

Intermediate District 287

Responsive. Innovative. Solutions.

GENERAL MEETING OF THE BOARD – Regular

Thursday, January 28, 2021

6:30 PM @ Boardroom / Teleconference

1820 Xenium Ln N

Minneapolis, MN 55441-3790

AGENDA

Page #

1. CALL TO ORDER (Action)

The mission of Intermediate District 287 is to be the premier provider of innovative specialized services to ensure that each member district can meet the unique learning needs of its students.

2. APPROVAL OF GENERAL MEETING AGENDA (Action)

3. AUDIENCE OPPORTUNITY TO SPEAK (Information)

4. APPROVAL OF CONSENT AGENDA (Action)

- 1. Organizational Board Meeting Minutes from January 14, 2021 3
- 2. General Board Meeting Minutes from January 14, 2021 6
- 3. Routine Human Resources Activities for January 28, 2021 8

5. SHARE THE SUCCESS & RECOGNITION (Information)

- 1. Superintendent Sandy Lewandowski named National Alliance on Mental Illness (NAMI) Educator of the Year Award

6. SUPERINTENDENT'S REPORT - (45 minutes)

- 1. JUUL Lawsuit (Action) 12
Presentation by William Shinoff, an attorney with Frantz Law Group, APLC, a firm representing 200+ school districts in a lawsuit against JUUL Labs, Inc. related to its manufacturing and distribution of e-cigarettes. The Board will be asked to authorize the Superintendent to sign a contingency fee agreement to join the lawsuit.
- 2. 2021 Legislative Priorities (Information) 21
- 3. Update on District 287 Learning Plan (Information)
The superintendent will update the school board of learning plan changes.

7. INSTRUCTIONAL REPORT - None

8. BUSINESS SERVICES & LABOR RELATIONS REPORT - (15 minutes)

- 1. Facilities Report - None
- 2. Financial Report
 - 1. Approval of Routine Monthly Finance Report (Action) 23
Mae Hawkins, Executive Director of Business Services, will provide an overview of the December 2020 monthly finance reports, and the Board will be asked to approve it.
- 3. Human Resource Report - None

9. BOARD BUSINESS - (40 minutes)

- 1. Policy Review & Revision (Action) 36
 - 1. Title IX Policy 36
Anne Becker, General Counsel, will present the END 160 Title IX Policy (which, if adopted, would replace the emergency policy adopted on July 30) as a Second Read.
- 2. Board Reports
 - 1. Chair Report
 - 1. MSBA Workshop (Information)
The Board Chair will propose scheduling an MSBA workshop titled "Hiring the Right Superintendent" on February 25, 2021.
 - 2. Superintendent Contract (Information)
Chair Neville will provide an overview of the 2021-2022 Superintendent's new one-year contract.
 - 3. Superintendent Evaluation Options (Information) 51
 - 4. Hybrid Board Meeting Resolution (Resolution) 53

The school board will consider a resolution to change 287 school board meetings to an in-person/hybrid model.

- 2. AMSD Report
 - 1. January 2021 AMSD Connections Newsletter 56
 - 3. District News
 - 1. School Board Planning Calendar 60
 - 2. January 28, 2021, Board Event Calendar 65
 - 3. 2020-2021 Local 2209/Board Breakfast Schedule 66
 - 4. Once Around the Table
10. **ADJOURNMENT**

Recommended Action: Board Chair calls meeting adjourned @ _____ PM

DISTRICT 287 ORGANIZATIONAL BOARD MEETING
Intermediate District 287
January 14, 2021
MINUTES

1. CALL TO ORDER

The organizational meeting was called to order at 6:30 PM in the District Service Center and by the use of District 287 Teleconferencing. Board Director Marty recited the Intermediate District 287 mission statement, "The mission of Intermediate District 287 is to be the premier provider of innovative specialized services to ensure that each member district can meet the unique learning needs of its students".

Acting Chair Regina Neville expressed sad news of the loss of four of our current students. She expressed the Board's sincerest sympathy and condolences to the families and staff members who knew the students.

A Roll Call was taken, and a quorum was declared with 11 member districts represented and the following Board members in attendance:

286	Brooklyn Center	Ruthie Dallas
272	Eden Prairie	Adam Seidel
273	Edina	Regina Neville
270	Hopkins	Shannon Andreson
278	Orono	Michèle Kunz
279	Osseo	Jackie Mosqueda-Jones
280	Richfield	Crystal Brakke
281	Robbinsdale	Sam Sant
283	St. Louis Park	Anne Casey
284	Wayzata	Andrea Cuene
279	Westonka	Heidi Marty

Absent:

Guests: Steven Adams, Heather Douglas, Chris Elrod, and Jim Eichten

287 Administration: Sandra Lewandowski, Tonya Allen, Michelle Axell, Anne Becker, Melissa Brateng, Radium Guess, Mae Hawkins, Kim Helgeson, Rachel Hicks, Elisabeth Lodge Rogers, Chad Maxa, Ben Magras, Jon Voss, Gloria Wilder, and Wauneen Denson-Mgeni

287 Staff Members: Julie Tuorila

Board Chair Neville, Board members, and staff thanked departing Board members Adams and Douglass for their years of service on the 287 Board.

Board member Neville administered The Oath of Office to the attending new members S. Andreson and J. Mosqueda-Jones.

2. Approval of Organizational Meeting Agenda

The organizational meeting agenda was presented for approval. *Motion by Regina Neville, seconded by Michèle Kunz, approve the meeting agenda. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.*

3. Nominating Committee Report

Motion by Michèle Kunz, seconded by Andrea Cuene, to accept Regina Neville as Board Chair for January 2021 - December 2021 calendar as presented. No additional nominations. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Crystal Brakke, seconded by Heidi Marty, to accept Andrea Cuene as Board Vice-Chair for January 2021 - December 2021 calendar year as presented. No additional nominations. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Andrea Cuene, seconded by Anne Casey, to accept Crystal Brakke as Board Clerk for January 2021 - December 2021 calendar year as presented. No additional nominations. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Michèle Kunz, seconded by Andrea Cuene, to accept Ruthie Dallas as Board Treasurer for January 2021 - December 2021 calendar year as presented. No additional nominations. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

4. Organizational Business

The yearly Board meeting schedule was shared, using the format of the second and fourth Thursday of the month with the exception of July, April, August, November, and December, which were adjusted for Holidays and Winter/Spring Breaks. Dates for the year are: January 14, January 28, February 11 & 25, March 11 & 25, April 8, May 13 & 27, June 10 & 24, August 26, September 9 & 23, October 14 & 28, November 11, and December 9. *Motion by Andrea Cuene, second by Anne Casey, to approve the Board meeting*

schedule as presented. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Heidi Marty, second by Michèle Kunz, to waive the necessity to recite the Pledge of Allegiance. No discussion. Motion carried unanimously. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Andrea Cuene, second by Ruthie Dallas, to appoint Mae Hawkins as Assistant Treasurer & Authorization for Payment of Claims for the Board of Education for January 2021 - December 2021. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Andrea Cuene, second by Heidi Marty, authorizes Mae Hawkins or her designee to execute wire transfers on behalf of District 287 for January 2021 - December 2021. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Michèle Kunz, second by Anne Casey, to designate Minnesota School District Liquid Asset Fund Plus managed by PFM Asset Management, LLC; U. S. Bank Minneapolis; Wells Fargo Bank Minneapolis, Prudent Man Advisors (PMA) Financial Network managed by MNTrust, and Baker Tilly Municipal Advisors, LLC as financial institutions for depository/official depositories purposes for January 2021 – December 2021 and authorize the chairperson, clerk, and treasurer to sign the ‘certificate of authority’ for these institutions. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Sam Sant, second by Ruthie Dallas, to designate Sun Sailor #41- Wayzata; #43 - St Louis Park, Hopkins; #44 - Eden Prairie Sun Current; #45 - Edina; #47 - Richfield, Sun Post; #67 - Brooklyn Center; #68 - Robbinsdale, Press; #53 – Osseo, The Laker/Pioneer #61 Westonka, Orono, in addition when publication in a newspaper is not legally required – the district will use its public web page for posting of public notices and bids for January 2021 – December 2021. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Andrea Cuene, second by Heidi Marty, to designate a financial advisory service consultant on behalf of District 287 for January 2021 – December 2021. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Ruthie Dallas, second by Andrea Cuene, to designate appraisal services consultant on behalf of District 287 for January 2021 – December 2021. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Michèle Kunz, second by Anne Casey, to designate independent auditing firm on behalf of District 287 for January 2021 – December 2021. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Andrea Cuene, second by Ruthie Dallas, to designate actuarial services consultant on behalf of District 287 for January 2021 – December 2021. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

A resolution authorizing the Superintendent of Schools, the Executive Director of Business Services, and /or the Director of Finance to execute contracts for the January 2021 – December 2021 school year was brought forth. A resolution motion was made by Sam Sant, second by Ruthie Dallas, to waive the reading of the resolution and to authorize the Superintendent of Schools, the Executive Director of Business Services, and /or the Director of Finance to execute contracts on behalf of the District and is also authorized to execute contracts that have been previously approved by the Board. No discussion. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Resolution carried.

Motion by Andrea Cuene, seconded by Michèle Kunz, recommending that Anne C. Becker, General Counsel, and E. Jaynie Leung, independent contractors providing legal services to the Intermediate and other legal counsel selected by the Superintendent as necessary to conduct the business and protect the legal interests, of the District. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

Motion by Heidi Marty, seconded by Michèle Kunz, to wave the reading of the motion. No votes against. Motion carried unanimously. Motion by Andrea Cuene, seconded by Heather Douglass, recommending the approval of the Board Compensation. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.

A resolution appointing School District Responsible Authority for January 2021 – December 2021 calendar year. The Minnesota Department of Education (MDE) requires that school districts annually designate an Identified Official with Authority to comply with State Access Control Security Standard 1.0 which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user’s access to MDE secure systems for their local education agency (LEA). The Director recommends the Board authorize Sandra Lewandowski to act as the Identified Official with Authority (IOwA) and Wauneen Denson-Mgeni to act as the IOwA to add and remove names only for

Intermediate School District 287 0287-06. *Resolution motion by Anne Casey, seconded by Andrea Cuene, to waive the reading of the resolution and to appoint Sandra Lewandowski as to act as the Identified Official with authority for District 287 and she is hereby authorized to take all actions necessary to assure that all programs, administrative procedures, and forms used with District 287 are administered in compliance with the provision of the current Minnesota Statute. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Resolution carried.*

A resolution authorizing pertaining to Electronic Signatures for *January 2021 – December 2021* calendar year. Minnesota Statutes Section **325L.07 LEGAL RECOGNITION OF ELECTRONIC RECORDS, ELECTRONIC SIGNATURES, AND ELECTRONIC CONTRACTS**. Provides that “(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form” and “(d) If a law requires a signature, an electronic signature satisfies the law.” *Resolution motion by Andrea Cuene, seconded by Ruthie Dallas, to waive the reading of the resolution pertaining to Electronic Signatures. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Resolution carried.*

A board member roster containing contact information was shared with the Board. Members were asked to make any changes to the document and return it to Wauneen for finalization.

5. ADJOURNMENT

A motion was made by Ruthie, seconded by Dallas, to adjourn the organizational meeting. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried. Meeting adjourned at 7:14 PM.

Submitted by
Wauneen Mgeni
Secretary to the Board

Signed: Chair _____ Clerk _____

Date _____ Date _____

DISTRICT 287 GENERAL MEETING OF THE BOARD
Intermediate District 287
January 14, 2021
MINUTES

1. CALL TO ORDER

Chair Regina Neville called the general meeting to order at 7:15 PM in the District Service Center and by the use of District 287 Teleconferencing.

A Roll Call was taken, and a quorum was declared with 11 member districts represented and the following Board members in attendance:

286	Brooklyn Center	Ruthie Dallas
272	Eden Prairie	Adam Seidel
273	Edina	Regina Neville
270	Hopkins	Shannon Andreson
278	Orono	Michèle Kunz
279	Osseo	Jackie Mosqueda-Jones
280	Richfield	Crystal Brakke
281	Robbinsdale	Sam Sant
283	St. Louis Park	Anne Casey
284	Wayzata	Andrea Cuene
279	Westonka	Heidi Marty

Absent:

Guests: Chris Elrod and Jim Eichten

287 Administration: Sandra Lewandowski, Tonya Allen, Michelle Axell, Anne Becker, Melissa Brateng, Radium Guess, Mae Hawkins, Kim Helgeson, Rachel Hicks, Elisabeth Lodge Rogers, Chad Maxa, Ben Magras, Jon Voss, Gloria Wilder, and Wauneen Denson-Mgeni

287 Staff Members: Julie Tuorila

2. APPROVAL OF GENERAL MEETING AGENDA

The general meeting agenda was presented for approval. *Motion by Regina Neville, seconded by Heidi Marty, approve the meeting agenda. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.*

3. OPEN FORUM FOR COMMUNITY COMMENTS

Chris Elrod, a parent of a South Education Center student, addressed the Board.

4. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval. The Consent Agenda included the general meeting minutes from December 10, 2020, November 2020 Financial Report, and Assistive Technology & Professional Development Sub-Award with Metro ECSU. *Motion by Andrea Cuene, seconded by Sam Sant to approve the Consent Agenda as presented. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.*

5. SHARE THE SUCCESS & RECOGNITIONS

Board Chair Neville announced the Board Director Cuene was awarded the Minnesota School Board Association (MSBA) All-State School Board Award.

