 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. <u>Authorizer Fee</u>. 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 <u>Conflict of Interest Policy</u>. This policy (210.1) 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. <u>Limitation on Actions</u>. 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. <u>Assumption of Liability</u>. 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. <u>Articles of Incorporation</u>. 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. <u>Bylaws</u>. 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. Bylaws shall be amended in accordance with procedures specified in the School's bylaws. 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. <u>Governance</u>. 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. <u>School Board Meetings</u>. Meetings of the School's Board and its committees shall comply with the Minnesota Open Meeting Law, Minnesota Statute Chapter 13D.
- Section 6.3. <u>Exhibits</u>. 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. <u>Compliance with all Applicable Laws</u>. The School shall comply with all Applicable Laws.
- Section 6.5. <u>Programs Offered by the School</u>. 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) <u>In-School Time Programs</u>. 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 6 8 with a maximum enrollment of 54 students (Middle School)
- [X] Grades 9 12 with a maximum enrollment of 72 students (High School)
- (b) <u>Out-of-School-Time Programs</u>. 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) <u>Club and Athletic Programs</u>. 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. <u>Academic Curriculum Program</u>. The School will implement and adopt the academic program and curriculum set forth in Exhibit E.
- Section 6.7. <u>Methods of Assessment</u>. The School shall evaluate students' work based on, at a minimum, the assessment strategies identified in this Contract and its annual report.
- (a) <u>Academic Measures</u> 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.
  - 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. <u>Assessment and Test Results</u>. The School will provide the District results of Minnesota required assessments. The District will compare testing data to other schools in order to measure performance as demonstrated in Exhibit N.
  - 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) <u>Site-visits</u>. The District shall engage in 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.

- 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. <u>District Initiated</u>. 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) <u>Notice to School Leader or Board Chair</u>. 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) <u>Formal Notice to School Board</u>. 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 investigation, 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) <u>Notice to School Board of Charter Revocation/Termination</u>. The District initiates notice whereby charter authorization will be withdrawn pursuant to Article X.

Section 6.8. <u>School Calendar and School Day Schedule</u>. 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) <u>To Department of Education</u>. The School will comply with all reporting requirements established by the Department of Education.

Section 6.10. <u>Accounting Standards</u>. 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 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 submit two (2) copies of the annual financial statement audit and auditor's management letters including any required supplemental information, 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. <u>UFARS and MARSS</u>. 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. <u>Contributions and Fund Raising</u>. 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. <u>Annual Reports</u>. 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.

Section 6.15. <u>Employment</u>. 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. <u>Collective Bargaining Agreements</u>. Collective bargaining agreements, if any, with employees of the School shall be the responsibility of the School.

Section 6.17. <u>Transportation</u>. 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. <u>Notification of Claim</u>. 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. <u>Expenses</u>. 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. <u>Board Data</u>. 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) <u>Teacher Licensure</u>. 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 <u>Cooperation and Third Parties</u>. 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. <u>Conflict of Interest and Assurances</u>. 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. <u>Tuition Prohibited</u>. 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. <u>Establishment of Religion Prohibited</u>. The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations.
- Section 7.3. <u>Home School Support Prohibited</u>. The School shall not be used as a method of educating or generating revenue for students who are being home schooled, except as may be allowed by Applicable Law.
- Section 7.4. <u>Open Admissions</u>. 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. Arcadia's admissions and lottery policy appear in Exhibit G.
- Section 7.5. <u>Lottery Admissions</u>. 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. <u>State Laws</u>. 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. <u>Compliance</u>. 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. <u>Special Education Director</u>. 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. <u>Financial Parameters</u>. 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.

- (b) <u>Health and Safety</u>. The School shall meet the same federal, state, and local health and safety requirements applicable to a school district.
- (c) <u>Immunization</u>. 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.

- (d) <u>Human Rights Act</u>. 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.
- (e) <u>Student Discipline and Dismissal</u>. 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) <u>Fee Law</u>. 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. <u>Federal Laws</u>. 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. <u>Intellectual Property</u>. 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. <u>Student Records</u>. The School shall comply with Applicable Law regarding the management and transfer of student records.

