



**ROCK RIDGE PUBLIC SCHOOLS  
411 SOUTH 5TH AVENUE  
VIRGINIA MN 55792**

**Regular Meeting  
Monday, August 3, 2020 at 6:00 PM  
Spectrum Health Building, 1405 Progress Parkway, Virginia, MN  
55792**

## AGENDA

*Due to the declared health pandemic, the Stay Safe Order, the declared state of emergency, and pursuant to Minnesota Statute 13D.021, the public is invited to watch the meeting live ([vmeps.org](http://vmeps.org) or [egschools.org](http://egschools.org)) or via Zoom (Call 742-3900 or [stacie.lamppa@rrps.org](mailto:stacie.lamppa@rrps.org) to get the link). Comments for the school board meeting may be submitted no later than 3:30 pm on August 3, 2020 and they will be read aloud into the record.*

1. Call to Order of regular meeting.
2. Pledge of Allegiance.
3. Roll Call.
4. Consider additions or deletions to the agenda.
5. Adoption of agenda.
6. Recognition of visitors and public comment regarding the meeting agenda.
7. Reports.
  1. Update on Opening School Year.
    1. Safe Learning Plan for 2020-21.
    2. Data for K-12 Schools: 14-Day COVID-19 Case Rate by County.
8. Administration Items:
  1. Consider Morton Building options.
  2. Consider approving hire of new Director of Human Resources and Fundraising and Grants.
9. Closed Session pursuant to Minnesota Statutes Section 13D.05, subdivision 3(b), to engage in discussions with the Board's legal counsel related to litigation in the case of *ISD 706 v. ERATS*, Court File No. 69VI-CV-20-252. The Board of Directors seeks legal advice

on the status of the matter, the District Attorney's analysis of the same, and the District's options for responding to and resolving the matter.

1. Possible action on the matter based on the topics discussed in closed session.

10. Public comment regarding meeting agenda.

11. Meeting Announcements:

1. Next meeting of the Rock Ridge School Board in Monday, August 10, 2020 at 6:00 P.M.

12. Adjournment.

A student is shown from the chest down, sitting at a desk and writing in a notebook with a pen. The background is slightly blurred, showing other students and classroom materials.

# Safe Learning Plan for 2020-21

## *A Localized, Data-Driven Approach*

### Introduction

Spring 2020 brought unprecedented changes to society and our education system. Following two months of statewide distance learning, Minnesota public schools have spent summer 2020 developing contingency plans for the 2020-21 school year, based on [guidance from the Minnesota Department of Education](#) (MDE) and [public health guidelines](#) from the Minnesota Department of Health (MDH). During this time, MDE has made significant [public engagement efforts](#) to understand how we can better serve all Minnesota students and families, while protecting the health and safety of our school communities.

This document explains the Safe Learning Plan for the 2020-21 School Year and outlines resources and supports that are available to school districts and charter schools for the upcoming school year.

While reopening school buildings for in-person instruction is what we want for our students, the main priority must continue to be the health, safety, and wellness of our students, staff, and community.

### Vision

Minnesota is the best state in the country for children to grow up in – those of all races, ethnicities, religions, economic statuses, gender identities, sexual orientations, (dis)abilities, and ZIP codes.

### Purpose

Ensure that every student in the state of Minnesota receives an equitable education and has equal access to learning and instruction during the COVID-19 pandemic.

### Safe Learning Plan Goals

1. Prioritize the safety of students and staff
2. Prioritize in-person learning, especially for younger learners
3. Consider infectiousness and transmission risk among different ages
4. Support planning, while permitting flexibility for districts
5. Take into account disease prevalence at a local level

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## Letter from Governor Tim Walz



Minnesotans,

While our state continues to combat COVID-19, we know Minnesotans have conflicting feelings about the upcoming school year. Some families are afraid for the safety of our students, school staff, and the families they go home to. Others are eager to get teachers and children back into the classroom, where our kids learn best. Many more feel a mixture of both. As a former teacher for more than 20 years and the parent of a child in public school, I am committed to providing the best education to our students while keeping them and their teachers safe.

I followed three principles as I worked with the Departments of Education and Health on a plan for the 2020-21 school year. First, our top priority was the safety, health, and well-being of students, staff, and families. Second, we continue to make data-driven decisions, leaning on science and research to make the best decisions for our state. And finally, we would respect the importance of local school districts, their expertise of their unique communities, and their commitment to making the best decisions for their students.

That is why we are taking a localized, data-driven approach to the 2020-21 school year that will put student and staff safety first. By bringing together the local education leaders who know their students, staff, and communities the best, and the public health experts who know the virus the best, this plan will help determine a learning model that makes the most sense for each community.

School districts and charter schools will begin in one of three models: in-person, distance learning, or a hybrid model. Experts at the Departments of Health and Education will partner with local school districts and charter schools to help determine which learning model they should use to start the school year. While there are many factors to take into consideration before opening our schools, the decision-making process will center on local data indicating the prevalence of COVID-19 in the surrounding county.

Throughout the school year, we will need to be flexible and adapt with the fluid nature of this pandemic. The Departments of Education and Health will work with school districts and local health professionals to consistently track the virus to determine if and when a school may need to adjust their learning plan. School districts and charter schools will be required to ensure all families have the option to choose distance learning for their student, no matter where they live. Teachers and staff will be given similar flexibility.

And the state will provide more than \$430 million to support help schools, educators, students, and families through this uncertain time. We will provide face coverings for every student, educator, and staff member. We will fund a comprehensive testing plan for educators and staff, and we will help cover costs for cleaning supplies, technology needs, Wi-Fi access, and mental health support.

School districts and public health officials have a lot of important work to do, but the ultimate success of this process isn't just up to them. It's also in the hands of each and every Minnesotan. Our schools reflect their surrounding communities. For this to work, we need Minnesotans to come together to slow the spread of COVID-19. We need everyone to do their part to help get our kids and our teachers back in the classroom safely.

Stay safe,

A handwritten signature in black ink that reads "T. Walz".

Governor Tim Walz

# Overview: Localized, Data-driven Approach to the 2020-21 School Year

Governor Walz's [Executive Order 20-82](#) states that all Minnesota public schools must adhere to parameters determined by MDH in implementing or shifting between the three learning models laid out in the 2020-21 school year planning guidance: in-person learning, hybrid learning and distance learning.

To begin the 2020-21 school year, MDH has developed parameters using county public health data to support the determination of learning models for each school district and charter school. These parameters are detailed in the [Safe Learning Model Guidance](#) section of this document. In order to be responsive to the ever-changing public health situation throughout the state, MDH will update this plan as needed.

If a school district or charter school chooses to dial back to a more restrictive learning model than what is required by the Safe Learning Model Guidance, it must notify the education commissioner through the Learning Model Portal within 24 hours of beginning the new learning model. This portal is in development.

If a school district or charter school is considering dialing forward to a less restrictive learning model than what is required under the Safe Learning Model Guidance, it must consult with local public health officials, MDH and MDE through the [Regional Support Teams](#).

Pursuant to [Minnesota Statutes, section 12.21, subdivision 3\(11\)](#), the education commissioner is authorized to order a school district or charter school to dial back to a more restrictive learning model if the commissioner, in consultation with MDH and the school district or charter school, determines the learning model being utilized by the district or charter school is no longer safe. More restrictive models of instruction may be necessary for individual classrooms within a school based on household exposure.

As explained in [MDE's 2020-21 School Year Planning Guidance](#), regardless of learning model, all school districts and charter schools must offer an equitable distance learning option to all families who choose not to attend in-person learning due to medical risks or any other safety concerns. Families are not required to provide documentation of risks.

## Public Health Guidelines

As school districts and charter schools implement in-person learning, hybrid learning and distance learning throughout the 2020-21 school year, they must continue to ensure they are adhering to the requirements and recommendations outlined in [MDH's 2020-21 Planning Guide for Schools](#), which provides guidance in the following areas:

- Social distancing and minimizing exposure
- Face coverings
- Protecting vulnerable populations
- Hygiene practices
- Cleaning and materials handling
- Monitoring for illness
- Handling suspected or confirmed COVID-19 cases
- Water and ventilation systems
- Transportation guidance
- Supporting mental health and wellbeing

## Safe Learning Model Guidance

This section outlines localized determinations of the safest learning models for the start of the 2020-21 school year, as well as some of the critical questions and factors that school districts and charter schools, in consultation with local public health officials, MDH, and MDE, must consider when making the decision to select or transition to another learning model based on the impact of COVID-19 in their community. [See Appendix A for a list of key terms.](#)

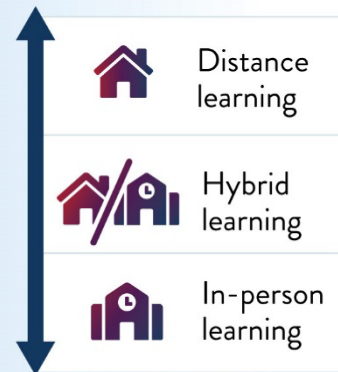
## Determining a Safe Learning Model at the Start of the School Year

Communities across Minnesota are experiencing the impact of COVID-19 in different ways. While some areas of the state have seen significant outbreaks, other communities have experienced steady or relatively low numbers of new cases. While there are many factors to take into consideration when determining an appropriate learning model for school opening, the decision-making process should first center on local data indicating the level of viral activity in the surrounding community. School districts and charter schools are encouraged to use the following process in assessing and determining an appropriate learning model for school opening:

### How do schools determine their safe learning model?

- STEP 1** Minnesota Department of Health (MDH) will use data from counties to determine a base learning model for public schools.
- STEP 2** Minnesota Department of Education (MDE) will share county data and the consultative process for public schools to engage with education and public health experts to review their county health data and safe learning plans.
- STEP 3** Public schools, with their incident command team, will evaluate their ability to implement required and recommended health best practices.
- STEP 4** Public schools, in consultation with public health, will determine a learning model to begin the school year and communicate that decision with their school community.\*
- STEP 5** Public schools and MDH will monitor the community and school-level impact of COVID-19 on a regular basis. Adjustments will be made to the learning model if needed.

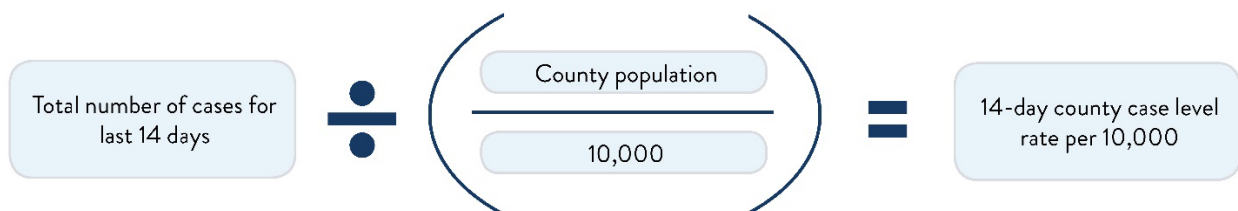
### Safe learning models:



\* Regardless of learning model, all public schools must offer an equitable distance learning option to all families.

### 1. Consult the MDH learning model selection parameters as indicated by county-level data to determine the base learning model.

In order to determine the base learning model, school districts and charter schools will be advised of the [bi-weekly case rate \(over 14 days\) by county of residence](#). These data are the number of cases by county of residence in Minnesota over 14 days per 10,000 people by date of specimen collection (when a person was tested). While any increase in case incidence represents greater potential risk, schools may consider a bi-weekly case rate of 10 or more cases per 10,000 to be an elevated risk of disease transmission within the local community, especially when the level of cases per week is sustained or increasing over time.



## Learning Model Parameters

Number of cases per 10,000 over 14 days, by county of residence	Learning Model
0-9	In-person learning for all students
10-19	In-person learning for elementary students; hybrid learning for secondary students
20-29	Hybrid learning for all students
30-49	Hybrid learning for elementary students; distance learning for secondary students
50+	Distance learning for all students

A school district or charter school whose enrollment includes a large proportion of students from an adjacent county should use data from the county with the highest bi-weekly case rate to inform the recommended learning model. It is also important to take into account any notable increases or decreases in county-level case data to inform decision-making. For example, a school district or charter school whose most recent bi-weekly county-level data is 28 cases per 10,000 over 14 days would be recommended to operate a hybrid learning model for all students; however, if the case count has increased each week for the last month, a school may consider whether it is more appropriate to operate using a model which has fewer students learning in-person.

The learning model determination may not be the same for all grades. The research has shown much more limited transmission of COVID-19 in younger children. This combined with understanding that distance learning is more difficult with younger learners and creates a more significant burden on families, should lead districts and schools to always consider ways to keep elementary students in-person where it is safe and possible.

Note: Districts and charters may have already decided to be more restrictive in their learning model prior to the consultative process and may choose to engage with a consultant to confirm or modify their plan.

