

BECKER PUBLIC SCHOOLS  
School Board Meeting Agenda

Monday, May 3, 2021 at 6:30 PM

Regular Meeting

Teaching & Learning Center, Becker High School

12000 Hancock Street

Becker, MN 55308

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1. PROCEDURAL ITEMS	
A. Call to Order	
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C. Agenda	
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E. Student Presentation	
2. REPORTS	
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# Becker High School

12000 Hancock Street  
Becker, MN 55308-9585  
www.becker.k12.mn.us



David Kreft, Principal  
Brian Baloun, Asst. Principal  
Dave Niemi, Activities Director  
763-261-4501

Dear Parent/Guardian and Senior Student:

April 29, 2021

The purpose of this letter is to provide you with important information that you should know as we prepare to celebrate the Class of 2021's Commencement Ceremony on May 28.

### **Last Day for Seniors**

The last instructional day for senior students is Thursday, May 27. Seniors will attend blocks one and two. Lunch will then be provided, followed by Commencement practice on the football field.

### **Commencement Practice**

Commencement practice is Thursday, May 27 at 11:15 on the football field. Students participating in the ceremony must attend practice. Please note that school rules continue to apply to seniors through Commencement Day. Make good decisions.

### **Graduation Requirements**

A Becker High School diploma is granted to a student who has completed 28 credits and has met state and local requirements. In addition, all school obligations should be satisfied, such as all fines paid and all school owned equipment and materials returned. Based on the unique circumstances over the last year, ALL seniors are permitted to participate in Commencement. Students must still meet the graduation requirements in order to receive their diploma.

### **Commencement Ceremony Eligibility and Participation Fee**

Participation in Commencement is optional. Diplomas will be available for pick up in the high school office beginning June 1st. Please stop by the office during normal school hours to pick up the diploma. Again, ALL seniors are permitted to participate in Commencement. Students must still meet the graduation requirements in order to receive their diploma. In addition, students need to pay a \$35 fee to participate in Commencement. The fee defrays commencement expenses such as cap, gown, tassel, flowers, and program printing. The fee needs to be paid online at <https://lobby.wordwareinc.com> (same location where prom was paid, iPad protection plan, etc.) prior to May 10. Gowns will be distributed during lunches on May 12 to all students that have submitted their fee. Contact the BHS Office if there is a need for financial assistance.

### **Commencement Ceremony**

Commencement this year will be held at Eppard Field. Ticketing information will come in the near future, but there will be a limited number per graduate. Commencement begins at 7:30 p.m. Gates open at 6:45 p.m. On the night of commencement, seniors will report to the Main Gym at 6:45 p.m. Students should be dressed in semi-formal attire, wear appropriate footwear, and are required to wear their cap and gown during the ceremony. If weather does not permit an outdoor ceremony, we will hold the ceremony indoors at the same time, while following current MDH guidelines. The actual diploma is not inside the diploma cover on commencement night. Diplomas are available for pick up the week of June 1st in the High School Office.

### **Post Graduation Party**

The All Night Graduation Party will be held at River City Extreme in Monticello. A \$50 payment (checks to Becker All Night Graduation Party) is due by May 9th in the HS office or through Community Education to guarantee a prize. This event is sponsored by the Becker All Night Graduation Party Committee.

### **Senior Scholarship Night**

The ceremony is Wednesday, May 19 at 7:00 p.m. in the Performing Arts Center. The High School Counseling Office is organizing this occasion. Invitations are sent to the families of seniors receiving awards.

### **Clearance Forms**

All seniors must complete a school clearance form. These forms will be given to students during the week of May 17. Students who are full time PSEO need to pick up a form in the High School Office. Forms must be returned to Lynnea Henry prior to commencement practice.

### **iPad Collection**

Students will turn in their iPads on May 26. If students misplaced their charging block, the replacement cost is \$19. The charging cord is also \$19. The charge for a replacement iPad is \$299.99. Payments can be made at <https://lobby.wordwareinc.com>.

### **Baccalaureate Service**

The Baccalaureate Service will be held Wednesday, May 26th at 7:00 p.m. It will likely take place at Becker High School in the Performing Arts Center.

### **Hat Decorating**

The Graduation Committee (composed of 8 seniors) has decided to once again allow students to decorate their mortar boards (hats) for the ceremony. This is optional for students. Students must use good decision making on what to include on their mortar board. Oftentimes, graduates will include some symbol of their pathway after high school.

**Post Commencement Parade**

The Graduation Committee has also decided they want the Class of 2021 to participate in a drive around town, led by local law enforcement. This event will take place right after the completion of the ceremony. The route will be shared at a later date.

**Future Communication**

Please stay tuned for future communication on the number of tickets per graduate, the parade route, parking expectations, live streaming options, and other areas of awareness. We continue to monitor guidance from MDE and MDH to provide a safe and memorable experience.

Congratulations to the Class of 2021! The last weeks of school are filled with exciting events and will move so quickly. Cherish each moment you have with each other Class of 2021!

Sincerely,

David T Kreft, High School Principal

Chair Jurek called the regular meeting of the School Board of District #726 to order on the 5th day of April, 2021 at 6:30 p.m. in the Teaching & Learning Center.

