

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
 NORTH BRANCH AREA EDUCATION CENTER, BOARD ROOM, ROOM C120  
 38705 GRAND AVENUE  
 NORTH BRANCH, MN 55056  
 REGULAR SCHOOL BOARD MEETING  
 AUGUST 8, 2024  
 5:30 PM**

**AGENDA**

- I. Call to Order
- II. Roll Call
  - A. School Board Member Sara Grovender will be attending the meeting remotely at the following location: 1019 Paul Bunyan Drive South, Bemidji, MN 56601
- III. Pledge of Allegiance
- IV. Approval of Agenda
- V. Superintendent’s Report 4
- VI. Removal of Consent Items for Discussion
- VII. Approval of Consent Items
  - A. Minutes of July 8, 2024 OPEB Meeting 10
  - B. Minutes of July 11, 2024 Policy Committee Meeting 11
  - C. Minutes of July 11, 2024 Regular School Board Meeting 12
  - D. Minutes of August 1, 2024 Work Session Meeting 25
  - E. Authorization of Payments, Transfers, and Investment Activity 27
  - F. Personnel
    - 1. Teresa Deal, position eliminated for the 2024 - 25 school year, as Behavior Interventionist at Distance Learning Academy
    - 2. Brenda Hughes, resignation effective August 30, 2024, as Schoolkeeper at North Branch Area Public Schools
    - 3. Michelle Van Eerden, leave request effective approximately September 10, 2024 through September 23, 2024, as Lead Secretary at North Branch Area Middle School.
    - 4. Samantha Guerrette, employment effective July 15, 2024, as Schoolkeeper at North Branch Area Public Schools
    - 5. Jordan Antilla, MEd, Step 3, beginning with the 2024 - 25 school year, as SPED teacher at North Branch Area Middle School
    - 6. Jenifer Berg, MA, Step 4, beginning with the 2024 - 25 school year, as Elementary Teacher at Sunrise River Elementary School
    - 7. Madeline Nelson, BS+45, Step 1, one-year contract for the 2024 - 25 school year, as a Tier 2 license SPED teacher at North Branch Area Education Center
    - 8. Morgane Netzloff, MEd, Step 4, one-year contract for the 2024 - 25 school year, as a Tier 1 license French teacher at North Branch Area High School
    - 9. Danica Porter, MA, Step 2, beginning with the 2024 - 25 school year, as a Science Teacher at North Branch Area High School

- 10. Ramona Wideen, extension of leave request effective July 18, 2024 through July 29, 2024, as Lead Custodian at Sunrise River Elementary School
- 11. 2024 - 25 Extracurricular Fall Coach Positions
  - a. Norm Nagel, Class 2, Step 6, as Head Coach for Cross Country
  - b. Juanita Worthley, Class 4, Step 6, as Assistant Coach for Cross Country
  - c. Josh Kopp, Class 2, Step 7, as Head Coach for Girls Soccer
  - d. Chad Johnson, Class 2, Step 10, as Head Coach for Boys Soccer
  - e. Joel Santjer, Class 3, Step 9, as Head Coach for Girls Tennis
  - f. Kathy Crudo, Class 5, Step 5, as Assistant Coach for Girls Tennis
  - g. Justin Voss, Class 1, Step 7, as Head Coach for Football
  - h. Brent Lundgren, Class 3, Step 10, as Assistant Coach for Football
  - i. Ian McWilliams, Class 3, Step 10, as Assistant Coach for Football
  - j. Kyle Groh, Class 3, Step 3, as Assistant Coach for Football
  - k. Kyle Kahl, Class 3, Step 10, as Assistant Coach for Football
  - l. Andrew Van Eerden, Class 3, Step 1, as Assistant Coach for Football
  - m. Dan Johnson, Class 3, Step 10, as Assistant Coach for Football
  - n. Mike Selbitschka, Class 1, Step 10, as Head Coach for Volleyball
  - o. Tammi Minke, Class 3, Step 10, as Assistant Coach for Volleyball
  - p. Norm Nagel, Class 9, Step 10, as Fitness Center Supervisor (Fall Season)
  - q. Jim Van Eerden, Class 6, Step 10, as Middle School Volleyball Coach
  - r. John Paul Rossini, Volunteer Coach for Girls Tennis
  - s. Larry Davidson, Volunteer Coach for Girls Tennis
  - t. Andy Spofford, Volunteer Coach for Girls Tennis
  - u. Bryant Meyer, Volunteer Coach for Girls Tennis
  - v. Steve Dickhudt, Volunteer Coach for Volleyball
- G. Agreement to Provide School Resource Officer (SRO) Services Between the City of North Branch and Independent School District No. 138 (North Branch) for 2024-25 28
- H. Policies
  - 1. Policy 206-NB - Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations (Review only, No MSBA changes) 42
  - 2. Policy 209-NB - School Board Code of Ethics (Review only, No MSBA changes) 52
  - 3. Policy 210 - Conflict of Interest - School Board Members (Review only, No MSBA changes) 56
  - 4. Policy 213 - School Board Committees (No MSBA changes) 59
- I. Acceptance of Donations 61  
 Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

Therefore, the Superintendent recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School

District No. 138 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

- VIII. **Open Mic:** Open mic is a time for public comment. However, it is not a means to have issues added to this evening's agenda. It is also not a means to discuss specific individuals negatively in public, either by name or position. If you would like district follow up to comments, please leave appropriate contact information on the open mic sign-in sheet. Please limit your comments to three minutes.
- IX. Old Business
- X. New Business
  - A. Contract for Custodians and Groundskeepers 2023 - 2025
- XI. Addendum
- XII. Information
- XIII. Board Requests
- XIV. Committee Reports
- XV. Dates to Remember
  - A. August 8, 2024 at 4:30 PM - Policy Committee Meeting
  - B. August 21, 2024 at 3:30 PM - Negotiations Committee Meeting
  - C. August 21, 2024 at 4:00 PM - Principal Negotiations Session
- XVI. Adjournment

# Superintendent Update

August 8, 2024

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# At the forefront of educational excellence



## **WHAT WE INTEND TO CREATE**

*Inspire dreams,  
build integrity and  
instill hope*

*in our students, our staff, our families and our communities.*

5

## **OUR PURPOSE**

Partner with students, staff, families and communities  
to challenge all students  
to achieve their greatest potential and  
become informed and engaged citizens.

# Viking Spotlight: [North Branch Area Middle School](#)



# Free Back to School Supplies Distribution

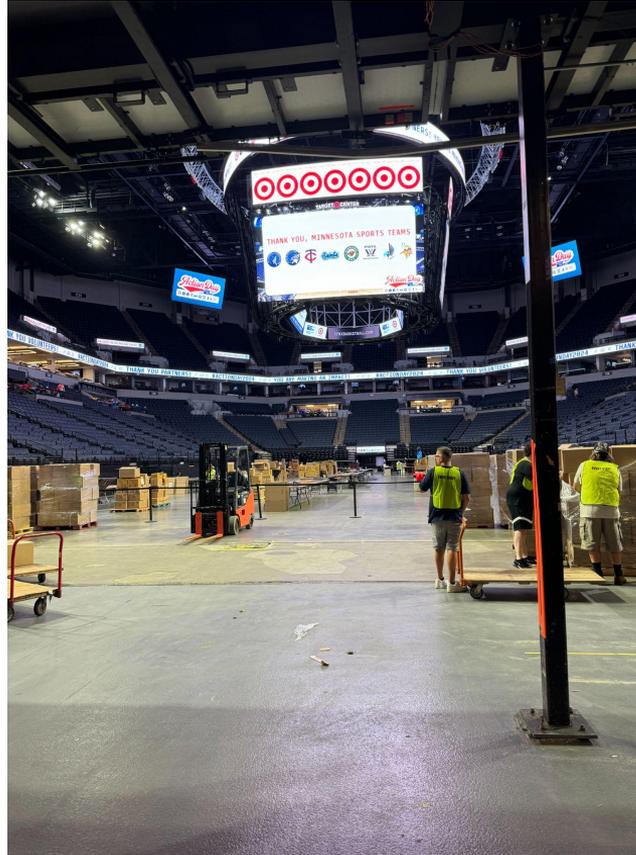
Elementary: The backpacks are a great starter pack with the majority of basic supplies that each grade will need.