6. SUPERINTENDENT'S REPORT

Radium Guess, Director of Equity & Inclusion, presented a brief overview of 287's racial equity impact analysis tool. [Racial Equity Impact Analysis Tool](#)

7. INSTRUCTIONAL REPORT - None

8. BUSINESS SERVICES & LABOR RELATIONS REPORTS

Facilities Report – None

Financial Report

Jim Eichten from Malloy, Montague, Karnowski, Radosevich & Co. presented a summary of the FY20 Audit. *Motion by Sam Sant, seconded by Andrea Cuene, to approve the FY20 Audit as presented. All in favor. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.* Eichten also commended the finance department for the high quality of the financial data and adherence to the budget.

Human Resources Report - None

9. BOARD BUSINESS

Policy Review & Revision - None

Chair Report

Board Chair Neville announced Superintendent Lewandowski’s retirement as of June 30, 2022. Chair Neville made *a motion, seconded by Sam Sant, to accept with gratitude Superintendent Lewandowski’s retirement as of June 30, 2022, and that we begin a draft for a 2021-2022 contract at .75 FTE. Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried.*

AMSD Report

Board Director Cuene gave a brief update on the last AMSD meeting.

Once Around the Table

Board Chair Neville announced former Board Director Sherry Tyrrell was recognized for her years of service to Robbinsdale Public Schools. [Robbinsdale School Board Acknowledges Tyrrell’s Service](#)

10. ADJOURNMENT

A motion was made by Adam Seidel, seconded by Heidi Marty, to adjourn the meeting. The following voted in favor of the motion: Andreson, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Mosqueda-Jones, Neville, Sant, and Seidel. No votes against. Motion carried. Meeting adjourned at 8:48 PM.

The next general meeting will be held on January 28, 2021, at 6:30 PM in the District Service Center Boardroom and by Teleconference.

Submitted by
Wauneen Mgeni
Secretary to the Board

Signed: Chair _____

Clerk _____

Date _____

Date _____

ROUTINE HUMAN RESOURCES ACTIVITIES FOR THE INTERMEDIATE DISTRICT 287 SCHOOL BOARD
January 28, 2021

New Hires: Additional Position Due to Enrollment					
Name	Position	Department/Site	Effective Date	Salary Placement	FTE
Megan Petrowiak	Education Assistant	Itinerant	01/06/2021	Step 2, Lane 5	.875

New Hires: Open Position						
Name	Position	Department/Site	Reason for Opening	Effective Date	Salary Placement	FT E
Bobbi Cox	ASD Teacher	North Education Center	Replacement for temporary license	08/31/2020	Step 2, Lane 3	1.0
Anna Stiehm	Speech Language Pathologist	Itinerant	Replacement for K. Evans	11/20/2020	Step 11, Lane 5	1.0
Lisa Lane	Administrative Support V	Finance	Replacement for J. Sirota	01/04/2021	Step 3, Grade V	1.0
Lisa Nelson	Administrative Support IV	Student Information Services	Replacement for K. Ryks	01/06/2021	Step 3, Grade IV	1.0
Catherine Fensom	ASL Interpreter	Itinerant	Replacement for R. Johnson	01/06/2021	Step 3, Certified + BA	.875
Megan Westerheide	School Social Worker	South Education Center	Replacement	12/16/2020	Step 8, Lane 5	1.0
Bonnie Neitzer	Deaf/Hard of Hearing Teacher	Itinerant	Replacement for L. Ludford	12/09/2020	Step 11, Lane 5	1.0

Temporary Hiring Agreement: Assignments				
Name	Position	Department/Site	Effective Date	End Date
Kymerlee Cook	Interpreter	Itinerant	12/09/2020	02/26/21

Temporary Hiring Agreement: Tier 1 or Tier 2 Licenses

Name	Position	Department/Site	Reason for Opening	Effective Date	Salary Placement	FTE
Tier 1 Current Staff						
Joshua Harrison	Behavioral Intervention Specialist	Ann Bremer Education Center	Replacement for temporary license	08/31/2020	Step 6, Lane 1	1.0
Holly Peterson	Behavioral Intervention Specialist	North Education Center	Replacement for temporary license	08/31/2020	Step 11, Lane 1	1.0

Extended Leaves of Absence:

Name	Position	Department/Site	Effective Date	End Date	FTE
Jeffery Cain	Education Assistant	North Education Center	01/29/2021	06/11/2021	.875
Mitchell Prueher	Education Assistant	South Education Center	01/29/2021	06/11/2021	.875
Erin Lange	Instructor Social Studies	Hennepin Gateway Academy	01/29/2021	06/11/2021	1.0
Jimmie Heags	Clinical Professional	South Education Center	01/04/2021	06/11/2021	.2
Jayne Bennett	Instructor DCD/SP	Ann Bremer Education Center	12/09/2020	06/11/2021	1.0
Damar Grant	Education Assistant	South Education Center	01/04/2021	06/11/2021	.875
Berene Anderson	Education Assistant	North Education Center	01/11/2021	06/11/2021	.875
Targen Zarlee	Education Assistant	North Education Center	01/04/2021	06/11/2021	.875
Kiah Zelee	Education Assistant	North Education Center	12/15/2020	01/14/2021	.875
Tailana Blaylark	Instructor EBD	West Education Center	01/04/2021	06/11/2021	1.0
Boniface Diane	Education Assistant	North Education Center	01/04/2021	06/11/2021	.875
Bryce Merriman	School Social Worker	North Education Center	01/19/2021	02/05/2021	.5
Tamara Bussman	Program Facilitator	North Education Center	01/19/2021	04/09/2021	.2
Bobbi Cox	Education Assistant to accept a temporary teacher position	North Education Center	08/31/2020	06/11/2021	.875

Separations: Resignation				
Name	Position	Department/Site	Reason (if internal movement)	Effective Date
Mary Watkins	Licensed Behavior Support	South Education Center	Personal Reasons	01/29/2021
Ryan A Johnson	Interpreter	Itinerant Services	Personal Reasons	12/28/2020
Ternell Coleman	Education Assistant	Ann Bremer Education Center	Personal Reasons	12/22/2020
Koisey Hiama	Education Assistant	Ann Bremer Education Center	Personal Reasons	01/08/2021
Dana Cork	Education Assistant	North Education Center	Personal Reasons	01/05/2021
Marcell Branch	Education Assistant	North Education Center	Personal Reasons	01/25/2021
Matthew Wagner	Admin Support	Ann Bremer Education Center	Personal Reasons	01/01/2021
Shannon Wagner	Admin Support	District Service Center	Personal Reasons	01/29/2021

Separations: Retirements (Regular/Disability)			
Name	Position	Department/Site	Effective Date
Laura Shirley	Interpreter	Itinerant Services	06/10/2021
Candace Leopold	Instructor Medical Careers	Pathways Eden Prairie Campus	06/30/2021
Jayne Tiedemann	Principal	South Education Center	06/30/2021
Mary Eilers	Interpreter	Itinerant Services	06/11/2021
Glenda Kibat	School Nurse	South Education Center	06/14/2021
Nancy Sward	Education Assistant	Headway Academy South	06/11/2021
Vickie Nelson	Education Assistant	South Education Center	06/11/2021

Other:

RECOMMEND the Board's approval RECOMMEND the Board's approval to credit, Theresa Guthrie, Instructor Family & Consumer Sciences at Pathways Eden Prairie Campus, with twenty one (21) days of additional sick leave. These days have been donated by the staff members listed below who have authorized the District to reduce their individual sick leave balances by one (1) day.

Sarah Winkler	William Giese	Kimberly Mackenzie	Caroline Agre	Tracy Mooney
Tod Hoaby	Brent Maves	Barbara Becker	Cindy Barlage	Nancy Sullivan
Jon Fila	Glenda Kibat	Catherine Hoye	Lyla Peterson	Miriam Klane
Scott Wasser	Kara Johnson	Tim Yearneau	Julie Norman	Laura Bjorlin
Patti Sanner				

Other:

RECOMMEND the Board's approval RECOMMEND the Board's approval to credit, Jessica Dale, Blind and Visually Impaired Instruction for Itinerant Services, with two (2) additional days of sick leave. These days have been donated by the staff members listed below who have authorized the District to reduce their individual sick leave balances by one (1) day.

Jon Fila	Catherine Hoye			
----------	----------------	--	--	--

Other:

RECOMMEND the Board's approval of the following position appointment.

Danielle Berry	Assistant Principal	Care and Treatment	Grade 12	1.0 FTE
Cara Dagenais	Assistant Principal	North Education Center	Grade 12	1.0 FTE
Shannon Castro	Assistant Principal	West Education Center	Grade 12	1.0 FTE
Brian Burns	Assistant Principal	Ann Bremer Education Center	Grade 12	1.0 FTE

**INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION**

Regular Meeting – September 28, 2021

AGENDA SECTION: SUPERINTENDENT REPORT

ITEM: JUUL Lawsuit

PRESENTED BY: Anne Becker, General Counsel

1. Background Information

Frantz Law Group, APLC, is a firm representing 200+ school districts in a lawsuit against JUUL Labs, Inc. related to its manufacturing and distribution of e-cigarettes. JUUL manufactures 70% of e-cigarettes.

The District can join the lawsuit by signing a contingency fee agreement that requires payment only in the event that the District receives a monetary settlement. In no event would the District have pay a fee greater than the amount of the settlement it received.

District administration recommends joining the lawsuit because of the potential benefits that could be realized in terms of resources for vaping education, staff training, and deterrence. The Board will be asked to authorize the Superintendent to sign a contingency fee agreement to join the lawsuit.

2. Fiscal Impact/Funding Source: No fiscal impact to District funds. Any contingency fee that applied would come out of settlement dollars, if any.

3. RECOMMENDED ACTION: That the Board authorize the Superintendent to sign the contingency fee agreement to join the lawsuit as presented.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between the Intermediate District 287 (“Client” or “District”) and Frantz Law Group, APLC (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates Anne Becker, or his designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The District shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior District approval.

3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with JUUL® and Electronic Cigarette (e-cigarette) litigation ("Action"). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.

4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s

rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

For any recovery on or before December 31, 2020, twenty percent (20%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty percent (20%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from Defendants. However, if money recovered from Defendants is less than twenty percent (20%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants;

For any recovery after January 1, 2021, twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from Defendants. However, if money recovered from Defendants is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost; the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District; and (3) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate

nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The District agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non- monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation

Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Intermediate District 287 general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

7. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation

in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

8. DISCHARGE AND WITHDRAWAL.

A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in San Diego before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in San Diego, California, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.

10. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees

which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
12. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.
13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group

settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.

14. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by District and Attorneys.
15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

Print Name:
Frantz Law Group, APLC

Dated: _____

Sandy Lewandowski,
Superintendent
Intermediate District 287

2021 LEGISLATIVE PRIORITIES



TAKE ACTION TO PROACTIVELY MAKE SCHOOLS SAFER

Keep students and teachers safe by proactively intervening before safety concerns emerge. This involves increasing mental health services and offering specialized teacher training. We need to fully and permanently fund programs that are already showing results through the Safe Schools levy, professional development dollars, or innovative mental health funding.

ALLOW EXTENDED TIME REVENUE FOR STUDENTS IN ALL RESIDENTIAL TREATMENT FACILITIES

Ensure students in residential settings for chemical or mental health treatment have the same educational opportunities as their peers. We need to allow these students to access extended day programs so they can have a more complete high school experience.



ELIMINATE DISTRICT ADMINISTRATIVE RESPONSIBILITIES FOR STUDENTS IN RESIDENTIAL FACILITIES WHO ARE WARDS OF THE STATE

Reduce the financial responsibility of school districts by ensuring school districts are paid through tuition billing for educating students who are wards of the state.





TAKE ACTION TO PROACTIVELY MAKE SCHOOLS SAFER

Keeping everyone safe is our biggest responsibility, but we also need to meet all educational expectations. We're pretty good at it, but it gets harder every day because the need for our services continues to grow - both in the number of students we serve and in the level of support they require. **Critical incidents, assaults on staff, threats to schools, police interventions, and suicide attempts are not uncommon.** Our students deserve better. Public schools have become the frontline of children's mental health services and have become the de facto mental health system for children and youth, at least during the school day.

These students bring with them increasingly complex disabilities as well as extraordinary mental health needs. This trend is alarming, as schools do not have the funding for the necessary training, staff support, or specialized mental health services to serve in this capacity and prevent unsafe situations for students and staff. Temporary grant funds that the legislature awarded in 2017 are set to expire in the next few months.

We have pilot programs in place that are already showing results - students are avoiding hospitalization and costly county services, and they are able to engage in school more than ever before. But we cannot sustain these programs with temporary funding.

We propose that the legislature fully and permanently fund these programs. There are opportunities for meeting this need through the Safe Schools levy, professional development dollars, or innovative mental health funding.

ALLOW EXTENDED TIME REVENUE FOR STUDENTS IN ALL RESIDENTIAL TREATMENT FACILITIES

A residential care and treatment program does not have access to revenue for extended day programs like a typical high school or an Area Learning Center (ALC). This means that students with mental health needs in residential care cannot benefit from the broad curriculum opportunities available to their peers.



One residential program, Prairie Lakes Education Center in Willmar, has access to extended day revenue per MN Statute 126C.10 Subd 2a (b). Because of this funding, they are able to offer students options that other residential programs cannot.

We propose expanding extended day revenue to include all residential treatment programs in the state so that students enrolled can take part in the broad curriculum experiences they need for returning to high school or to graduate.

ELIMINATE DISTRICT ADMINISTRATIVE RESPONSIBILITIES FOR STUDENTS IN RESIDENTIAL FACILITIES WHO ARE WARDS OF THE STATE



When a student who is a ward of the state is enrolled in a residential treatment facility, the district where the facility is located is responsible to pay for the educational costs in the current year, even if this student has never attended a district school. Eighteen months later, the state reimburses the district. These high costs and cash flow delays put a significant burden on the district's finances and can risk their financial stability.