**Roll Call.**

**Members present:** Cindy Graham, Ryan Obermoller, Connie Robinson, Sarah Schafer, Mark Swanson

**Members absent:** Aaron Jurek

**Others present:** Jeremy Schmidt, Superintendent  
 Kevin Januszewski, Director of Business Services

**Citizen Comments:** Betsy Armstrong, Wes Scott

**Reports, provided by Student School Board Representative, Superintendent Schmidt, School Board Finance, TRAK, Curriculum & 284 Negotiations Committees**

Motion by Ryan Obermoller, seconded by Connie Robinson, to **Approve the Consent Agenda** as presented. Upon roll call vote, motion carried unanimously.

**CONSENT AGENDA**

**MINUTES:** March 1, 2021 Regular School Board Meeting

**FINANCIAL REPORT**

**EXPENDITURES**

Fund	2020-21		2020-21		%
	Budget	March 2021	Year-to-Date	Remaining Budget	
General	35,252,552	2,768,992	22,471,975	12,780,577	63.75%
Food Service	1,506,360	114,989	878,062	628,298	58.29%
Community Service	1,491,067	104,372	930,726	560,341	62.42%
Debt Service	3,427,413	-	3,452,473	(25,060)	100.73%
	<b>\$41,677,392</b>	<b>\$2,988,353</b>	<b>\$27,733,236</b>	<b>\$13,944,156</b>	<b>66.54%</b>

**DISBURSEMENTS** – in the amount of \$2,533,320.44

**PERSONNEL**

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
Ahsenmacher, Laurel	New Assignment	Assistant Cook	Various	4 6.25 Hours Per Day	MultiUnit	E. Schwinn	3/17/2021	\$15.12 Per Hour

Anderson, Brenda	Resignation	Media Assistant	MS	7.5 Hours Per Day	MultiUnit	n/a	5/28/2021	n/a
Crowley, Nick	New	Baseball Coach	MS	Seasonal	BEA - Schedule C	T. Schuster	4/19/2021	\$2,240 Per Season
Fritsch, Nathan	New	Asst. Boys Lacrosse Coach	HS	Seasonal	BEA - Schedule C	B. Kent	3/29/2021	\$2,775 Per Season
Golley, Aimee	Resignation	Health Assistant	MS	7 Hours Per Day	MultiUnit	n/a	3/9/2021	n/a
Hennessey, Kristi	New Assignment	MTSS Paraprofessional	MS	2 Hours Per Day	MultiUnit	H. Gervasi	3/1/2021	Use Current Wage
Jundt, Sandra	New Assignment	Cashier	IS	Cashier	NonUnion	T. Kula	3/29/2021	\$14.00 Per Hour
Kasper, Rachel	New	K-5 EBD Teacher	PS/IS	1 FTE	BEA	C. Ihrke	Fall, 2021	MA30, Step 12 @ \$70,308
Kent, Brandon	Resignation	JV Boys Lacrosse Coach	HS	Seasonal	BEA - Schedule C	n/a	3/15/2021	n/a
Kent, Brandon	New	Head Boys Lacrosse Coach	HS	Seasonal	BEA - Schedule C	B. Reichle	3/29/2021	\$3,955 Per Season
Kurhajetz, Christina	New	FACS Teacher	HS	1 FTE	BEA	K. Callaghan	Fall, 2021	MA60, Step 9 @ \$67,281
Legatt, April	New	Musical Music Director	MS	Seasonal	BEA - Schedule C	J. Rand	3/8/2021	\$2,042 Per Season
Martiin, Kristin	New Assignment	Breakfast Cashier	IS	1.25 Hours Per Day	MultiUnit	T. Kula	3/29/2021	\$15.71 Per Hour
Reichle, Brett	Resignation	Head Boys Lacrosse Coach	HS	Seasonal	BEA - Schedule C	n/a	3/15/2021	n/a
Schwinn, Edeza	Resignation	Assistant Cook	PS	6.25 Hours Per Day	MultiUnit	n/a	3/16/2021	n/a
Tanner, Caitlin	New	Night Custodian	PS	6 Hours Per Day	MultiUnit	C. Knutson	4/12/2021	\$16.41 Per Hour
Vogt, Adrienne	Resignation	Camp Opportunity Lead Staff	Camp Opp	Varies	Camp Opp	n/a	2/26/2021	n/a
Weber, Lonnie	Resignation	Freeplay Supervisor	IS	3 Hours Per Day	MultiUnit	n/a	3/24/2021	n/a
Wilhelm, Grace	Resignation	Camp Opportunity Lead Staff	Camp Opp	Varies	Camp Opp	n/a	3/17/2021	n/a
Witkowski, Amber	Increase in Hours	Camp Opportunity Lead Staff	Camp Opp	40 Hours Per Week	Camp Opp	A. Vogt	3/10/2021	Use Current
Young, Barbara	Resignation	Special Education Teacher	MS	1 FTE	BEA	n/a	End of 20-21 School Year	n/a

**RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF PROBATIONARY TEACHERS, as presented**

Motion by Connie Robinson, seconded by Cindy Graham, to **Accept the Following Gifts:**

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Donor Name	Description of Gift	Purpose of Gift
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Bernick's Pepsi	\$250.00	Robotics
Chip's Trimming & Construction	\$500.00	Robotics
Sherburne State Bank	\$500.00	Robotics
TeamVantage Molding, LLC	\$500.00	Robotics

Superintendent Schmidt provided an update on the School District Vision and Goals: *MCA Testing, Mental Health, College/Career-Readiness, Fund Balance*. A discussion will continue at the May School Board Meeting.