Additional contributions-

- Notebooks
- Folders
- Pencils

Secondary:

- Pencils
- Corded Headphones



# Policy 524 Update

[Our Compelling Why](#)

[Elementary Schools](#)

[Middle School](#)

[High Schools](#)





**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138**  
**VIRTUAL MEETING**  
**OPEB COMMITTEE MEETING**  
**July 8, 2024**

The OPEB Committee met in a virtual meeting on Monday, July 8, 2024 at 1:00 p.m.

In attendance: Tim MacMillan, Adam Trampe, Sara Paul, Todd Tetzlaff, Merle Waters and John Schutz

On Monday, July 8th, Tim MacMillan, Adam Trampe, Sara Paul and Todd Tetzlaff met virtually with Merle Waters and John Schutz from Wells Fargo to review the District's OPEB (Other Post Employment Benefits) Trust performance. We discussed the trust performance, including market performance during the last 12 months, and distributions paid to the school district.

[OPEB Investment Review Presentation](#)

The trust fund was initiated in October 2009 and is managed by Wells Fargo. The trust currently includes funds in these categories:

46% Fixed Income  
48% Equity  
6% Real Assets

Overall, the school district is well-positioned to meet its future obligations, with the assistance of funds drawn from the OPEB Trust, for post-employment benefit costs in current contracts. When the OPEB Trust was established, the school district was required to sunset post-employment benefits, which has taken place in all of our contracts.

Page 8 of the report linked above includes information regarding funds drawn out of the trust account going back to the inception of the OPEB trust. In June of 2024, the District drew a total of \$247,532 from the OPEB Trust to reimburse post-employment expenses and the implicit subsidy associated with post-employment benefits to employees.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138**  
**NORTH BRANCH AREA EDUCATION CENTER, ROOM B122**  
**POLICY COMMITTEE MEETING**  
**July 11, 2024**

The Policy Committee met on Thursday, July 11, 2024 at 4:30 p.m. in Room B122 at the North Branch Area Education Center.

Members in Attendance: Tim MacMillan, Sarah Grovender, Heather Naegele, Superintendent Paul, Todd Tetzlaff, Kelly Detzler, Taylor Swanson and Pakou Lee

**Policies Discussed for Consent Agenda**

Policy 524 NB - Internet Acceptable Use and Safety Policy (Annual Review, MSBA changes)

Policy 524 was reviewed and will be on tonight's consent agenda for approval.

The meeting concluded at 5:25 p.m.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138  
REGULAR SCHOOL BOARD MEETING  
NORTH BRANCH AREA EDUCATION CENTER, BOARDROOM  
July 11, 2024**

The School Board of Independent School District 138 met in regular session on Thursday, July 11, 2024, at 5:30 p.m. in the Boardroom at the North Branch Area Education Center.

Chair MacMillan called the meeting to order.

Roll Call: Shelly Johnson, Sarah Grovender, Tim MacMillan, Superintendent Paul, Heather Naegele and Jesse LaValla (via remote)

Absent: Adam Trampe

Others in Attendance:

Chad Carlson, Ryan Minke, Josh Beaver, Kindra Helin, Molly Whelan, Rachel Kytönen, Jacob Truby, Todd Tetzlaff, and Pakou Lee

The Pledge of Allegiance was said by all.

Approval of Agenda:

Moved by Johnson, seconded by Naegele and carried unanimously to approve the agenda.

Recognition:

Spring Sport Recipients

Below are the spring award recipients. View the coaches' videos at the following link:  
<https://www.isd138.org/article/1679296>

- Girls Softball Award Recipients: Hannah Bernier, Aubrey Charpenter, Carli Kantorowicz, Morgan Mann, Alexis Mathison, Abigail Pfeifer, Mikayla Skiba, and Peyton Verdon
  
- Boys Baseball Award Recipients: Ty Ellsworth, Lucas Goggin, Benjamin Herges, Andrew Orf, Jackson Puelston, Patrick Spinler, and Noah Thorsen
  
- Boys Golf Award Recipients: Carter Magnison, Nicholas Melvin, and Tyler Minke
  
- Girls Golf Award Recipients: Ashley Bistodeau, Annabelle Lattimore, and Jenna Minke

- Boys Tennis Award Recipient: Wyatt Helberg and Drake Mellen
- Boys Track Award Recipient: Michael Dragicevich, Blake Lelm, Jacob Robillard, Brody Rothe, Jordan Stumm, Zachary Sway, Everett Thomsen, Carson Eber and Andrew Witkowski
- Girls Track Award Recipients: Shaeyna Andreotti, Sophie Benedict, Derrian Dick, Ella Dick, Dakota Esget, Ava Gerten, Brooke Giese, Ruby Hanson, Heidi Hedberg, Kailie Kopp, Ella Kuhlman, Brooklyn Maki, Jenna Minke, Elle Nielsen, Brianna Polipnik, Sophia Thorsen, Madison Whitman and Ava Witkowski
- Clay Target Award Recipients: Isabella Anderson, Brenden Donahue, Tanner Helin, Ava Mohs and Aubrey Russell
- Adapted Bowling Award Recipients: Briana Beck, Benjamin Elliott, Shelby Pantelis, and Molly Sullivan
- Speech Award Recipients: Wan Nok Noah, Helen Pust and Victoria White
- One Act Play Award Recipients: Gracie (Quinn) Colstad, Alexandra Ellis, Kylie Grams, Taylor Lutzke, Carter MacWilliams, Jarad MacWilliams, Leah Melton, Abigail Neu, Kathleen Neu, Ayla Okstad and Cosette Trampe

## **SUPERINTENDENT'S REPORT**

Superintendent Paul reported on the Viking Spotlight featuring Amanda Daeger, High School Assistant Principal and Jacob Truby, High School Assistant Principal.

Teacher Apprenticeship Launch: Save the Date- August 12, 2024 from 8:00am – 9:00am at the Mankato State Office in Edina, MN

Crisis Management Update: Access Church has agreed to be a reunification site should the school district need to transport students off campus as a result of a crisis situation. Todd Tetzlaff and North Branch Area Public Schools are continuing to work with the North Branch Police department.

Currently the North Branch Police Department are short staffed, resulting in short term adjustments to the SRO (School Resource Officer) position. Once fully staffed, the North Branch Police Department will return to full time presence in school.

Internet Acceptable Use Policy – a lot of work and meaningful plan in place.

