



Excellence. For each and every student.

**BOARD OF EDUCATION**

Regular Meeting - Monday, September 14, 2020 - 7:00 PM  
Central Middle School  
305 Vicksburg Lane North  
Plymouth, MN 55447

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**Minutes of Regular Meeting Meeting**

A Regular Meeting Meeting of the Board of Education of Wayzata Public Schools was held Monday, September 14, 2020, beginning at 7:00 PM in the Central Middle School  
305 Vicksburg Lane North  
Plymouth, MN 55447.

**1. CALL TO ORDER/ROLL CALL**



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Call to Order

**ITEM:** Roll Call Attendance

**COMMENTS BY:** Andrea Cuene, Board Chair

	<b>PRESENT</b>	<b>ABSENT</b>
Linda Cohen	_____	_____
Seanne Falconer	_____	_____
Sarah Johansen	_____	_____
Chris McCullough	_____	_____
Cheryl Polzin	_____	_____
Bonita Lucky	_____	_____
Andrea Cuene	_____	_____
Chace Anderson, ex-officio	_____	_____

**2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS**



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Approval of Agenda and Consent Agenda Items

**COMMENTS BY:** Andrea Cuene, Board Chair

Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed as a Consent Agenda item and addressed. Consent Agenda items are as follows:

- 2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS**
- 2.A. Approval of Minutes
- 2.B. Finance and Business Services
  - 2.B.1. Monthly Reports
  - 2.B.2. P-Card Approvals
  - 2.B.3. Annual Designations Update
  - 2.B.4. Minnesota State High School League Membership Fee Update
- 2.C. Human Resource Services
  - 2.C.1. Monthly Recommendations
- 2.D. Updated 2020-2021 Semester 1 School Days Calendar

**Recommended Action:** Approve the full agenda as presented, and the consent agenda items.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

A. Approval of Minutes



Excellence. For each and every student.

**BOARD OF EDUCATION**  
Regular Meeting - Monday, August 10 - 7:00 PM  
Zoom Teleconference

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## **Minutes of Regular Meeting**

A Regular Meeting of the Board of Education of Wayzata Public Schools was held Monday, August 10, 2020, beginning at 7:00 PM via Zoom Teleconference.

### **1. CALL TO ORDER/ROLL CALL**

Board Chair Andrea Cuene called the meeting to order. Board Clerk Bonita Lucky called the roll. All members present: Linda Cohen, Andrea Cuene, Seanne Falconer, Sarah Johansen, Bonita Lucky, Chris -McCullough, Cheryl Polzin, and ex-officio Chace B. Anderson

### **2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS**

Approve the agenda and the consent agenda items. This motion, made by Linda Cohen and seconded by Seanne Falconer, Passed.

Linda Cohen: Aye, Andrea Cuene: Aye, Seanne Falconer: Aye, Sarah Johansen: Aye, Bonita Lucky: Aye, Chris McCullough: Aye, Cheryl Polzin: Aye  
Aye: 7, Nay: 0

#### **2.A. Approval of Minutes**

#### **2.B. Finance and Business Services**

##### **2.B.1. Monthly Reports**

#### **2.C. Human Resource Services**

##### **2.C.1. Monthly Recommendations**

### **3. REPORTS FROM ORGANIZATIONS**

### **4. RECOGNITIONS**

#### **4.A. Retiree Recognitions**

Superintendent Anderson recognized our retirees for their years of service to the District.

### **5. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD**

### **6. STUDENT CURRICULUM PRESENTATION**

### **7. ADMINISTRATIVE REPORTS AND RECOMMENDATIONS**

#### **7.A. Superintendent**

##### **7.A.1. Resolution to Approve Base Learning Model**

Approve the Resolution outlining flexible guidelines for Wayzata Public Schools. Authorize the Superintendent and designees to adapt these scenarios as needed to meet the requirements and to best meet the needs of students, families, and staff in an ever-changing pandemic climate. This motion, made by Chris McCullough and seconded by Cheryl Polzin, Passed.

Linda Cohen: Aye, Andrea Cuene: Aye, Seanne Falconer: Aye, Sarah Johansen: Aye, Bonita Lucky: Aye, Chris McCullough: Aye, Cheryl Polzin: Aye  
Aye: 7, Nay: 0

#### 7.A.2. Approve Policy 103 Face Coverings

Approve Policy 103: Face Coverings as presented. This motion, made by Cheryl Polzin and seconded by Linda Cohen, Passed.

Linda Cohen: Aye, Andrea Cuene: Aye, Seanne Falconer: Aye, Sarah Johansen: Aye, Bonita Lucky: Aye, Chris McCullough: Aye, Cheryl Polzin: Aye  
Aye: 7, Nay: 0

### 7.B. Teaching and Learning

#### 7.C. Finance and Business Services

##### 7.C.1. Monthly Financial Reports

##### 7.C.2. Sunset Hill Site Safety Improvement Project- Ground Improvement for Retaining Wall Support

Authorize the Executive Director of Finance and Business Services to Accept and Approve Change Orders Related to Sunset Hill Site Safety Improvement Project-Ground Improvement for Retaining Wall Support. This motion, made by Linda Cohen and seconded by Cheryl Polzin, Passed.