Minnesota Statutes, section 123B.71, requires the school board hold a public meeting to discuss the review and comment prior to the date of the bond referendum election. The MDE has approved and provided a positive review and comment response for Becker Public School (as presented).

The meeting was adjourned at 7:10 p.m.

\_\_\_\_\_

\_\_\_\_\_  
Mark Swanson, Vice-Chair

\_\_\_\_\_

\_\_\_\_\_  
Ryan Obermoller, Clerk

Recorder: Angela Oswald

**BECKER PUBLIC SCHOOLS**  
**MONTHLY FINANCIAL REPORT**  
**April 2021**

**EXPENDITURES**

<b>Fund</b>	<b>2020-21 Budget</b>	<b>April 2021</b>	<b>2020-21 Year-to-Date</b>	<b>Remaining Budget</b>	<b>% Spent</b>
General	35,252,552	2,639,655	25,111,630	10,140,922	71.23%
Food Service	1,506,360	111,968	990,030	516,330	65.72%
Community Service	1,491,067	116,867	1,047,593	443,474	70.26%
Debt Service	3,427,413	-	3,452,473	(25,060)	100.73%
	<b>\$ 41,677,392</b>	<b>\$ 2,868,490</b>	<b>\$ 30,601,726</b>	<b>\$ 11,075,666</b>	<b>73.43%</b>

May 2021

I recommend approving the personnel items as presented (sorted by last name):

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
Aho, Matt	Resignation	Co-Head Wrestling Coach	HS	Seasonal	BEA - Schedule C	n/a	4/16/21	n/a
Cantin, Jennifer	New	Speech & Language Pathologist	Primary School	1 FTE	BEA	n/a	Fall, 2021	MA Lane/Step 1: \$46,429
Davidson, Kira	New	Freeplay Supervisor	IS	3 Hours Per Day	MultiUnit	L. Weber	4/5/2021	\$16.41 Per Hour
Edwards, Rhiannon	Resignation	Asst. Dance Team Coach	HS	Seasonal	BEA - Schedule C	n/a	4/22/2021	n/a
Hackensack, Rebecca	New Assignment	From HS SPED to MS EBD Teacher	MS	1 FTE	BEA	S. Meyer	Fall, 2021	Use Current Wage
Hofer, Heather	Resignation	Behavior Interventionist	IS	1 FTE	BEA	n/a	6/30/2021	n/a
Johnson, Jaya	New	Health Asst	Middle School	7	MultiUnit	A. Golley	5/3/2021	\$16.89 Per Hour
Kittleson, Alexandra	New	Night Custodian	IS/PS	8 Hours Per Day	MultiUnit	D. Luethmers	5/10/21	\$16.41 Per Hour
Larson, Barbara	Resignation	Server	MS	2 Hours, 20 Minutes	NonUnion	n/a	End of 20-21 School Year	n/a
Lawrence, Abigail	New	Paraprofessional	Intermediate School	6.5	MultiUnit	B. Hed	4/26/2021	\$16.41 Per Hour
Luethmers, Dave	New	Night Lead Custodian	IS	8 Hours Per Day	MultiUnit	J. Hennagir	4/9/2021	Use Current + Night Lead Pay
Lynch, Greg	Resignation	Head Volleyball Coach	HS	Seasonal	BEA - Schedule C	n/a	4/16/2021	n/a
Meyer, Stacy	New Assignment	From EBD to SLD Special Education Teacher	MS	1 FTE	BEA	B. Young	Fall, 2021	Use Current Wage
Young, Heather	Resignation	JV Volleyball Coach	HS	Seasonal	BEA - Schedule C	n/a	4/19/21	n/a
Zimmer, Jeff	Resignation	Co-Head Wrestling Coach	HS	Seasonal	BEA - Schedule C	n/a	4/16/2021	n/a

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD  
OF INDEPENDENT SCHOOL DISTRICT NO. 726  
(BECKER PUBLIC SCHOOLS)  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 726 (Becker Public Schools), State of Minnesota, was duly held in said school district on May 3, 2021, at 6:30 o'clock p.m., for the purpose, in part, of adopting a resolution appointing election judges.

Member \_\_\_\_\_ moved the adoption of the following Resolution:

**RESOLUTION APPOINTING ELECTION JUDGES  
FOR THE MAY 11, 2021  
SCHOOL DISTRICT SPECIAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 726, State of Minnesota, as follows:

1. The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the school district's special election on May 11, 2021 to act as such at the combined polling place listed on said exhibit.

2. The election judges shall act as clerks of election, count the ballots cast, and submit the results to the school board for canvass in the manner provided for other school district elections.

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ . On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

## **EXHIBIT A**

### COMBINED POLLING PLACE

Becker City Hall  
Becker, Minnesota

### ELECTION JUDGES

Head Election Judge Julie Blesi  
Head Election Judge Marilyn Danielson  
Head Election Judge Angela Oswald  
Corina Landwehr  
Janet Boettcher  
Jean Lumley  
Mary Gilham  
Wanda Herkenhoff  
Sharon Woolhouse  
Jill Babler  
Lonny Seeley  
Brad Novak  
Janelle Fast  
Mary Jo Cobb

CERTIFICATION OF MINUTES RELATING  
TO  
SCHOOL BUILDING BONDS

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 726  
(BECKER PUBLIC SCHOOLS)  
BECKER, MINNESOTA

GOVERNING BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting, held May 3, 2021, at 6:30 o'clock p.m., in the School District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents attached: Extract of Minutes of said meeting.