First round of Opioid Action Council Grant approved this summer from the MN Department of Education. A peer recovery specialist from Know the Truth will be assigned to North Branch Area Middle school next year.

## **CONSENT ITEMS**

Moved by Naegele, seconded by Grovender and carried unanimously to approve the consent agenda.

- A. Minutes of June 13, 2024 Policy Committee Meeting
- B. Minutes of June 13, 2024 School Board Retreat
- C. Minutes of June 13, 2024 Public Hearing on Student Fees
- D. Minutes of June 13, 2024 Regular School Board Meeting
- E. Authorization of Payments, Transfers, and Investment Activity

- Accounts Payable, Bank 07 – \$1,221,744.10
- Auxiliary, Bank 12 - \$26,565.58
- Payroll, Bank 13 - \$3,363,150.00
- Scholarship, Bank 18 - \$58,995.00
- High School Student Activities, Bank 31 - \$4,679.75
- Middle School Student Activities, Bank 32 - \$0.00

### F. Personnel

1. Julie Johnson, resignation effective June 20, 2024, as EL Assistant at North Branch Area Public Schools
2. Leah Kent, resignation effective June 25, 2024, as School Age Care Adult Assistant at North Branch Education Center
3. Mike Kolb, resignation effective June 30, 2024, as French Teacher at North Branch Area High School
4. Joseph Lattimore, resignation effective June 30, 2024, as Due Process Lead Teacher (TOSA) at North Branch Area Middle School
5. Veronica McElmury, resignation effective June 28, 2024, as Schoolkeeper at North Branch Area Public Schools
6. Andrea Thiner, resignation effective June 27, 2024, as High School Assistant Principal at North Branch Area High School
7. Samantha Bartz, leave request from approximately October 23, 2024, through January 14, 2025, as 2nd Grade Teacher at Sunrise Elementary School

8. Patrick Tepoorten, extension of leave request July 1, 2024 through July 31, 2024, as Community Relations Coordinator/Grant Writer at North Branch Area Public Schools
9. Art Tobin, extension of leave request July 1, 2024 through December 31, 2024, as Director of Buildings and Grounds at North Branch Area Public Schools
10. Brinna Barlow, BS, Step 1, beginning with the 2024-25 school year, as English/Language Arts Teacher at North Branch Area High School
11. Samuel Lubs, BA, Step 1, beginning with the 2024-25 school year, as Vocal Music Teacher at North Branch Area High School and North Branch Area Middle School
12. Nicholas Pawlik, BS, Step 5, one-year contract for 2024-25 for a Tier 1 License, as SPED Teacher at North Branch Middle School
13. Ashley Rivard, BS, Step 10, beginning with the 2024-25 school year, as Family Resource Coach at North Branch Area Public Schools
14. Caleb Stiles, BA, Step 1, one-year contract for 2024-25 for a Tier 1 License, as SPED Teacher at North Branch Area High School
15. Samantha Stoesz, BA, Step 9, beginning with the 2024-25 school year, as English Teacher at North Branch Area Middle School
16. Deanna Wilson, BA, Step 3, one-year contract with the 2024-25 school year for a Tier 1 License, as English Teacher at North Branch Area Middle School
17. Juliana Orellano-Tirado, employment effective June 10, 2024, as School Age Care Adult Assistant
18. Juliet Orellano-Tirado, employment effective May 13, 2024, as School Age Care Adult Assistant
19. Pakou Lee, employment effective June 17, 2024, as Administrative Assistant/Executive Secretary at North Branch Area Public Schools
20. Andrew VanEerden, employment effective June 7, 2024, as School Age Care Senior Adult Assistant
21. Sarah Buchholz, termination effective June 6, 2024, as SPED Assistant at North Branch Area High School

22. Nikkita Huckell, termination effective June 6, 2024, as SPED Assistant at North Branch Area High School

23. Jessica Waukazo, termination effective June 6, 2024, as SPED Assistant at North Branch Area Middle School

24. 2023-24 Extra Curricular Spring Coach Positions

a. Clint Mattson, Class 4, Step 1, as Assistant Coach for Boys Baseball

b. Nick Solberg, Class 4, Step 1, as Assistant Coach for Boys Baseball

G. Designation of Identified Official with Authority for the MDE External User Access Recertification System

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

The Board recommends authorizing Sara Paul to act as the Identified Official with Authority (IOwA) and Pakou Lee to act as the IOwA Proxy to add and remove names only for LEA for North Branch Area Public Schools.

H. Acceptance of Donations

**JUNE 2024**

DATE	DONATION FROM	DONATION TO	Amount:	USE
6/13/2024	Stacy Lent Fire Dept. Relief Assn., PO Box 123, Stacy, MN 55079	NBHS Athletics	\$250.00	DECA Conference Donation
6/13/2024	Revive Chiropractic, PO Box 94, North Branch, MN 55056-0094	NBHS Athletics	\$50.00	Dance Program-Sports Physical Donations
6/13/2024	VFW Post 6424, PO Box 373, North Branch, MN 55056	NBHS Athletics	\$1,000.00	JROTC National Team Donation
6/20/2024	NBAEF, 3886812th Ave #4, North Branch, MN 55056	Community Ed	\$250.00	Concerts in the Park Donation
6/27/2024	Edelstein Family Foundation, 103 Portland Ave, Minneapolis, MN 55404	NBHS Scholarship A/C	\$58,995.00	Scholarship Donation
6/27/2024	Josh Kopp, P.O Box 862, North Branch, MN 55056	NBHS Athletics	\$1,600.00	Girls Soccer Program Donation
			<b>\$62,145.00</b>	
JUNE	Heather Naegele, 7525 277th Ave NE, North Branch, MN 55056	NBMS		*Donated a trumpet to the middle school music program

**OPEN MIC**

No one signed up for open mic.

**OLD BUSINESS**

- A. Approval of Summary Bids for Garbage Pickup  
 Moved by Grovender, seconded by Johnson and carried unanimously to accept the bid of Terry’s Disposal for garbage pickup for SY2025. Bids results are attached.
  
- B. Approval of Summary of Bids for Diesel Fuel and Gasoline  
 Moved by Grovender, seconded by Johnson and carried unanimously to award the bid for diesel fuel and gasoline to Petroleum Traders Corp. for SY2025 for the school district and the City of North Branch. Bid results are attached.
  
- C. Approval of Second Reading of the Following Policies  
 Moved by Naegele, seconded by Grovender and carried unanimously to approve the second reading of the following policies:
  - 1. Policy 524 - Internet Acceptable Use and Safety Policy
  - 2. Policy 606 - Textbooks and Instructional Materials (Minor MSBA changes)

**NEW BUSINESS**

- A. Approval of Resolution Relating to Election of School Board Members and Calling the School District General Election

Member MacMillan introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD MEMBERS AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 138, State of Minnesota, as follows:

- 1. It is necessary for the School District to hold its general election for the purpose of electing three (3) school board members for terms of four (4) years each. The Clerk shall include on the general election ballot the names of the individuals who file or have filed Affidavits of

Candidacy during the period established for filing such Affidavits as though they had been included by name in this resolution. The Clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and directed to be held in conjunction with the State General Election on Tuesday, November 5, 2024.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the School District and which have been established by the cities or towns located in whole or in part within the School District. The voting hours at those polling places shall be the same as those for the State General Election.