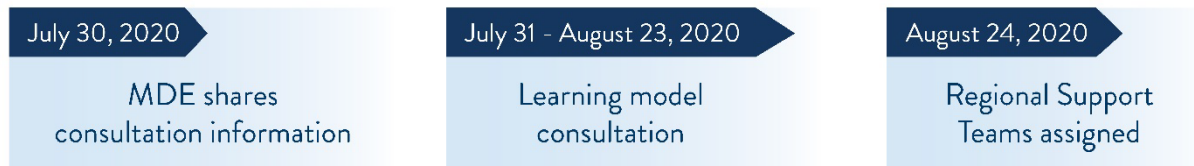
### ***2. Consult with health officials as needed to examine the local epidemiology behind county-level data to assess whether increases or higher numbers of cases are likely the result of isolated outbreaks or whether they may be indicative of more widespread community transmission.***

Local information about outbreaks, community spread, and the groups of people becoming ill at the highest rate are also useful components in understanding how COVID-19 is impacting the community. In some cases, high county-level case rates may be the result of a known, isolated outbreak in a specific local employer or workplace that may be unlikely to impact the school setting. However, the high county-level case rates may also be indicative of more widespread community transmission as the result of larger exposures. It is important for school districts and charter schools, particularly those who would like to discuss operating a different learning model than the model determined based on the defined parameters to consult with health officials when they have questions about the local epidemiology of COVID-19 in their community.

Note: Districts and charters may have already decided to be more restrictive in their learning model prior to the consultative process and may choose to engage with a consultant to confirm or modify their plan.

On July 30, 2020, superintendents and charter leaders will receive an email from MDE with contact information and directions about how to schedule a consultation to support their learning model determination.

Superintendents and charter school leaders may also choose to consult with local public health officials regarding their learning model determinations.



Beginning August 24, school districts and charter schools will work with their [Regional Support Teams](#) to support implementation and ongoing evaluation of their learning model.

### **3. Evaluate the ability to implement required and recommended health best practices to inform decision-making at the school or district level.**

It is important for school districts and charter schools to account for their level of preparedness and capacity to implement the required and recommended mitigation strategies outlined in MDH’s [2020-21 Planning Guide for Schools](#). All schools must implement the required health practices, which are considered the minimum level of implementation from which schools may not be less restrictive. As part of the learning model determination process, school districts and charter schools should carefully assess their preparations to ensure all required health practices are addressed to confirm they are prepared to operate with students learning in-person, regardless of whether they plan to operate a full in-person or hybrid learning model.

Two light blue rounded rectangular boxes with dark blue headers. The left box is titled 'Required for In-Person and Hybrid Learning' and contains a list of nine items, each with a white square checkbox. The right box is titled 'Required for Hybrid Learning' and contains a list of four items, each with a white square checkbox.

Required for In-Person and Hybrid Learning	Required for Hybrid Learning
<input type="checkbox"/> Masking Policy	<input type="checkbox"/> Social distancing of 6 feet at all times in school buildings
<input type="checkbox"/> PPE for direct support student services	<input type="checkbox"/> School facilities at 50% capacity
<input type="checkbox"/> Build routines of hygiene education & practices	<input type="checkbox"/> Transportation at 50% capacity
<input type="checkbox"/> Daily cleaning and frequent cleaning of high touch surfaces throughout the day	<input type="checkbox"/> Sufficient staffing levels to meet the requirements of the model
<input type="checkbox"/> Building level COVID-19 program coordinator, with optional student counterpart	
<input type="checkbox"/> Limiting nonessential visitors/volunteers/external groups	
<input type="checkbox"/> Discontinue large gatherings/activities that do not allow for social distancing	
<input type="checkbox"/> Monitoring and excluding for illness	

If a school district or charter school determines they are not able to successfully implement the required health practices for in-person or hybrid learning, they should implement distance learning for all students.

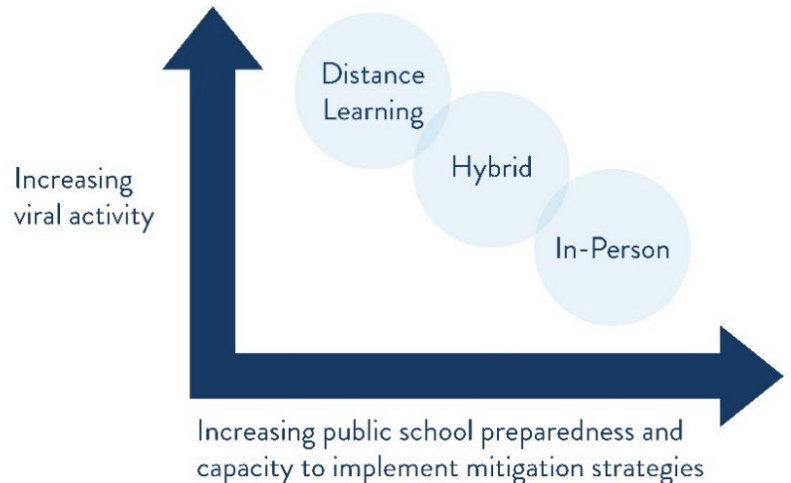
#### 4. Determine the learning model to begin the school year.

After completing a thorough review of the base learning model in the context of the local epidemiology of COVID-19 and assessing preparedness to implement all required health practices, school districts and charter schools must make a determination of the learning model to begin the school year for each school. In making this determination, school districts and charter schools should use their current incident command team or advisory council consisting of school board members, bargaining units, staff, students and families. The learning model must be reported to MDE before implementation. The model and plan must be posted on the school district or charter school website, along with contingency plans for the other learning model scenarios. See the [Communicating Plans with Students and Families](#) section of this document.

Note: All school districts and charter schools must offer an equitable distance learning model to all families who choose not to attend in-person learning (whether as part of an in-person learning model or hybrid learning model) due to medical risks or other safety concerns. Families are not required to provide documentation of risks.

#### 5. Monitor the community and school-level impact of COVID-19 on a regular basis in consultation with public health to determine if adjustments are needed.

After the initial selection of a learning model for school opening, the decision to shift to an alternative learning model should center on the impact of COVID-19 at the school level, while maintaining awareness of changes in viral activity in the community through continued review of the bi-weekly county-level case data ([described under #1 above](#)). School districts and charter schools considering making a change in their learning model for a school or entire district must do so first and foremost in the interest of safety for school staff and students. It is also important to respect the impact a shift in learning model will have on the school community; making a change requires significant coordination and communication even when well thought-out plans are in place, and therefore any recommendation or decision to change learning models should not be taken lightly. With this in mind, school districts and charter schools may consider the general framework below to guide their decision-making.



As viral activity increases within a community or school (e.g., when there are increasing numbers of cases over a short period of time or clusters of cases are identified), the need to adjust to a learning model that reduces the number of people in a school building and requires more stringent mitigation strategies also increases. By contrast, schools utilizing a distance or hybrid learning model that experience a declining level of viral activity in the school and/or surrounding community as indicated by county-level case data may consider cautiously shifting their learning models to increase the number of students learning in-person.

If a school district or charter school chooses to dial back to a more restrictive learning model than what is required by the Safe Learning Model Guidance, it must notify the education commissioner through the Learning Model Portal within 24 hours of beginning the new learning model.

If a school district or charter school is considering dialing forward to a less restrictive learning model than what is required under the Safe Learning Model Guidance, it must consult with local public health officials, MDH and MDE through the [Regional Support Teams](#).

In making these determinations, school districts and charter schools should use their current incident command team or advisory council consisting of school board members, bargaining units, staff, students and families. If the learning model changes, this must be updated on the school district or charter school website, along with contingency plans for the other learning model scenarios. See [Communicating Plans with Students and Families](#) section of this document.

**The education commissioner retains statutory authority to order the transition from in-person instruction to a distance learning model if it is determined—after consultation with MDH—that in-person instruction is no longer safe due to concerns related to COVID-19.**

## Planning Scenarios for Moving Between Learning Models

It is not possible to account for every scenario that schools may encounter over the course of a school year. The scope and duration of transitions between learning models will depend on many factors and will be made using the most up-to-date information about COVID-19 and the specific cases in the community during the consultative process. Included below are brief narrative descriptions of the general assumptions that would support each learning model, including the impact on the school community, staffing, the ability to trace and isolate close contacts, testing capacity, extracurricular activities, and staffing levels. The narratives are accompanied by planning scenarios, which can help inform a decision to shift between learning models.

**These learning models apply to each individual school and recommendations based on health parameters vary by grade. This is because the risk of COVID-19 transmission is lower for younger students and public health strategies like consistent groupings or cohorting commonly practiced in elementary schools are demonstrated to mitigate and prevent transmission. Further, in-person learning is more critical at younger ages due to child development.**

### *Scenario 1: In-person learning for all students*

Previously issued planning requirements and recommendations for Scenario 1 assume that minimal to moderate community spread is occurring, but the impact on the school community in terms of confirmed cases among students and staff is relatively small. Sporadic cases may be occurring, but in general each confirmed case can be traced to a likely source of exposure and where all or most close contacts can be identified and excluded in the school setting. Staffing is assumed to be sufficient to continue in-person instruction. This planning scenario also assumes that contact tracing can be completed quickly and that all or most close contacts can be notified and excluded within 24 hours of being notified of the confirmed case. Most extracurricular activities may be held, provided they follow current public health guidance.

#### **What situations under Scenario 1 may not necessitate a transition to a hybrid or distance learning model?**

- Single, standalone cases are confirmed but close contacts in the school setting can be quickly identified and are limited to individual classrooms or areas in the school. In this case, temporary distance learning could be implemented for the affected classroom(s) and space(s) rather than shifting the learning model for the entire school or school community.
- Multiple cases are identified, but can be linked to a specific classroom or individual activity with minimal impact or exposures to other classrooms/activities in the school setting. All close contacts can be quickly identified and are limited to individual classrooms and/or activities. In this case, temporary distance learning could be implemented for the affected classrooms rather than shifting the learning model for the entire school or school community.

- Multiple cases are identified, but are linked to a clear alternative exposure that is unrelated to the school setting and unlikely to be a source of exposure for the larger school community.
  - For example, social or household clusters where multiple people who attend the same school have become ill as a result of the social or household exposure.

### ***Scenario 2: Hybrid model with strict social distancing and capacity limits***

Previously issued planning requirements and recommendations outlined for Scenario 2 assume that moderate to substantial community spread is occurring, and there may be a higher degree of impact on the school community with multiple confirmed cases among students and staff. There may be higher numbers of confirmed cases over shorter periods of time, and/or clusters of cases identified within classrooms or the school community generally, however all or most close contacts can still be identified and excluded in the school setting. Staffing is assumed to be sufficient to continue in-person instruction, but measures including overall capacity limits are needed to allow for strict social distancing that further mitigates the risk of transmission. Testing capacity is generally assumed to be high enough that symptomatic individuals can access testing as needed from local clinics and asymptomatic school staff and educators who are close contacts are prioritized in state testing guidance. Coursework and extracurricular activities with higher risk for transmission are modified to reduce risk or discontinued.

#### **What situations may necessitate a transition to a hybrid learning model?**

- The number of students and school staff who are absent or who are sent home with influenza or COVID-19-like illness reaches approximately 5% of the total number of students and staff in a school within a single week.
- A significant community outbreak is occurring or has recently occurred (e.g., large community event or large local employer) that has the potential to impact staff, students, and families served by the school community but has not yet resulted in increased cases within the school setting.
  - Outbreaks in the community occurring in a setting that does not have a strong connection to the school (e.g., long-term care facility, local religious institution or correctional facility) are unlikely to result in a recommendation to shift to a hybrid learning model.

### ***Scenario 3: Distance learning only***

Previously issued planning requirements and recommendations outlined for Scenario 3 assume that substantial, uncontrolled community spread is occurring and/or there is a significant degree of impact on the school community with multiple confirmed cases or large scale outbreaks occurring among students and staff. This planning scenario also accounts for situations where staffing may be impacted to the degree that a school is not able to offer in-person instruction. Extracurricular activities are discontinued. In general, implementation of a distance learning model should occur for a minimum of one incubation period (two weeks) when there is evidence of substantial, uncontrolled community transmission or significant levels of illness in the school setting.

#### **What situations may necessitate a transition to a distance learning only model?**

- A distance learning only model could be considered for short periods of time if confirmed cases are identified but contact tracing and notification of close contacts in the school setting cannot be completed within 24 to 36 hours. This short-term use of distance learning may allow schools to coordinate with local and state health officials to complete contact tracing and develop a clearer picture of the COVID-19 situation impacting the school while supporting continuity in learning.
- Multiple cases are identified within a short time period (e.g., several cases in one week or within a 14-day time period) that occur across multiple classrooms or activities and a clear connection between cases or to a suspected or confirmed case of COVID-19 cannot be easily identified.

- A significant community outbreak is occurring or has recently occurred (e.g., large event or large local employer) and is impacting multiple staff, students, and families served by the school community.
- Substantial, uncontrolled community transmission is occurring at the county-, regional-, or state level, and there are multiple confirmed cases of COVID-19 among students and/or staff.

**Considerations for moving back to hybrid or in-person learning after a distance learning period**

- After implementing a distance learning model due to high levels of viral transmission in the school or local geographic community, districts or schools should wait a minimum of two to three weeks before bringing any students back for in-person or hybrid learning. This timeframe is sufficient that most people in the school community who will develop symptoms of illness could be identified and self-quarantine, as appropriate.
- During the period of distance learning, a school district or charter school should consult with local public health officials, MDH and MDE if it is considering dialing forward to hybrid or in-person learning. This process will ensure that districts and schools are working with health officials to assess the level of viral activity occurring within the local community, as well as the impact on the school community in order to determine whether the situation has improved to the point that hybrid or in-person learning may be appropriate.
- A school may consider using a hybrid learning model after a distance learning period was required due to high levels of viral transmission in the school or local geographic community. The hybrid model could be used as a bridge to safely move back toward the model of in-person learning for all students. For example, a school could operate using a hybrid learning model for 2 incubation periods (28 days) and carefully monitor for any additional clusters of confirmed cases of COVID-19 before transitioning back to a full in-person learning model.