**RESOLUTION APPOINTING ELECTION JUDGES  
FOR THE MAY 11, 2021  
SCHOOL DISTRICT SPECIAL ELECTION**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this 3rd day of May, 2021.

\_\_\_\_\_  
School District Clerk

May 3, 2021

Policy 706 Acceptance of Gifts permits the school board to accept donations or gifts under the terms of the policy. I recommend accepting the gifts as described below.

Donor Name	Description of Gift	Purpose of Gift
Becker Band Boosters	\$2,000.00	Costs of Outdoor Performances
Charlie's Bar and Grill	\$500.00	Robotics
Country Lumber	\$500.00	Robotics
Liberty Paper	\$3,500.00	Robotics
Marco	\$250.00	Robotics
Marvel Nutrition	\$200.00	Girls Basketball Program
PMMI Education and Training	\$2,000.00	Robotics
Princeton Insurance Agency	\$200.00	Year-End Girls Basketball Banquet
PTSA	\$2,000.00	Resources for At-Risk Students
TJ Potter Trucking	\$250.00	Robotics

***I recommend approving the attached Resolution Relating to the Termination and Non-Renewal of A Teaching Contract:***

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACT OF *MELISSA BONDHUS*, A PROBATIONARY TEACHER.**

WHEREAS, *MELISSA BONDHUS* is a probationary teacher in Independent School District No. 726.

BE IT RESOLVED, by the School Board of Independent School District No. 726, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of *MELISSA BONDHUS*, a probationary teacher in Independent School District No. 726, is hereby terminated at the close of the current 2020-2021 school year.

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

NOTICE OF TERMINATION  
AND NON-RENEWAL

Mr./Ms. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Mr./Ms. \_\_\_\_\_:

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 726 held on April 5, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021 - 22 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5. You may officially request that the school board give its reasons for the non-renewal of your contract.

Yours very truly,

\_\_\_\_\_  
Jeremy Schmidt, Superintendent

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ 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.

Sherburne and Northern Wright Special Education Cooperative  
Joint Powers Agreement

July 2015

Revised April 2021

## I. PARTIES

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into this 21st day of April 2021 by and between the School Boards of the following Independent School Districts of the State of Minnesota:

ISD #726 Becker  
ISD #727 Big Lake  
ISD #882 Monticello

Additional Independent School Districts may enter into and become parties to the Agreement in accordance with the provisions of this Agreement.

The parties of this Agreement hereafter are referred to as "Participating Boards".

## II. PURPOSE

The Participating Boards hereby create and join together in an educational cooperative pursuant to Minn. Stat. 471.59 and other applicable statutes for the purpose of providing quality special education services for students in the Participating Boards' district.

This Agreement amends and supersedes all previous agreement between the Participating Boards, including, but not limited to the original Agreement of December 4, 2014, and is effective beginning July 1, 2021.

The name of the educational cooperative provided for by this Agreement is SHERBURNE AND NORTHERN WRIGHT SPECIAL EDUCATION COOPERATIVE ("SNWSEC") which has been designated by the Commissioner of the Minnesota Department of Education as School District 6090-52.

The Participating Boards desire a maximum degree of long-range cooperation and administrative planning in order to provide special education services.

The Participating Boards are committed to make these services readily available to all students who receive special education services in SNWSEC.

The Participating Boards are committed to providing services through sharing information, eliminating the duplication of services, and coordinating efforts

The Participating Boards mutually agree that sharing resources, where feasible, and training efforts may result in improved coordination and services.

The Participating Boards understand that certain roles in serving children and youth are required by law and that these laws shall serve as the foundation for defining the roles and responsibilities of each party.

The Participating Boards agree that all obligations as stated or implied in this Agreement shall be interpreted in light of and consistently with governing state and federal laws.

The Participating Boards recognize such services can be appropriately financed, supported, and managed through a multi-organization joint venture.

## III. GOVERNANCE OF SPECIAL EDUCATION JOINT POWERS COOPERATIVE

The SNWSEC will consist of three school districts: Becker, Big Lake, and Monticello. The SNWSEC will have a full time, licensed Director of Special Education. As provided by Minn. Stat.

section 125A.53, no individual shall have a right to employment as a director based on seniority or order of employment by SNWSEC.

A. Control and Management

The control and management of the SNWSEC is vested in a Governing Board which shall consist of one representative from each Participating Board. The members of the Governing Board will be appointed by the respective Participating Boards. In the absence of a regular member of the SNWSEC Governing Board, the absent member's Participating Board may appoint an alternate member to act as a delegate for that Participating Board, and that delegate will have full voting rights. Each Participating Board shall be entitled to one vote on the Governing Board. Each January, a Participating Board shall select a representative to serve as a member of the Governing Board. Each member of the Governing Board appointed by a member district will remain a member until their term expires on their Participating Board, the member resigns from the Governing Board or until replaced by their respective Participating Board.

B. Officers

The elected officers of the Governing Board shall be a Chairperson, a Vice-Chairperson and a Clerk ("Officers"). The election of the Officers is by majority vote of the members of the Governing Board at its first meeting of each fiscal year. A term of an Officer is for one year and such term shall expire at the meeting at which the new Officer is elected. At any meeting at which a quorum is not present, the delegates in attendance have the power to set the time and place for the next meeting. A quorum shall consist of a majority of all the voting members of the Governing Board. Officers shall have the parliamentary duties usually ascribed to such offices as well as those specifically assigned:

1. The Chairperson conducts the meetings, executes undertakings offered as directed by the Governing Board and is the official representative of the Governing Board in all matters relating to SNWSEC.
2. The Vice-Chairperson acts in the absence of the Chairperson and has all the powers of the Chairperson during the latter's absence.
3. The Clerk shall be responsible for ordering and signing of all contracts, at the direction of the Governing Board.