4. The Clerk is hereby authorized and directed to cause written notice of said general election to be provided to the County Auditor of each county in which the School District is located, in whole or in part, at least eighty-four (84) days before the date of said election. The notice shall specify the date of said election and the office or offices to be voted on at said general election. Any notice given prior to the adoption of this resolution is ratified and confirmed in all respects.

5. The Clerk is hereby authorized and directed to cause notice of said general election to be posted for public inspection at the administrative offices of the School District at least ten (10) days before the date of said election.

6. The Clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the School District at least four (4) days before the date of said election and to cause two sample ballots to be posted in polling places located within the School District on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

7. The Clerk is hereby authorized and directed to cause notice of said election to be published in the official newspaper of the School District, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the election. The notice of election so posted and published shall state the offices to be filled as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

8. The Clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this general election and generally to cooperate with state, city, township and county election authorities conducting the state general and other elections on that date. The Clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate municipal and county officials regarding preparation and distribution of ballots, election administration and cost sharing.

9. The Clerk and members of the administration are further authorized and directed to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system or to comply with the form and content requirements of applicable state election laws:

**[Form of Ballot on the Following Page]**

# General Election Ballot

Independent School District No. 138  
(North Branch Area Public Schools)

November 5, 2024

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### Instructions to Voters

To vote, completely fill in the oval(s) next to your choice(s) like this: .

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### School Board Member

Vote for Up to Three

Name

Name

Name

Name

Name

Name

\_\_\_\_\_

write-in, if any

\_\_\_\_\_

write-in, if any

\_\_\_\_\_

write-in, if any

10. Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

11. The name of each candidate for office at each election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

12. If the School District will be contracting to print the ballots for this election, the Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The Clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

13. The individuals designated as judges for the State General Election shall act as election judges for this general election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the School Board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

14. The School District Clerk shall make all Campaign Financial Reports required to be filed with the School District under Minnesota Statutes, Section 211A.02 available on the School District's website. The Clerk must post the report on the School District's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The School District must make a report available on the School District's website for four years from the date the report was posted to the website. The Clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

The motion for the adoption of the foregoing resolution was duly seconded by Johnson and upon vote being taken thereon the following voted in favor thereof: MacMillan, Grovender, LaValla, Naegele, and the following voted against the same: None whereupon said resolution was declared duly passed and adopted.

B. Approval of Renewal of Membership in Resource Training Solutions

Moved by Grovender, second by Johnson and carried unanimously to renew membership with Resource Training Solutions in the amount of \$3,606.80.

C. Approval of 2024-2025 Resolution for Membership in the Minnesota State High School League

Moved by Naegele, seconded by Grovender and carried unanimously to approve the following resolution of the MSHSL:

**2024-2025 Resolution for Membership in the Minnesota State High School League**

RESOIVED, that the Governing Board or Entity of North Branch Area High School located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOIVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's Official Handbook, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has

reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

D. Superintendent's Evaluation Summary

The North Branch School Board conducted the Superintendent's evaluation and all Board members provided input on her elevation. The Board reviewed performance goals and objectives, leadership and management skills, communication and relationship, fiscal management, student achievement and instructional leadership, operational efficiency, professional development, and stakeholder feedback. The Board wants to thank the Superintendent for all her skills and attention to these areas above and the leadership she provides this district. The Board are appreciative of her skills and ability to continue and set district up for success now and into the future.

**ADDENDUM**

A. Approval of the following personnel consent items

Moved by Grovender, seconded by Naegele and carried unanimously to approve the consent items.

1. Amanda Daeger, employment effective July 16, 2024, as High School Assistant Principal at North Branch Area High School
2. Jacob Truby, employment effective July 15, 2024, as High School Assistant Principal at North Branch Area High School

B. Approval of the 2024-25 Student and Parent Handbook

Moved by Naegele, second by Grovender and carried unanimously to approve the 2024-2025 Student and Parent Handbook.

**INFORMATION**

None

## **BOARD REQUESTS**

Board Member MacMillan reminded and requested Board members to sign up for the upcoming MSBA Summer Seminar.

## **COMMITTEE REPORTS**

Board Member MacMillan reported on the OPEB meeting he attended on July 8.

## **DATES TO REMEMBER**

- A. Monday, July 8, 2024, OPEB Committee Meeting, 1:00 pm, Virtual
- B. Monday, July 8, 2024, Negotiations Committee Meeting, 3:30 pm, North Branch Area Education Center
- C. Monday, July 8, 2024, NBSSA Negotiations Session, 4:00 pm, North Branch Area Education Center
- D. Thursday, August 1, 2024, School Board Working Session, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120
- E. Thursday, August 8, 2024, Policy Committee Meeting, 4:30 pm, North Branch Area Education Center, Conference Room, B122
- F. Thursday, August 8, 2024, Regular School Board Meeting, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120
- G. Wednesday, August 21, 2024, Negotiations Committee Meeting, 3:30 pm, North Branch Area Education Center
- H. Wednesday, August 21, 2024, Principal Negotiations Session, 4:00 pm, North Branch Area Education Center
- I. Thursday, August 22, 2024, School Board Work Session, 5:30 pm, North Branch Area Education Center, Boardroom, Room C120

## **Adjournment**

Moved by Grovender, seconded by Naegele and carried unanimously to adjourn the regular meeting at 6:50 pm.

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Heather Naegele, Clerk  
(Unapproved)

**NORTH BRANCH INDEPENDENT SCHOOL DISTRICT NO. 138**  
**NORTH BRANCH AREA EDUCATION CENTER, BOARDROOM**  
**SCHOOL BOARD WORKING SESSION**  
**August 1, 2024**

The School Board of Independent School District 138 met in a Working Session on Thursday, May 23, 2024, at 5:30 p.m. in the Boardroom at the North Branch Area Education Center.

Chair MacMillan called the meeting to order.

Roll Call: Tim MacMillan, Sarah Grovender, Heather Naegele, Adam Trampe, Shelly Johnson, and Superintendent Paul

Absent: Jesse LaValla

Others in Attendance: David Treichel and Todd Tetzlaff

The Pledge of Allegiance was said by all.

Work Session Topics

Superintendent's Report

Superintendent Paul invited Board members to the Registered Teacher Apprenticeship Launch on August 12 at the Minnesota State Mankato, Edina campus.

Superintendent Paul provided an update on the extensive engagement that has occurred regarding the policy changes to the Internet Acceptable Use Policy-Electronic Devices.

Superintendent Paul provided an update regarding the partnership between NBAPS and the North Branch Police Department to ensure a safe learning environment. Having a School Resource Officer is a critical resource allocation for both the City of North Branch and NBAPS. Currently, the NB Police Department is short staffed. We are continuing with the SRO position and making some short term adjustments while the NB Police Departments hires unfilled positions

Superintendent Paul also congratulated Board member Shelly Johnson who has been elected to serve on the East Central Regional Development Commission (ECRDC).

Finally, Superintendent Paul shared information about a partnership between NBAPS and the Greater Twin Cities United Way. NBAPS received free school supplies to distribute to our students.

- Elementary Backpacks: 400

- Middle/High School Backpacks: 208

Student Cell Phone and electronic communication devices

As we prepare to implement the changes to Policy 524, David Treichel reviewed building procedures, family communications, teacher communications and support plan, and provided insights on how leadership will monitor implementation and make adjustments. Board members provided feedback for the leadership team to consider.