We propose the following:

- that documentation necessary regarding the status of a student being a ward of the state should be accepted from either a county authority or from actual court documents;
- that the educational costs for wards of the state be paid through tuition billing on a current year basis;
- that the payment be made directly to the serving district, thus eliminating the need for the district where the facility is located to be an intermediary for cash flow; and,
- that MDE pay the costs directly for students placed in a residential facility out of state.

INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION

Regular Meeting – January 28, 2021

AGENDA SECTION: **BUSINESS SERVICES REPORT**

ITEM: **Approval of Routine Monthly Finance Report**

PRESENTED BY: **Mae L. Hawkins, Executive Director of Business Services**

1. Background Information

The December Budget vs. Actual Reports are presented for Board information and review. These reports indicate that year-to-date revenue in all funds (excluding Funds 06 & 11) total \$54,698,689 or 46.2% of the Revenue Budget of \$118,364,143. Including Funds 06 & 11 year-to-date revenue in all funds total \$54,698,730 or 46.2% of the Original Revenue Budget of \$118,367,143. The District’s monthly revenue will continue to be based upon the cash payments we receive from MDE Special Education Uniform Tuition system and other state aids. Revenue will be made whole at the end of each fiscal year as we calculate all of our receivables and recognize the revenue receivable as part of the audit.

Year-to-date expenditures in all funds (excluding Funds 06 & 11) total \$41,954,402, or 35.8% of the Expenditure Budget of \$117,157,218. Including Funds 06 & 11 year-to-date expenditures in all funds total \$42,485,977, or 36.3% of the Original Expenditure Budget of \$117,188,718.

DDA

Attachments

2. Fiscal Impact/Funding Source: None

3. RECOMMENDED ACTION: The Board approve the Finance & Donation Report items as presented.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

DISTRICT 287
REVENUE COMPARISON

Month	2018 - 2019		2019 - 2020		2020 - 2021		2020 - 2021	
	Excluding Fund 06 & 11		Excluding Fund 06 & 11		Excluding Fund 06 & 11		Including Fund 06 & 11	
	\$	%	\$	%	\$	%	\$	%
July	5,073,225	4.8% ¹	22,526,381	19.5% ²	23,045,139	19.5% ³	23,045,139	19.5%
August	20,294,775	24.0% ¹	4,938,169	23.7% ²	4,992,183	23.7% ³	4,992,207	23.7%
September	4,841,445	28.6% ¹	6,849,779	29.6% ²	5,108,432	28.0% ³	5,108,449	28.0%
October	7,018,112	35.3% ¹	6,136,978	34.9% ²	8,500,611	35.2% ³	8,500,611	35.2%
November	6,834,842	41.8% ¹	6,188,449	40.3% ²	6,125,945	40.4% ³	6,125,945	40.4%
December	6,037,371	47.5% ¹	6,662,707	46.0% ²	6,926,379	46.2% ³	6,926,379	46.2%
January	6,910,324	54.0% ¹	9,383,971	54.1% ²				
February	4,571,800	58.4% ¹	5,422,778	58.8% ²				
March	5,703,543	63.8% ¹	3,026,005	61.4% ²				
April	7,964,899	71.3% ¹	7,430,333	67.8% ²				
May	6,802,888	77.8% ¹	5,048,705	72.2% ²				
June	26,324,759	102.7% ¹	30,577,603	98.6% ²				
TOTAL	108,377,983	102.7%	114,191,856	98.6%	54,698,689	46.2%	54,698,730	46.2%
BUDGET	105,486,754 ²		115,793,894 ³		118,364,143 ³		118,367,143	

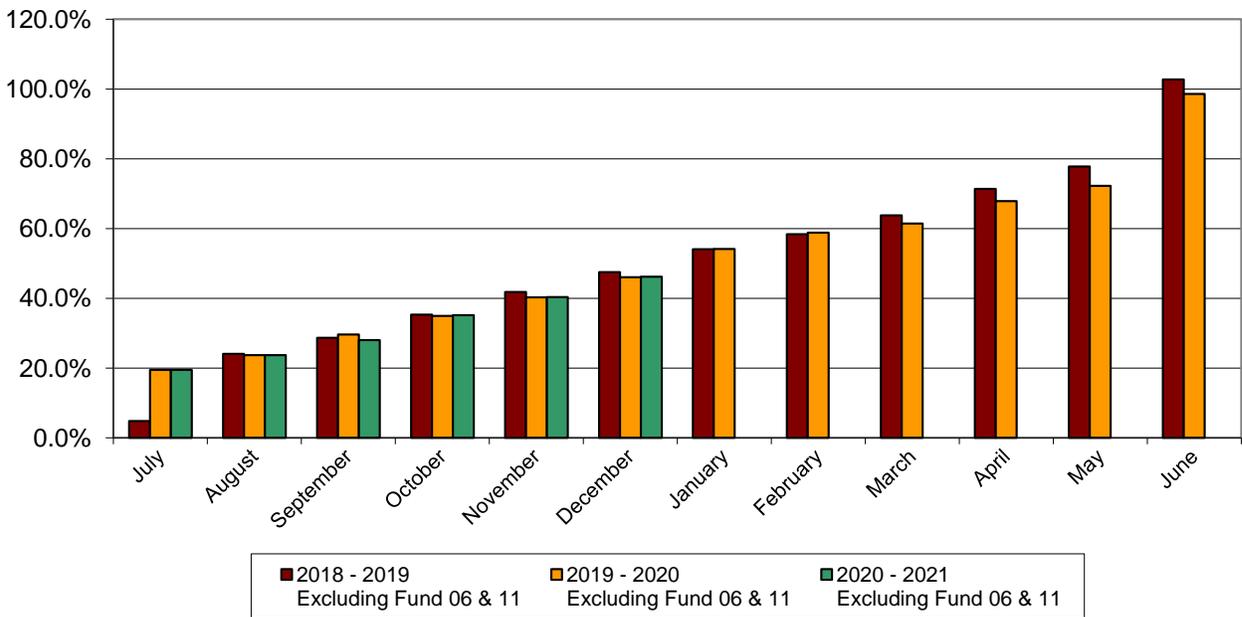
¹ excludes Funds 06 & 11 budgeted revenue of \$86,194

² excludes Funds 06 & 11 budgeted revenue of \$28,500

³ excludes Funds 06 & 11 budgeted revenue of \$3,000

REVENUE COMPARISON - ALL FUNDS

YTD REVENUE BY MONTH



_Board- Revenue/Expense Summary by Fund Report

December 2020-2021

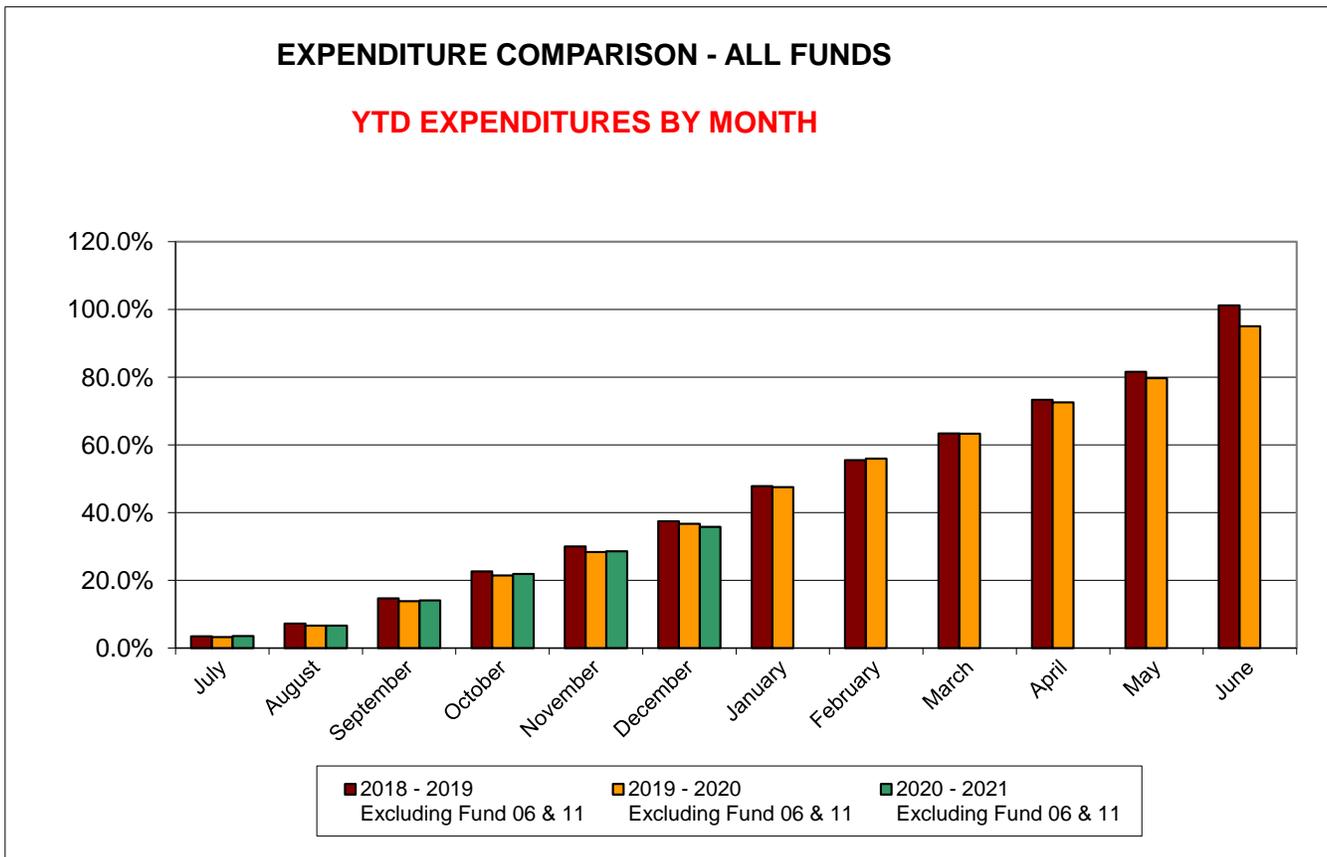
Intermediate District No. 287

Revenue Fund	Prior YE Act	Budget	MTD Activity	YTD Activity	% Used	YTD Unrealized
01 - GENERAL FUND	16,171,570.90	16,358,819.00	211,490.70	4,249,491.04	25.98%	12,109,327.96
02 - FOOD SERVICE FUND	655,165.24	858,260.00	30,369.00	60,060.01	7.00%	798,199.99
04 - COMMUNITY SERVICE FUND	0.00	0.00	0.00	0.00		0.00
06 - BUILDING CONSTRUCTION FUND	16,146.80	3,000.00	0.00	17.39	0.58%	2,982.61
07 - DEBT SERVICE FUND	11,453,901.00	8,245,757.00	-13,586.40	5,691,760.36	69.03%	2,553,996.64
08 - TRUST FUND	0.00	525,000.00	-200,615.20	0.00	0.00%	525,000.00
10 - SCHOLARSHIP FUND	1,396.36	2,048.00	0.00	-1,396.36	-68.18%	3,444.36
11 - EDGEWOOD LTFM BOND FUND	5,328.55	0.00	0.00	23.64		-23.64
12 - ALC - ACADEMIC FUND	12,272,216.34	12,210,255.00	7,184.56	1,855,059.20	15.19%	10,355,195.80
13 - CAREER & TECH FUND	1,613,475.01	1,443,225.00	0.00	1,088,736.20	75.44%	354,488.80
14 - SPECIAL EDUCATION FUND	58,662,856.62	64,790,279.00	5,559,945.20	35,108,448.02	54.19%	29,681,830.98
20 - INTERNAL SERVICE FUND	654,922.79	671,000.00	27,319.74	234,645.76	34.97%	436,354.24
21 - SELF HEALTH INSURANCE FUND	12,695,468.97	13,240,000.00	1,303,771.79	6,411,754.93	48.43%	6,828,245.07
51 - STUDENT CLUB FUND	10,882.62	19,500.00	500.00	129.83	0.67%	19,370.17
Total Revenue	114,213,331.20	118,367,143.00	6,926,379.39	54,698,730.02	46.21%	63,668,412.98

DISTRICT 287
EXPENDITURE COMPARISON

Month	2018 - 2019		2019 - 2020		2020 - 2021		2020 - 2021	
	Excluding Fund 06 & 11		Excluding Fund 06 & 11		Excluding Fund 06 & 11		Including Fund 06 & 11	
	\$	%	\$	%	\$	%	\$	%
July	3,661,446	3.5% ¹	3,679,480	3.2% ²	4,177,239	3.6% ³	4,138,601	3.5%
August	3,949,762	7.2% ¹	3,943,776	6.7% ²	3,598,620	6.6% ³	4,168,537	7.1%
September	7,863,523	14.7% ¹	8,172,502	13.8% ²	8,693,373	14.1% ³	8,695,873	14.5%
October	8,415,582	22.7% ¹	8,740,956	21.5% ²	9,144,055	21.9% ³	9,141,851	22.3%
November	7,702,984	30.0% ¹	7,836,546	28.3% ²	7,897,782	28.6% ³	7,897,782	29.0%
December	7,860,038	37.4% ¹	9,588,270	36.7% ²	8,443,333	35.8% ³	8,443,333	36.3%
January	10,915,198	47.8% ¹	12,328,880	47.5% ²				
February	8,120,424	55.5% ¹	9,612,601	55.9% ²				
March	8,290,525	63.4% ¹	8,426,944	63.3% ²				
April	10,492,071	73.3% ¹	10,518,060	72.5% ²				
May	8,715,407	81.6% ¹	8,227,221	79.7% ²				
June	20,620,822	101.2% ¹	17,517,170	95.1% ²				
TOTAL	106,607,783	101.2%	108,592,405	95.1%	41,954,402	35.8%	42,485,977	36.3%
BUDGET	105,377,256 ¹		114,246,965 ²		117,157,218 ³		117,188,718	