C. Director of Special Education.

The Director of Special Education of SNWSEC shall serve as an *ex officio* non-voting member of the Governing Board as well as the Secretary of the Governing Board.

D. Duties of the Governing Board

The Governing Board, in addition to the authority found elsewhere in the Agreement, is empowered generally to act in the interest of the Participating Boards as a group, within the purposes of this Agreement. The Governing Board shall have all powers granted by statute or otherwise which are necessary or expedient to accomplish the purpose of this Agreement, including, but not limited to the following:

1. Resolutions or other documentation of designation shall be filed with the Secretary of the Governing Board;
2. Meetings of the Governing Board shall be held in compliance with the Open Meeting Law, Minn. Stat. Chap. 13D.
3. The Governing Board may adopt bylaws and/or policies to govern its operation. Such bylaws and/or policies must be consistent with this Agreement and applicable law.
4. The books and records of the Governing Board, including minutes and the original fully executed Agreement are subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13.
5. Establishing and maintaining a schedule of time and place of its meetings and give

notice of regular and special meetings as required under the Minnesota Open Meeting law.

#### **IV. POWERS OF THE GOVERNING BOARD**

In addition to general powers and not in limitation thereof, the Governing Board is authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in this Agreement or on any applicable bylaws and/or polices enacted by the Governing Board.

##### **A. Specific Powers of the Governing Board**

1. To administer the affairs of SNWSEC;
2. To hire, assign duties to, evaluate, and terminate the employment of the SNWSEC Director of Special Education;
3. To adopt an annual budget and approve all disbursements of funds;
4. To acquire and dispose of real and personal property;
5. To sue and be sued;
6. To make amendments to the Agreement;
7. To procure all required insurance and such other insurance deemed necessary to indemnify the Governing Board for actions of the Governing Board arising out of this Agreement; To approve the borrowing or entering into any loans on behalf of SNWSEC;
8. To hire, supervise, assign, and terminate SNWSEC employees through the member district serving as SNWSEC's fiscal agent;
9. To contract for services;
10. To do what is reasonably necessary to achieve the purpose of this Agreement.

#### **V. SUPERINTENDENT ADVISORY COUNCIL**

The SNWSEC will have a Superintendent Advisory Council ("Council") which will consist of the superintendents from all Participating Boards. The Council will meet, at a minimum, prior to each meeting of the Governing Board at a time and place determined by the Council. The Council will establish and maintain a schedule of time and place of its meetings and give notice of regular and special meetings as required under the Minnesota Open Meeting Law, Minn. Stat. Chap. 13D.

A majority of the members of the Council shall constitute a quorum for the purpose of conducting business. A quorum once established at a meeting shall not thereafter be lost at that meeting by the withdrawal of members. At any meeting at which a quorum is not present, the members in attendance shall have the power to set the time and place for the next meeting.

##### **A. Superintendent Advisory Council Responsibilities**

The Council shall act as the administering council of SNWSEC and in addition to such other authority as may be granted to it in this agreement, shall be generally empowered to:

1. Administer the affairs of SNWSEC under direction of the Governing Board;
2. Review, revise, and recommend an annual budget to the Governing Board prior to June 30 of each year and approve all disbursements of funds within the approved budget or otherwise approved by the Governing Board;
3. Make recommendations to the Governing Board in the matter of policy, programs and such other matters as would enhance the function of SNWSEC;
4. Have all the functions essential and necessary to the administration of SNWSEC; including the recruitment, supervision, assignment of all personnel, and the recommendation to the Governing Board for employment and termination of licensed personnel and non-licensed personnel;

5. Be responsible for the management of the fiscal affairs related to the operation of SNWSEC and in such capacity shall authorize the payment of all bills and payroll checks, within the approved budget or otherwise approved by the Governing Board, and receive all monies on behalf of SNWSEC;
6. Make application for, receive, and administer federal and State aids, grants, and reimbursements for programs carried out by SNWSEC and for which SNWSEC is entitled
7. Bill each of the Participating Boards regularly for its proportionate share of the costs of operations of SNWSEC.

## **VI. FUNDING**

The costs of the operation of SNWSEC shall be borne by the Participating Boards. The Participating Boards' federal special education funds shall flow to SNWSEC from the Minnesota Department of Education. In addition, Participating Boards shall receive invoices on a monthly basis for their share of non-federal costs. Monthly invoices submitted to the Participating Boards will be based on estimates. A final reconciled invoice will be issued to each Participating Board after the close of the fiscal year (June 30).

Each Participating Board is responsible for its own costs incurred in due process proceedings, including, but not limited to, complaints, mediation, and due process hearings.