## ARTICLE IX AMENDMENT

- Section 9.1. <u>Amendments</u>. 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. <u>Change in Existing Law</u>. 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. <u>Grounds for Revocation/Termination or Nonrenewal</u>. 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. <u>Procedures for Revoking/Terminating or Not Renewing Contract</u>. 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) <u>School Board's Response</u>. 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) <u>Informal Hearing</u>. 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) <u>Plan of Correction</u>. 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) <u>Withdrawal of Notice of Revocation/Termination or Nonrenewal</u>. 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. <u>Dissolution</u>. 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. <u>Distribution of Property Upon Termination of Contract</u>. 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. <u>Property Owned by School</u>. 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. <u>Property Owned by School Employees</u>. 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. <u>Contract Renewal or Transfer to Different Authorizer</u>. (a) Contract Renewal

1. <u>Considerations Determining Renewal</u>. The School acknowledges that improving all pupil learning and all student achievement 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 15th 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.

(b) <u>Transfer to Different Authorizer</u>. 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. <u>Insurance</u>. 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 a minimum of commercial general liability insurance in comprehensive form, bodily injury and property damage combined of one and a half million dollars (\$1,500,000) per occurrence and personal injury of one and a half million dollars (\$1,500,000) per occurrence; and up to one million dollars (\$1,000,000) per occurrence for the release or threatened release of a hazardous substance; and if not included under its general liability coverage, additional coverage as follows: minimum automobile liability insurance coverage, bodily injury and property damage, of one million dollars (\$1,000,000) per occurrence if the School owns or operates motor vehicles; officer and employee errors and omissions/professional liability of one and a half million dollars (\$1,500,000) per occurrence; and employee theft insurance of five hundred thousand dollars (\$500,000).

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. <u>School Lease</u>. 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. <u>Legal Liabilities</u>. 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. <u>Indemnification of the District and Commissioner</u>. 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. <u>Term of Contract</u>. This Contract shall be effective on July 1, 2017 and shall remain in full force and effect for five (5) academic years through the end of the 2021/2022 school year, and shall terminate on June 30, 2022, unless sooner revoked/terminated according to the terms hereof.

Section 12.2. <u>Notices</u>. 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 1400 Division Street South Northfield, MN 55057

If to the School: to the attention of the School Board or School Board President/Chair at:
Arcadia Charter School
1719 Cannon Road
Northfield, MN 55057

Section 12.3. <u>Severability</u>. 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. <u>Successors</u>. 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. <u>Entire Contract</u>. 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. <u>Governing Law</u>. 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. <u>Counterparts</u>. 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. <u>Construction</u>. 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. <u>Force Majeure</u>. 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. <u>No Third Party Rights</u>. This Contract is made for the sole benefit of 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. <u>Non-agency</u>. School is not an agent of the District and the District is not an agent of the school.

Section 12.14. <u>Termination of Responsibilities</u>. 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. <u>Survival of Provisions</u>. 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.

| DATE             | ATE: July 1, 2017  |                             |
|------------------|--|-----------------------------|
| NOR              | ORTHFIELD PUBLIC SCHOOLS   |                             |
| Ву:              | ·  |                             |
|                  | Julie Pritchard  |                             |
|                  | Its: Board Chair   |                             |
| with th<br>appro | the authorized representative of the School, I hereby certify that h the Contract and all Applicable Law, and that the School, through proved and agreed to comply with and be bound by the terms and of the date set forth above. | gh its governing board, has |
| ARCA             | CADIA CHARTER SCHOOL   |                             |
| Ву:              |  |                             |
|                  | Sean Fox   |                             |
|                  | Its: Board Chair   |                             |
|                  |  |                             |

As the designated representative of the District, I hereby issue this Contract to the School on

the date set forth:

## RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACT OF A PROBATIONARY TEACHER

WHEREAS, {NAME}, is a probationary teacher in Independent School District No. 659,

BE IT RESOLVED by the School Board of Independent School District No. 659, that pursuant to M.S. 122A.40, Subdivision 5, that the teaching contract of {NAME}, a probationary teacher in Independent School District No. 659, is hereby terminated at the close of the current 2016-17 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

#### NOTICE OF TERMINATION AND NON-RENEWAL

Dear {NAME}:

You are hereby notified that at the regular meeting of the School Board of Independent School District No. 659 held on April 24, 2017, a resolution was adopted by majority vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2017-18 school year. Said action of the Board is taken pursuant to Minnesota Statutes 122A.40, Subdivision 5.