¹ excludes Funds 06 & 11 budgeted expenditures of \$5,685,666
² excludes Funds 06 & 11 budgeted expenditures of \$1,739,175
³ excludes Funds 06 & 11 budgeted expenditures of \$31,500



_Board- Revenue/Expense Summary by Fund Report

December 2020-2021

Intermediate District No. 287

Expenditure Fund	Prior YE Act	Budget	MTD Activity	YTD Activity	% Used	YTD Unrealized
01 - GENERAL FUND	15,628,978.42	17,181,031.00	1,307,209.72	8,202,564.62	47.74%	8,978,466.38
02 - FOOD SERVICE FUND	655,165.24	858,260.00	70,482.93	324,632.75	37.82%	533,627.25
04 - COMMUNITY SERVICE FUND	0.00	0.00	0.00	0.00		0.00
06 - BUILDING CONSTRUCTION FUND	870,505.31	31,500.00	0.00	409,249.22	1,299.20%	-377,749.22
07 - DEBT SERVICE FUND	9,918,818.73	6,591,795.00	3,500.00	1,754,500.24	26.62%	4,837,294.76
08 - TRUST FUND	0.00	525,000.00	-111,827.82	0.00	0.00%	525,000.00
09 - AGENCY FUND	0.00	0.00	0.00	0.00		0.00
10 - SCHOLARSHIP FUND	3,202.25	14,000.00	0.00	0.00	0.00%	14,000.00
11 - EDGEWOOD LTFM BOND FUND	313,141.15	0.00	0.00	122,326.11		-122,326.11
12 - ALC - ACADEMIC FUND	11,837,996.89	12,782,935.00	803,644.33	4,294,497.52	33.60%	8,488,437.48
13 - CAREER & TECH FUND	1,484,130.14	1,540,904.00	131,924.40	530,656.70	34.44%	1,010,247.30
14 - SPECIAL EDUCATION FUND	57,038,154.73	64,905,471.00	5,215,935.42	22,250,047.51	34.28%	42,655,423.49
20 - INTERNAL SERVICE FUND	565,031.25	695,000.00	48,552.87	268,004.49	38.56%	426,995.51
21 - SELF HEALTH INSURANCE FUND	9,463,129.37	12,036,000.00	973,528.29	4,328,831.55	35.97%	7,707,168.45
51 - STUDENT CLUB FUND	13,682.50	26,822.00	382.59	666.27	2.48%	26,155.73
98 - GENERAL FIXED ASSETS GROUP	1,984,115.89	0.00	0.00	0.00		0.00
Total Expenses	109,776,051.87	117,188,718.00	8,443,332.73	42,485,976.98	36.25%	74,702,741.02

Intermediate District 287

Responsive. Innovative. Solutions.

INTER-OFFICE MEMORANDUM

DATE: **January 14, 2020**

TO: Members of the School Board

FROM: Mae L. Hawkins, Executive Director of Business Services

RE: **Cash Report - December** Claims, Payroll, Receipts, and Investments

A. Recommendation: Request the Board approve payment of the items listed below:

1. A/P payments for: December 2020	Totaling	<u>\$</u>	<u>4,558,688.44</u>
a) Check #'s 106330 - 106543, 107500 - 107543			
and Wire Transfers - #'s 4000000742 - 400000765, 9000002421 - 9000002468			
2. Payroll for: December 2020	Totaling	<u>\$</u>	<u>3,018,006.78</u>
a) Check #'s n/a			
b) Direct Deposit #'s 9000056708 - 9000058650			
3. Receipts for: December 2020	Totaling	<u>\$</u>	<u>8,931,147.56</u>
a) Receipt #'s 20210482 - 20210564			
4. Invest. at end of mo. December 2020			
a) Fund 01 - General Fund		<u>\$</u>	<u>17,943,620.00</u>

This report has been prepared under the direction of Dave Anderson and is presented for approval by the School Board. Dave and I would be glad to answer any questions.

INSTITUTION	RATE OF RETURN (%)	PURCHASE DATE	MATURITY DATE	AMOUNT INVESTED
PMA - MNTrust Savings Deposit Account - Bell Bank	0.193			10,007,642.53
PMA - MNTrust Savings Deposit Account - Nexbank, SSB - IC	0.100			7,935,977.47
Total PMA - MNTrust Investments on Books				<u>17,943,620.00</u>

ACTIVITY DETAIL:

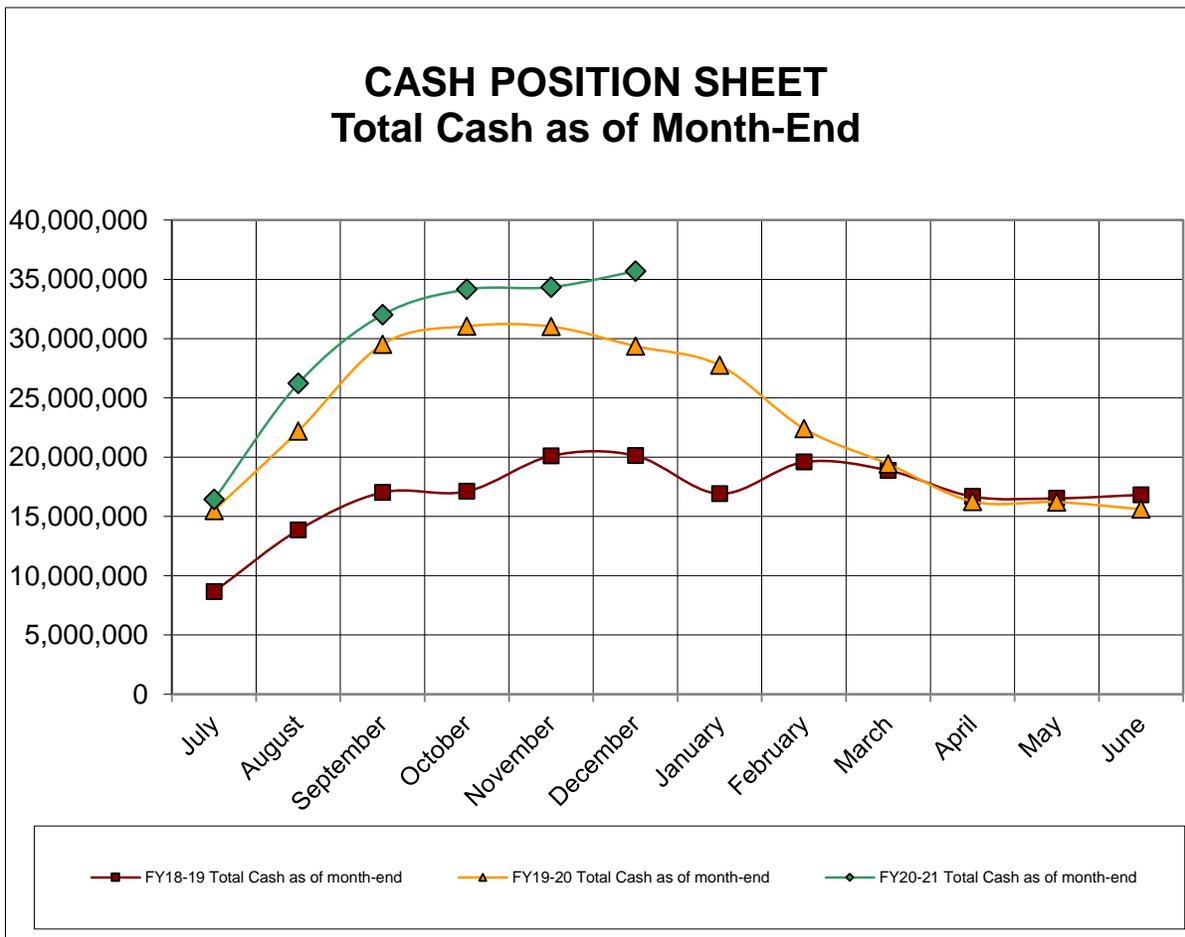
Investments on our Book at End of Prior Month	17,941,310.19
Current Month Activity	
Deposits	-
Withdrawals	-
Interest Earned - Recorded	2,309.81
Dividends Earned	-
Interest Earned - Not Recorded by Month-end	-
Total Investments at End of Month & Un-recorded Interest	<u>17,943,620.00</u>

Intermediate District 287

Cash and Investment Position Sheet- Monthly Total Net Cash- All Accounts

<u>Date</u>	<u>FY18-19 Total Cash as of month-end</u>	<u>FY19-20 Total Cash as of month-end</u>	<u>FY20-21 Total Cash as of month-end</u>
July	8,650,084	15,498,346	16,420,292
August	13,846,918	22,200,255	26,210,789
September	17,025,466	29,515,756	32,002,725
October	17,107,992	31,046,296	34,140,570
November	20,101,928	31,013,291	34,331,406
December	20,124,817	29,361,403	35,688,169
January	16,913,533	27,748,108	
February	19,582,971	22,407,221	
March	18,883,841	19,426,171	
April	16,676,837	16,262,715	
May	16,525,923	16,209,940	
June	16,820,579	15,614,833	

- Includes Self-Funded Insurance Cash Balances.



INTERMEDIATE DISTRICT 287
DECEMBER 2020 ACTIVITY

ELECTRONIC TRANSFERS IN:

DATE	TO	AGENCY	RECEIPT #	AMOUNT	DESCRIPTION
12/3/2020	MSDLAF	APPLE CLICS	20210536	42.99	APPLE CLICS OCTOBER 2020
12/7/2020	MSDLAF	ERATE	20210537	101,124.16	ERATE DEPOSIT - TEKSTAR, COMCAST
12/9/2020	MSDLAF	HENNEPIN TECHNICAL COLI	20210538	1,840.25	BADGE PRINTER REPLACEMENT
12/9/2020	MSDLAF	MN STATE MMB	20210539	827,327.99	MA 3RD PARTY BILLING REVENUE
12/10/2020	MSDLAF	COBRA	20210540	27,851.79	COBRA DECEMBER PAYMENTS
12/10/2020	MSDLAF	MN STATE MMB-FNS	20210541	3,516.54	CHILD NUTRITION NOV 2020 - ABEC
12/10/2020	MSDLAF	MN STATE MMB-FNS	20210542	1,487.67	CHILD NUTRITION NOV 2020 - HEADWAY NORTH
12/10/2020	MSDLAF	MN STATE MMB-FNS	20210543	8,838.62	CHILD NUTRITION NOV 2020 - NEC
12/10/2020	MSDLAF	MN STATE MMB-FNS	20210544	11,099.50	CHILD NUTRITION OCT/NOV 2020 - SEC
12/10/2020	MSDLAF	MN STATE MMB-FNS	20210545	5,426.67	CHILD NUTRITION OCT/NOV 2020 - WEC
12/10/2020	MSDLAF	GIVE MN	20210546	250.00	GIVE MN DONATION
12/15/2020	MSDLAF	MN STATE MMB	20210547	4,624,718.03	IDEAS GEN ED, SP ED
12/17/2020	MSDLAF	MN DEPT OF EDUCATION-03	20210548	64,239.74	CORONAVIRUS RELIEF
12/17/2020	MSDLAF	HENNEPIN COUNTY	20210549	1,516.97	CHILD CARE ASSISTANCE NEC
12/22/2020	MSDLAF	HENNEPIN COUNTY	20210550	379.88	CHILD CARE ASSISTANCE NEC
12/23/2020	MSDLAF	ERATE	20210551	44,370.68	ERATE DEPOSIT - WORKS COMPUTING
12/23/2020	MSDLAF	MN STATE MMB	20210552	69,497.90	MA 3RD PARTY BILLING REVENUE
12/30/2020	MSDLAF	APPLE CLICS	20210553	11.02	APPLE CLICS NOVEMBER 2020
12/30/2020	MSDLAF	MN STATE MMB	20210554	44,749.70	IDEAS GEN ED
12/31/2020	MSDLAF	HENNEPIN COUNTY	20210555	276.39	CHILD CARE ASSISTANCE NEC
12/31/2020	MSDLAF	MSDLAF	20210556	332.00	INTEREST EARNED DECEMBER 2020
12/31/2020	MSDLAF	SQUARE - BREMER BEAN SH	20210557	242.59	DECEMBER STORE SALES
12/31/2020	MSDLAF	SQUARE - JITTERBUG NEC	20210558	(5.00)	DECEMBER STORE SALES
12/31/2020	MSDLAF	SQUARE - COMMON GROUN	20210559	8.47	DECEMBER STORE SALES
12/31/2020	MSDLAF	MERCHANT SERVICES - ABE	20210560	35.00	STUDENT DEFERRED REVENUE
12/31/2020	MSDLAF	MERCHANT SERVICES - WEI	20210561	50.00	STUDENT DEFERRED REVENUE
12/31/2020	MSDLAF	PAYPAL	20210562	5,155.14	DECEMBER TUITION
12/31/2020	MSDLAF	MINNEAPOLIS ISD 001-03	20210563	250.00	FERMI MATH
12/31/2020	MSDLAF	MINNEAPOLIS ISD 001-03	20210564	(250.00)	FERMI MATH PAID THROUGH PAYPAL
MTD TOTALS				5,844,384.69	