The SNWSEC will contract with a Participating Board to oversee and administer the SNWSEC's financial services related to the operation of SNWSEC. The Participating Board contracted to provide financial services for SNWSEC will neither experience financial gain or loss as a result of providing the SNWSEC with financial services. The financial services provided with the Participating Board with whom SNWSEC may that may include, but is not limited to:

1. Maintenance of records, disbursement of funds, and acceptance of receipts in accordance with the budget as approved by the Board
2. Applying for, receiving and administering state and federal aids, grants, and reimbursements for programs and services carried out by SNWSEC
3. Making payments to and requiring payment from Participating Boards as necessary and appropriate under the law and as directed by the By-Laws or Policies of SNWSEC
4. Paying all invoices, issuing all payroll checks and receiving all funds and invoicing Participating Boards for the proportionate share of the costs of operations of SNWSEC
5. Preparing and submitting necessary reports to the state and other agencies and filing all claims for reimbursement and state and federal aids to which SNWSEC is entitled
6. Establishing and maintaining financial records from which an annual report may be derived
7. If requested, providing an annual audit report to each of the Participating Boards.

Nothing herein shall prevent any Participating Board from applying separately for any benefits to which it may itself be entitled. The SNWSEC reserves the right to not contract with a Participating Board for financial services and instead to hire sufficient staff or contract with appropriate vendors to provide financial services as the Board sees fit.

## **VII. ADDITION OF PARTICIPATING BOARDS**

Any school district, not a Participating Board, may become a Participating Board member upon application to the Governing Board. Unanimous consent of the then Participating Boards is required to admit a new Participating Board. Such consent shall be shown by action approved by a two-thirds majority vote of each then Participating Board. Upon admission as a Participating Board of SNWSEC, the applying school district, by action of its School Board, shall agree to be

bound by the terms of this Agreement.

Upon admission to SNWSEC, a school district shall also agree to pay to SNWSEC a prorated cost for the real and personal property owned by SNWSEC, as of July 1<sup>st</sup> of the year the new Participating Board is admitted. The cost of this real and personal property shall be determined by records maintained by SNWSEC, to the extent such records exist. Before any new Participating Board is admitted into SNWSEC, the total cost and fiscal responsibility of the school district requesting membership shall be presented in writing to that school district.

Charter Schools established pursuant to Minn. Stat. Chap. 124E may be admitted as an "Associate" member of SNWSEC. By statute Charter Schools cannot be equal members of SNWSEC and a separate contract shall be in force between SNWSEC and any Charter School(s) admitted as an Associate Member.

### **VIII. Withdrawal**

All Participating Boards of SNWSEC are bound by the terms of this Agreement while it is a member of SNWSEC. Any Participating Boards may withdraw from this Agreement by providing all other Participating Boards written notice of intention to withdraw prior to February 1st of the fiscal year prior to the fiscal year withdrawal will occur with withdrawal. For example, written notice of withdrawal must be provided to the Governing Board prior to February 1, 2021 with withdrawal effective on June 30, 2022.

Upon withdrawal from SNWSEC the withdrawing Participating Board shall forfeit all rights to all real and tangible property owned by SNWSEC.

A Participating Board withdrawing from SNWSEC must pay a withdrawal fee in an amount necessary to cover capital lease or sublease obligations incurred by SNWSEC while the withdrawing Participating Board was a member of SNWSEC that are not fully satisfied or repaid at the time of withdrawal. The withdrawing Participating Board's withdrawal fee will be the sum total of its allocated shares of outstanding capital leases and subleases. For purposes of this section, a "capital lease or sublease" is an agreement by which SNWSEC is obligated to pay lease payments that include costs incurred by the lessor to construct or renovate space for SNWSEC.

### **IX. TERMINATION**

This Agreement may be terminated at any time by unanimous consent of the then Participating Boards. Such consent shall be shown by action approved by a majority vote of each then Participating Board. upon termination of this Agreement, all assets of SNWSEC, after payment of all outstanding debts and obligations, shall be distributed to the Participating Boards, who have not given notices of withdrawal, on a pro-rata basis as determined by the total district enrollment using each Participating Board's prior year December Child Count.

#### **A. Effects of Termination.**

1. Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.
2. Financial obligations shall continue until discharged by law, this Agreement or any other agreement.
3. Property acquired by SNWSEC shall be distributed based on the recommendation of the Superintendent Advisory Council. Surplus funds of the SNWSEC shall be returned to the Participating Boards (insert how the financial assets of the JPE will be divided).

### **X. AMENDMENT**

This Agreement may be amended only by a two-thirds majority vote of the Governing Board. Notice of any proposed amendment must be provided to the school board of all each Participating Boards at least 30 days prior to the effective date of the proposed amendment. Proposed amendments shall include a written document setting forth the specific language of the modifications and shall be signed by all Governing Board members proposing the amendment.

All Participating Boards shall be bound by the provisions of any amendment duly adopted regardless of whether or not a Participating Board approves of the amendment.

### **XI. INDEMNIFICATION AND HOLD HARMLESS**

A. Applicability. The SNWSEC shall be considered a separate and distinct public entity to which the Participating Boards have transferred all responsibility and control for actions taken pursuant to this Agreement. SNWSEC shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

B. Indemnification and Hold Harmless. The SNWSEC shall fully defend, indemnify and hold harmless the Participating Boards against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the SNWSEC. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Participating Boards pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Participating Boards that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Participating Board to this Agreement expressly declines responsibility for the acts or omissions of the other Participating Boards.

The Participating Boards of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Participating Boards.