## Regional Support Teams

The Regional Support Teams are a partnership between MDE, MDH, regional service cooperatives and local public health to support school districts and charter schools in navigating the impacts of the COVID-19 pandemic on the 2020-21 school year.

Beginning August 24, school districts and charter schools will work with Regional Support Teams to consult regarding implementation and ongoing evaluation of their learning model.

In the interim, on July 30, 2020, superintendents and charter leaders will receive an email from MDE with contact information and directions about how to schedule a consultation to support their learning model determination.

Superintendents and charter school leaders may also choose to consult with local public health officials regarding their learning model determinations.

### Team Structure

Regional Support Teams are structured in a way that allows efficient communication from the school and district level to the state level in the event of a confirmed case of COVID-19 in a school building.

As shown in the graphic on this page, the first step in this process is for a superintendent or charter school leader to contact their assigned service cooperative lead. The lead will then contact MDH and/or local public health officials to begin the response process, who will notify the Regional Support Team regarding appropriate next steps.

The Regional Support Teams are made up of rapid response staff, health consultants and testing event planners.



## **Rapid Response**

- State lead to direct and oversee response to districts and schools:
  - Coordination across state supports and regional service cooperatives.
  - Works with State Testing Workgroup, oversees school testing event team.
    - 3-4 school testing staff who help execute events when local communities need support.
- Leads from regional service cooperatives (9):
  - Main point of contact for school districts and charter schools in region.
  - Shares updates and information between school districts/charter schools and MDH, MDE, local public health and other state partners.
  - Supports schools in completing contact tracing surveys.
  - Facilitates connections with local public health, MDH, MDE, and other state partners as needed.

## **Health Consultant**

- MDH epidemiologists, assigned by region and paired with regional service cooperatives and local public health
- Connect with regional supports to help respond to health and epidemiology questions
- Supports state reporting and trends on COVID-19 and implications for schools
- Supports local and state health officials in tracking cases, testing events, and school closures

## **Distribution of Face Coverings**

All students, staff, and other people present in school buildings and district offices or riding on school transportation vehicles are required to wear a face covering. Face coverings are meant to protect other people in case the wearer does not know they are infected. A face shield (a clear plastic barrier that covers the face) allows visibility of facial expressions and lip movements for speech perception and may be used as an alternative to a face covering in certain situations.

Face coverings should not be placed on anyone under age 2, anyone who has trouble breathing or is unconscious, anyone who is incapacitated or otherwise unable to remove the face covering without assistance, or anyone who cannot tolerate a face covering due to a developmental, medical, or behavioral health condition.

Ideally, face coverings should be worn in combination with other infection control measures, including social distancing, but face coverings are especially important in settings where social distancing is difficult to maintain. As the Centers for Disease Control and Prevention (CDC) has explained, face coverings are most effective when they are worn by all individuals in public settings when around others outside of their households because many people infected with COVID-19 do not show symptoms. Consistent with this guidance, Minnesota has strongly recommended widespread use of face coverings since April. On July 22, Governor Walz signed [Executive Order 20-81](#) requiring face coverings in all indoor public spaces in Minnesota, including K-12 school buildings.

Because this is such an important mitigation strategy, we are ensuring all public school students and staff have the face coverings they need for in-person and hybrid learning. The State of Minnesota will provide the following supplies to all public schools:

- Every K-12 student will receive one cloth face covering.
- Every school staff member will receive one cloth face covering.
- Every school will receive three disposable face masks per student.
- Every school will receive face shields for all licensed teachers and 50% of non-licensed staff.

## Responding to Confirmed Cases of COVID-19

When a confirmed case of COVID-19 is identified in a school community, it is important for school districts and charter schools to work closely with local public health and MDH officials through the Regional Support Teams to identify whether the person who is ill was present on school grounds while infectious and whether that resulted in any close contact exposures among students or staff. Because of the potential for asymptomatic and pre-symptomatic transmission of COVID-19, it is important that close contacts of students or staff with COVID-19 are quickly identified, informed of the need to quarantine at home, and encouraged to seek testing even if they are not showing any symptoms. In general, testing of close contacts should not occur until either a person becomes symptomatic OR at least 5 to 7 days have passed since their last exposure to the confirmed case to guard against a false negative test result, which can occur when a person is tested too early in the incubation period. Even if a close contact tests negative, they must remain in quarantine for a full 14 days as some people develop infection at the end of their incubation period. The CDC does not recommend universal testing of all students and staff.

In addition to the identification and notification of close contacts, school districts and charter schools should consider the questions outlined below in consultation with health officials to determine whether additional mitigation strategies are needed to protect the school community.

- **How many cases are there, and are they close in time together, or spread out over several weeks?** Sporadic, single confirmed cases are not necessarily worrisome on their own, especially if students or staff did not attend school while infectious or the potential exposures in the school setting are limited (e.g., few classrooms or activities are impacted). Multiple cases that are identified closer together in time (e.g., within one week) could indicate that a significant unidentified exposure occurred and/or that a higher level of transmission is occurring.
- **Are new cases traceable to the school community or are they likely the result of a different exposure (e.g., household exposure, travel)?** It is concerning to see cases that can be clearly traced back to an exposure within the school setting, as it may be an indication that transmission is occurring between members of the school community. Cases that can be traced back to a different exposure such as a cluster of cases within a household or a likely exposure to a positive case while traveling indicate that attendance in school was not the likely source of illness.
- **Where are the cases occurring, and do they have any common themes?** If cases seem to be concentrated based on a common trait such as a physical location (e.g., confined to one building within a school) or to a specific group within the school (e.g., a cluster of cases among food service workers), it may be possible to narrow down the exposure source and take more specific actions that do not necessarily require a change in the learning model used for the school or school system as a whole. Finding common themes among cases may also aid a school's efforts to modify practices to help prevent similar future exposures.
- **How many close contacts does each case have?** Cases that have limited numbers of close contacts in the school setting (e.g., few classrooms or activities are impacted) are less likely to result in a needed shift between learning models for the whole school. Cases that have many close contacts across multiple classrooms and activities, or potential exposures in common areas or at larger school based gatherings/events where close contacts are not readily identifiable may complicate the ability to identify all or most close contacts, and may have a larger impact on the school community as a whole.
- **Are students, parents, and staff forthcoming about close contacts?** When people are unwilling or unable to disclose their close contacts, it may be difficult to ensure that contact tracing can be effectively completed. When contact tracing cannot be fully completed, it is possible that exposed persons may not exclude for the recommended quarantine period of 14 days and could go on to develop symptoms of illness while in the school setting, thereby resulting in additional exposures.
- **Is there other significant COVID-19 transmission in the surrounding community (e.g., a cluster of cases at a large local employer) that will likely impact families and staff?** For example, in communities that are currently experiencing or have very recently (within the last 14 days) experienced an outbreak in a large local employer or

other setting where the families of many students and/or spouses of many staff work or visit, the nature of the community outbreak may increase the potential for community transmission in the school setting.

- **Are you able to maintain your current learning model based on staffing?** Staffing is a critical component of school operations. When adequate staffing to support an in-person or hybrid learning model cannot be achieved, it may be necessary for schools to transition to an alternative learning model.

## COVID-19 Testing Process

While school communities execute significant strategies to prevent transmission of COVID-19, as long as the virus continues to circulate in our communities, we must be diligent in monitoring and testing. This section is intended to provide an overview for pre-K and K-12 educational institutions to prepare for and execute needed COVID-19 testing for student, staff and other populations associated with their school.

Any school that may need to implement a COVID-19 testing strategy will work directly with their Regional Support Teams, following the process outlined in the [Team Structure](#) section above. This testing strategy provides a framework for schools and the state but can vary based on the setting, number of close contacts, and circumstances. Each situation may look slightly different, and the Regional Support Team will guide school and district leaders through the necessary processes.

Routine universal testing is not recommended in schools. Testing should not be used as an entry or enrollment tool for programs for staff, students, or families.

### ***State Partnership and Strategy***

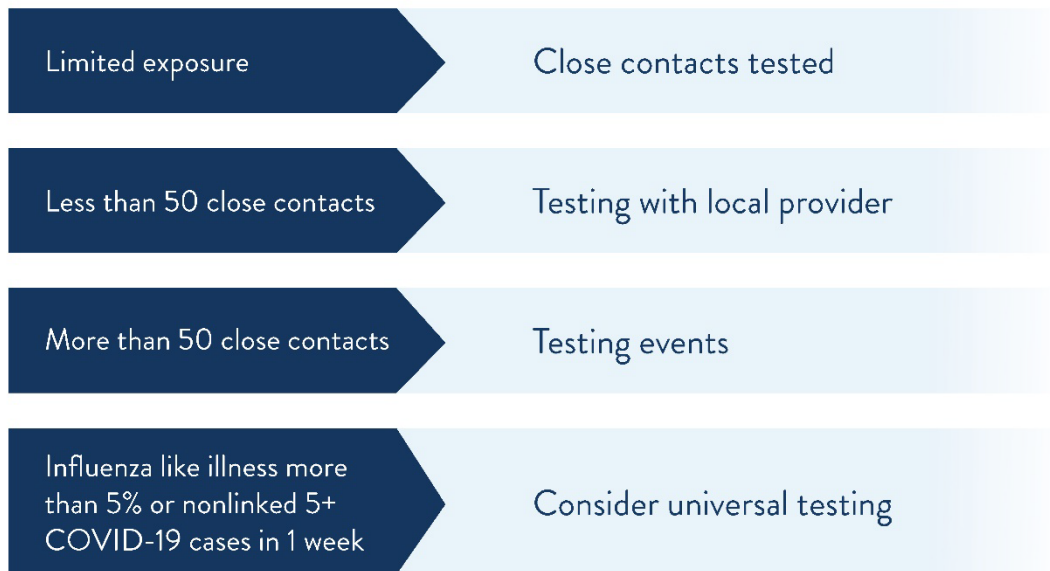
Access to testing and a community's ability to mitigate transmission and respond to COVID-19 exposure is a critical factor in a school or district's ability to provide in-person instruction. As such the state has outlined a series of strategies that will support you.

- **Testing educators and school staff:** The state has a contract with a national saliva testing lab and will work with all insurers to ensure that all educators have access to a COVID-19 test from day one. This is a test that can be conducted at home and utilizes a courier for transport. This ensures that in the case where an educator has close contact with a confirmed case and experiences any challenges getting tested in their community, there is a back-up option.
- **Comprehensive testing strategies:** The Regional Support Teams have a framework and strategy for how to plan for and respond to a potential COVID-19 exposure in our school communities. In all cases, the state has a structure and partnership with districts and charter schools to ensure that there is regular communication and consultation with public health experts. The comprehensive testing strategy includes:
  - State ensures school and settings are prioritized for COVID-19 testing when close contacts have been identified.
  - Regional support teams work with schools to ensure close contacts of an exposure are tested by local providers.
  - Testing events are used when 50+ close contacts and when local communities cannot execute their own testing events, the state Testing Workgroup steps in to execute.
  - School staff and students are prioritized in other available community testing events.

### ***Testing Scenarios and Thresholds***

If a known exposure occurs in a classroom (from staff or students), close contacts will be quarantined at home for 14 days. **Close contacts** are defined as someone who was within 6 feet of an infected person for at least 15 minutes starting from 48 hours before illness onset until the time the patient is isolated testing is recommended for all close contacts of confirmed COVID-19 cases.

Potential scenarios include:



- **Testing is recommended for close contacts** (by regional Support Team):
  - Symptomatic students, children and staff
  - Asymptomatic close contacts - children and staff who are asymptomatic no sooner than 5 to 7 days after known exposure to confirmed case.
- **Testing with local providers:** In classrooms or programs with **less than 50 close contacts** (including children, students and staff) identified, the school community will notify families and they will seek out testing individually through an appointment with their clinic or access a testing site. Educators, school staff, and asymptomatic individuals who have been identified as close contacts of a positive case in schools are a prioritized group in state testing guidance to health care providers. The liaison with MDE and MDH will remain partners with you and want to be notified if these close contacts are not being tested.
  - Here is draft language to use in communication with families: *Please contact your health care provider to see about getting them tested or visit the [Find Testing Locations](#) webpage to find a testing site near you. MDH recommends waiting to be tested until 5 to 7 days after known exposure, which is the optimal time period for the virus to be detected by a test.*
- **Testing event:** Based on the number of close contacts identified, a testing event should be considered if **more than 50 close contacts** (including staff, children, and family community) are identified. Partnering with their regional support team, districts will work with local health providers to execute these events first and bring in other state partners as needed. If local resources are limited and/or state-coordinated response is necessary, the state Testing Workgroup and school testing teams will plan with local communities to execute. If a testing event is indicated, it will not occur until at least 5-7 days after a known exposure.
- **Universal testing:** A universal testing event could be recommended when substantial or ongoing transmission among students and staff is suspected to be occurring. Substantial transmission is defined as a threshold of 5% of total attendees (students and staff) have influenza-like illness or there are 5 or more non-linked laboratory confirmed cases in a single week. Non-linked cases are those that cannot be linked to another case at the school and do not have a clear link to a confirmed case outside of the school. Linked cases include people who are present in the same setting during the same time period (e.g. same classroom, school event, school-based extracurricular activity, or school transportation). As with testing events, if local communities are not able to execute such an event, the state will support the execution.