You may officially request that the School Board give its reasons for the non-renewal of your teaching contract. However, such written request should be received within ten (10) calendar days after the receipt of this notice.

|   | Yours very truly,                                      |  |  |
|---|--|--|--|
|   | SCHOOL BOARD OF INDEPENDENT<br>SCHOOL DISTRICT NO. 659 |  |  |
| Dated this 24 <sup>th</sup> day of April, 2017. |  |  |  |
| ulie Pritchard, Chairperson                     | Valori Mertesdorf, Deputy Clerk                        |  |  |

#### 533 WELLNESS

[Note: 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 school district is in compliance with the policy.]

#### I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

#### II. GENERAL STATEMENT OF POLICY

- A. The school board 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 health fosters student attendance and learning.
- B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.
- C. The school district encourages the involvement of parents, students, representatives of the child nutrition department, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school 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 K-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.

#### III. WELLNESS GOALS

#### A. Nutrition Promotion and Education

- 1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:
  - a. offered as part of a comprehensive program designed to provide students 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; and
  - c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.
- 2. The school district will encourage all students 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; and
- 3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate.

#### C. Communications with Parents

- 1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.
- 2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.
- 3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.
- 4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

#### IV. STANDARDS AND NUTRITION GUIDELINES

[Note: The Act requires that school districts have standards, selected by the school 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 school districts also have nutrition guidelines.]

#### A. School Meals

[Note: The Act specifically requires that the 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 afterschool snacks set forth in 7 C.F.R. § 210.10 and the meal requirements for breakfasts set forth in 7 C.F.R. § 220.8.]

- 1. The school 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 provide clean, safe, and pleasant settings and adequate time for students to eat.
- 5. 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.
- 6. Child nutrition personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.
- 7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.
- 8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.
- 9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.
- 10. The school 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 school district shall designate an appropriate person to be responsible for the school 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 school district's responsibility to operate a food service program, the school 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, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.
- 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 school 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 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 per building per year. These events will be determined by the building administrator and Wellness Committee Coordinator. These exceptions will be documented on our District Wellness procedures form.]
  - a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. [Note: See accompanying document for suggested lists.]
  - b. Classroom snacks brought by parents. The school district will provide to parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards. [Note: See accompanying document for suggested lists.]
- 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 school district will make available to parents and teachers a list of suggested healthy fundraising ideas. [Note: See accompanying document for suggested lists.]

#### 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 school district official to oversee the school district's wellness-related 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 school 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 school district's website and will be open to the public.

#### VI. POLICY IMPLEMENTATION AND MONITORING

#### A. Implementation and Publication

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

[Note: Per Minn. Stat. § 121A.215, when available, a school district must post its current local school wellness policy on its 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.

#### Triennial Assessment C.

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

#### D. Recordkeeping

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

Policy 533 – Wellness

Adopted: 5.22.2006, Revised 3.11.2013, Updated 5.2013, Pending Update May 2017

School Board **INDEPENDENT SCHOOL DISTRICT 659** Northfield, Minnesota

Legal References:

Minn. Stat. § 121A.215 (Local School District Wellness Policy) 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 of 1966) 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

## **Healthy Food Ideas:**

# School Snacks, Celebrations & Family Events<sup>1</sup>



Snack time, celebrations, and family events are great opportunities to promote a healthy lifestyle, provide consistent messages and create excitement around nutritious choices. When food is a part of the school day or a special school event, offer a variety of healthy options including fruits, vegetables, whole grains, low fat/fat-free dairy products and water.

### Fruits

- Fresh whole or sliced fruit assortment
- Fruit salad or kabobs
- Dried fruit or 100% fruit leathers
- Frozen fruit (try frozen grapes!)
- Sliced apples with cinnamon
- Unsweetened applesauce
- 100% fruit popsiçles
- Banana pops (bananas, sliced in half, popsicle sticks inserted, rolled in yogurt and whole grain cereal toppings, and frozen)

### Whole Grains

- Low fat popcorn
- Whole grain bagel slices, muffins or pita with hummus or peanut butter
- Low fat breakfast or granola bars

### Low Fat/Fat-Free Dairy

- String cheese
- Yogurt (try squeezable!)
- Yogurt smoothies or parfaits



### Vegetables

- Raw vegetables (baby carrots, sugar snap peas, sliced bell peppers and more) with low fat dip
- Celery topped with peanut butter & raisins or low fat cream cheese & 100% fruit preserves
- Edamame boiled soybeans served in the pods

**DIPS:** hummus, salsa, bean dip, honey mustard, low fat ranch, low fat yogurt

WARNING: A small but growing number of kids have severe peanut and/or tree nut allergies. Before bringing in peanuts, peanut butter, or other nuts as a snack, make sure none of the children have an allergy.