INTERMEDIATE DISTRICT 287
DECEMBER 2020 ACTIVITY

WIRE TRANSFERS OUT:

DATE	FROM	AGENCY	WIRE #	AMOUNT	DESCRIPTION
12/3/2020	MSDLAF	HealthPartners	4000000742	174,804.37	HPAI Claims
12/7/2020	MSDLAF	Bank of Montreal	4000000743	53,849.58	P-Card Expense
12/10/2020	MSDLAF	121 Benefits	4000000744	9,749.70	Flex Spending Monthly Invoice
12/10/2020	MSDLAF	HealthPartners	4000000745	142,673.36	HPAI Claims
12/10/2020	MSDLAF	US Bank	9000002421-9000002438	4,152.87	Staff Reimbursements
12/15/2020	MSDLAF	BPAS	4000000746	69,988.77	Veba
12/15/2020	MSDLAF	Educators Benefit Consultants	4000000747	107,192.15	403b Retirement
12/15/2020	MSDLAF	MN Dept of Revenue	4000000748	88.77	State Taxes
12/15/2020	MSDLAF	MN Dept of Revenue	4000000749	85,382.13	State Taxes
12/15/2020	MSDLAF	Public Employees Retirement	4000000750	123,661.86	Pera
12/15/2020	MSDLAF	Teachers Retirement Assn	4000000751	209,316.49	Tra
12/15/2020	MSDLAF	US Bank	4000000752	512,479.82	Federal Taxes
12/15/2020	MSDLAF	US Bank	9000056708-9000057678	1,494,518.63	Payroll
12/17/2020	MSDLAF	HealthPartners	4000000753	1,046.71	HEALTHPARTNERS
12/17/2020	MSDLAF	HealthPartners	4000000754	166,277.90	HPAI Claims
12/17/2020	MSDLAF	Cash Management Services	4000000755	158.55	Cash Management Services
12/23/2020	MSDLAF	HealthPartners	4000000763	151,528.60	HPAI Claims
12/23/2020	MSDLAF	US Bank	9000002439-9000002468	3,552.29	Staff Reimbursements
12/30/2020	MSDLAF	BPAS	4000000756	70,329.24	Veba
12/30/2020	MSDLAF	Educators Benefit Consultants	4000000757	83,618.39	403b Retirement
12/30/2020	MSDLAF	MN Dept of Revenue	4000000758	88.77	State Taxes
12/30/2020	MSDLAF	MN Dept of Revenue	4000000759	89,601.80	State Taxes
12/30/2020	MSDLAF	Public Employees Retirement	4000000760	127,374.88	Pera
12/30/2020	MSDLAF	Teachers Retirement Assn	4000000761	214,690.27	Tra
12/30/2020	MSDLAF	US Bank	4000000762	531,945.27	Federal Taxes
12/30/2020	MSDLAF	HealthPartners	4000000764	218,995.80	HPAI Claims
12/30/2020	MSDLAF	121 Benefits	4000000765	36,005.70	Flex Spending Account Payments
12/30/2020	MSDLAF	US Bank	9000057736	(1,127.27)	Payroll
12/30/2020	MSDLAF	US Bank	9000058650	1,127.27	Payroll
12/30/2020	MSDLAF	US Bank	9000057679-9000058649	1,523,488.15	Payroll

MTD TOTALS

6,206,560.82

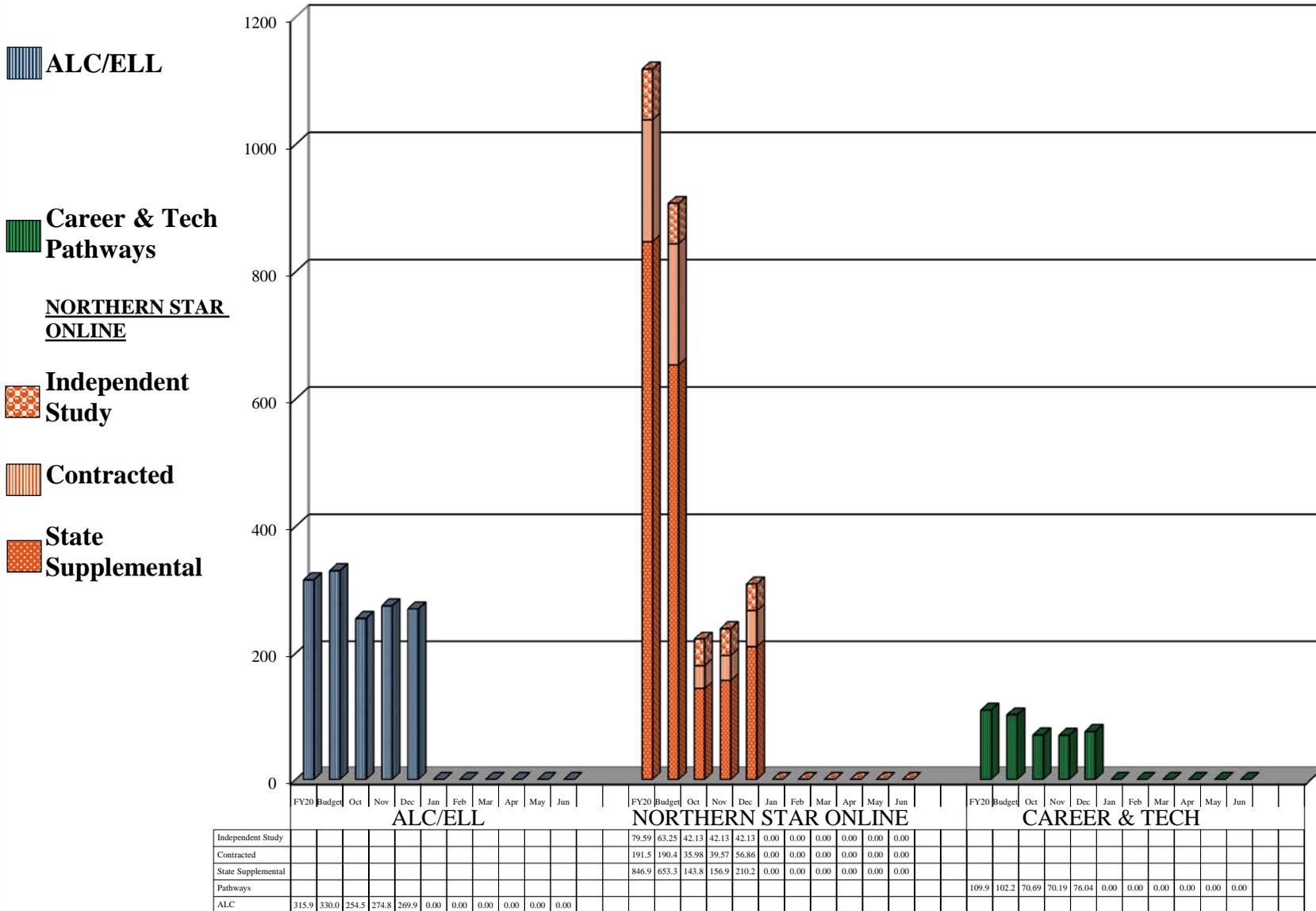
Intermediate District 287

2020-21 Monthly Program ADM Data by Division

Internal and School Board Use Only - Includes Director Planned ADMs

Includes member and non-member districts

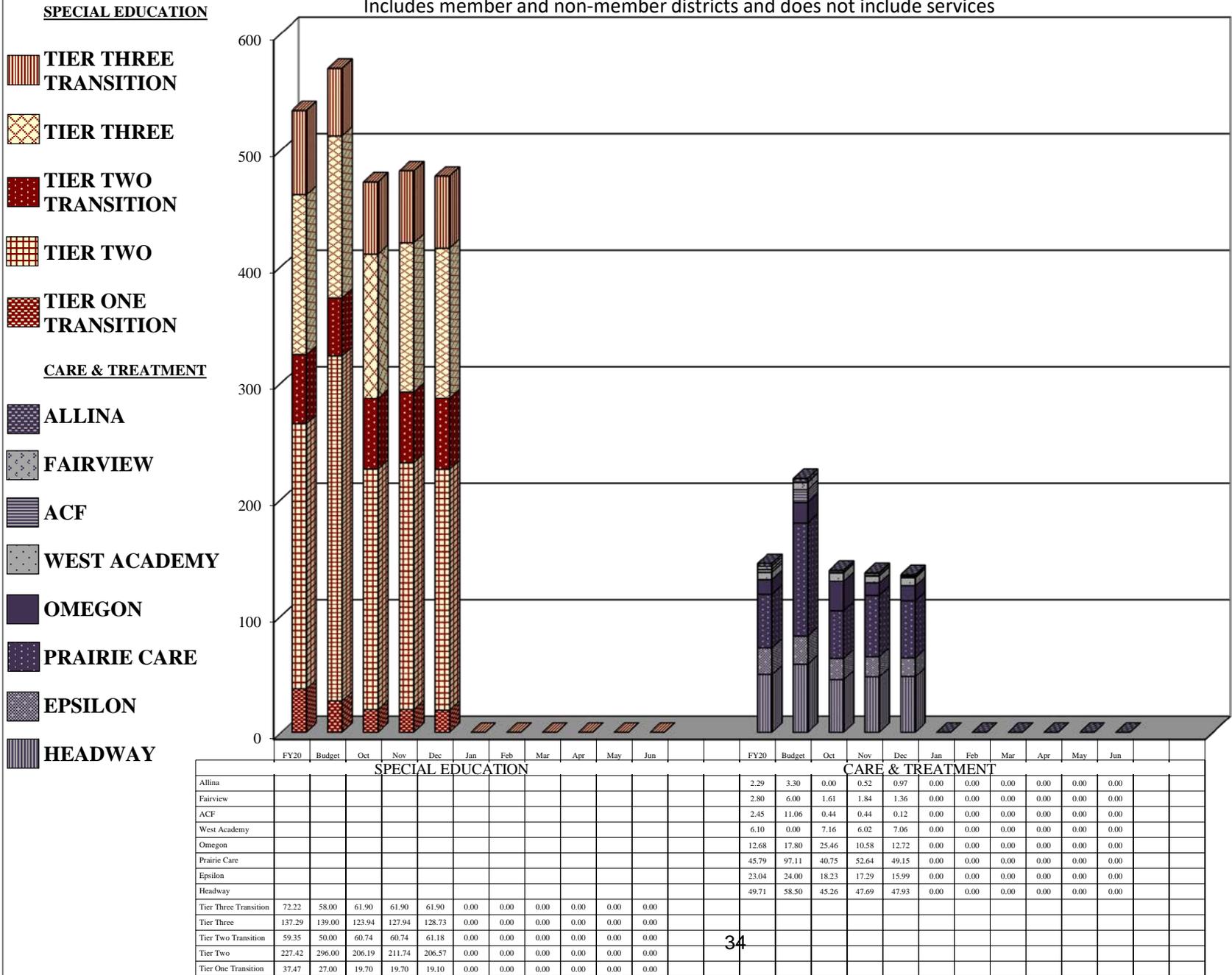
Does not include 287 ADMs attending Pathways and does not include services



Intermediate District 287

2020-21 Monthly Program ADM Data by Division

Internal and School Board Use Only - Includes Director Planned ADMs
Includes member and non-member districts and does not include services



**DONATION REPORT
INTERMEDIATE DISTRICT 287
2020-2021**

DECEMBER 2020

DONATION DATE	DESCRIPTION	VIN#	EST VALUE	DONOR	CAMPUS	PROGRAM
10/10/20	CALCULATORS & TIMERS		\$23.00	ALLEN, TONYA	ALL	LITERACY KITS
11/10/20	MCDONALDS GIFTS CARDS & WELLNESS ITEMS		\$312.90	ALLEN, TONYA	ALL	STAFF WELLNESS PROGRAM
12/2/20	SMALL WALKER/GAIT TRAINER		NONE PROVIDED	AMHERST H. WILDER FOUNDATION	DSC	ITINERANT
12/27/20	BOOKS, GAMES, TIMERS, TIP SHEETS		\$1,499.29	BICA	ALL	MENTAL HEALTH, SEL, PBIS
12/14/20	2003 CHEVROLET IMPALA	2G1WF52E039405695	\$700.00	GRAHAM, ROBERT	HTC/EP	AUTO TECH
12/7/20	HAND SANITIZER, 247 CASES & FACE MASKS, 120 CASES		\$35,990.19	PRODUCTION AUTOMATION CORP	ALL	HEALTH & SAFETY
12/15/20	GAIT TRAINER		NONE PROVIDED	RAMSDEN, SHERRI	DSC	ITINERANT
		TOTAL:	\$38,525.38			

INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION

Regular Meeting – September 28, 2021

AGENDA SECTION: BOARD BUSINESS

ITEM: Title IX Policy

PRESENTED BY: Anne Becker, General Counsel

1. Background Information

The END 160 Title IX Policy is presented for a second read and approval. A motion is necessary to approve this policy as presented.

2. Fiscal Impact/Funding Source:

3. RECOMMENDED ACTION: The Board approves the END 160 Title IX Policy as presented.

Motion by: _____ Yes ___ Passed ___

Second by: _____ Yes ___ Failed ___

Abstentions: _____

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

DISTRICT POLICY

SECOND READ

POLICY SERIES: Equity and Nondiscrimination

SUBJECT: Title IX

BOARD APPROVED: July 30, 2020

REVISION DATE: January 28, 2021

END160 **Title IX**

I. PURPOSE

The purpose of this policy is to comply with the U.S. Department of Education's final 2020 regulations implementing Title IX of the Education Amendments of 1972, which protects people from discrimination based on sex, including sexual harassment, in education programs or activities. Title IX states that:

No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

II. GENERAL STATEMENT OF POLICY

- A. The District does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
 - B. The District prohibits sexual harassment that occurs within its education programs and activities. When the District has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
 - C. This policy applies to sexual harassment that occurs within the District's education programs and activities and that is committed by a District employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the District's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the District's education programs or activities.
-

- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The District's Title IX Coordinator is: the Director of Human Resources, who can be reached at 763-550-2114, hr@district287.org, or 1820 Xenium Lane N., Plymouth, MN 55441.