# Meeting the Needs of Students and Families

## Communicating Plans with Students and Families

School districts and charter schools must electronically post and communicate their contingency in-person learning, hybrid learning, and distance learning plans to students and their families no later than one week before the beginning of their respective 2020-21 school year. School districts and charter schools must make all attempts to provide such communications orally and written in languages spoken in their respective school district or charter school. The contingency plans must address, but not be limited to, communication pathways with students and families, community input on student and family needs, and other outreach opportunities. This is in addition to addressing core instruction, supports for all student groups, nutrition, school-age care, technology needs, and effective delivery of educational models to students in a distance learning or hybrid model setting.

The education commissioner may review whether a school district or charter school's plan adequately addresses technological disparities in access and learning. The commissioner may recommend changes and provide technical assistance to school district and charter school programming to address any such disparities, to assist in meeting the needs of their students, staff, and communities.

For more information, see the "Communication with Students, Families and Staff" section of [MDE's 2020-21 School Year Planning Guidance](#).

## School-age Care

Equitable and affordable school-age child care programs are essential to support working families and provide enrichment and care for students. Over 100,000 students across the state rely on school-based child care programs as their trusted child care provider.

Care for school-aged children, especially those children of workers in critical sectors, will continue to be crucial for frontline workers to continue to confront the pandemic. The state will continue to work with child care providers, school-age programs, schools, and all other child care settings to prioritize this need.

[Executive Order 20-82](#) indicates that a school district or charter school that operates a hybrid or distance learning model "must provide school-aged care for Eligible Children at no cost during the time those children are not receiving instruction in the school building during regular school hours."

This school-age care must be provided for school-age children age 12 and under who are children of critical workers in Tier I of the state critical worker list. Children of Tier I workers only will be cared for at no cost during the typical school hours. For more information about providing school-age care, including the list of Tier I workers, see the "School-age Care Programs in Schools" section of [MDE's 2020-21 School Year Planning Guidance](#).

## Equitable Distance Learning Option

[Executive Order 20-82](#) states that all school districts and charter schools must offer an equitable distance learning model to all families who choose not to attend in-person learning (whether as part of an in-person learning model or hybrid learning model) due to medical risks or other safety concerns. Families are not required to provide documentation of risks.

For more information about ensuring this is available to families, see the "Meeting the Distance Learning Needs of Students" section on page 19 of [MDE's 2020-21 School Year Planning Guidance](#).

## Ensuring Access to Services and Resources

[Executive Order 20-82](#) outlines several areas that must consistently be addressed, even as schools transition through learning models:

- Regardless of learning model, the school district or charter school must continue to provide meals to students during the school day to the extent possible, utilizing all waivers and flexibilities provided by the U.S. Department of Agriculture.
- School districts and charter schools that dial back in-person instruction, in cooperation with state agencies, are directed to support communities disproportionately impacted by distance learning and hybrid learning, including but not limited to, historically under-represented families and families experiencing homelessness. Where appropriate, school districts and charter schools should prioritize providing in-person instruction and services to students from the aforementioned groups. MDE will continue to provide additional guidance to school districts and charter schools about this.
- When providing in-person learning, a school district or charter school will continue to run its early childhood programs pursuant to [MDH public health guidelines](#), including community education programs, and may charge fees on its normal sliding fee scale. A school district and charter school may also continue to provide before and after school care and may charge fees on its normal sliding fee scale. Schools are not required to provide this care during previously scheduled breaks reflected on a school-board approved calendar.
- A school district or charter school that dial back in-person instruction must allow 2020-21 graduating seniors to complete any testing required to attain a state bilingual or multilingual seal under [Minnesota Statutes, section 120.022\(b\), subdivision 1b](#).
- If a school district is providing instruction through a distance learning model, the education commissioner has the authority to expand in-school provision of necessary activities and programming that can be operationalized in compliance with requirements and recommendations outlined in [MDH's 2020-21 Planning Guide for Schools](#). This expansion of in-school activities must be where those services cannot be provided through a distance learning model and those services are needed to access that student's distance learning instruction, provide supports or services schools can safely offer, and create opportunities for meaningful connections between students and teachers.
- MDE, in consultation with MDH, will establish a protocol to allow for home visits by school staff to build and preserve relationships with students and their families for when a school district or charter school is providing instruction through a distance learning model. This should not be interpreted as a requirement or be used to replace services provided by counties or social services.
- School districts and charter schools that dial back in-person instruction are encouraged to allow students to retain any technology provided to them through the remainder of the 2020-21 school year. School districts and charter schools should also continue to provide maintenance for this technology.

## Tribal Consultation

Consistent with Tribal considerations, guidance from MDE, and the federal Every Student Succeeds Act (ESSA), all consultations, collaborations, and partnerships with Tribal Nations, American Indian Parent Committees, and Indigenous Education staff must continue. American Indian Education Aid Program Plans should be considered when creating contingency distance learning and hybrid learning plans.

For more information about Tribal Consultation and serving American Indian students, see [MDE's 2020-21 School Year Planning Guidance](#).

## Funding Supports

Education is a fundamental determinant of health because it cultivates life skills, knowledge and reasoning, social-emotional awareness and control, and community engagement, which serve people well over the course of a lifetime. Schools themselves function as tools and resources for public health intervention by addressing core needs of the safety, health and wellness of students, families and communities.

### Coronavirus Relief Fund (CRF)

The Coronavirus Aid, Relief and Economic Security (CARES) Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that—

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and,
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Funding would be allocated to public schools as follows:

- 60% allocated to schools by ADM (average daily membership)
- 40% allocated to schools by:
  - 40% by ADM
  - 60% by the number of historically underserved students each school supports

MDE will be requesting funding to be allocated to school districts and charter schools in order to:

- Address the **necessary operating costs** associated with bringing children back into the classroom this fall including but not limited to:
  - Daily cleaning supplies and disinfectant sprayers.
  - Screening supplies including no-touch thermometers.
  - Personal protective equipment (PPE) including face coverings.
  - Increased costs for transporting students at limited capacity.
  - Mental health supports.
- Support related **student, family, and educator needs**, including, but not limited to:
  - Digital navigators: training for educators, students, or families on use of technology/digital literacy.
  - Technology devices and internet access.
  - Tutors or mentors to address learning loss: supporting whole school, small group, and individual needs.
  - Translation services.
  - School-age care.
  - Professional development focused on: Academic Response to Intervention (RtI); Social Emotional Learning; competency-based learning; diversity, equity, and inclusion; anti-bias practices.

Funding under this request will be available for eligible expenditures from July 1, 2020 to December 30, 2020.

### Governor's Emergency Education Relief (GEER) fund

GEER provides emergency support through grants to K-12 schools significantly impacted by COVID-19. These grants support the ability of schools to continue to meet the needs of students.

Minnesota received a \$43 million award, and dedicated \$38 million to K-12 support. Based on feedback from the range of communities across the state, we identified two key priorities for which these funds can be used:

- Expanding **technology capacity** to meet student learning needs, with particular attention to increasing broadband access, establishing wireless hotspots and purchasing devices such as laptops or tablets for students.
- Improving student-to-teacher ratios for **summer school programming** to at most six students per teacher.
- Grants to education-related entities providing **wrap-around services for children ages 0-8**.

## Elementary and Secondary School Emergency Relief (ESSER) fund

The core purpose of ESSER is to provide direct money to school districts to support areas impacted by the disruption from COVID-19, which includes both: 1) Continuing to provide educational services while schools are closed, such as remote learning; and 2) Developing and implementing plans for the return to normal operations.

- ESSER funds are divided into two streams: a formula-based allocation and state-directed grants. Districts and charter schools were notified of their eligibility for one or both funding streams.
- The formula-based allocation to districts and charter schools is based on their allocations under Title I, Part A of the Elementary and Secondary Education Act (ESEA). These funds can be used for a wide range of expenses to meet local needs.
- The state-directed grants are used for summer school programming and to support schools that did not receive funding under the Title I allocation model, such as cooperatives.

## References

- [CDC: Interim Guidance for Administrators of US K-12 Schools and Child Care Programs \(www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-schools.html\)](https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-schools.html)
- [CDC: Interim Considerations for K-12 School Administrators for SARS-CoV-2 Testing \(www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-testing.html\)](https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-testing.html)
- [Resolve to Save Lives Weekly Science Report: Reopening schools during the COVID-19 pandemic \(preventepidemics.org/covid19/science/weekly-science-review/june-20-26-2020/\)](https://preventepidemics.org/covid19/science/weekly-science-review/june-20-26-2020/)
- [American Academy of Pediatrics COVID-19 Planning Considerations: Guidance for School Reopening \(services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/\)](https://services.aap.org/en/pages/2019-novel-coronavirus-covid-19-infections/clinical-guidance/covid-19-planning-considerations-return-to-in-person-education-in-schools/)

## Appendix A: Key terms

**Close contact/close contact exposure:** Close contact means someone you were within 6 feet of for more than 15 minutes. In the context of COVID-19, a close contact exposure means that an individual either lives with or was within 6 feet or more of a person with lab-confirmed COVID-19 for 15 minutes or longer while the ill person was infectious.

**Community spread:** Community spread means people have been infected with the virus within a local community, including some people who are not sure how or where they became infected.

**Incubation period:** The time from close contact exposure to development of symptoms. For COVID-19, the incubation period ranges from 2-14 days.

**Isolation:** When someone who is infected (tested positive) with COVID-19 stays away from others, even in their own home. For COVID-19, the minimum isolation period is 10 days.

**Outbreak:** Two or more people with COVID-19 infection are discovered to be linked (e.g., they work in the same office space or attend the same classroom).

**Quarantine:** When someone who was in close contact with someone who has or is suspected to have COVID-19 stays away from others during the viral incubation period.

**Transmission:** When an illness spreads between people.

**No to minimal community transmission:** Individual cases or limited community spread; no evidence of exposure in large communal settings (e.g., schools, workplaces).

**Minimal to moderate community transmission:** Sustained transmission in the community with likelihood of exposure within communal settings (e.g., schools, workplaces) and potential for rapid increase in cases.

**Substantial, controlled community transmission:** High rate of cases that are associated with ongoing community transmission, including communal settings (e.g., schools, workplaces).

**Substantial, uncontrolled community transmission =** Large scale, uncontrolled transmission in the community, including communal settings (e.g., schools, workplaces).

# Data for K-12 Schools: 14-day COVID-19 Case Rate by County

Updated 7/30/2020

This document includes data that can be used by schools in making decisions about their safe learning model. It shows the number of cases by county of residence in Minnesota over 14 days, per 10,000 people by the date of specimen collection (when a person was tested). Any increase in case incidence can represent a greater risk, but schools may consider a 14-day case rate of 10 or more cases per 10,000 to be an elevated risk of disease transmission within the local community, especially when the level of cases per week is sustained or increasing over time.

## Recommended policy options based on 14-day case rate range

Policy Option	Range (14-day case rate per 10,000 people)
In-person learning for all students	0 to less than 10
Elementary in-person, Middle/high school hybrid	10 to less than 20
Both hybrid	20 to less than 30
Elementary hybrid, Middle/high school distance	30 to less than 50
Both distance	50 or more

## 14-day case rate per 10,000 people by date of specimen collection

County Name	5/31 - 6/13	6/7 - 6/20	6/14 - 6/27	6/21 - 7/4	6/28 - 7/11	7/5 - 7/18
Aitkin	1.26	0.63	0.63	1.26	3.16	5.05
Anoka	8.35	7.22	9.50	11.11	12.38	15.54
Becker	2.37	2.37	2.07	1.18	8.29	13.03
Beltrami	1.52	0.87	0.65	3.47	14.31	20.60
Benton	3.02	3.52	4.02	4.53	9.05	13.58
Big Stone	11.96	3.99	0.00	5.98	7.97	5.98
Blue Earth	3.47	15.38	36.64	37.24	30.91	31.66
Brown	0.79	2.38	4.36	5.16	9.52	10.71
Carlton	1.69	0.84	0.56	3.10	4.78	5.06
Carver	3.98	4.58	7.37	12.55	19.32	20.42
Cass	0.00	0.00	0.69	2.76	4.48	5.86
Chippewa	5.83	13.32	14.99	8.33	6.66	6.66
Chisago	3.29	3.11	2.56	2.92	3.47	5.85