### **XII. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Secretary of the Governing Board who maintain them at the primary office of SNWSEC.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective parties on the date(s) shown below:

**SIGNATURES OF PARTIES TO THIS AGREEMENT**

Chairperson, Becker School Board

Date

\_\_\_\_\_

\_\_\_\_\_

Clerk, Becker School Board

Date

\_\_\_\_\_

\_\_\_\_\_

Chairperson, Big Lake School Board

Date

\_\_\_\_\_

\_\_\_\_\_

Clerk, Big Lake School Board

Date

\_\_\_\_\_

\_\_\_\_\_

Chairperson, Monticello School Board

Date

\_\_\_\_\_

\_\_\_\_\_

Clerk, Monticello School Board

Date

\_\_\_\_\_

\_\_\_\_\_



*“Preparing self-directed learners to thrive in a changing global community”*

RESOLUTION FOR ENACTMENT OF REVISED JOINT POWERS AGREEMENT RELATED TO THE SHERBURNE NORTHERN WRIGHT SPECIAL EDUCATION COOPERATIVE.

May 3, 2021

WHEREAS, ISD No. 0726 Becker Public Schools is a member of the Sherburne Northern Wright Special Education Cooperative (“SNWSEC”) and as of January 5, 2015 is a signatory to a Joint Powers Agreement governing the activities of SNWSEC (“JPA”); and

WHEREAS, effective June 30, 2021, the St. Michael Albertville School District, a charter member of SNWSEC, is withdrawing from SNWSEC in accordance with the JPA currently in effect; and

WHEREAS, due to the withdrawal of the St. Michael Albertville School District from SNWSEC, the remaining members, Becker School District, Big Lake School District and Monticello School District, deem it an appropriate time to review and amend the JPA, including, but not limited to changing the structure of SNWSEC’s Governing Board and designating each member district’s superintendent as a member of a newly established Superintendents’ Advisory Board; and

WHEREAS, the Board of Becker Public Schools has reviewed the attached amended draft of the JPA submitted for approval by SNWSEC’s Director of Special Education.

NOW THEREFORE, BE IT RESOLVED, that the Board of Becker Public Schools hereby approves and enacts the amendments to the Joint Powers Agreement of the Sherburne Northern Wright Special Education Cooperative.

IT IS CERTIFIED that this resolution is adopted by the Board of the Becker Public Schools, on this 3rd day of May, 2021.

Motion by: \_\_\_\_\_ Seconded: \_\_\_\_\_

Aye: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Nay:

Abstain:

Certified by: \_\_\_\_\_  
Clerk of Becker Public Schools School Board

**Becker Public Schools #726**  
**District Revenues and Expenditures**  
**Revised 2020-21 Budget**

Fund	6/30/20 Audited Fund Balance	Revenues	Expenditures	Other Financing Sources	Variance	6/30/21 Proj. Ending Fund Balance
<b>General Fund</b>	\$ 1,345,218	\$ 36,322,551	\$ 36,027,313	\$ 249,000	\$ 544,238	\$ 1,889,456
<b>Less: Capital Reserves</b>						
Operating Capital	\$ 22,531	\$ 1,501,644	\$ 1,771,635	\$ 249,000	\$ (20,991)	\$ 1,540
Long-Term Facilities Maint	\$ 1,250	\$ 1,027,206	\$ 997,079	\$ -	\$ 30,127	\$ 31,377
<b>Total Capital Reserves</b>	<b>\$ 23,781</b>	<b>\$ 2,528,850</b>	<b>\$ 2,768,714</b>	<b>\$ 249,000</b>	<b>\$ 9,136</b>	<b>\$ 32,917</b>
Assigned Fund Balances	\$ 209,192	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ 209,192 <sup>23</sup>
Non-Spendable Fund Balances	\$ 447,815	\$ 447,815	\$ 447,815	\$ -	\$ -	\$ 447,815
<b>General Fund Unassigned</b>	<b>\$ 664,430</b>	<b>\$ 33,235,886</b>	<b>\$ 32,700,784</b>	<b>\$ -</b>	<b>\$ 535,102</b>	<b>\$ 1,199,532</b>
<b>Food Service Fund</b>	<b>\$ 118,412</b>	<b>\$ 1,704,432</b>	<b>\$ 1,534,410</b>	<b>\$ -</b>	<b>\$ 170,022</b>	<b>\$ 288,434</b>
<b>Community Service Fund</b>						
Reserved for Community Ed	\$ 21,536	\$ 746,727	\$ 773,092	\$ 30,000	\$ 3,635	\$ 25,171
Reserved for ECFE	\$ 150,717	\$ 190,199	\$ 182,288	\$ -	\$ 7,911	\$ 158,628
Reserved for School Readiness	\$ 5,833	\$ 366,996	\$ 403,787	\$ 40,000	\$ 3,209	\$ 9,042
<b>Community Service Fund</b>	<b>\$ 178,086</b>	<b>\$ 1,303,922</b>	<b>\$ 1,359,167</b>	<b>\$ 70,000</b>	<b>\$ 14,755</b>	<b>\$ 192,841</b>
<b>Debt Service Fund</b>	<b>\$ 742,873</b>	<b>\$ 11,072,243</b>	<b>\$ 11,113,413</b>	<b>\$ -</b>	<b>\$ (41,170)</b>	<b>\$ 701,703</b>
<b>Total All Funds</b>	<b>\$ 2,384,589</b>	<b>\$ 50,403,148</b>	<b>\$ 50,034,303</b>	<b>\$ 319,000</b>	<b>\$ 687,845</b>	<b>\$ 3,072,434</b>