#### **Edible Art**

Creative parents can make items like "Watermelon Turtles" (hollowed-out watermelons carved to look like turtles, filled with fruit) or "Veggie-Head Bagels" (mini whole grain bagels with low fat cream cheese; use small pieces of veggies like broccoli, carrots, and peppers to create fun faces). In fact, edible "food art" can be created using a variety of healthy foods. Kids will have a blast making and eating the good-foryou treats.

### Drinks

- **Water**
- Low fat or fat-free milk
- 5 100% fruit juice
- Sparkling punch (seltzer & 100% juice)











# Make health the expectation and the easy choice for students and families

- Promote fruits and vegetables by arranging them in a visually-appealing way to draw the attention of kids and families.
- If sweets or other treats are present, offer them in small portion sizes with other, healthier foods that balance out the meal. Try cutting treats in half.
- Create sign-up sheets that list items like fruits, vegetables, whole grain crackers, low fat/fat-free yogurt, cheese and milk – and don't forget the water. Include one line for a parent to bring in a less nutritious, more traditional party treat (which is an opportunity to teach moderation), or eliminate that option entirely.
  - Alternately, instead of sign-up sheets, send home a list of suggestions for healthy party snacks (check for food allergies before serving).

## **Healthy Food Ideas**

### **Mixed Foods**

- Air-popped popcorn with nuts and dried fruit
- Low fat cheese on whole grain crackers
- Graham crackers with peanut butter
- Sliced apples with low fat cheese slices
- Whole grain pizza with low fat toppings
- Whole grain pancakes topped with fruit
- Wraps with low fat ingredients
- Quesadillas or bean burritos with salsa
- Low fat cottage cheese with fruit
- Baked tortilla chips with salsa or bean dip
- Trail/cereal mix (low fat/low sugar)
- Fruit-n-cheese pretzel kabobs
- Whole grain rice cakes topped with bananas or other fruit
- Low sodium sliced turkey wrapped around slices of cucumber, bell peppers, or carrots
- Mini sandwiches cut into fun shapes with cookie cutters

Get Kids in on the Act! Parents can bring in the ingredients and kids can make their own:

Trail Mix – pretzels, dried fruit, whole grain-low sugar cereals, sunflower or sesame seeds, etc.

Fruit Salad – apples, oranges, strawberries, blueberries, bananas, kiwi, pineapple, etc.

### Look for more healthy food ideas:

Coalition for Activity and Nutrition to Defeat Obesity (CanDo) School Wellness Resource Kit:

www.ActionforHealthyKids.org/SchoolWellnessResourceKit-CanDo



Action for Healthy Kids® partners with teachers, students, parents, school wellness experts and more to fight childhood obesity, undernourishment and physical inactivity by helping schools become healthier places so kids can live healthier lives. Our programs, tools and resources make it possible for everyone to play their part in ending the nation's childhood obesity epidemic.

www.ActionforHealthyKids.org

The websites listed in this document are provided as a service only to identify potentially useful ideas and resources for creating healthier school cultures. Action for Healthy Kids is not responsible for maintaining these external websites, nor does the listing of these sites constitute or imply endorsement of their content.

<sup>&</sup>lt;sup>1</sup> Adapted from "Healthy Celebrations," Connecticut State Department of Education, May 2005 & "Healthy Food Ideas," Ohio Action for Healthy Kids, 2012



## **Healthy School Snacks**

Children need snacks to keep their busy bodies and minds going. Healthy snacking can help kids get important nutrients, make up for skipped meals and provide necessary fuel for learning, sports and other activities. Eating small, well-balanced snacks between meals can also keep kids from eating too much at mealtimes.<sup>1</sup> Many kids bring snacks to school, and sometimes school programs, school staff or other parents provide snacks for students to share. Making those snacks as nutritious as possible is important for student performance and the development of healthy eating habits.