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Heather Naegele, Clerk  
(Unapproved)

**ELECTRONIC FUND TRANSFERS  
JULY 2024**

Direct Dep Cks	\$766,932.52		
ACHS	<u>\$10,653.72</u>		
	<b>\$777,586.24</b>		
OPEB Wells Fargo Transfer to General Operating:		7/2/2024	<b>\$113,055.00</b>
Other Electronic Fund Transfers:			
Federal/FICA Taxes		7/1/2024	\$78,869.86
(Also reflected in P/R info)		7/1/2024	\$80,353.39
		7/15/2024	\$49,924.10
		7/15/2024	\$71,259.98
		7/29/2024	\$46,318.14
		7/29/2024	<u>\$86,027.51</u>
			<b>\$412,752.98</b>
Minnesota Withholding Taxes		7/2/2024	\$13,191.19
(Also reflected in P/R info)		7/2/2024	\$13,206.63
		7/16/2024	\$7,535.30
		7/16/2024	\$12,475.83
		7/30/2024	\$7,339.03
		7/30/2024	<u>\$14,209.23</u>
			<b>\$67,957.21</b>
Economic Service (EBC)		7/1/2024	\$15,211.24
(Also reflected in P/R info)		7/1/2024	\$10,556.32
		7/2/2024	\$416.66
		7/15/2024	\$15,211.24
		7/15/2024	\$20,029.97
		7/29/2024	\$11,384.14
		7/29/2024	<u>\$15,211.24</u>
			<b>\$88,020.81</b>
MII LIFE-F S A		PEIP	7/1/2024
		PEIP	7/5/2024
		PEIP	7/8/2024
		PEIP	7/9/2024
		PEIP	7/11/2024
		PEIP	7/16/2024
		PEIP	7/16/2024
		PEIP	7/16/2024
		PEIP	7/23/2024
		PEIP Admin Inv	7/25/2024
		PEIP	7/30/2024
			<u>\$92.00</u>
			<b>\$2,563.77</b>
MII LIFE-M S A		7/1/2024	\$944.96
		7/1/2024	\$4,952.62
		7/15/2024	\$944.96
		7/15/2024	\$4,827.62
		7/29/2024	\$944.96
		7/29/2024	<u>\$4,827.62</u>
			<b>\$17,442.74</b>
Minnesota Teachers Retirement		7/12/2024	\$1,980.00
		7/12/2024	\$8,484.46
		7/12/2024	\$53,222.95
		7/26/2024	\$6,111.77
		7/26/2024	\$10,168.20
		7/26/2024	<u>\$60,680.76</u>
			<b>\$140,648.14</b>
PERA		7/12/2024	\$19,973.48
		7/26/2024	\$245.94
		7/26/2024	<u>\$18,990.15</u>
			<b>\$39,209.57</b>
Delta Dental Plan		7/23/2024	<b>\$21,463.16</b>
MN Sales Tax		7/17/2024	<b>\$781.00</b>

**AGREEMENT TO PROVIDE SCHOOL RESOURCE OFFICER (SRO) SERVICES TO THE NORTH BRANCH AREA  
SCHOOL DISTRICT**

**20232024-20242025**

This Agreement is made by and between the City of North Branch, Minnesota (hereinafter the "City"), and Independent School District No. 138, North Branch, Minnesota (hereinafter the "School District").

**RECITALS:**

WHEREAS, the City provides police services with the City of North Branch, Minnesota; and

WHEREAS, the School District provides educational instruction and services to children enrolled therein; and

WHEREAS, the School District generally provides such instruction and services at public schools located within the City of North Branch, Minnesota; and

WHEREAS, City and the School District desire to enter into agreement whereby the City shall assign one or more peace officers to serve as School Resource Officers ("SRO") and provide School Resource Officer services (hereinafter the "SRO Services") to the School District; and

WHEREAS, the purpose of the SRO Services includes enhancing security and safety within the School District facilities and School District property; building positive relationships between law enforcement, students and school staff; maintaining a law enforcement presence at School District events and facilities, and providing prompt responses to, and investigations of, criminal or delinquent offenses committed on or about School District property or School District facilities; and

WHEREAS, the City is prepared to provide the SRO Services to the School District according to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Employment of the School Resource Officer; Uniforms and Equipment. The City agrees to employ and provide a peace officer to work in and about the School District's property and facilities during the school year (hereinafter the "School Resource Officer" or "SRO"). It is acknowledged and agreed-to by the parties that the SRO is an employee of the City, subject to the administration, supervision, and control of the City. It is understood and agreed that in performing the SRO Services, the City, and any person employed by or contracted with the City, shall not be an employee or agent of the School District. The City will furnish training, uniforms, equipment, and schedule of deployment required under Minnesota law or that is needed for the implement of this Agreement. The SRO shall wear a City--approved uniform or other approved attire when providing the SRO Services. The School District will provide the SRO with a secure work space, as well as ancillary support services, such as occasional clerical assistance, use of copiers and telephones.

2. Compensation for the SRO Services. In exchange for providing the SRO Services, the School District shall pay the City as set forth in Exhibit A, attached hereto. The School District shall not assume liability for the direct payment of any salaries, wages, or other compensation to the SRO or any City personnel performing services hereunder for said SRO Services, and the City hereby assumes said responsibility for payment of wages and benefits, including vacation and sick leave; mileage, uniforms; public employees retirement contributions; workers' compensation, automobile, general liability insurance costs; general overhead, including indirect expenses and supplies, radio unit expense, and health expenses.
  
3. Supervision of the SRO; Assignment and Reassignment. The City, in its sole discretion, shall have the power and authority to hire, assign, reassign, discharge, and discipline the SRO. As an employee of the City, the SRO will be subject to the chain of command of the City's Police Department. The SRO's effectiveness in the program will be evaluated at the end of each school term. In the event the School District is dissatisfied with the SRO who has been assigned to the School District, the School District's Administration will recommend that the officer not be assigned as an SRO during the following year. If any problems or concerns arise with the SRO or with the SRO's performance during the school term, the school district shall immediately notify the Chief of Police. The City reserves the right to remove or reassign any SRO upon written notification to the Superintendent of the School District. If it is reasonably anticipated that the assigned SRO will be unable to perform the duties for periods of less than one month for reasons related to vacation, illness or injury, the City, after consulting the School District, will determine if there is a need to assign another peace officer to fill the temporary vacancy. If the SRO resigns or is otherwise unable or unwilling to perform the duties and the anticipated absence is one month or longer or is permanent, the City shall assign a replacement peace officer to provide the SRO Services if police department staffing allows.
  