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is July 30, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

III. DEFINITIONS

- A. "Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or to any employee of the District. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the District with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint. is an individual who is alleged to be the victim of conduct that could constitute sex discrimination, including sexual harassment.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the District office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The District is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" includes locations, events, or circumstances over which the District exercised substantial control over both the respondent and the context in which the sex discrimination occurred.
- F. "Formal complaint" is a document that is either filed by the complainant or written and/or signed by the Title IX Coordinator alleging sex discrimination, including sexual harassment, against a respondent, and requesting that the District investigate the allegation. A formal complaint triggers the Grievance Process described in Section IV.

A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

Third parties are strongly encouraged to report sex discrimination, including sexual harassment, even though such reports do not constitute a formal complaint. Employees are required to report sex discrimination.

- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. “Preponderance of the evidence” is a standard of proof which requires evidence that establishes that it is at least “more likely than not” that alleged conduct occurred. This is the standard of proof adopted by the District.
- I. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- J. “Remedies” are actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible for sex discrimination. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- K. “Respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sex discrimination, including sexual harassment.
- L. “Sexual harassment” is defined under Title IX as conduct on the basis of sex that consists of:
 - 1. An employee conditioning an individual’s receipt of aid, benefit, or service on that individual’s participation in unwelcome sexual conduct (quid pro quo);
 - 2. Unwelcome conduct that a reasonable person would find “so severe, pervasive, and objectively offensive” that it effectively denies a person equal access to the school’s education program or activity; or
 - 3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- M. “Standard (or burden) of proof” is the amount of evidence required to prove something.
- N. “Supportive measures,” which may be put into place with or without a formal complaint, are individualized services reasonably available that are non-punitive, non-disciplinary, and not unreasonably burdensome to the other party while designed to ensure equal educational access, protect safety, and/or deter sexual harassment.
- O. “Title IX personnel” means any person who addresses, works on, or assists with the District’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. “Title IX Coordinator” means an employee of the District who coordinates the District’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a District employee, or a third party designated by the District.
3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a District employee, or a third party designated by the District.
5. The superintendent of the District may delegate functions assigned to a specific District employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The District may also, in its discretion, appoint suitably qualified persons who are not District employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

IV. GRIEVANCE PROCESS

- A. Equitable Treatment
 1. The District shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
 2. The District will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
 3. The District will provide appropriate remedies to the complainant any time a respondent is found responsible.
- B. Objective and Unbiased Evaluation of Complaints
 1. Title IX Personnel shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
 2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person’s status as a complainant, respondent, or witness.

- C. **Assumption of Non-Responsibility During Grievance Process**
Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- D. **Confidentiality**
The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).
- E. **Right to an Advisor; Right to a Support Person**
Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.
- A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.
- F. **Notice**
The District will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided enough in advance to allow sufficient time for the party to prepare to participate.
- G. **Consolidation**
The District may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the District will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The District shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the District obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the District and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when District employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the District within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the District.
4. The District will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the District.
5. Although the District strives to adhere to the timelines described above, in each case, the District may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening District holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the District may provide a complainant and disciplinary sanctions that the District might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the District buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the

superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies. The discipline of a student-respondent must comply with the applicable provisions of the Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEIA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

V. REPORTING PROHIBITED CONDUCT

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent/guardian of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the District who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the District may report the alleged conduct to law enforcement authorities. The District encourages complainants to report criminal behavior to the police immediately.

VI. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures with or without the filing of a formal complaint, consider the complainant's wishes with respect to supportive measures, and explain to the complainant the process for filing a formal complaint.
- B. The District will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The District must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the District under this policy unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

- D. Upon receipt of a formal complaint, the District must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident(s), if known;
 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
 6. A copy of this policy.

VII. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The District may remove a student-respondent from an education program or activity of the District on an emergency basis before a determination regarding responsibility is made if:
 - a. The District undertakes an individualized safety and risk analysis;
 - b. The District determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The District determines the student-respondent poses such a threat, it will notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related District policies. The District must take into consideration applicable requirements of the Individuals with Disabilities Education Improvement Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The District may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The District must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VIII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the District at the District's discretion, but only after a formal complaint has been received by the District.
- B. The District may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a District employee sexually harassed a student.
- D. The District will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The District will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

IX. DISMISSAL OF A FORMAL COMPLAINT

- A. Under federal law, the District must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
 - 1. Would not meet the definition of sexual harassment, even if proven;
 - 2. Did not occur in the District's education program or activity; or
 - 3. Did not occur against a person in the United States.
- B. The District may, in its discretion, dismiss a formal complaint or allegations therein if:
 - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
 - 2. The respondent is no longer enrolled or employed by the District; or
 - 3. Specific circumstances prevent the District from gathering sufficient evidence to reach a determination.
- C. The District shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the District from addressing the underlying conduct in any manner that the District deems appropriate.

X. INVESTIGATION OF A FORMAL COMPLAINT

- A. If a formal complaint is received by the District, the District will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the District decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the District must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The District will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

XI. DETERMINATION REGARDING RESPONSIBILITY

- A. After the District has sent the investigative report to both parties and before the District has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the

evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;
 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 3. Findings of fact supporting the determination;
 4. Conclusions regarding the application of the District's policies and procedures to the facts;
 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the District imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the District to the complainant; and
 6. The District's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XII. APPEALS

- A. The District shall offer the parties an opportunity to appeal a determination regarding responsibility or the District's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
 2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the District, the District will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-makers, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

- C. After reviewing the parties' written statements, the Appellate Decision-makers must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-makers is final. No further review beyond the appeal is permitted.

XIII. RETALIATION PROHIBITED

- A. Neither the District nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for policy or procedure violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, is strictly prohibited and a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of District policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIV. TRAINING

- A. The District shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
 - 1. The Title IX definition of sexual harassment;
 - 2. The scope of the District's education program or activity;
 - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
 - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
 - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
 - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel are posted on the District's website.

XV. DISSEMINATION OF POLICY

- A. This policy shall be made available to all students, parents/guardians of students, District employees, and employee unions.
- B. The District shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work email address on its website and in each handbook that it makes available to parents/guardians, employees, students, unions, or applicants.
- C. The District must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the District, with the following:
 - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
 - 2. Notice that the District does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
 - 3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
 - 4. Notice of the District's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the District will respond.

XVI. RECORDKEEPING

- A. The District must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document:
 - 1. The basis for the District's conclusion that its response to the report or formal complaint was not deliberately indifferent;
 - 2. The measures the District has taken that are designed to restore or preserve equal access to the District's education program or activity; and
 - 3. If the District does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
 - 4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

- B. The District must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
 2. Any appeal and the result therefrom;
 3. Any informal resolution and the result therefrom; and
 4. All materials used to train Title IX Personnel.

Legal References:

Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)

Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)

Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)

34 C.F.R. Part 106 (Implementing Regulations of Title IX)

20 U.S.C § 1400, et seq. (Individuals with Disabilities Education Improvement Act of 2004)

29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)

42 U.S.C. § 12101, et seq. (Americans with Disabilities Act of 1990, as amended)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)

20 U.S.C. § 1092 et seq. (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))

Cross References:

END120 Harassment & Violence

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

UNIFORM PROCEDURE

SUBJECT: Superintendent Evaluation
RELATES TO POLICY SERIES: Board Officers & Operations
BOARD APPROVED: April 26, 2012
REVISION DATE: April 26, 2012

BOO 1040 Superintendent Evaluation

I. PURPOSE

The Board is responsible for evaluating the performance of the Superintendent. The Superintendent Performance Evaluation process described below is intended to develop and continue a positive, cooperative and productive working relationship between the Board and the Superintendent.

II. EVALUATION PROCESS

The Intermediate District 287 Board shall conduct an annual evaluation of the Superintendent's job performance. The Superintendent's job performance will be measured systematically and rigorously against the Board's expectations for:

- A. Administrative/Managerial Leadership;
- B. Development, implementation and outcomes of the Strategic Plan; and
- C. Accomplishment of Superintendent Goals, as approved by the Board.

III. EVALUATION PLANNING MEETING

- A. By September 1 of each year, the Superintendent and the Board Chair shall meet. During this meeting the Superintendent and Board Chair will:
 - 1. Affirm the mutually agreed on evaluation process.
 - 2. Schedule the evaluation timeline(s) for the year.

IV. OPTION FOR MID-YEAR EVALUATION MEETING

- A. The Board and the Superintendent **may** meet for the purposes of a mid-year evaluation.
- B. If the mid-year Superintendent Evaluation meeting is closed, the Board Chair or designee shall prepare a summary of the meeting and present it at the next regular meeting of the Board.

V. PREPARATION FOR FINAL EVALUATION MEETING

- A. By May 1 of each year, the Superintendent shall provide the Board with a written summary in response to each question on the evaluation survey.
- B. All Board members shall fill out the evaluation instrument individually.
- C. The Board Chair, or designee, shall compile the individual assessments into a composite appraisal. Each Board member and the Superintendent shall receive a copy of the composite appraisal.

VI. FINAL EVALUATION MEETING

- A. By June 30 of each year, the Superintendent and the Board Chair shall hold a final evaluation meeting to evaluate the Superintendent's performance based on the composite appraisal and the Superintendent's written summary. The Board Chair may elect to have additional Board officers in the evaluation meeting.
- B. The Board Chair or designee shall prepare a summary of the meeting and present it at the next regular meeting of the Board.

Minnesota Statute 13D.05, Subd. 3(a)

A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting.

Minnesota Department of Administration Advisory Opinion 02-021

How a public body approaches the evaluation will determine exactly which data it should summarize. The public body should carefully review the specific points it established in reaching a conclusion about the performance evaluation. Clearly, the language of the Open Meeting Law indicates that the governing body ought to summarize each salient point of the evaluation so that the public is given the opportunity to get the best possible sense of the performance - good, bad or indifferent - of the public employee.

INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION

Regular Meeting – January 28, 2021

AGENDA SECTION: BOARD BUSINESS

ITEM: Second Resolution for Hybrid Board Meetings

PRESENTED BY: Board Chair Neville

1. Background Information

At the November 12, 2020 Board meeting, due to a surge in COVID-19 rates, the Board passed a resolution to move from a hybrid Board meeting format, in which some Board members would attend the meeting in person in the Boardroom at the District Service Center, and others would continue to meet by telephone or other electronic means, to a format where all Board members would attend meetings by telephone or other electronic means.

With the return of staff and students to school, it is appropriate for the Board to return to a hybrid meeting model as described above. There is a resolution on the January 28 Board agenda concerning this proposed change.

2. Fiscal Impact/Funding Source: None

3. RECOMMENDED ACTION: The Board approves the Second Hybrid Board Meeting resolution, as presented.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

Member _____ introduced the following resolution and moved its adoptions:

**SECOND RESOLUTION APPROVING INTERMEDIATE
DISTRICT 287 HYBRID BOARD MEETINGS CONSISTING OF
IN-PERSON ATTENDEES AND ATTENDEES BY TELEPHONE
OR OTHER ELECTRONIC MEANS UNTIL FURTHER NOTICE**

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 (novel coronavirus) a pandemic;

WHEREAS, the President of the United States declared on March 13, 2020, that effective March 1, COVID-19 was a national emergency;

WHEREAS, on March 13, 2020, Governor Walz issued Executive Order 20-01 and declared a peacetime emergency because the COVID-19 pandemic threatens the lives of Minnesotans;

WHEREAS, Minnesota Statutes Section 13D.021 permits school boards to hold meetings by telephone or other electronic means because of a health pandemic, under certain conditions, all of which are met as evidenced below;

WHEREAS, on November 12, 2020, the Board passed a resolution for Board meetings by Telephone or Other Electronic Means until further notice;

WHEREAS, at the January 28, 2021 Board meeting, after the Board Chair determined that it was practical and prudent, the Board adopted a resolution moving to hybrid Board meetings with the option for some Board members to attend the meeting in-person and some Board members by telephone or other electronic means;

WHEREAS, under a hybrid meeting model, the combination of in-person attendance and attendance by telephone or other electronic means will permit all Board members, regardless of physical location, to hear one another and to hear all discussion and testimony; and

WHEREAS, all votes will be conducted by roll call and documents requiring a signature will be signed by in-person if possible, or by electronic signature.

BE IT RESOLVED by the School Board of Intermediate District 287, State of Minnesota as follows:

1. Due to the current federal and state emergency declarations and guidance about limiting person-to-person contact due to the COVID-19 pandemic, all meetings of the Intermediate District 287 Board will be conducted in a hybrid format: with some members attending in person and others attending remotely in accordance with Minnesota Statutes 13D.021 – Meetings by Telephone or Other Electronic Means, until further notice.
2. Following Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health guidance, it is feasible for at least one Board member and/or the superintendent to be physically present at the regular meeting location. The Boardroom at the District Service Center, which is the regular meeting location, is limited to a total of 12 people in order to allow for social distancing.
3. The public may provide testimony at Board meetings by filling out the Request Form for Audience Participation Time, submitting it prior to the start of the Board meeting, and attending the meeting in person to provide input themselves, assuming that there is sufficient space for social distancing. Alternatively, the public may fill out the Virtual Meeting Request Form for Written Input and submit it by 4:30 on the day of the Board meeting; the written testimony will be read by a member of the administration.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof: _____ and the following voted against the same: _____.