County Name	5/31 - 6/13	6/7 - 6/20	6/14 - 6/27	6/21 - 7/4	6/28 - 7/11	7/5 - 7/18
Clay	7.32	6.05	10.03	10.19	10.99	14.97
Clearwater	3.40	3.40	1.13	3.40	7.94	5.67
Cook	1.88	1.88	0.00	0.00	0.00	1.88
Cottonwood	32.54	27.26	16.71	8.79	9.67	14.95
Crow Wing	2.19	1.72	1.72	1.88	3.60	6.11
Dakota	8.32	8.11	10.55	13.13	14.99	16.79
Dodge	2.43	5.83	9.72	9.72	10.20	12.63
Douglas	1.34	1.61	2.69	3.49	8.06	11.29
Faribault	6.48	7.20	17.99	19.43	6.48	8.64
Fillmore	0.00	1.91	3.35	3.35	5.27	9.10
Freeborn	31.45	22.60	15.72	11.14	11.14	11.47
Goodhue	5.41	4.76	4.11	5.19	4.98	4.54
Grant	3.37	0.00	5.05	18.52	40.42	32.00
Hennepin	12.55	10.64	12.11	14.97	17.69	20.93
Houston	1.61	5.36	10.18	6.97	4.29	2.68
Hubbard	0.96	0.00	0.00	1.44	2.88	3.36
Isanti	3.59	3.08	4.11	5.13	5.39	5.13
Itasca	0.88	0.22	1.11	1.11	2.88	9.29
Jackson	7.96	9.95	6.97	1.99	4.98	6.97
Kanabec	0.62	0.62	0.62	0.62	2.50	5.00
Kandiyohi	10.78	7.50	3.28	4.45	9.85	11.72
Kittson	0.00	0.00	2.31	2.31	0.00	2.31
Koochiching	0.00	0.00	3.16	6.33	13.45	25.31
Lac qui Parle	0.00	1.48	1.48	0.00	1.48	2.95
Lake	2.84	3.78	1.89	0.95	4.73	6.62
Lake of the Woods	0.00	0.00	0.00	0.00	0.00	0.00
Le Sueur	2.50	4.65	10.72	15.37	20.37	22.87
Lincoln	0.00	1.75	7.01	7.01	35.04	70.09
Lyon	62.31	46.44	28.64	17.80	23.61	25.54
McLeod	4.19	6.70	7.54	6.42	6.42	6.14
Mahnomen	0.00	0.00	1.82	9.08	12.71	16.35
Marshall	0.00	0.00	0.00	0.00	8.52	11.71
Martin	7.51	4.01	4.51	11.52	10.52	9.02
Meeker	2.17	4.33	3.90	2.17	3.90	6.07
Mille Lacs	2.33	1.55	1.17	1.55	3.11	5.05
Morrison	1.82	1.21	0.91	1.52	3.95	3.95
Mower	91.16	76.01	52.52	33.84	17.68	14.65
Murray	4.79	7.18	9.58	21.55	46.69	53.87
Nicollet	1.18	2.66	12.73	19.54	20.42	18.06
Nobles	28.85	14.65	14.65	18.32	19.69	20.15
Norman	4.57	1.52	3.05	3.05	3.05	9.15
Olmsted	9.87	12.02	15.81	14.76	17.77	18.95
Otter Tail	2.07	1.21	1.55	2.59	6.38	7.93
Pennington	16.92	1.41	0.00	1.41	4.94	6.35
Pine	1.03	0.69	2.06	4.81	3.78	2.75
Pipestone	2.18	1.09	11.98	48.99	76.21	70.77
Polk	1.90	2.85	4.75	3.48	3.80	6.01
Pope	0.00	0.00	0.00	1.82	10.93	16.39

County Name	5/31 - 6/13	6/7 - 6/20	6/14 - 6/27	6/21 - 7/4	6/28 - 7/11	7/5 - 7/18
Ramsey	14.31	12.78	12.24	11.65	13.63	16.51
Red Lake	0.00	0.00	0.00	2.50	4.99	7.49
Redwood	3.91	2.61	2.61	5.22	5.87	4.57
Renville	4.08	6.79	8.83	12.91	8.15	4.76
Rice	31.63	25.09	17.64	14.45	13.23	10.19
Rock	2.12	4.25	4.25	3.19	8.50	18.06
Roseau	1.94	0.65	1.94	8.41	13.58	12.93
St Louis	0.45	1.30	1.95	2.80	4.85	5.50
Scott	5.93	5.93	8.65	13.18	19.39	20.99
Sherburne	2.90	1.93	2.79	5.90	9.76	15.23
Sibley	6.04	5.36	16.09	16.09	10.06	11.40
Stearns	4.72	4.08	11.22	19.58	17.92	13.97
Steele	3.00	7.63	10.63	9.54	11.45	14.45
Stevens	0.00	2.04	3.07	3.07	9.20	8.18
Swift	1.06	1.06	0.00	3.19	23.38	26.56
Todd	18.41	13.09	8.18	2.86	2.05	2.05
Traverse	0.00	0.00	0.00	3.00	11.99	11.99
Wabasha	2.33	3.26	3.72	1.86	6.05	12.09
Wadena	0.00	2.93	3.66	0.73	2.20	4.40
Waseca	4.25	5.85	12.23	13.29	12.23	15.95
Washington	5.37	6.32	8.92	10.74	12.71	14.84
Watsonwan	27.34	71.99	88.40	54.68	51.95	41.01
Wilkin	4.73	12.61	7.88	3.15	4.73	1.58
Winona	1.57	3.34	6.49	6.29	9.24	14.16
Wright	3.77	3.09	4.44	6.86	10.25	12.88
Yellow Medicine	4.05	16.21	19.25	7.09	5.07	11.15

## Number of counties in each range

Date	0 to less than 10	10 to less than 20	20 to less than 30	30 to less than 50	50 or more
6/1 to 6/13	74	6	2	3	2
6/7 to 6/20	72	9	3	1	2
6/14 to 6/27	63	20	1	1	2
6/21 to 7/4	60	22	1	3	1
6/28 to 7/11	51	26	4	4	2
7/5 to 7/18	40	32	9	3	3



# Executive Summary

## Scenario 01: Provide New 60' x 80' Building; Demolish Existing Building

	Scope of Work	Cost	Remarks
1	Earthwork/Site Clearing	\$ 35,000.00	(Remove Trees/Prep Building Pad)
2	Concrete	\$ -	(Grade Beams/Slab <b>Included in Building Cost from Morton</b> )
3	Painting	\$ -	(Will be ordered the correct color)
4	Pre-Engineered Building (New)	\$ 171,301.00	(Morton Building/Overhead Doors/No building Insulation)
5	HVAC	\$ -	(No Plumbing/HVAC)
6	Electrical	\$ 20,000.00	(Lights/Outlets - Estimated based on current knowledge of scope)
7	Demolition	\$ 36,000.00	(Demolish existing building - Estimated)
	<b>Total Cost</b>	<b>\$ 262,301.00</b>	

## Scenario 02: Move Existing 60' x 80' Building

	Scope of Work	Cost	Remarks
1	Earthwork/Site Clearing	\$ 35,000.00	(Remove Trees/Prep Building Pad)
2	Concrete	\$ 42,980.00	(Will need new Grade Beams/Slab/Slab Insulation)
3	Painting	\$ 30,425.00	(Repaint to new District colors)
4	Pre-Engineered Building (Relocate, by District)	\$ 39,000.00	(Only as far as the ERATS site - Pending Updated Price)
5	HVAC	\$ -	(No Plumbing/HVAC)
6	Electrical	\$ 20,000.00	(Lights/Outlets - Estimated based on current knowledge of scope)
7	Demolition	\$ 12,000.00	(Still need to remove the old concrete & utilities - Estimated)
	<b>Total Cost</b>	<b>\$ 167,405.00</b>	

## Scenario 03: Demolish Building; No Replacement Building

	Scope of Work	Cost	Remarks
1	Earthwork/Site Clearing	\$ -	
2	Concrete	\$ -	
3	Painting	\$ -	
4	Pre-Engineered Building (Relocate)	\$ -	
5	HVAC	\$ -	
6	Electrical	\$ -	
7	Demolition	\$ 36,000.00	(Demolish existing building - Estimated)
	<b>Total Cost</b>	<b>\$ 36,000.00</b>	

## Scenario 04: Sell Building; No Replacement Building

	Scope of Work	Cost	Remarks
1	Earthwork/Site Clearing	\$ -	
2	Concrete	\$ -	
3	Painting	\$ -	
4	Pre-Engineered Building (Relocate)	\$ -	
5	HVAC	\$ -	
6	Electrical	\$ -	
7	Demolition	\$ 12,000.00	(Still need to remove the concrete & utilities - Estimated)
8	Revenue	\$ (5,000.00)	(Sell for \$1.00 up to \$10,000 - Estimated)
	<b>Total Cost</b>	<b>\$ 7,000.00</b>	

Note: This work would be contracted directly by the School District(s). No CM markups included.

Note: Additional costs for design, permits, & insurances. Other building amenities not included.



252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

4/13/2020

Kraus Anderson Inc.  
Paul Noll  
3716 Oneota St  
Duluth , MN 55807  
Cell: 2183550067  
Other:

Dear Paul:

Thank you for giving us the opportunity to present you with a proposal for your building project. I will follow up with you within the next few days to answer any questions or concerns you might have.

As your Sales Consultant, I will work closely with you throughout the entire building process to help with financing, site selection, site layout for optimum land usage, site preparation and many issues you may not have considered, such as permits and proper drainage.

Morton Buildings, Inc. is the only building company that is fully integrated from receiving raw materials all the way to handing the keys over to you at the end of construction. This allows us to maintain our high quality, erecting buildings that operate efficiently with minimum maintenance and low costs year after year.

From basic to bold, small to large, and plain to fancy, Morton's buildings are constructed to satisfy almost every customer's needs. We put only the best materials and workmanship into every building and that is why we can confidently back our product with a very strong warranty package. Additionally, we can help guide you to a variety of sources for financing your construction project.

Again, thank you for allowing us to present you with this building proposal. I look forward to helping you make your building dream a reality.

Sincerely,

Wayne Linn  
Sales Consultant  
Wayne.Linn@mortonbuildings.com  
Cell Phone: 218-244-9888

Office Phone: 218-326-1253  
Office Fax: 218-326-1255  
34838 Highway 2  
Grand Rapids, MN 55744-4747

MBNP  
GC License:

BC004862

**MORTON™ BUILDINGS, INC.**Date: 4/13/2020  
Page: 7 of 7

252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

## Building Investment

Total Estimated Project Cost as described including Material, Tax, and Labor\*: **\$171,301.00**

\$51,390.00 Down Payment

\$102,781.00 Due Upon Delivery of Materials

\$17,130.00 Due When Morton Buildings' Scope of Work is Complete

**Note: Includes Foundation Insulation, Concrete, & Doors  
Does NOT include wall/roof insulation**

\* Building Proposal Good for 15 Days from the date specified on cover letter.

If you accept this pricing proposal you must enter into a written building order which contains additional terms and conditions. This proposal is not intended to be a contract for construction.

This proposal contains information which is proprietary and/or are trade secrets and may not be disclosed to third-parties without the express written authorization of Morton Buildings, Inc.



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## Building #1 Specifications

Building Info	Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord	Peak Height	Soffit Height
	306	60'	14'	80'	6'	4/12	0/12	25' 6.5"	14' 5"

306 60'x14'x80' (#1) - Building Use: Commercial - Warehouse

### Foundation

Monolithic slab with thickened edge / Grade Beam (Form 222/223 - Detail #2) (By owner)  
Treated Wood splashboard system, mounted at grade to column.

### Siding

North, West, South, East wall(s) Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with Stainless Steel Screws)

### Wainscot

North, West, South, East with 36" tall Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 wainscot (Fastened with Stainless Steel Screws)

### Protective Liner

North, West, South, East wall(s) with 7/16" thick OSB by approx. 32" tall Protective Liner Protective Liner

### Roof

Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with Stainless Steel Screws) with 160 LF of (4) rows of Aluminum Snow Retainers on South side, lap rib sealant tape

### Overhangs

North, South wall(s) 2' Wide Vented Sidewall Overhang with Standard 6" fascia, Gutters, downspouts with elbows at base  
West, East wall(s) 2' Wide Non Vented Endwall Overhang with Standard 6" fascia

### Walk Doors

- |   |   |  |
|---|---|--|
| 1 | A | 3' x 6'8" MB 910 Plain Flat Leaf Walk Door(s) out-swing right hinge with single cylinder deadbolt, closer, lockset |
| 1 | B | 3' x 6'8" MB 910 Plain Flat Leaf Walk Door(s) out-swing left hinge with single cylinder deadbolt, closer, lockset  |

### Overhead Door Opening

- |   |   |  |
|---|---|--|
| 1 | C | 10'0" x 10'0" Overhead Door Opening, 10' 2" X 10' 1" Panel, OHD/Operator requires 1' 5" Headroom, Available Headroom is 4' 1", See Subcontract Section for Detailed Door Information, a set of 4" x 4" jamb protectors |
| 4 | D | 12'0" x 12'0" Overhead Door Opening, 12' 2" X 12' 1" Panel, OHD/Operator requires 1' 5" Headroom, Available Headroom is 2' 1", See Subcontract Section for Detailed Door Information, a set of 4" x 4" jamb protectors |

### Subcontracts

Install [60]' x [80]' x [6]" thick concrete Mono-Pour Concrete floor & 28" wide x 21" deep reinforced Concrete Footings. Concrete Floor includes #4 rebar @ 24" o.c. each way, with a Smooth Trowel finish & 1-coat of floor sealer and saw cuts as required. The Concrete Floor Also Includes 2"-H.D. Foam Installed Under

Complete Concrete Slab & footings, Including 2"-H.D. Foam 24" down at edge of Footings and 24" out at Footings.