### Promoting Healthier Snacks at School

- Ask teachers to make a point of eating healthy snacks in front of the kids and to talk about how they feel better, stronger and smarter when eating this way.
- Seek community partners and funding opportunities that could help your school provide healthy snacks. If your school has a high free and reduced lunch population, it may be easier to set up these types of partnerships.
- Volunteer to make a classroom chart that tracks when kids bring in fresh fruits and veggies for a snack.
   Consider offering a non-food reward when students reach certain milestones.
- Ask teachers or other school staff if you can conduct periodic taste tests of healthy snack items in the classroom, in the cafeteria or elsewhere. If children try something and like it, they're more likely to ask their parents if they can have it at home.
- Ask if the school can put a big fruit bowl (instead of candy) in the front office, available for staff, students and parents to help themselves. Brainstorm ways to keep it full.
- Hang colorful and fun posters that promote healthy snacks around the school.
- Promote the "eat a rainbow" message, which encourages eating natural foods that come in a variety of colors, or "Go, Slow, Whoa" – "go" foods can be eaten almost anytime, "slow" foods should be eaten less often, and "whoa" foods should be eaten only once in a while or on special occasions.



### Making a Difference

As co-directors of the wellness committee at Cougar Run Elementary in Colorado, moms Annie Romano and Yvonne Faulkner decided to make promoting healthier snacks a priority, establishing P.A.C.K (Pack Assorted Colors for Kids) Week in the spring and timing it to lead up to a school fun run. Each day, students were encouraged to bring a fruit or vegetable of a certain color for their snack (for example, Monday was "Pack Purple Day" and Wednesday was "Pack Red Day"). The wellness committee also urged students to wear the color of the day, which promoted the program, generated excitement and fostered school spirit.

P.A.C.K. Week was a huge success. The majority of students participated, and the wellness committee noticed that after the week was over, students chose more fresh fruits and vegetables at lunchtime. P.A.C.K. Week now takes place at Cougar Run twice a year.

### Put plenty of fruits and veggies on the snack menu

Only 1% of adults and 2% of children meet both of the daily fruit and vegetable targets recommended by the USDA's Dietary Guidelines for Americans 2010.<sup>2</sup> The USDA's MyPlate icon (www.ChooseMyPlate.gov) urges us to fill half our plate with fruits and vegetables at every eating occasion. For most Americans, this means more than doubling the amount of fruits and vegetables we eat daily.<sup>3</sup>





## **Healthy Snack Recommendations**

### Snacks

- As much as 30 percent of kids' daily calories come from snacks and if they're eating processed, grain-based snack foods (like many of the popular, heavily-marketed options out there), two thirds of those calories might be coming from added sugars. For healthy growth and development, make fruits, vegetables, whole grains and low fat/fat-free dairy products the primary choices.
- Portion control is very important snacks should be served in appropriate portion sizes for a child's age, size and activity level.

### Beverages

- Encourage kids to drink water instead of sugary drinks throughout the day, including snack time. Soda, energy drinks and sports drinks are a major source of added sugar, and calories, in American diets.
- Low fat/fat-free milk is a nutritious choice that helps kids get the nutrients their growing bodies need.
- Juices (100%) also provide important nutrients. Watch portions: Juice boxes, milk chugs or 8 ounce servings make for a great snack during the school day.

### **Additional Resources**

Learn more about P.A.C.K. Week from Welch's: http://www.welchs.com/pack

Learn more about the Go, Slow, Whoa initiative and download the food chart: <a href="http://www.nhlbi.nih.gov/health/public/heart/obesity/wecan/eat-right/choosing-foods.htm">http://www.nhlbi.nih.gov/health/public/heart/obesity/wecan/eat-right/choosing-foods.htm</a>

For easy to follow nutrition information in English and Spanish, check out the USDA's 10 Tips Nutrition Education Series: <a href="http://www.choosemyplate.gov/healthy-eating-tips/ten-tips.html">http://www.choosemyplate.gov/healthy-eating-tips/ten-tips.html</a>





For a list of healthy school snack food ideas visit:

www.ActionforHealthyKids.org/ParentToolkit-FoodIdeas

Action for Healthy Kids® partners with teachers, students, parents, school wellness experts and more to fight childhood obesity, undernourishment and physical inactivity by helping schools become healthier places so kids can live healthier lives. Our programs, tools and resources make it possible for everyone to play their part in ending the nation's childhood obesity epidemic.

www.ActionforHealthyKids.org

The websites listed in this document are provided as a service only to identify potentially useful ideas and resources for creating healthler school cultures. Action for Healthy Kids is not responsible for maintaining these external websites, nor does the listing of these sites constitute or imply endorsement of their content.