Whereupon said resolution was declared duly passed and adopted.

January 2021
vol 18 ♦ no 4

Focus on Outdoor Learning at Rockford Middle School

January 29, 2021*
Executive/Legislative Committee Meeting
7:30 a.m. - 9:00 a.m.

February 5, 2021*
Board of Directors Meeting
7:30 a.m. - 9:00 a.m.

February 26, 2021*
Executive/Legislative Committee Meeting
7:30 a.m. - 9:00 a.m.

March 5, 2021*
Board of Directors Meeting
7:30 a.m. - 9:00 a.m.

These meetings will likely be conducted remotely and instructions will be sent prior to each meeting.

Teachers and students at Rockford Middle School - Center for Environmental Studies love to be outside and they are out learning all year long. When one of the suggestions to keep students and staff safer from COVID-19 was to hold classes outside, RMS-CES fully embraced it! The mission at RMS-CES is to provide authentic, hands-on, environmental experiences for students, and this involves learning outdoors with the support of our school partners. Although the fall of 2020 was different than usual in many ways, outdoor learning was still a focus at the middle school.

Before the year started, teachers and staff were trained by the naturalists from Baker Outdoor Learning Center on outdoor learning techniques. The middle school has had a partnership with Baker for many years, and it was exciting to learn from the experts about how to run an outdoor classroom. Teachers identified outdoor learning spaces, from fields and the school forest to gardens and the Crow River, and gathered outdoor learning materials such as clipboards, sit-upons, buckets, easel whiteboards, and other items to make teaching outside possible.

RMS-CES is also fortunate to have a great relationship with the City of Rockford, who gives us access to The Lion's Park for learning opportunities all year. The on-site shelters and meeting areas are the perfect setting for students to attend class.



Language Arts studies in the school forest.

AMSD's Mission

To advocate for state education policy that enables metropolitan school districts to improve student learning.



Association of
Metropolitan School Districts

From the Chair

It was energizing to have over 220 legislators, superintendents, school board members, school district staff and other public education advocates in attendance at AMSD's annual legislative session preview on January 8. A big thank you to the nearly 50 AMSD legislators for making time in their schedule to attend and show their support for public education. A special thanks to Governor Walz, Lt. Governor Flanagan, MDE Commissioner Ricker, Speaker Hortman, Majority Leader Gazelka, Minority Leader Kent and Rep. Kresha for sharing their thoughts on the upcoming session. We know the 2021 session will present challenges, but we have persevered through a global pandemic to serve our students and I know we will continue to do so. Please stay engaged throughout the session. We need your voice and advocacy for our students and our schools!

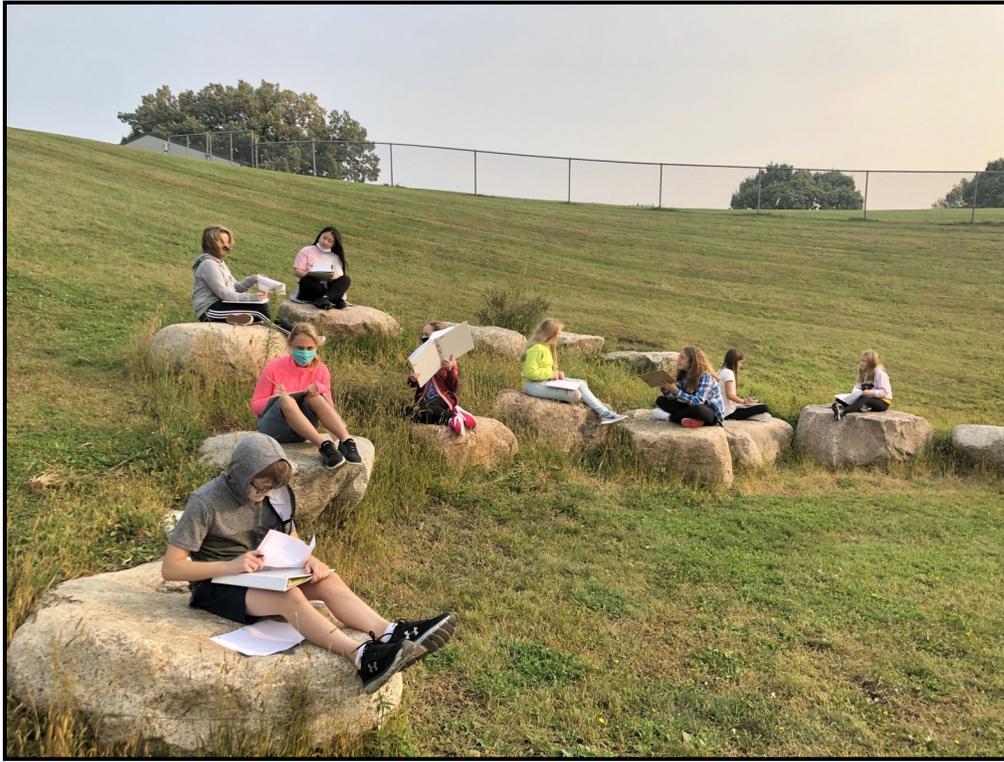
56

Curtis Johnson, school board member, Roseville Area Schools, is chair of AMSD.

Continued on page 2

Students Learn From Nature and In Nature

Continued from page 1



This group is out during their Art class to extend their fine arts skills.

Another great resource at the middle school is across Ash Street from the school. This is the site of our raised bed gardens and the soon-to-be home for our greenhouse! RMS-CES is fortunate to have our very own school forest on-site. This outdoor classroom has been groomed each year to become the perfect spot for all classes to get outside, spread out, and both learn from nature and learn in nature.

On any given day this fall, classrooms could be seen outside, enjoying the beautiful fall weather. Mr. Reeck's math class learned with the new number lines on the basketball courts while Mrs. Gregory's class cleaned the rain gardens with the help of staff members from Wright County Soil and Water Conservation. Ms. Udalla's class read a play outside and were able to yell the scary lines, and Mr. Madson's class created sound maps. Mrs. Werth's class compiled data in the school forest, and Ms. Hendrickson's class used the same space for a poetry walk. Mr. Ferdig and Ms. Bauer's band classes practiced outside under the pergola (even as snow started to fall), and Mrs. Lingo's class played flag football.

Students were still able to experience outdoor visits from Baker and the Raptor Center this fall, and teachers and staff modified our typical fall field trips into shorter outdoor lessons. 7th graders saw raptors up close and had a lesson on mapping and GPS, and 6th and 8th graders will participate in archery and voyageur activities. Students in Mrs. Oliverius's 5th grade class identified animal skulls and pelts with naturalist Chad Hollinbeck during their Baker visit. Mrs. O, who has prior experience teaching as a naturalist, is currently planning an outdoor winter day for her 5th grade class. Like many staff members at RMS-CES, she is passionate about the outdoors and enjoys teaching and learning with students outside of the classroom.

RMS-CES teachers work incredibly hard to provide engaging lessons in the outdoor classrooms near our building. Students and staff both report feeling connected to nature and excited about being outside during the school day. Despite all the challenges that 2020 has brought to education, being outside with students was a continued highlight of the start of the school year.



Fifth graders identifying animal skulls and pelts

This month's member spotlight was submitted by Beth Russell, STEM Coordinator, and Bobbi Anderson-Hume, Ph.D, Principal, Rockford Middle School—Center for Environmental Studies.

2021 AMSD Legislative Session Preview Brings Legislators and Education Leaders Together

January 5 saw an unprecedented start to a legislative session as the Minnesota Legislature convened the 2021 session with many members being sworn in virtually due to the ongoing COVID-19 pandemic. Likewise, for the first time the AMSD Legislative Session Preview, held on January 8th, was conducted in a virtual format. Despite the preview being held remotely, more than 220 attendees, including legislators, legislative staff, superintendents, school board members and district staff, came together to discuss AMSD’s legislative priorities and the outlook for the 2021 session.



In addition, Gov. Tim Walz, Lt. Gov. Peggy Flanagan, and Commissioner of Education Mary Cathryn Ricker, spoke about the critical importance of E-12 education in the wake of the COVID-19 pandemic and the impact that distance learning has had on students throughout the state. While the 2020-21 school year returned with some school districts meeting in person or a hybrid learning model, most districts have had to transition to distance learning at least part of the time under the state’s Safe Learning Plan. The leaders’ remarks followed a presentation by three AMSD superintendents who shared an overview of AMSD’s legislative platform.

AMSD Superintendents Christine Tucci Osorio of North St. Paul-Maplewood-Oakdale, Kim Hiel of Fridley, and Mike Redmond of Shakopee, presented not just the challenges that the pandemic has brought to metro-area school districts, but also the longstanding challenges that face small, large, metro and rural school districts alike.

Legislative Session Preview Highlights 2021 Platform Priorities

Continued from page 3

Supt. Tucci Osorio focused on the importance of stabilizing education funding and highlighted the [report from the School Finance Working Group](#), which she co-chaired, that identified several priorities to stabilize the funding system and improve educational outcomes.

Supt. Hiel spoke specifically to closing opportunity gaps — for students as well as new teachers in Minnesota. Supt. Hiel particularly cited the importance of recruiting and retaining teachers of color including the importance of maintaining the multiple pathways to licensure provided under the tiered licensing system.

Supt. Redmond spoke to the importance of indexing the funding formula to inflation, reducing mandates, encouraging innovation in education, and increasing and expanding the allowable uses of Long-term Facilities Maintenance revenue to ensure safe schools.

The five key themes in the 2021 platform include:

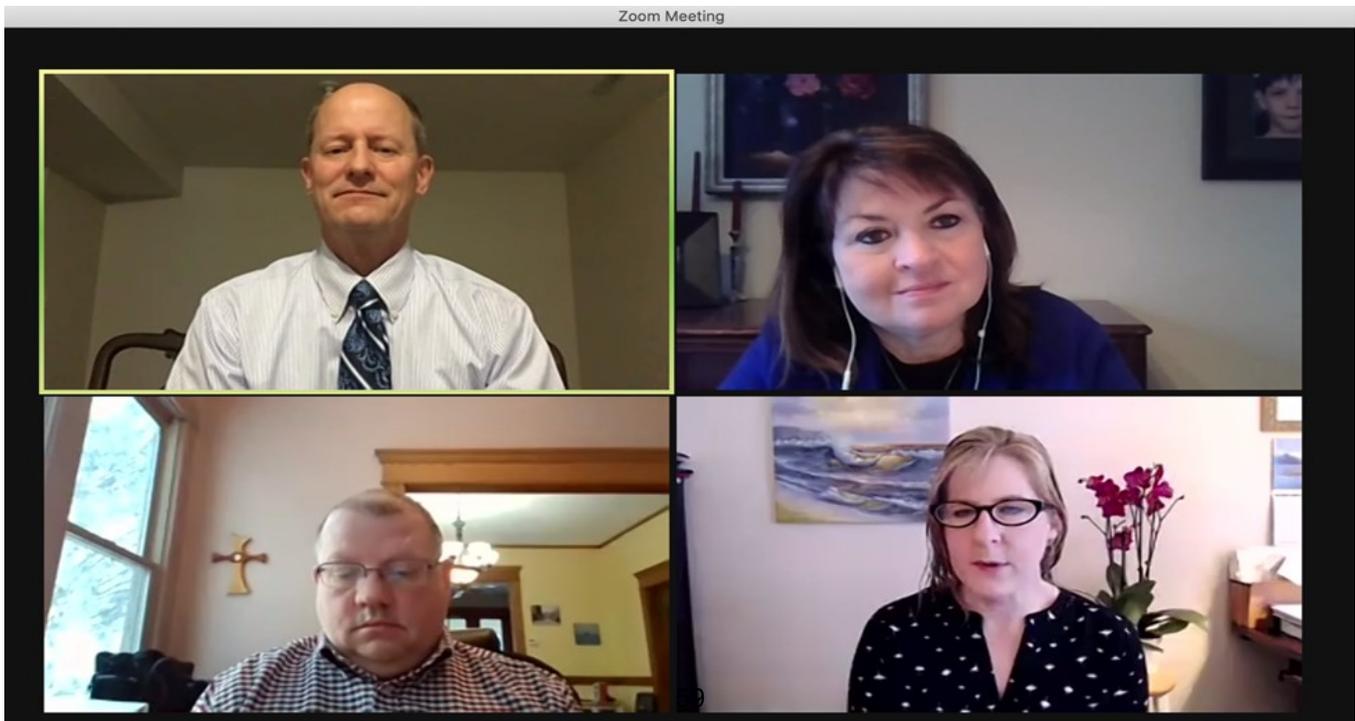
- Stabilizing school funding
- Closing opportunity gaps
- Ensuring safe schools
- Enhancing taxpayer equity
- Reducing mandates and encouraging innovation

Following the presentations and the remarks, the preview ended with a legislative panel that featured Senate Majority Leader Sen. Paul Gazelka (R-Nisswa), Senate Minority Leader Susan Kent (DFL-Woodbury), Speaker of the House Rep. Melissa Hortman (DFL-Brooklyn Park), and Rep. Ron Kresha (R-Little Falls), the ranking minority member on the House Education Finance Committee.

The panel took questions from AMSD Executive Director Scott Croonquist and shared their respective caucus' priorities and goals for the session.