Install 10' 2" X 10' 1" Unknown Raynor Insulated M200C 2" R18.30 Door with 2" Continuous Angled Raynor Heavy Duty Track and hardware, Stucco Panels, Door/Operator requires 1' 5" headroom, Black EPDM rubber bottom seal. Door has front mounted springs. Door operator is a .5 HP CST211 Trolley which includes interior 3 button wall station, single button transmitter, and photo eyes. Door has 1 additional transmitter(s). Door has 1 additional antennae. Available Headroom is 4' 1"

Install (4) 12' 2" X 12' 1" Unknown Raynor Insulated M200C 2" R18.30 Door with 2" Continuous Angled Raynor Heavy Duty Track and hardware, Stucco Panels, Door/Operator requires 1' 5" headroom, Black EPDM rubber bottom seal. Door has front mounted springs. Door operator is a .5 HP CST211 Trolley which includes interior 3 button wall station, single button transmitter, and photo eyes. Door has 1 additional transmitter(s). Door has 1 additional antennae. Available Headroom is 2' 1"

#### **Additional Information**

**INCLUDES 6" REINFORCED CONCRETE MONO-POUR SLAB WITH 28" X 21" FOOTINGS WITH 6-#4 RE-BAR IN FOOTINGS AND #4 RE-BAR 2'-O.C. IN SLAB WITH ONE COAT FLOOR SEALER APPLIED.  
INCLUDES 2' H.D 250# FOAM UNDER SLAB AND AROUND COMPLETE SLAB FOOTINGS.**

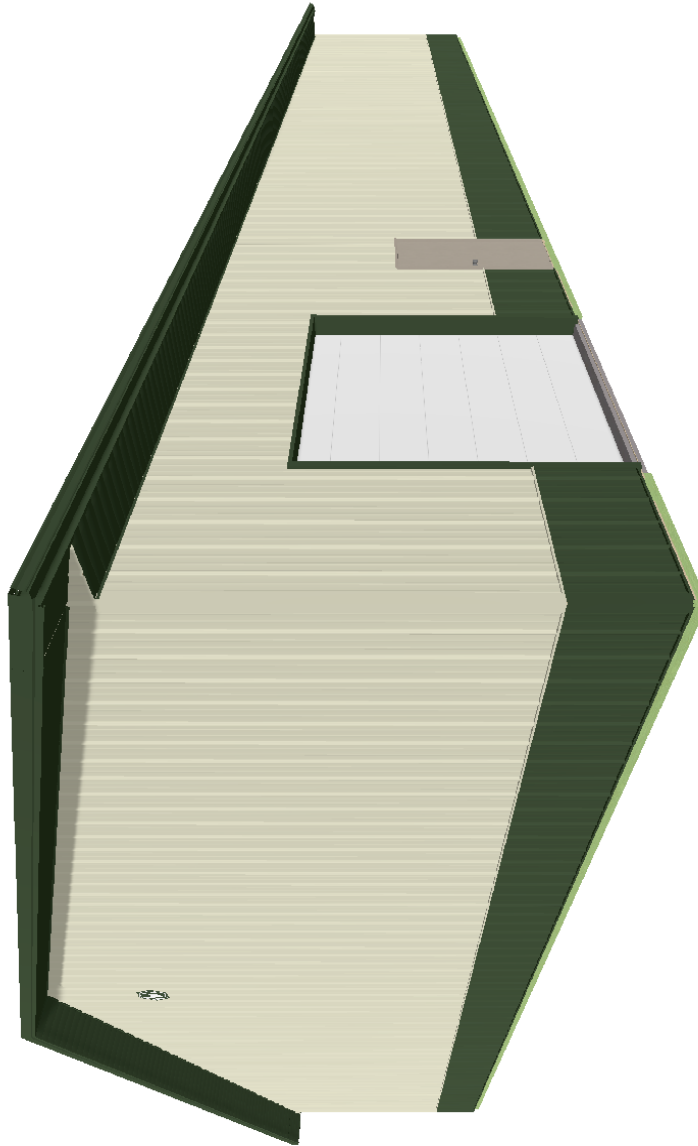
**NO SITE WORK IS INCLUDED.**

**NO ELECTRICAL, PLUMBING, ON HEATING IS INCLUDED.**

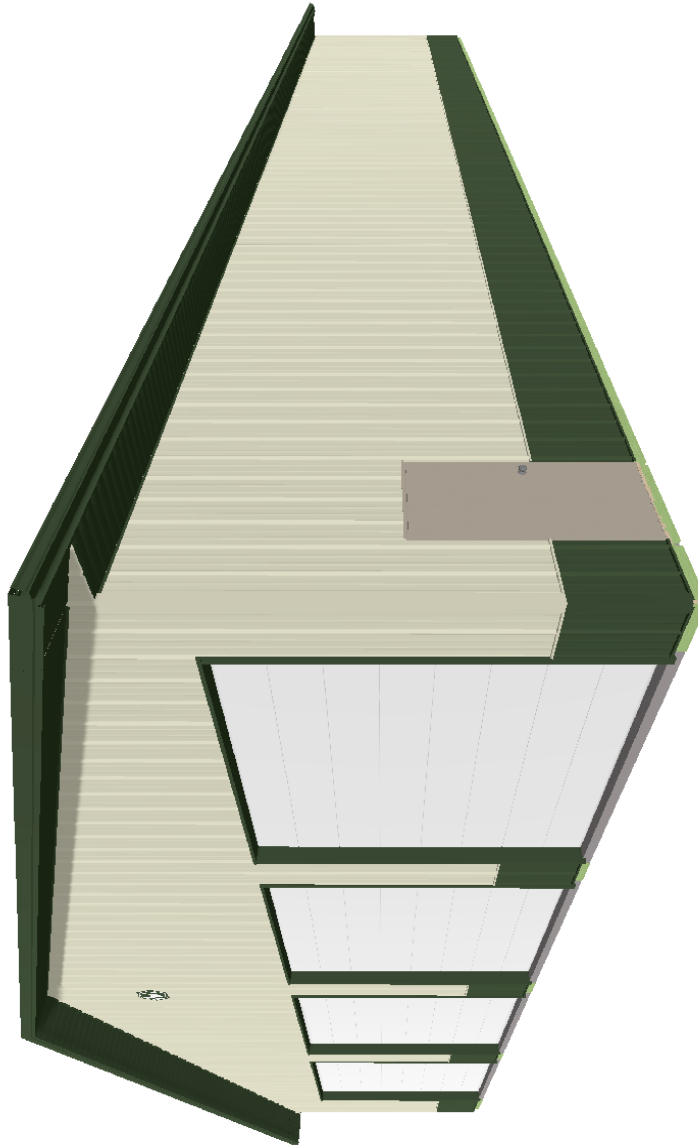


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### 306 60'x14'x80' East and North Walls

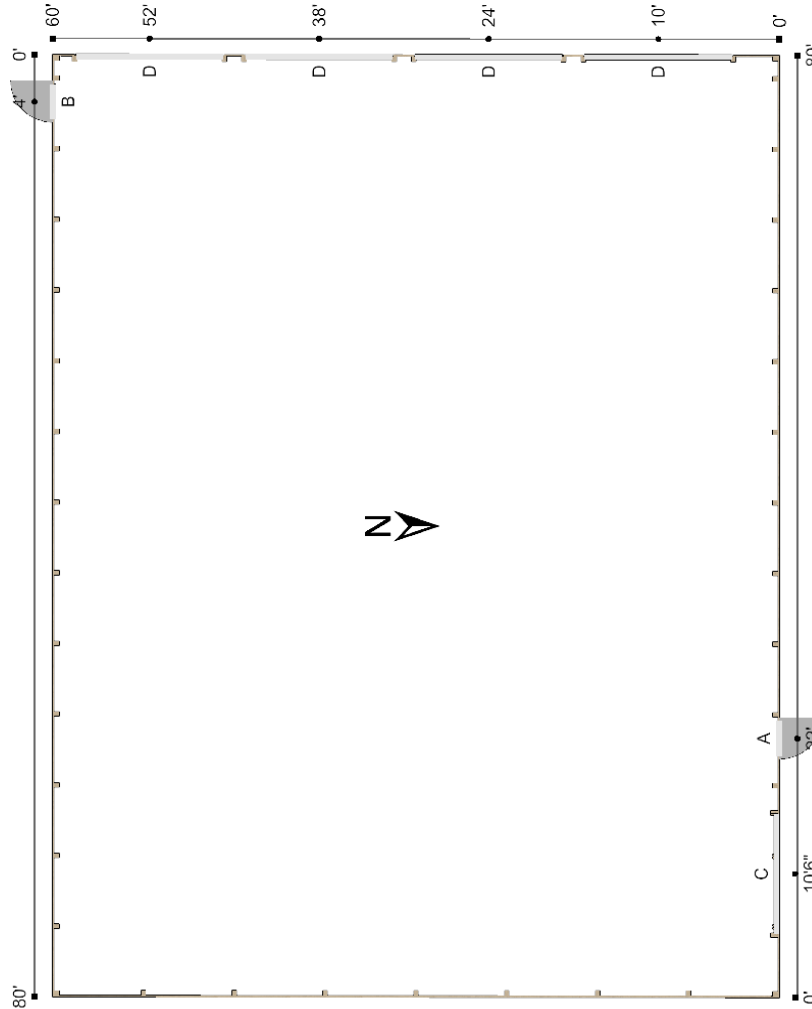


### 306 60'x14'x80' West and South Walls



252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

### 306 60'x14'x80' (#1) Column Plan



Schauer Concrete Inc.

27037 Elm Drive  
Bovey, MN 55709

# Estimate

Date	Estimate #
3/23/2020	1999

Name / Address
Morton Buildings Inc. 34838 Hwy 2 West Grand Rapids MN 55744nhht

			Project
Description	Qty	Cost	Total
60 x 80 mono slab			
mono 21" x 28" with # 4 bar/J bar 280lin ft	280	25.00	7,000.00
digging footing/ mob/ extra materials	1	300.00	300.00
6" slab 4500 lbs concrete/finish floor/ 4800 sq ft	4,800	4.50	21,600.00
250 psi 2" Foam for floor installed material and Labor	4,800	1.50	7,200.00
2" foam 21"own 27" out for frost protection	280	9.00	2,520.00
# 4 rebar 2' oc	4,800	0.70	3,360.00
<del>heating tubes in floor / tubes only</del>	<del>4,800</del>	<del>1.35</del>	<del>6,480.00</del>
pumping truck 2 pours	1	1,000.00	1,000.00
			<hr/>
			Concrete \$33,260
			Insulation \$9,720
			<hr/>
			Concrete + Insulation, No Heating \$42,980
			<hr/>
<b>Total</b>			(Includes In-Floor Heat) <del>\$49,460.00</del>

Phone #
218-259-1220

E-mail
schauerconcrete@yahoo.com



April 10, 2020

Mr. Paul Noll  
Kraus-Anderson  
3716 Oneota Street  
Duluth, MN 55807

Re: **Virginia-Eveleth-Gilbert High School Out Building**  
Eveleth, MN

Dear Paul:

We propose to furnish labor, material and equipment to complete Painting at the above referenced for the sum of **\$30,425.00**.

Work to Include:

- Prime walls, roof, soffit and fascia with (1) coat of Sherwin Williams Macropoxy 646 FC Primer
- Paint walls, roof, soffit and fascia with (1) coat of Sherwin Williams Acrolon 218HS Polyurethane
- Prime and paint (2) man doors and frames with same system as above
- Prime and paint (3) overhead doors and frames with same system as above

Notes:

- Roof, fascia and soffit figured as all one color
- Walls to be two-tone – color 1 as a “wainscot” with color 2 above to soffit
- All roof work to be completed from boom lift

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,

SWANSON & YOUNGDALE, INC.

A handwritten signature in blue ink, appearing to read 'Mark Urick'.

Mark Urick  
jll



## Job Description

**Job Title:** Director of Human Resources and Fundraising and Grants

**Department:** Administration

**FLSA Status:** Exempt

### **General Definition of Work:**

Reporting to the Superintendent, this individual leads the District in recruiting, hiring, training and retaining quality employees to support the mission. The position is designed for the purposes of managing assigned operations in accordance with district policies; providing information to the Board, superintendent, staff and the public; ensuring compliance to established policies, procedures and/or codes; and addressing a variety of administrative needs and processes. Observes teachers and gives feedback and evaluation data to teachers.

In charge of donor-relations and grants for the school district. Secure funds for the organization by managing a caseload of donors, assuring that as many as possible are retained as donors and upgraded in their giving and involvement. The benefits of this position will be the satisfaction of helping donors fulfill their passions and interests through their giving to Rock Ridge Public Schools.