<sup>1</sup>Center for Young Women's Health, Boston Children's Hospital, http://www.youngwomenshealth.org/healthy\_snack\_attack.html

<sup>2</sup>"State of the Plate - 2010 Study on America's Consumption of Fruits and Vegetables,"

Produce for Better Health Foundation.

<sup>3</sup>http://www.fruitsandveggiesmorematters.org/dietary-guidelines-for-americans

<sup>4</sup>"Healthy Kids Learn Better - Tips to Shape Healthy Habits," Webinar Series: Parents and Nutrition, Presented by: Ohio Action for Healthy Kids and Ohio Parent Teacher Association 3/20/12



## Healthy Birthdays, Celebrations & Family Events<sup>1</sup>

Birthdays, celebrations, and family events are great opportunities to promote a healthy lifestyle, provide consistent messages and create excitement around nutritious choices at school. Plan events that emphasize healthy foods and align with classroom lessons or shift the focus and plan non-food events centered on physical activity, music, art and games. Host events that make it easy for children to practice making healthy choices.

### Birthdays — the birthday child can:

- Be the teacher's helper.
- Wear a special crown, sash, button or badge all day.
- Donate and/or read a favorite book to the class.
- Choose the class music for writing or independent study time.
- Receive a personalized birthday card from the teacher via email or snail mail.
- Choose a game or activity the class does for the last few minutes of the school day.
- Have special time (for a walk, game or other activity) with the teacher, principal or another adult.
- Receive a "Celebrate Me" book from classmates with written stories, poems or drawings about the birthday child.

### **Promote Healthy Living**

Plan family events that get parents engaged and on board with healthy living, as this will create more buy-in and support for a healthy school food culture. It also makes it more likely that healthy habits will be reinforced at home.





For a list of healthy school food ideas for snacks, celebrations and family events visit:

### Family Events

- Health fairs
- School garden work days
- Cooking lessons or "Iron Chef" competitions
- Physical activity events with healthy snacks or prizes (dance contests, fun runs, obstacle courses, bike-a-thons, sock hops)
- Screenings of movies that promote healthy living
- Nutrition classes for the family from community partners like your cooperative university extension service
- Fall festival with active fall-themed games and a farmers' market
- Walk-to-school month with parent participation
- Creation of school teams for local runs or walks
- Parents and teachers vs. kids sports competition
- 30-day challenges pick a healthy habit and organize a competition around it, starting with a kick-off event and ending with a celebration

www.ActionforHealthyKids.org/ParentToolkit-FoodIdeas



Children like

adventure - don't

be afraid to try

something new!





## **Healthy Celebrations**

### Celebrations

- Give children extra recess time instead of a party.
- Have a dance party. Let students select the music. Invite the principal and other school staff!
- Get students involved in planning and preparing for celebrations let them make decorations and favors and let them choose the games.
- Create a book honoring what is being celebrated that day. Have students draw pictures showing what the day means to them.
- Organize a special community service project instead of a party. Invite senior citizens in for lunch, collect goods and make cards for sheltered families, organize a project outside for Earth Day.
- Have students vote on a special class art project or craft. Invite a local artist to come in and do a demonstration.
- Arrange a treasure hunt around the classroom. Provide a special non-food treat at the end. Use a theme that ties into what the kids are learning in class.
- Ask students to come up with healthy party ideas, and ask parents to send in healthy recipes and ideas for activities, games and crafts. Create a "healthy classroom party guide" to distribute to parents.
- Plan around holiday themes. Students can make cards for winter holidays, decorate the classroom with hearts for Valentine's Day, and learn an Irish step-dance for St. Patrick's Day. Search education websites for ideas.

#### When food is offered

- Make good nutrition the expectation and the easy choice offer fruits, vegetables, whole grains, low fat/fat-free dairy products and water.
- Check your school's wellness policy or school improvement plan to see if they contain any guidelines or goals about foods for birthdays, celebrations, and family events. If they don't, find out what it would take to address this issue.