[Link: View a PDF of the 2021 AMSD Legislative Platform](#)

[Link: View a PDF of the Superintendent Presentations at the Legislative Preview](#)



Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

School Board Planning Calendar 2020-2021

2020 Meetings (August - December)	2021 Meetings (January - June)
<p style="text-align: center;">August 27 September 10 September 24</p>	<p style="text-align: center;">October 8 October 22 November 12 December 10</p>
	<p style="text-align: center;">January 14 <i>(possible conflicts with MASA)</i> January 28 February 11 February 25 March 11</p>
	<p style="text-align: center;">March 25 April 8 May 13 May 27 June 10 June 24</p>

1 st Meeting of the Month	2 nd Meeting of the Month
--------------------------------------	--------------------------------------

START TIME 6:30 PM

AUGUST 27, 2020

Kudos & Recognition

- What Board Members Need to Know About “2020-2021 Back to School Start-Up: We’re in this together”

Special Presentation

- 287 Anti-Racist Leadership Program Pilot Proposal

Annual Presentation - none

- Coherence-Uber Goal (First Read)
- Racial Equity-Kendi Follow Up Or My Grandmother’s Hand’s
- Financial Report June - (Action)
- **Update on Back to School Planning**

Spotlight

Consent Agenda OR What the Board Needs to Know OR Verbal Update

SEPTEMBER 10, 2020

Kudos & Recognition

- Kudos (back to school - first days of school video)
-

Consent Agenda OR What the Board Needs to Know OR Verbal Update

Special Presentation:

- Moving Racial Consciousness to Action tool

Annual Presentation

-

Spotlight - none

SEPTEMBER 24, 2020

Kudos & Recognition

- Spotlight: West Education Center (tentative)

Consent Agenda OR What the Board Needs to Know OR Verbal Update

- Routine monthly finance report - July/August (consent agenda)

Special Presentation

-

Annual Presentation

- Facilities Report (ABEC Construction & Summary of Summer Projects)
- **What the Board Needs to Know** Emergency and Crisis Plans for 2020-21 Jake Horejsh (*Action*)
- **What the Board Needs to Know** MSBA Resolution on TTM funding (*Action*)

HR Closed Session: 284 Negotiations -update (pending)

OCTOBER 8, 2020

Kudos & Recognition/Spotlight

Consent Agenda OR What the Board Needs to Know OR Verbal Update

Special Presentation

Annual Presentation

- Teaching and Learning Update
 - Literacy, coaching, connected learning, new resources, PD

Work Session:

- **Presentation on Tenure, Non-Renewals, etc.**
Michelle Axell, Anne Becker and Dr. Elisabeth Lodge Rogers

HR Closed Session: 284 Negotiations -tentative agreement (pending)
Michelle Axell, Director of Human Resources will present the *Tentative Agreement* for Board approval. The School Board may hold a closed meeting to consider strategy for labor negotiations. Minn. Stat. §13D.03.

OCTOBER 22, 2020

Kudos & Recognition/Spotlight

- Spotlight: Care and Treatment

Consent Agenda OR What the Board Needs to Know OR Verbal Update

- Enrollment Update - highlights *what we know*
- Misc. Policies First Read: Harassment and Violence, Wellness, Tobacco-Free Schools (*carryover from last year*)
- Insurance Premium Rate recommendation

Special Presentation

Annual Presentation

- Financial Report September - Quarterly Update (Action)

NOVEMBER 12, 2020

(Only one Board meeting this month!)

Kudos & Recognition/Spotlight

- Spotlight: Northern Star Online (*carryover from last year*)

Consent Agenda OR What the Board Needs to Know OR Verbal Update

- Fund balance transfers (consent agenda item)

Special Presentation: Board Work Session

- KPI update & School Improvement Plans update - 2019-20 plans (30 min) (*carryover from last year*)

Annual Presentation

- Grant updates - Ben and Jon [SRCL update] (*carryover from last year*)
- Misc. Policies First Read: Tobacco-Free, Harassment and Violence, Wellness (*carryover from last year*)
- National Trends - COVID 19 and Future Economic Impacts (Mae Hawkins)
- Update on Key Performance Indicators

DECEMBER 10, 2020

(Only one Board meeting this month!)

Kudos & Recognition/Spotlight

- Spotlight: South Education Center (*carryover from last year*)

Consent Agenda OR What the Board Needs to Know OR Verbal Update

- Financial Report October (consent agenda)
- Legislative Platform

Special Presentation

- STOP Violence Federal Grant Update (Ben M.) (*carryover from last year*)
- Classification & Compensation Study Recommendations (Michelle & Anne)

Annual Presentation

- Officer Election Process - (Chair Report)
- World's Best Workforce Report & ESSA Update (Jon Ben)
- Unaudited Financial Report for FY20 (action item)
- 2020-2021 Yearly ADM Summary

<p style="text-align: center;">JANUARY 14, 2021</p> <p style="text-align: center;"><i>*Organizational Meeting</i></p> <p>Election of Board Officers Oath of Office Annual Resolutions</p> <ul style="list-style-type: none"> • Electronic signatures resolution - was this included in the annual resolutions? <i>(Please move to the annual organizational meeting)</i> • FY20 Audit - Auditor Presentation - (Annual Report) (recurring) (action item) <i>(Please move to top of Agenda behind election of officers)</i> • Financial Report November (consent agenda) • Report on UBER goal including strategic implementation plans and budget 	<p style="text-align: center;">JANUARY 28, 2021 Regular Meeting</p> <p>Consent Agenda OR What the Board Needs to Know OR Verbal Update</p> <ul style="list-style-type: none"> • Superintendent Mid-Year Evaluation Procedure (recurring) <p>Special Presentation -</p> <p>JUUL Lawsuit: Presentation by one of the attorneys representing school districts in a lawsuit against JUUL.</p> <p>Learning model, phase three update for the Board.</p> <p>Annual Presentation</p> <ul style="list-style-type: none"> • Financial Report December - Quarterly update (action item) • 2021-22 Budget Update • Equity Policy Second Read
<p>FEBRUARY 11, 2021</p> <p>Kudos & Recognition/Spotlight</p> <ul style="list-style-type: none"> • Teacher of the Year Nominees <p>Consent Agenda OR What the Board Needs to Know OR Verbal Update</p> <ul style="list-style-type: none"> • Update on Culture and Climate Uber Goal -Staff WELLBEING <p>Special Presentation</p> <ul style="list-style-type: none"> • EL Certificates <p>Under HR Report:</p> <ul style="list-style-type: none"> • What the Board Needs to Know: HR Planning and upcoming hiring season: Michelle Axell, Director of Human Resources and Amanda Achterkirch, Talent Acquisition Professional will share recruitment & retention strategies <i>along with a proposal for the continuation of signing bonuses for high-quality candidates in hard-to-fill positions.</i> <p>Annual Presentation</p> <ul style="list-style-type: none"> • ESSA submissions for schools identified for Comprehensive Support and Improvement (will recur annually) 	<p>FEBRUARY 25, 2021</p> <p>Kudos & Recognition/Spotlight</p> <ul style="list-style-type: none"> • Spotlight: Ann Bremer Education Center • School Board Recognition Week • Teacher of the Year semi-finalists (when we know) <p>Consent Agenda OR What the Board Needs to Know OR Verbal Update</p> <ul style="list-style-type: none"> • Financial Report January -consent agenda • 2021-2022 School Calendar Approval (recurring) • HR Report: Resolution Reducing Programs and Positions (recurring) Michelle Axell will present a Resolution asking the Board to direct administration to make recommendations for any necessary reductions in programs and positions. <p>Special Presentation</p> <p>Annual Presentation</p> <ul style="list-style-type: none"> • FY21 Budget Revision - annual report (action item) • FY22 Budget Assumption/Program Withdrawal Report - Annual Report (Action item) <p>Chair Report</p> <ul style="list-style-type: none"> • Trauma Sensitive Organization Ben M

<p>MARCH 11, 2021</p> <p>Equity (60 min) Equity Work Session</p> <p>Kudos & Recognition/Spotlight</p> <p>Consent Agenda OR What the Board Needs to Know OR Verbal Update</p> <ul style="list-style-type: none"> Confidentiality Commitments <p>Special Presentation</p> <p>Annual Presentation</p> <ul style="list-style-type: none"> Approval of revised Administrative Organizational Plan (recurring) Teacher of the Year semi finalists? if available <p>HR Closed Session (2209)</p> <ul style="list-style-type: none"> Initial Review - Parameters for Negotiations 	<p>MARCH 25, 2021</p> <p>Kudos & Recognition/Spotlight</p> <ul style="list-style-type: none"> Spotlight: North Education Center <p>Consent Agenda OR What the Board Needs to Know OR Verbal Update</p> <ul style="list-style-type: none"> Financial Report February - consent agenda Verbal update: Expansion of Furthering Your Education program (The Transforming Teaching & Learning (TTL) Scholarship) What the Board Needs to Know about Operational Results (recurring) (video) Approval of Contracts: FY22 - Food Services Prime Vendor Contract (consent agenda) Approval of the RFQ Transportation Contracts <p>Special Presentation -</p> <p>Annual Presentation - none</p> <p><u>Chair Report</u></p>
<p>APRIL 8, 2021</p> <p>Kudos & Recognition/Spotlight</p> <ul style="list-style-type: none"> Spotlight: Work Experience Gateway to College award? <p>Consent Agenda OR What the Board Needs to Know OR Verbal Update</p> <ul style="list-style-type: none"> HR Report: Discontinuing Educational Programs and Positions/Staff Reduction ULA Resolution (only if necessary) Organizational Chart Approval <p>Special Presentation - none</p> <p>Annual Presentation -</p> <ul style="list-style-type: none"> Facilities - Long Term Facilities Maintenance Plan Approval - (Action item) <p><u>Chair Report</u></p>	
<p>MAY 13, 2021</p> <p style="text-align: center;">RETIREMENT EVENT 5:00 PM - 6:30 PM</p> <p>Kudos & Recognition/Spotlight</p> <ul style="list-style-type: none"> Itinerant <p>Consent Agenda OR What the Board Needs to Know OR Verbal Update</p> <ul style="list-style-type: none"> Superintendent Evaluation Closed Session (carry over) <p>Special Presentation - none</p> <p>Annual Presentation - none</p> <ul style="list-style-type: none"> Financial Report March - Quarterly update (Action) <p><u>Chair Report</u></p>	<p>MAY 27, 2021</p> <p>Kudos & Recognition/Spotlight</p> <p>Spotlight: Itinerant (move to future date)</p> <p>Consent Agenda OR What the Board Needs to Know OR Verbal Update</p> <ul style="list-style-type: none"> Superintendent's Evaluation Update (10 min) Approval of Computer Refresh (carry over) Financial Report April- consent agenda <p>Special Presentation - none</p> <p>Annual Presentation -</p> <ul style="list-style-type: none"> Probationary Licensed, and Non-Licensed Non-Renewal Resolutions (recurring) Learning Conversations, Superintendent Luncheon Recap

JUNE 10, 2021

Kudos & Recognition/Spotlight

- 2021 Graduation video

Consent Agenda OR What the Board Needs to Know OR Verbal Update

Jaynie Leung FY 22 Lease Agreement

-

Special Presentation - none

Annual Presentation

- Food Services Report - (Annual Report)
- Annual Food Service Program Resolution **Action Item**
- Liability and WC Renewal Rates
- Consent Agenda: Recommendation to Renew Teachers on Call (TOC) Agreement

Chair Report

Data Privacy & Records policy bucket - 1st read

JUNE 24, 2021

Kudos & Recognition/Spotlight

Spotlight: Therapeutic Teaching Model

Consent Agenda OR What the Board Needs to Know OR Verbal Update

- Financial Report May **(consent agenda)**
- Special Education Monitoring Report (Ask Melissa)
- PrairieCare Partnership Report (Kate and Chad Jayasekera)

Special Presentation - none

Annual Presentation

- **KPI update / Strategic Plan update HOLD for Aug/Sept meeting**
- 2021-22 Original Budget Approval - Annual Report **Action Item**
- Approval of 2021-22 Rates. **Action Item**
- Staff Reduction ULA Resolution **(Resolution)**
Michelle Axell, Director of Human Resources, will present a Resolution placing tenured licensed staff on unrequested leave of absence.
- SEIU Local 284 – **Closed Session (Information)**
Michelle Axell, Director of Human Resources will present the *Tentative Agreement* for Board approval. The School Board may hold a closed meeting to consider strategy for labor negotiations. Minn. Stat. §13D.03.

Chair Report

Data Privacy & Records policy bucket - 2nd read

INTERMEDIATE DISTRICT 287
January 28, 2021
SCHOOL BOARD CALENDAR

January 2021

28	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

February 2021

02	Tuesday	Get on the Bus	8:30AM	TBD
---------------	--------------------	---------------------------	-------------------	----------------

11	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

23	Tuesday	Local 2209/Board Breakfast	7:00AM	TBD
----	---------	----------------------------	--------	-----

25	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

March 2021

11	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

25	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

April 2021

06	Tuesday	Get on the Bus	8:30AM	TBD
---------------	--------------------	---------------------------	-------------------	----------------

08	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

27	Tuesday	Local 2209/Board Breakfast	7:00AM	TBD
----	---------	----------------------------	--------	-----

May 2021

13	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

27	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

June 2021

10	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

24	Thursday	General Board Meeting	6:30PM	TBD
----	----------	-----------------------	--------	-----

◆ General Board Meeting – Date Change

◆ New Event

◆ Event Date Change

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

Local 2209 / Board Breakfast Schedule

2020-2021

Local 2209/Board Breakfast 7:00 AM

Tuesday, February 23rd
District Service Center
(3rd Floor – Room 316)

Tuesday, April 27th
District Service Center
(3rd Floor – Room 316)