### **Qualification Requirements:**

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

### **Essential Functions:**

Administers a comprehensive human resources program for the purpose of maintaining a well-qualified and diverse employee workforce with adequate staffing. Leads the recruitment and hiring of a workforce at all levels of the organization including substitutes, develops recruitment materials, visits college campuses, arrange for and attends career fairs, trains administrators in recruitment techniques, and plans other recruitment functions. Designs and direct the hiring process for all certificated and/or classified district employees, in cooperation with the administrators/supervisors for the purpose of assuring consistency in the district and ensuring compliance with state and federal law and contractual provisions (i.e. Highly Qualified, endorsement, certification requirements). Develops/revises district policies and procedures for human resources for the school board's consideration, for the

purpose of assuring consistency in the district, and compliance with laws, regulations and collective bargaining agreements. Develops and implements goal areas as defined by the District Strategic Plan. Provides leadership and training in developing staff evaluation procedures. Coordinates performance assessment of all employees, advises supervisors, oversees processes for tracking notification and receipt of evaluation/probation paperwork, works with appropriate personnel in the development/revision of evaluation procedures and related forms. Administers the District's collective bargaining agreements, from negotiations through managing the contract, interpreting contract language, processing grievances and supporting administrators in managing the collective bargaining agreements, for the purpose of assuring high quality staff. Monitors human resource activities of administrators and managers for the purpose of assuring compliance with district's human resources policies and procedures, collective bargaining agreements and laws and regulations. Provides training to District administration for the purpose of ensuring that personnel policies and procedures are understood and implemented fairly and appropriately. Collaborates with the Superintendent and other team members to ensure best practices in Human Resources leadership operations and management. Supervises the preparation and/or complete in an accurate and timely manner state and federal reports for the purpose of compliance. Oversees, supervises, and is accountable for management aspects of the Human Resources department including the evaluation of staff. Advises the Superintendent as a member of the admin team for the purpose of assuring sound and accurate information for decisions. Participates in labor-management meetings and follow-up action based on labor management discussion/meetings, works proactively to resolve issues before they become formal grievances and utilizes problem solving and mediation techniques to bring about resolution where appropriate. Attends professional growth sessions for the purpose of keeping his/her professional human resource knowledge current with changing laws and regulations. Develops and maintains a productive working relationship with collective bargaining groups for the purpose of assuring good employee relationships. Participates in the negotiation process as a member/lead of the district negotiations team, prepares district proposals, drafts contract language, and coordination of staff and meeting times. Work with administrators/Cabinet members on employee relations issues including investigations of alleged misconduct and other personnel issues and either completes investigations and/or oversees outside contracted services as appropriate. Acts as the District Title IX officer and coordinates the Affirmative Action Plan. Acts as the District Compliance Officer and conducts or coordinates investigations into allegations of sexual harassment or other illegal discrimination. Acts as the District Discipline Hearing Officer. Assists in the preparation of a new employee packet of information for personnel. Displays the highest ethical and professional behavior in working with students, parents, school personnel, and outside agencies associated with the school. Supervises various programs or personnel, including building principals as determined by the Superintendent. Protects confidentiality of records and information about staff, and uses discretion when sharing any such information within legal confines. Participates in regional and national human resources organizations. Observes teachers and gives feedback and evaluation data to teachers.

Leads fundraising efforts for the school district. In charge of grant writing activities for the school district. Will create a group of caseload donors. Will create individual goals for each donor based on the donor's history of giving and knowledge of that donor's potential. Will

create a plan for each donor on the caseload that will serve as the foundational communication and marketing plan for that individual. Will execute such plans faithfully and in a timely manner so that individuals on the caseload are retained and upgraded. Will work to secure appropriate project information and create offers, proposals, and asks that will be used with persons on the caseload to secure gifts. Will create monthly reports that accurately reflect caseload activity and performance. Will perform other major-donor activities as required.

**Knowledge, Skills and Abilities:**

Experience with contract management, contract negotiations, and contract interpretation including establishing positive relationships with labor groups required. Knowledge of and experience with applicable laws, regulations, and emerging practices pertaining to assigned responsibilities, including current issues and trends in education and human resource activities. Knowledge of State of Minnesota and federal regulations and policies regarding personnel matters and employment, civil rights, Title IX, student discipline. Knowledge of and experience with supervisory methods and practices in leadership and instructional frameworks. Skills and ability in organization, time management, task prioritization and record keeping. Exemplary skills in written and oral language with the ability to communicate respectfully, clearly and concisely by telephone, in person, and in written form. Skills demonstrating high levels of integrity, commitment, and work ethic. Ability to make effective presentations, produce high quality reports, draft policies and procedures, and product publications. Ability to apply diplomatic techniques in all district-related matters and maintain strict confidentiality in sensitive matters. Ability to analyze and synthesize complex data. Ability to establish and maintain effective working relationships with staff, administration and community in a variety of roles and positions. Ability to work effectively as a team member and as a cabinet-level administrator. Ability to remain calm, flexible, and work effectively under pressure. Ability to use computers and/or electronic equipment to fulfill job functions. Knowledge of fundraising tactics and strategies and ability to implement. Able to approach both smaller and large potential donors. Knowledge of the grant writing process and ability to follow-through and complete the entire grant writing process, for both large and small grants.

Knowledge of and skill in the teacher evaluation process. Able to give relevant feedback to teachers and progressively improve teaching practices. Ability to evaluate teachers on district measurement devices. Knowledge of different forms and types of teacher evaluations. Ability to effectively implement district-selected teachers evaluation system, which includes directly performing teacher evaluations. Works with principals and superintendent to improve the teacher evaluation system.

Ability to qualify donors who represent the highest giving potential for the organization. Ability to create reasonable financial goals for each donor based on their past giving and potential. Ability to create a personal contact and ask plan for each donor that takes into account the individual donor's interests, motivations, giving patterns and ask preferences. Ability to execute the plan for each donor on the caseload, in a timely and cost-effective manner, so that donors can be retained and upgraded. Ability to secure project and organization information and create and write effective offers, proposals, and asks. Ability to secure information that can be sent back to donors to report on how their money was used.

Ability to create timely reports that reflect caseload and performance. Ability to manage people, process, deadlines, and budget while adhering to the policies and procedures of the organization. Ability to get along with peers, subordinates, and management, and maintain a positive and constructive attitude while solving problems.

**Education and Experience:**

College or University Degree required. Experience in educational leadership/administration, human resources, public administration or related field. Minimum three years successful supervisory experience. Teaching experience preferred. Experience in fundraising and grant writing preferred.

**Physical Requirements:**

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, frequently requires speaking or hearing and reaching with hands and arms and occasionally requires standing, walking, using hands to finger, handle or feel, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

**Special Requirements:** Licensure or certification as a Human Resources Director preferred. Minnesota Teaching and Minnesota K-12 Principal licensure preferred.

**Last Revised:** 07/30/2020 (RR)



# ROCK RIDGE PUBLIC SCHOOLS

## Work Agreement for Salary and Benefits for the Director of HR and Fundraising and Grants

Willie Spelts

Work Years August 24, 2020 through June 30, 2021

**Salary for 2020-21:** \$108,501

**Supervisors:** Superintendent

**Days Worked:** 44 Weeks (220 Days)

**Work Day:** Usually 8 hours or as needed to meet the needs of the district.

**Personal Leave:** 2 days per year

**Sick Leave:** 20 days accumulative to a maximum of 135. This includes up to 3 days (to be deducted from sick leave) for bereavement leave for the death of an immediate family member.

**Health Insurance:** BC/BS VEBA plan #835 as chosen by the District.

The District will contribute to the employee's health insurance premiums as follows:

District Premium Contribution:	Single Policy =	95% less \$25/month
	Family Policy =	90% less \$25/month

*Example: (monthly family premium x 90%) - \$25 = District contribution*

The District will contribute to the employee's VEBA savings account as follows:

District VEBA Contribution: 2019-21 school year = 85% of VEBA deductible

VEBA contribution deposits will be made quarterly.

**Dental Insurance:** Shall be the Delta Dental Non-contracted Subgroup 0002 Plan. The District will pay 100% of the premium cost for a single policy or a family policy.

**Life Insurance:** The premium for a \$100,000 Term Life Policy shall be paid by the District.

**Long Term Disability Insurance:** Shall be provided by the District.

**Tax-Sheltered Annuities:** Eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) or 457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The School District will match the Activities Director's payroll deduction up to an amount of \$1,200 annually.

**Health Care Savings Plan:** Contributions based on School District Policy #430.

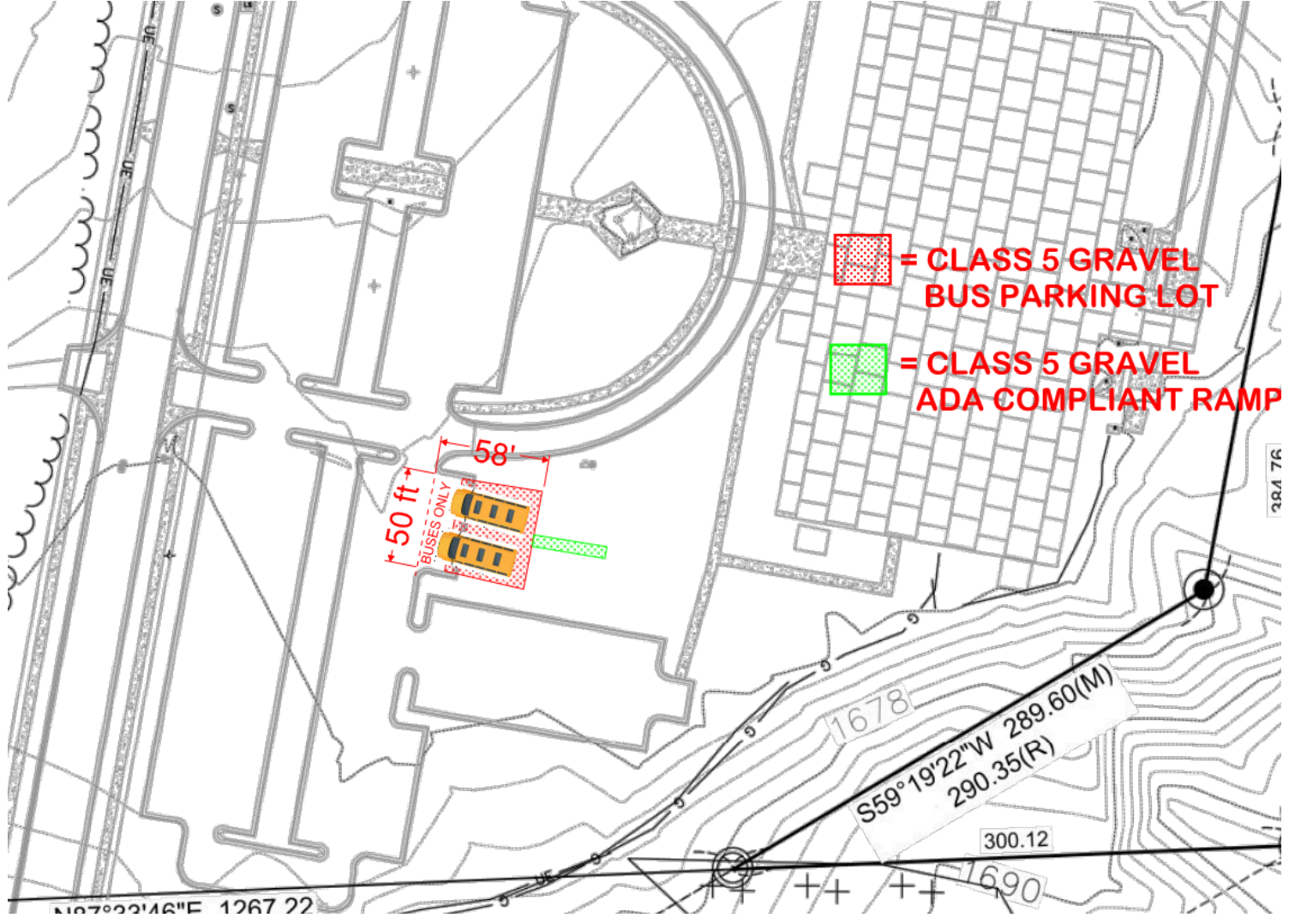
**Dues:** State and Local Activities Dues to be paid by the district as approved by Superintendent.

The purpose of this document is to set forth the wages and benefits for the listed position, it is not intended to serve as an employment contract. The district reserves the right to reduce or eliminate the listed position at any time or to terminate the employee for just cause. Signatures below indicate an understanding and acceptance of the terms of this document.

Signature of Employee \_\_\_\_\_ Date of Employee's Signature \_\_\_\_\_

Signature of Board Chair \_\_\_\_\_ Date of Chair's Signature \_\_\_\_\_

Signature of Board Clerk \_\_\_\_\_ Date of Clerk's Signature \_\_\_\_\_



**= CLASS 5 GRAVEL  
BUS PARKING LOT**

**= CLASS 5 GRAVEL  
ADA COMPLIANT RAMP**

50 ft  
58'  
BUSES ONLY

1678  
S59°19'22"W 289.60(M)  
290.35(R)

N107°22'46"E 1267.22

300.12

1690

300.70

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and between Independent School District No. 2909, Rock Ridge Public Schools (“Rock Ridge”), and East Range Academy of Technology and Science, Minnesota Public Charter School No. 4166 (“ERATS”). Rock Ridge and ERATS shall be referred to individually as “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, Rock Ridge owns property located at 2000 Siegel Blvd., Eveleth MN 55734 (“Property”); and

**WHEREAS**, ERATS had had a leasehold interest in the Property since 2007 and holds a lease that could have existed until 2028, leasing space in a building and bus garage on the Property (“Leased Premises”); and

**WHEREAS**, in early February 2020, the Virginia board voted to proceed with Eminent Domain proceedings against this Leasehold interest; and

**WHEREAS**, in early May 2020, ERATS brought an action in Rock Ridge Court seeking a temporary injunction to prohibit Rock Ridge from removing a bus garage on the Property (Court File No. 69VI-CV-20-236); and

**WHEREAS**, in late May 2020, Rock Ridge filed a Condemnation Petition in Rock Ridge Court to extinguish ERATS’ leasehold interest (Court File No. 69-VI-CV-20-252); and

**WHEREAS**, on July 24, 2020, Rock Ridge Court granted Rock Ridge’s Condemnation Petition and ordered ERATS to vacate the Leased Premises by August 31, 2020; and

**WHEREAS**, ERATS retains the right to appeal Rock Ridge Court’s decision, which would extend the legal proceeding and cause the Parties to incur substantial costs and fees; and

**WHEREAS**, the Parties desire to enter into this Agreement in order to settle all disputes between the Parties because it is in the best interest of students, and to alleviate the costs and expenses of protracted litigation.