4. Hours of Work; Duties of the SRO. The SRO's regularly scheduled hours of work will be 11:00 AM to 3:00 PM, or a similar schedule to coincide with the hours school is in session. If the SRO responds to a school incident or a school emergency outside of these regularly scheduled hours, the SRO may act in their official SRO capacity while handling the incident. The SRO's duties shall include, but not be limited to, the following:
  - a. Foster a positive school climate through relationship building and open communication. Build relationships, enhance community-policing activities, identify safety concerns within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff;
  - b. In coordination with school administrators, provide presentations in the areas of safety, crime prevention, bullying, etc.
  - c. Engage students and staff during School District hours or at designated School District events to establish rapport between the SRO and the student population;

- d. Patrol School District grounds and facilities during School District hours and at other specified times or events in order to reduce or deter incidents of school violence; and maintain a safe and secure environment on school grounds; North Branch Public Schools/City of North Branch SRO
- e. Coordinate with School District administration and staff and provide advice on the School District's Emergency Operations Plans and the implementation of any safety drills, including fire, inclement weather, active shooter, or other lock-down drills;
- f. At the School District's request, periodically review and assess the School District's physical space, policies, and/or procedures to complete a threat assessment, ~~and~~ evaluate potential risks for student and staff safety, and identify vulnerabilities in school facilities and safety protocols;
- g. Present drug awareness and resistance education (DARE or other similar program) to students or provide education on personal safety ~~education and other law enforcement topics~~ to students and/or staff as requested by School District administration;
- h. Respond to complaints and investigate matters of alleged criminal or delinquent activity;
- i. Attend and participate in applicable school meetings and to communicate and coordinate with the School District's principals and other appropriate school administrators concerning the needs of the school and its students;
- j. Promptly notify school administration upon removing a student from the school campus;
- k. Notify a parent as soon as practicable when minor students are issued a criminal citation or arrested;
- l. Provide appropriate, and when warranted, immediate response and interventions regarding students who may be abused, neglected and otherwise maltreated pursuant to Minnesota Statutes § 626.556 or Minnesota Statutes § 260C.001, et seq. This response may include making reports to the local social service agency, taking immediate action to place a student on a hold pursuant to Minnesota Statutes § 260C.175; or enforcing court orders;
- m. ~~Enforcement of criminal law and protection of students and staff and the public against criminal activity;~~ Enforce criminal laws and protect students, staff, and visitors to the school grounds from criminal activity.
- n. Serve as a liaison from law enforcement to school officials. Coordinate, when practical, the investigative approach between the City, other law enforcement authorities (if involved) and the School District. The SRO shall comply with applicable legal standards for searches, seizures, and interviews. The SRO will not be involved with administrative activities of school personnel unless a violation of law (criminal, delinquent, juvenile petty offense, or juvenile traffic offense) is alleged or there is an exigent circumstance requiring intervention for safety or to prevent flight;
- o. Assist School District staff and respond to concerns of visitors at the School District facilities, including the presence of unauthorized adults, allegations of trespass or threatening behaviors, and alleged violations of Orders for Protection, Domestic Abuse No Contact Orders or Harassment Restraining Orders; and North Branch Public Schools/City of North Branch SRO

p. At the request of the School District, participate as a witness in any administrative, quasi-judicial or judicial proceeding in which the School District is party, including, but not limited to, expulsion hearings.

5. Personnel Policies. The SRO shall be subject to all personnel policies and practices of the City, except as such policies or practices may be modified by the terms and conditions of this Agreement.
6. Responsibility for Student Discipline. The parties hereto acknowledge and agree that the School District shall be responsible for disciplining students for violations of School District policies, rules and procedures. The SRO must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
7. Term of Agreement; Termination. This Agreement shall commence on September 1, ~~2023~~2024 and end on June 30, ~~2024~~2025, unless otherwise renewed or extended by the parties. Any party may terminate this Agreement without cause by notifying the other part no earlier than ninety (90) days prior to the date of termination.
8. Default. In the event either party shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue uncured for a period of thirty (30) days after written notice thereof, the nondefaulting party may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the other party, immediately terminate this Agreement.
9. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below.

City of North Branch

ATTN: Chief of Police

6408 Elm Street

North Branch, MN 55056

and

Independent School District No. 138

ATTN: Superintendent of Schools

38705 Grand Ave.

North Branch, MN 55056

10. Workers' Compensation. The City agrees to be responsible for any claim of injury or sickness to the SRO stemming from the performance of work under this Agreement.
11. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees,

commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the parties to waive any common law or statutory protections and immunities or impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

12. Insurance. The City will maintain workers' compensation insurance, public employees' liability insurance, and automobile insurances, in amounts deemed appropriate and not less than the coverage limits prescribed under Minn. Stat. Chapter 466. The City and the School District will each maintain general liability insurance with coverage limits not less than those prescribed in Minn. Stat. Chapter 466.
13. Data Practices. The parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of government data, including but not limited to education records created or maintained by educational institutions and law enforcement agencies. For the purposes of access to student records by an SRO, the SRO is considered a "school official" as provided in the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g. A SRO may be provided access to student information only as needed by the SRO to perform his duties related to educational or school administration activities when the SRO's use of such student information remains under the direct control of the School District. A SRO may also be granted access to education records in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose such student information consistent with FERPA and the Minnesota Government Data Practices Act.
14. Non-Discrimination. In the performance of work under this Agreement, the City agrees not to discriminate against any School District employee, volunteer, student, or student family member because of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, or disability.
15. Entire Agreement/Modifications/Applicable Law. This Agreement (including Exhibit A) contains all of the agreements and understandings between the parties and supersedes and replaces any prior agreements, negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.
16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement

shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

17. No Assignment or Subcontract. The City shall not assign, delegate or subcontract any right or obligation hereunder without the prior written consent of the School District.
18. No Third Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).
19. Force Majeure. A party is not liable for failure to perform the party's obligations under this Agreement if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, pandemic, epidemic, or other natural disaster), lack of fuel, strikes, labor disputes, national emergency, state-wide emergency, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, terrorist activities, or government sanction. Except as mutually agreed-to by the parties in writing, the School District has no liability or payment obligation concerning, or in respect to, SRO Services that the City did not perform during an event of Force Majeure.
20. Binding Agreement. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.
21. No Oral Waiver. No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its Council, has caused this Agreement to be signed by its Mayor, Clerk, and Chief of Police and the seal of the City to be affixed hereto on the \_\_\_\_ day of \_\_\_\_\_, ~~2023~~2024; and the School District, by resolution of its School Board and signature of its Board Chair and Clerk of said Board on the \_\_\_\_ day of \_\_\_\_\_, ~~2023-2024~~ [SIGNATURES TO FOLLOW]

CITY OF NORTH BRANCH

By: Mayor of the City of North Branch

\_\_\_\_\_

By: Clerk By:

\_\_\_\_\_

Chief of Police

\_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT NO. 138

By: Board Chair

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By: Clerk

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## EXHIBIT A

### TERMS OF COMPENSATION

The daily rate, based on 4.2 hours per school day, for the SRO Services is ~~\$261.12~~ 130.56 ~~\$251.80~~ per school day during the time period from September 1, ~~2023-2024~~ to December 31, ~~2023~~2024, .

The daily rate, based on 4.2 hours per school day, for the SRO Services is ~~\$261.12~~ 134.48 per school day during the time period from January 1, ~~2024-2025~~ to June 30, ~~2024~~2025.

The City shall invoice the School District in December ~~2023-2024~~ for services rendered by the SRO from September 1, ~~2023-2024~~ to December 31, ~~2023~~2024. The City shall invoice the School District in June ~~2024-2025~~ for services rendered by the SRO from January 1, ~~2024-2025~~ to June 30, ~~2024~~2025.

For the 2024 – 2025 school year, the School District agrees to pay for 2 hours of SRO services per school day and the City of North Branch agrees to assign the SRO to the District 4 hours per school day.

If the School District requires additional police services outside of the terms of this contract (such as security at athletic events or other school sponsored events, etc.), the City shall invoice the School District the cost of these services pursuant to the City's current fee schedule.