#### Resources

Coalition for Activity and Nutrition to Defeat Obesity (CanDo) & Healthy Kids Club Guide to Healthy School Celebrations: www.ActionforHealthyKids.org/HealthyPartyGuide-CanDo

Action for Healthy Kids® partners with teachers, students, parents, school wellness experts and more to fight childhood obesity, undernourishment and physical inactivity by helping schools become healthier places so kids can live healthier lives. Our programs, tools and resources make it possible for everyone to play their part in ending the nation's childhood obesity epidemic.

www.ActionforHealthyKids.org

The websites listed in this document are provided as a service only to identify potentially useful ideas and resources for creating healthier school cultures. Action for Healthy Kids is not responsible for maintaining these external websites, nor does the listing of these sites constitute or imply endorsement of their content.

<sup>&</sup>lt;sup>1</sup> Adapted from "Healthy Celebrations," Connecticut State Department of Education, May 2005 & "Healthy Celebrations at School," Ohio Action for Healthy Kids, 2012





### Healthy Snack & Beverage Ideas\*

- Water
- 100% fruit juice with no added sugar
- Fat-free or low fat milk
- Fruit smoothies (made with frozen fruit with no added sugar and fat-free or low fat yogurt)
- 100% fruit juice slushes with no added sugar
- Fresh fruit trays, salads or kabobs
- Fresh vegetables trays, salads or kabobs
- Fat-free or low fat yogurt (alone or as dip for fruits or vegetables)
- Yogurt parfaits (fat-free or low fat yogurt, fruit and whole grain cereal or granola as topping)
- Canned fruit or fruit cups (in water, 100% fruit juice or light syrup)
- Frozen fruit or fruit cups (in water, 100% fruit juice or light syrup)
- Frosty fruits freeze your own fruit (frozen grapes make a great summer treat!)
- Dried fruit with no added sugar
- Nut or seed butter (serve with fruit or whole grain crackers)
- Nuts or seeds
- Trail mix made of nuts or seeds and dried fruit with no added sugar
- Whole grain crackers
- Low-fat cheese (serve with fruit or whole grain crackers)
- Hummus (serve with vegetables or whole grain crackers)
- Small whole grain waffles or pancakes topped with fruit or nut or seed butter
- Whole grain pretzels (soft or crunchy)
- Low-fat or air-popped popcorn (no added butter or salt)
- Graham crackers
- Nut or seed butter and jelly sandwiches on whole grain bread
- Small whole grain bagels or English muffins with nut or seed butter or jelly
- Pizza (on whole grain crust with low fat cheese and lean protein or vegetable toppings)
- Roll-ups on whole grain tortillas (fill with a lean protein such as ham or turkey, low fat cheese, hummus, nut or seed butter and jelly or vegetables)
- Fat-free or low fat pudding
- Bean quesadillas or burritos made with whole grain tortillas with salsa
- Whole grain cereal bars
- Baked whole grain tortilla chips with salsa or bean dip
- Baked chips (small portions)

\*Check ingredient statements and nutrition information to ensure items meet the USDA Smart Snacks in School nutrition standards. Ensure food allergies of any participants are known before serving any food item.

Pair foods together for an afternoon snack to power youth up for their activities, whether that is physical activity or educational activities. Combine a lean protein with a fruit or vegetable, such as sunflower seeds dried raisins. Or a low-fat dairy food and whole-grain rich choice, like string cheese and whole grain crackers. Try low-fat dairy and fruit – yogurt and strawberries. Pair a whole-grain rich food with a lean protein by spreading hummus on a whole grain tortilla. Or serve a whole-grain rich food and vegetable, such as a whole grain cereal bar and cherry tomatoes. Get creative!

For more information on healthy snacking or finding healthy snacks and beverages, contact Stephanie Joyce, National Nutrition Advisor at the Alliance for a Healthier Generation, at <a href="mailto:stephanie.joyce@healthiergeneration.org">stephanie.joyce@healthiergeneration.org</a>.