### TERMS OF AGREEMENT

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Continued Use of Leased Premises.** Notwithstanding the District Court’s July 24, 2020 Order, ERATS shall be permitted to remain in its Leased Premises for the term of August 1, 2020, through June 30, 2021.

2. **Vacation of Premises on or Before June 30, 2021.** ERATS shall vacate the Leased Premises on or before June 30, 2021, and shall remove all personal property from the Leased Premises on or prior to that date. Any personal property remaining on the Leased Premises after June 30, 2021, shall become property of Rock Ridge, and ERATS does not have to remove or dispose of any furniture and furnishings that were originally Spectrum's property.
3. **Lease Agreement and Modifications.** The Lease Agreement between ERATS and Spectrum Health, with an effective date of July 1, 2014, and its subsequent Addenda, are hereby terminated. The sole terms that shall govern the relationship between the Parties through June 30, 2021, are described herein, as well as in Exhibit A, which is attached to this Agreement.
4. **Payment for Use of Leased Premises.** ERATS shall pay Rock Ridge nineteen-thousand, four hundred seventy-five dollars (\$19,475.00) per month, inclusive of rent and any utility costs, for their continued use of the Leased Premises through June 30, 2021. ERATS shall make payment to Rock Ridge for each month at the beginning of the month, within five (5) days of the start of the month. Pursuant to Minnesota Statutes Section 124E.22(a)(3), ERATS shall not be required to make further payments to Rock Ridge in the event its charter contract is terminated or not renewed.
5. **Payment for Vacation.** Rock Ridge shall pay ERATS a lump-sum payment of two-hundred sixty-thousand and no/100 dollars (\$260,000.00) upon ERATS' full and final vacation of the Leased Premises to cover moving costs and any other expenses ERATS may incur, unless this Agreement is terminated early as outlined in Paragraph 7. Rock Ridge agrees to pay ERATS half of the sum (\$130,000) within 15 days of both parties signing this agreement. The remainder (\$130,000) shall be put in escrow and Rock Ridge shall make this second lump-sum payment to ERATS no more than fifteen (15) days after ERATS fully and finally vacates the Leased Premises. ERATS agrees that in no case shall Rock Ridge be liable for any payments or fees above and beyond this agreed upon amount. The Parties acknowledge and agree that the lump-sum payment made pursuant to this Paragraph is full and final payment for any and all relocation assistance benefits to which ERATS is entitled under Minnesota Statutes Section 117.521 or corresponding federal law. ERATS acknowledges and agrees that this lump-sum payment is full and fair compensation for its moving expenses, as well as any other expenses involved in this matter.
6. **Dismissal of Bus Garage Action.** ERATS agrees to dismiss with prejudice its action seeking a temporary injunction to prohibit Rock Ridge from removing a bus garage on the Leased Premises, Court File No. 69-VI-CV-20-236. ERATS shall take all actions necessary to dismiss said action with prejudice within fifteen (15) days after this Agreement has been signed and agreed upon by both Parties.
7. **Stay and Future Dismissal of Condemnation Action.** The Parties agree to jointly file a Stipulation with Rock Ridge Court informing Rock Ridge Court of the Parties'

Agreement and requesting that Rock Ridge Court indefinitely stay all proceedings in Rock Ridge's condemnation action, Court File No. 69VI-CV-20-252. The Parties shall inform Rock Ridge Court that there is no need for Rock Ridge Court to appoint Commissioners to ascertain the value of ERATS' leasehold interest in the Property. ERATS agrees not to appeal Rock Ridge Court's decision. Rock Ridge agrees to dismiss with prejudice its condemnation action within fifteen (15) days after ERATS fully and finally vacates the Leased Premises.

8. **Use of Bus Garage.** ERATS agrees to remove all personal property and other items from its existing bus garage, which was identified in ERATS' prior Lease Agreement with Spectrum Health and which is located just West of the Leased Premises, by August 7, 2020. As ERATS understands that the land its existing bus garage sits on is very important to the Rock Ridge building project, ERATS' agrees to relinquish all rights to use said bus garage as of August 7, 2020. Rock Ridge has agreed to and is constructing a new bus garage on the Property. Rock Ridge shall permit ERATS' to use that new bus garage to store its buses and personal property upon completion of the new bus garage, which shall occur no later than November 1, 2020. If the new bus garage is not completed by November 1, Rock Ridge shall pay ERATS a penalty of \$500 for each day the new bus garage is not completed. Rock Ridge can choose to pay ERATS a lump sum of \$60,000 instead of the \$500 a day penalty. If Rock Ridge chooses to pay ERATS a lump sum of \$60,000, ERATS will relinquish all rights to additional payments concerning the bus garage and have no legal right to any garage space provided by Rock Ridge. ERATS shall be permitted to use space in the new bus garage in an amount that is proportional to its use of its prior bus garage during the term of this Agreement. No additional rents or utilities will be required related to ERATS' use of the bus garage.
9. **Waiver of Claims.** Each Party agrees to release, discharge, and waive any damages, actions, or claims, known or unknown, against the other Party, its School Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liabilities arising prior to the date this Agreement has been executed by both Parties.
10. **Construction Noise.** The Parties agree and understand that construction on the property surrounding the Leased Premises will continue during the term of this Agreement. ERATS agrees to release, discharge, and waive any potential future claims against Rock Ridge related to Rock Ridge's construction efforts on the Property and the surrounding areas. Specifically, ERATS agrees not to sue Rock Ridge to enjoin Rock Ridge from commencing with construction efforts upon any theory of law, including but not limited to, the right to the quiet enjoyment of the Leased Premises. Rock Ridge agrees to work with its contractors to attempt to limit construction noise during the school day, when possible. Rock Ridge agrees that it will notify contractors that they are required to comply with all applicable safety laws, rules, and regulations, but Rock Ridge shall not be responsible for the actions of its contractors.
11. **Fair Treatment and No Wrongdoing.** The parties acknowledge and affirm that they have been treated fairly by each other and that any statement to the contrary would be

false. This Agreement is made in compromise of disputed claims and is not to be construed as an admission of liability or wrongdoing by or on behalf of either Party, or any other party identified in interest with that Party. Rock Ridge expressly denies all liability and asserts that it has complied with all applicable laws relating to this matter.

12. **Binding Effect.** This Agreement shall be for the benefit of and be binding upon, the Parties hereto, and their successors and assigns.
13. **Voluntary Agreement.** The Parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. Each Party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.
14. **Responsibility for Costs.** Except as provided elsewhere in this Agreement, each Party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement.
15. **Equal Drafting.** In the event any Party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
16. **Notices.** All notices provided pursuant to this Agreement or Exhibit A must be sent by registered or certified mail, return receipt requested, to the following individuals and addresses:

If to Rock Ridge:  
Superintendent Noel Schmidt  
411 South 5th Ave.  
Virginia, MN 55792

If to ERATS:  
Amy Hendrickson, Teacher and School Director  
2000 Siegel Blvd.  
Eveleth MN 55734

17. **Choice of Law; Forum; and Severability.** This Agreement shall be governed by the laws of the State of Minnesota. The Parties agree that Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
18. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties. No Party has relied upon any statements, promises, or representations that are not stated in this Agreement. The terms of this Agreement are contractual and supersede any and all prior agreements between the Parties. No changes to this Agreement will be valid unless they are in writing and signed by both Parties. A copy of this Agreement has the same legal effect as the original.

**By signing below, each party specifically acknowledges that it has reviewed the terms of this Agreement with legal counsel; that it fully understands the terms of this Agreement; and that it knowingly and voluntarily intends to be legally bound by the terms of this Agreement.**

**ISD NO. 2909**

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

**ERATS**

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

RASW: 166880

## EXHIBIT A

### TERMS GOVERNING ERATS' USE OF LEASED PREMISES THROUGH JUNE 30, 2021

1. **Landlord.** Rock Ridge shall serve as ERATS' landlord while ERATS remains a tenant on the Leased Premises.
2. **Leased Premises.** The Leased Premises shall consist of all space in the building which ERATS presently leases and uses, approximately 25,000 square feet of space located on the Property at 2000 Siegel Blvd., Eveleth MN 55734, as well as an amount of space in the newly built bus garage that is proportional to the space occupied by ERATS in the old bus garage. The Leased Premises do not include the old bus garage or shop building identified in ERATS' prior Lease Agreement with Spectrum Health. ERATS shall use the Leased Premises for the sole purpose of operating a charter school.
3. **No renewal or holdover.** ERATS must vacate the Leased premises on or before June 30, 2021. ERATS shall have no right to occupy the premises after that date. ERATS shall have no right to holdover as a tenant on the property after that date.
4. **Compliance with all Laws.** ERATS shall abide by all applicable local, state, and federal ordinance, laws, and regulations governing its use of the Leased Premises, and with any Minnesota Department of Education requirements, or the requirements of ERATS' Authorizer. Violation of any such laws or requirements shall be considered a breach of this Agreement.
5. **Utilities.** Rock Ridge shall furnish water, sewer, electricity, heating and air conditioning, and fresh drinking water for the Leased Premises. Rock Ridge shall not be liable for any loss or damages arising out of Rock Ridge's failure to provide these utility services, unless such losses or damages are attributable to Rock Ridge.
6. **Maintenance.** Rock Ridge shall provide basic maintenance services on the Leased Premises while ERATS remains a tenant on the Leased Premises. Rock Ridge will ensure the Leased Premises remain in good condition and repair by maintaining and repairing walls, finished ceilings, electrical fixtures, and floor coverings, subject to normal wear and tear.
7. **Cleaning.** Rock Ridge shall provide ERATS with garbage bags for use on the Leased Premises. ERATS shall be responsible for cleaning the Leased Premises, and for obtaining any supplies necessary to clean the Leased Premises.
8. **Waiver of Claims.** ERATS agrees to release, discharge, and waive any damages, actions, or claims, known or unknown, against Rock Ridge, its School Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liabilities arising from ERATS' use of the Leased Premises.

9. **Indemnification.** To the extent allowed under Minnesota law, ERATS agrees to hold harmless, indemnify, and defend Rock Ridge, its School Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from and against any and all claims, damages, fines, legal actions, and other liabilities arising from ERATS' use of the Leased Premises, or arising out of the use of the Leased Premises by ERATS' students or other individuals on the Leased Premises.
10. **Insurance.** ERATS shall maintain liability insurance, which shall meet or exceed the thresholds in Minnesota Statutes Chapter 466. Proof of insurance shall be provided to Rock Ridge upon request. ERATS' failure to maintain adequate insurance constitutes grounds for Rock Ridge to require ERATS to immediately vacate the Leased Premises.
11. **Alterations, Improvements, and Signage.** ERATS' shall not be permitted to make any alterations or improvements, except for painting and general floor maintenance, to the Leased Premises without the written consent of Rock Ridge. ERATS shall be permitted to maintain existing signage on the Leased Premises. No additional signage may be added, except with the written consent of Rock Ridge. ERATS must remove all signage from the Leased Premises on or before June 30, 2021.
12. **No Damage or Injury.** ERATS shall not damage or injure the Leased Premises, and agrees to return the Leased Premises to Rock Ridge in a condition that is substantially similar to the condition they were in before this Agreement took effect, reasonable wear and tear excepted. Any damage or injury to the Leased Premises caused by ERATS, its students, employees, or other users of the Leased Premises, shall be repaired by ERATS. ERATS shall make repairs promptly, and in all cases within ten (10) working days after Rock Ridge provides notice that repairs are required. If ERATS fails to make repairs within ten (10) working days, Rock Ridge may make required repairs at the costs and expense of ERATS.
13. **Right of Inspection.** Rock Ridge shall have the right to enter the Leased Premises at reasonable times to inspect the Leased Premises, and to make necessary repairs or improvements. Rock Ridge shall provide ERATS' Executive Director with notice at least 24 hours prior to entry in the event Rock Ridge wishes to enter during school hours.
14. **Force Majeure.** If, due to no fault of the Parties, the Leased Premises are rendered untenable by reason of damage or destruction caused by acts of God or any other cause beyond the Parties' control, Rock Ridge shall not be obligated to repair or rebuild the Leased Premises, and ERATS shall no longer be entitled to use and must vacate the Leased Premises.
15. **Breaches of the Agreement.** The Parties agree to work together during the term of the Agreement, and any concerns regarding the performance of the other Party of its obligations herein shall be addressed through informal discussion and resolution, when possible.

- a. **Rock Ridge's Remedies.** In the event ERATS' fails to abide by the terms specified in the Agreement or in this Exhibit A, Rock Ridge agrees to provide notice of any such breach to ERATS, and a period of thirty (30) days to cure said breach to Rock Ridge's satisfaction. If ERATS fails to cure the breach, Rock Ridge may notify ERATS that it is required to immediately vacate the Leased Premises. Rock Ridge may bring a legal action to enforce this provision and shall be entitled to its costs, expenses, and attorneys' fees for bringing any such action.
  
- b. **ERATS' Remedies.** In the event Rock Ridge fails to abide by the terms specified in the Agreement or in this Exhibit A, ERATS may provide notice of any such breach to Rock Ridge, and a period of thirty (30) days to cure said breach to ERATS' satisfaction. If Rock Ridge fails to cure the breach, ERATS may terminate this Agreement and its Lease upon ten (10) days' written notice to Rock Ridge, and shall have no further liability to pay additional rents after the effective date of the termination.