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SCHOOL DISTRICT**

**2024-2025**

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WHEREAS, the School District generally provides such instruction and services at public schools located within the City of North Branch, Minnesota; and

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WHEREAS, the purpose of the SRO Services includes enhancing security and safety within the School District facilities and School District property; building positive relationships between law enforcement, students and school staff; maintaining a law enforcement presence at School District events and facilities, and providing prompt responses to, and investigations of, criminal or delinquent offenses committed on or about School District property or School District facilities; and

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  - c. Engage students and staff during School District hours or at designated School District events to establish rapport between the SRO and the student population;

- d. Patrol School District grounds and facilities during School District hours and at other specified times or events in order to reduce or deter incidents of school violence; and maintain a safe and secure environment on school grounds; North Branch Public Schools/City of North Branch SRO
- e. Coordinate with School District administration and staff and provide advice on the School District's Emergency Operations Plans and the implementation of any safety drills, including fire, inclement weather, active shooter, or other lock-down drills;
- f. At the School District's request, periodically review and assess the School District's physical space, policies, and/or procedures to complete a threat assessment, evaluate potential risks for student and staff safety, and identify vulnerabilities in school facilities and safety protocols;
- g. Present drug awareness and resistance education (DARE or other similar program) to students or provide education on personal safety and other law enforcement topics to students and/or staff as requested by School District administration;
- h. Respond to complaints and investigate matters of alleged criminal or delinquent activity;
- i. Attend and participate in applicable school meetings and to communicate and coordinate with the School District's principals and other appropriate school administrators concerning the needs of the school and its students;
- j. Promptly notify school administration upon removing a student from the school campus;
- k. Notify a parent as soon as practicable when minor students are issued a criminal citation or arrested;
- l. Provide appropriate, and when warranted, immediate response and interventions regarding students who may be abused, neglected and otherwise maltreated pursuant to Minnesota Statutes § 626.556 or Minnesota Statutes § 260C.001, et seq. This response may include making reports to the local social service agency, taking immediate action to place a student on a hold pursuant to Minnesota Statutes § 260C.175; or enforcing court orders;
- m. Enforce criminal laws and protect students, staff, and visitors to the school grounds from criminal activity.
- n. Serve as a liaison from law enforcement to school officials. Coordinate, when practical, the investigative approach between the City, other law enforcement authorities (if involved) and the School District. The SRO shall comply with applicable legal standards for searches, seizures, and interviews. The SRO will not be involved with administrative activities of school personnel unless a violation of law (criminal, delinquent, juvenile petty offense, or juvenile traffic offense) is alleged or there is an exigent circumstance requiring intervention for safety or to prevent flight;
- o. Assist School District staff and respond to concerns of visitors at the School District facilities, including the presence of unauthorized adults, allegations of trespass or threatening behaviors, and alleged violations of Orders for Protection, Domestic Abuse No Contact Orders or Harassment Restraining Orders; and North Branch Public Schools/City of North Branch SRO

p. At the request of the School District, participate as a witness in any administrative, quasi-judicial or judicial proceeding in which the School District is party, including, but not limited to, expulsion hearings.

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6. Responsibility for Student Discipline. The parties hereto acknowledge and agree that the School District shall be responsible for disciplining students for violations of School District policies, rules and procedures. The SRO must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
7. Term of Agreement; Termination. This Agreement shall commence on September 1, 2024 and end on June 30, 2025, unless otherwise renewed or extended by the parties. Any party may terminate this Agreement without cause by notifying the other part no earlier than ninety (90) days prior to the date of termination.
8. Default. In the event either party shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue uncured for a period of thirty (30) days after written notice thereof, the nondefaulting party may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the other party, immediately terminate this Agreement.
9. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below.

City of North Branch

ATTN: Chief of Police

6408 Elm Street

North Branch, MN 55056

and

Independent School District No. 138

ATTN: Superintendent of Schools

38705 Grand Ave.

North Branch, MN 55056

10. Workers' Compensation. The City agrees to be responsible for any claim of injury or sickness to the SRO stemming from the performance of work under this Agreement.
11. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees,

commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the parties to waive any common law or statutory protections and immunities or impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

12. Insurance. The City will maintain workers' compensation insurance, public employees' liability insurance, and automobile insurances, in amounts deemed appropriate and not less than the coverage limits prescribed under Minn. Stat. Chapter 466. The City and the School District will each maintain general liability insurance with coverage limits not less than those prescribed in Minn. Stat. Chapter 466.
13. Data Practices. The parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of government data, including but not limited to education records created or maintained by educational institutions and law enforcement agencies. For the purposes of access to student records by an SRO, the SRO is considered a "school official" as provided in the Federal Educational Rights and Privacy Act ("FERPA") 20 U.S.C. 1232g. A SRO may be provided access to student information only as needed by the SRO to perform his duties related to educational or school administration activities when the SRO's use of such student information remains under the direct control of the School District. A SRO may also be granted access to education records in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose such student information consistent with FERPA and the Minnesota Government Data Practices Act.
14. Non-Discrimination. In the performance of work under this Agreement, the City agrees not to discriminate against any School District employee, volunteer, student, or student family member because of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, or disability.
15. Entire Agreement/Modifications/Applicable Law. This Agreement (including Exhibit A) contains all of the agreements and understandings between the parties and supersedes and replaces any prior agreements, negotiations or proposed agreements, written or oral. Each of the parties hereto acknowledges that no other party nor agent of any other party, has made any promises, representations or warranties whatsoever, express or implied, not contained herein, to induce it to execute this Agreement. This document may not be modified or altered except by a subsequent writing to be signed by all parties hereto. All terms and conditions shall be construed and interpreted in accordance with and be subject to the laws of the State of Minnesota.
16. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, rules or regulations, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of this Agreement

shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provisions or by its severance from this Agreement.

17. No Assignment or Subcontract. The City shall not assign, delegate or subcontract any right or obligation hereunder without the prior written consent of the School District.
18. No Third Party Beneficiary Rights. The provisions of this Agreement are for the sole benefit of the parties and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).
19. Force Majeure. A party is not liable for failure to perform the party's obligations under this Agreement if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, pandemic, epidemic, or other natural disaster), lack of fuel, strikes, labor disputes, national emergency, state-wide emergency, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, terrorist activities, or government sanction. Except as mutually agreed-to by the parties in writing, the School District has no liability or payment obligation concerning, or in respect to, SRO Services that the City did not perform during an event of Force Majeure.
20. Binding Agreement. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns.
21. No Oral Waiver. No breach of any provision of this Agreement can be waived by any party hereto unless such waiver is made in writing. Waiver of any breach by any undersigned party will not be deemed to be a waiver of any other breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its Council, has caused this Agreement to be signed by its Mayor, Clerk, and Chief of Police and the seal of the City to be affixed hereto on the \_\_\_\_ day of \_\_\_\_\_, 2024; and the School District, by resolution of its School Board and signature of its Board Chair and Clerk of said Board on the \_\_\_\_ day of \_\_\_\_\_, 2024 [SIGNATURES TO FOLLOW]

CITY OF NORTH BRANCH

By: Mayor of the City of North Branch

\_\_\_\_\_

By: Clerk By:

\_\_\_\_\_

Chief of Police

\_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT NO. 138

By: Board Chair

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By: Clerk

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## EXHIBIT A

### TERMS OF COMPENSATION

The daily rate, based on 2 hours per school day, for the SRO Services is \$ 130.56 per school day during the time period from September 1, 2024 to December 31, 2024.