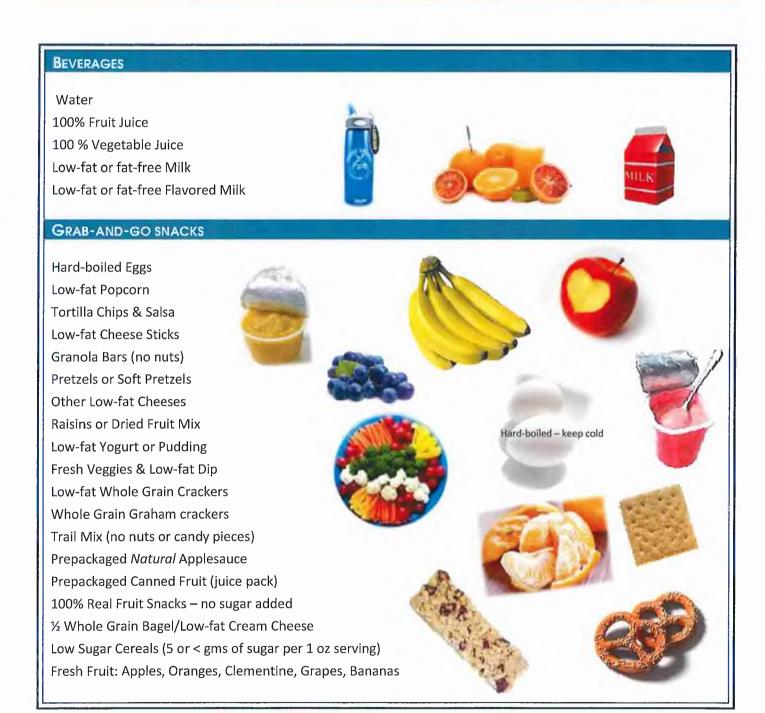




#### **HEALTHY SINGLE SERVING SNACKS IDEAS**

Snacks are a great way to provide quick energy for people on the go. Healthy snacks supplement meals by helping to provide the nutrients and energy growing bodies need. Offer foods like fruits and vegetables, whole grains and dairy, rather than sugary treats and beverages filled with empty calories.

NOTE: When providing snacks for a classroom or sports team, it is best to avoid products containing nuts, peanuts and peanut butter to prevent complications for children with allergies.







Foods and beverages sold at and by schools and afterschool programs should reinforce the healthy habits that we all seek to instill in youth, setting them up for lifelong success. Fundraisers can be successful and engage youth, the community, the school building and out-of-school time programs in meaningful ways without undermining healthy eating messages.

#### STEPS TO SUCCESSFUL FUNDRAISING

- Update your wellness policy so that fundraisers must be activity-based, sell non-food items or only sell foods that meet the USDA's Smart Snacks in Schools nutrition standards
- Talk with your PTO, principal, coaches, school and booster clubs, parents and food service staff about the importance of offering healthy fundraising options and provide them with examples
- Enlist students to research and develop healthy, profitable fundraising ideas and include them in the planning process

Develop a budget and plan for the school year that includes:

- Identifying fundraising needs and what the funds will support
- Outlining potential fundraising activities
- Estimated revenue from each activity
- Estimated expenses resulting from activity
- A calendar of when the activities will occur
- Estimated involvement from youth and/or parents



#### **CREATIVE FUNDRAISING IDEAS**

There are many examples of creative fundraisers that support your school or afterschool program while also supporting a healthy environment for kids. Here are a few of our favorites:



#### **GET KIDS MOVING**

Host a walk-, run-, bike-, dance-, skate-a-thon or a 5K color run

Organize a Zumba, dance or yoga night

Visit an ice skating rink

Hold a jump rope or hula hoop competition

Create a team sports tournament for youth and their families

Hold a field day at school and encourage youth and families to form teams and compete



#### **SPARK CREATIVITY**

Host a talent show

**Hold a yard sale** or auction where youth, staff and parents donate items

### Ask local businesses to donate:

- a portion of sales of healthy menu items
- products or services to an auction
- · event tickets to a raffle

Sell school-branded promotional items such as t-shirts or water bottles

Organize a student art or craft fair

Hold a coin drive competition between classrooms



## SUPPORT HEALTHY EATING

Hold a "Taste of Your Town" event and invite local chefs to donate healthy dishes

**Sell cookbooks** with healthy recipes donated from parents, students and staff

Host a healthy cooking class and ask a local chef to donate his/her time

**Sell healthy snacks** made by youth after school\*

Create a healthy family night and invite parents to attend and enjoy a healthy meal with their children and school or program staff

Hold a youth healthy cooking competition and ask local grocery stores to donate food to keep costs down

\*Foods or beverages sold as fundraisers should meet the USDA's Smart Snacks in School nutrition standards.

Consider reaching out to your School Nutrition Program to set up cooperative purchasing of Smart Snacks compliant products.