**Becker Public Schools #726**  
**District Revenues and Expenditures**  
**Original 2021-22 Budget**

Fund	6/30/21 Projected Fund Balance	Revenues	Expenditures	Other Financing Sources	Variance	6/30/22 Proj. Ending Fund Balance
<b>General Fund</b>	\$ 1,889,456	\$ 35,591,849	\$ 35,566,094	\$ 229,000	\$ 254,755	\$ 2,144,211
<b>Less: Capital Reserves</b>						
Operating Capital	\$ 1,540	\$ 1,435,885	\$ 1,633,427	\$ 229,000	\$ 31,458	\$ 32,998
Long-Term Facilities Maint	\$ 31,377	\$ 1,065,442	\$ 1,018,199	\$ -	\$ 47,243	\$ 78,620
<b>Total Capital Reserves</b>	<b>\$ 32,917</b>	<b>\$ 2,501,327</b>	<b>\$ 2,651,626</b>	<b>\$ 229,000</b>	<b>\$ 78,701</b>	<b>\$ 111,618</b>
Assigned Fund Balances	\$ 209,192	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ 209,192
Non-Spendable Fund Balances	\$ 447,815	\$ 447,815	\$ 447,815	\$ -	\$ -	\$ 447,815
<b>General Fund Unassigned</b>	<b>\$ 1,199,532</b>	<b>\$ 32,392,707</b>	<b>\$ 32,216,653</b>	<b>\$ -</b>	<b>\$ 176,054</b>	<b>\$ 1,375,586</b>
<b>Food Service Fund</b>	<b>\$ 288,434</b>	<b>\$ 1,676,200</b>	<b>\$ 1,732,509</b>	<b>\$ -</b>	<b>\$ (56,309)</b>	<b>\$ 232,125</b>
<b>Community Service Fund</b>						
Reserved for Community Ed	\$ 25,171	\$ 906,030	\$ 919,751	\$ -	\$ (13,721)	\$ 11,450
Reserved for ECFE	\$ 158,628	\$ 191,932	\$ 212,936	\$ -	\$ (21,004)	\$ 137,624
Reserved for School Readiness	\$ 9,042	\$ 425,016	\$ 410,875	\$ -	\$ 14,141	\$ 23,183
<b>Community Service Fund</b>	<b>\$ 192,841</b>	<b>\$ 1,522,978</b>	<b>\$ 1,543,562</b>	<b>\$ -</b>	<b>\$ (20,584)</b>	<b>\$ 172,257</b>
<b>Debt Service Fund</b>	<b>\$ 701,703</b>	<b>\$ 3,501,546</b>	<b>\$ 3,426,201</b>	<b>\$ -</b>	<b>\$ 75,345</b>	<b>\$ 777,048</b>
<b>Total All Funds</b>	<b>\$ 3,072,434</b>	<b>\$ 42,292,573</b>	<b>\$ 42,268,366</b>	<b>\$ 229,000</b>	<b>\$ 253,207</b>	<b>\$ 3,325,641</b>

### District Facilities

**Belief: Becker Public Schools will have a welcoming atmosphere to all users of the facilities.**

**Goal #1-**Follow recommendations from green space study completed in conjunction with the City of Becker.

**Goal #2-**Create and maintain long-term plans ensuring effective use of LTFM funding and 2019-2020 school district facilities study.

### Communication

**Belief: Becker Public Schools will communicate effectively with all stakeholders.**

**Goal #3-**Increase timely, relevant, and accurate communication that engages students, parents, staff, and community members as partners in education. (Develop and continue with enhanced district communication.)

- Parental communication online (website, Twitter,
- Facebook, Sky Alert, notes home).
- All forms and payments electronically available.
- Submitted articles to Patriot.

### Instructional

**Belief: Grading and assessment will reflect what students know are able to do.**

**Goal #4-**Maximize the achievement of all students through effective instruction, challenging and engaging curriculum, and aligned assessments. (Continue to develop a plan to support the diverse needs of students.)

- MCA and Fastbridge scores improve year over year in specific areas.
- PLC work focuses on what students need to know or do, how do we know when students know or can do, what to do if students do not know or cannot do, what to do if students already know or can do

**Goal #5-** Maximize academic achievement in a personalized learning environment resulting in all students graduating college and career and life ready.

- CCR Meetings with students in HS.
- Offer 2 years of college credit for all core areas within Becker High School.

### Technology

**Belief: Becker Public Schools will Leverage resources to support self-directed learning to communicate, create, collaborate, and think critically.**

**Goal #6-**All students will use technology in the design, building, and testing of solutions to real-world problems

- Ignite and inspire students to explore their passions and share their talents.

- Becker schools will provide educational pathways to match the current demand of instructional flexibility.
- Continue to provide exceptional support to staff and students through leveraging the help desk on 90% of requests.

### **Professional Development**

**Belief: Becker Public Schools will utilize highly qualified staff to increase learning opportunities for staff and students.**

- Goal #7-**Provide opportunities for all staff to improve learning options.
- Teacher Evaluation program and feedback from Administration.
  - Use of curricular area development through internal experts.

### **Overall District Goals**

- Goal #8-**Balance Budget per policy 714
- Critically analyze individual programs and associated costs.
  - Utilize a plan for meeting budget policy of 8%.
- Goal #9-**Customer Service and Safe Secure Learning Environment
- Provide positive experiences for all visitors and potential new students.
  - Improve response time to all communication both internally and externally.
  - Provide training for staff members on customer service.