The daily rate, based on 2 hours per school day, for the SRO Services is 134.48 per school day during the time period from January 1, 2025 to June 30, 2025.

The City shall invoice the School District in December 2024 for services rendered by the SRO from September 1, 2024 to December 31, 2024. The City shall invoice the School District in June 2025 for services rendered by the SRO from January 1, 2025 to June 30, 2025.

For the 2024 – 2025 school year, the School District agrees to pay for 2 hours of SRO services per school day and the City of North Branch agrees to assign the SRO to the District 4 hours per school day.

If the School District requires additional police services outside of the terms of this contract (such as security at athletic events or other school sponsored events, etc.), the City shall invoice the School District the cost of these services pursuant to the City's current fee schedule.

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 206

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

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

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

### **III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is “public” includes:  
  - Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, “finalist” means an individual who is selected to be interviewed by the appointing authority prior to selection.
- D. “Educational data” means data maintained by the school district which relates to a student.
- E. “Student” means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant’s application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

**IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);

2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

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

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

## **VI. PROCEDURES**

### **A. Agenda Items**

1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

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

C. Open Forum

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

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

D. No Board Action at Same Meeting

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

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

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)

Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)  
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)  
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)  
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)  
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
Minn. Op. Atty. Gen. 852 (July 14, 2006)

***Cross References:***

MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)  
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 206

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2012/27

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

### **I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
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- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

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- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

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- D. “Educational data” means data maintained by the school district which relates to a student.
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- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant’s application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

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  - 1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);

2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
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2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain ~~and may do so in open mic~~ (NB change).
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
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restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

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

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- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 ([Meetings Having Data Classified as Public](#)) [Open Meeting Law](#))  
Minn. Stat. § 121A.47, Subd. 5 ([Exclusion and Expulsion Procedures](#); [Closed or Open Meeting](#)) [Student Dismissal Hearing](#))  
Minn. Stat. § 122A.33, Subd. 3 ([License and Degree Exemption for Head Coach](#); [Notice of Nonrenewal](#); [Opportunity to Respond](#)) [Coaches](#); [Opportunity to Respond](#))  
Minn. Stat. § 122A.40, Subd. 14 ([Employment](#); [Contracts](#); [Termination](#); [Hearing Procedures](#)) [Teacher Discharge Hearing](#))  
Minn. Stat. § 122A.44 (Contracting with Teachers; [Substitute Teachers](#))  
Minn. Stat. § 123B.02, Subd. 14 ([General Powers of Independent School Districts](#); Employees; Contracts for Services)  
Minn. Stat. § 123B.143, Subd. 2 ([Superintendents](#); Disclose Past Buyouts or Contract is Void)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. [Ch. 260E § 626.556](#) (Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
Minn. Op. Atty. Gen. 852 (July 14, 2006)

**Cross References:** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA [Service Manual, Chapter 13](#), School Law Bulletin "C" (Minnesota's Open Meeting Law)  
MSBA [Service Manual, Chapter 13](#), School Law Bulletin "I" (School Records – Privacy – Access to Data)

# SCHOOL BOARD

## School Board Code of Ethics

209-NB

### I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

### II. GENERAL STATEMENT OF POLICY

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

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

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

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

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.

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North Branch Independent School District No. 138: Policy #209-NB

**Adopted:** February 11, 2016

**Replaced:** Policy #8251 Code of Ethics

**Revised:**

**Effective:** February 11, 2016

# SCHOOL BOARD

## School Board Code of Ethics

209-NB

5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

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

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

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

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

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

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.

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North Branch Independent School District No. 138: Policy #209-NB

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**Replaced:** Policy #8251 Code of Ethics

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## SCHOOL BOARD

### School Board Code of Ethics

209-NB

4. Consider the recommendation of the superintendent in hiring all employees.
  5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
  6. Insist the superintendent keep the school board adequately informed at all times.
  7. Offer the superintendent counsel and advice.
  8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
  9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
  10. Present any personal criticisms of employees to the superintendent.
  11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.
- F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:
1. Comply with all federal, state, and local laws relating to my work as a school board member.
  2. Comply with all school district policies as adopted by the school board.
  3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
  4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
  5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
  6. Take no private action that will compromise the school board or administration.
  7. Guard the confidentiality of information that is protected under applicable law.

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North Branch Independent School District No. 138: Policy #209-NB

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**Effective:** February 11, 2016

# SCHOOL BOARD

## School Board Code of Ethics

209-NB

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

**Cross References:** MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

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North Branch Independent School District No. 138: Policy #209-NB

**Adopted:** February 11, 2016

**Replaced:** Policy #8251 Code of Ethics

**Revised:**

**Effective:** February 11, 2016

# SCHOOL BOARD

## Conflict of Interest – School Board Members

210

### I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

### II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

### III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
  - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
  - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
  - 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
  - 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
    - a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services

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North Branch Independent School District No. 138: Policy #210

Adopted: 2/14/16

Replaced: Policy 8250

Revised: 3/9/23

Effective: 2/14/16, 3/9/23

could be obtained elsewhere.

- b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
  - c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:
    - (1) The name of the school board member and the office held;
    - (2) An itemization of the goods or services furnished;
    - (3) The contract price;
    - (4) The reasonable value;
    - (5) The interest of the school board member in the contract; and
    - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.
- D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

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**North Branch Independent School District No. 138: Policy #210**

**Adopted:** 2/14/16

**Replaced:** Policy 8250

**Revised:** 3/9/23

**Effective:** 2/14/16, 3/9/23

# SCHOOL BOARD

## Conflict of Interest – School Board Members

210

### IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

### V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

### VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

**Legal References:** Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)  
Minn. Stat. § 123B.195 (Board Member's Right to Employment)  
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)  
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)  
Minn. Stat. § 471.89 (Contract, When Void)  
Op. Atty. Gen. 437-A-4, March 15, 1935  
Op. Atty. Gen. 90-C-5, July 30, 1940  
Op. Atty. Gen. 90-A, August 14, 1957

**Cross References:** NB Policy 101 (Legal Status of the School Board)  
NB Policy 209 (School Board Code of Ethics)

# SCHOOL BOARD

## School Board Committees

213

### I. PURPOSE

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

### II. GENERAL STATEMENT OF POLICY

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

### III. APPOINTMENT OF COMMITTEES

- A. The school board hereby appoints the following standing committees:
  - 1. OPEB.
  - 2. Policy.
  - 3. Negotiations Committee(s) for various employee groups.

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North Branch Independent School District No. 138: Policy #213

**Adopted:** July 14, 2016

**Replaced:** Policy 8120, 9130, 9140

**Revised:**

**Effective:** July 14, 2016

# SCHOOL BOARD

## School Board Committees

213

- B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.
- C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

#### IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES

- A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.
- B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.
- C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.
- D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.
- E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.
- F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

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

**Cross References:** NB Policy 201 (Legal Status of the School Board)  
NB Policy 203 (Operation of the School Board – Governing Rules)  
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

JULY 2024

DATE	DONATION FROM	DONATION TO	AMOUNT	USE
7/12/24	Revive Chiropractic, PO Box 94, North Branch, MN 55056-0094	NBHS Athletics	<del>\$50.00</del> \$50.00	Softball Program-Sports Physical Donation