Linda Cohen: Aye, Andrea Cuene: Aye, Seanne Falconer: Aye, Sarah Johansen: Aye, Bonita Lucky: Aye, Chris McCullough: Aye, Cheryl Polzin: Aye  
Aye: 7, Nay: 0

##### 7.C.3. Joint Powers Agreement for Creekside Hills Trail

Approve the Joint Powers Agreement between Independent School District 284 and the City of Plymouth for the Creekside Hills Trail. This motion, made by Chris McCullough and seconded by Cheryl Polzin, Passed.

Linda Cohen: Aye, Andrea Cuene: Aye, Seanne Falconer: Aye, Sarah Johansen: Aye, Bonita Lucky: Aye, Chris McCullough: Aye, Cheryl Polzin: Aye  
Aye: 7, Nay: 0

#### 7.D. Human Resource Services

### 8. OTHER BOARD ACTION

### 9. BOARD REPORTS

### 10. ADJOURN

Call the meeting to a close at 9:35 pm. This motion, made by Seanne Falconer and seconded by Bonita Lucky, Passed.

Linda Cohen: Aye, Andrea Cuene: Aye, Seanne Falconer: Aye, Sarah Johansen: Aye, Bonita Lucky: Aye, Chris McCullough: Aye, Cheryl Polzin: Aye  
Aye: 7, Nay: 0



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Approval of Board Minutes

**COMMENTS BY:** Bonita Lucky, Board Clerk

Approve the minutes of the following meetings:

- August 10, 2020 Regular Meeting
- August 20, 2020 Closed Meeting

**Recommended Action:** Approve the minutes of the Board meetings.

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_ **8** \_\_\_\_\_



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**BOARD OF EDUCATION**  
Closed Meeting - Monday, August 20 - 5:00 PM  
Zoom Teleconference

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### **Minutes of Closed Meeting**

A Closed Meeting of the Board of Education of Wayzata Public Schools was held Monday, August 20, 2020, beginning at 5:00 PM via Zoom Teleconference. This meeting was closed for the purposes of labor negotiations and Superintendent's contract/performance review.

#### **1. CALL TO ORDER/ROLL CALL**

Board Chair Andrea Cuene called the meeting to order. Board Clerk Bonita Lucky called the roll. Members present: Linda Cohen, Andrea Cuene, Seanne Falconer, Sarah Johansen, Bonita Lucky, Chris -McCullough, Cheryl Polzin. Ex-officio member Superintendent Chace B. Anderson was absent.

#### **2. Superintendent's Review**

#### **3. ADJOURN**

The meeting was adjourned at 7:00 pm.

B. Finance and Business Services

1. Monthly Reports



### School Board

Regular Meeting – September 14, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

**Finance and Business Recommendations**

These routine items are presented for School Board review and approval through a single consent motion.

**Monthly Bills**

The attached lists itemize claims for which the School Board is requested to authorize payment.

General Checking Account for August 2020	\$8,286,353
Wire Transfer, EFT & ACH for August 2020	\$9,934,900

**Acknowledgement of Contributions**

Minn. Stat. 465.03 - GIFTS TO MUNICIPALITIES.

“Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”

The School Board is requested to accept the attached list of donations received in August 2020.

Cash Donations	\$4,124.50
In-Kind Donations	\$0.00

**Recommended Action:** Approve the checking account and wire transfer payments and accept with appreciation the donations, which are in compliance with current district policy and guidelines.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

**WAYZATA PUBLIC SCHOOLS  
MONTHLY DONATION SUMMARY  
August 2020**

<b>DONATED BY</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Wells Fargo YourCause	SSH - Student Activities	\$ 455.00
James Thompson	EMS - Student Scholarship Materials	100.00
Wells Fargo YourCause	WMS - Student Scholarship	35.00
Wayzata West PTA	Teacher Lunches - First Day of School	88.90
Wells Fargo YourCause	WHS - Student Support Sevices	70.00
Medtronic YourCause	WHS - Student Support Sevices	155.60
Target Corportation	GL - Student Activities	20.00
Target Corportation	KL - Student Activities & Supplies	30.00
Target Corportation	CMS - Student Scholarships & Classroom Supplies	30.00
Wells Fargo YourCause	WMS - Student Scholarships	140.00
Wayzata West PTA	WMS - Student Scholarships	<u>3,000.00</u>
<b>TOTAL CASH DONATIONS</b>		<b><u>\$ 4,124.50</u></b>
<b>TOTAL IN-KIND DONATIONS</b>		<b><u>\$ -</u></b>

**WAYZATA PUBLIC SCHOOLS**  
**CHECK REPORT**  
**AUGUST 2020**

CHECK #	VENDOR	DESCRIPTION	DATE	AMOUNT
11318	DELTA DENTAL PLAN OF MN	Ins. Tracking Billing	8/31/2020	\$ -
11319	PREFERREDONE	Ins. Tracking Billing	8/31/2020	\$ -
709649	KIDCREATE STUDIO	REFUND	8/19/2020	\$ -
202100058	HODENA, MELISSA	REIMBURSEMENT	8/27/2020	\$ 5.98
11024	PREMIUM WATERS INC	GW WATER SERV DUE	8/6/2020	\$ 10.28
11296	STEWART, KRISTI	CUL REFUND	8/27/2020	\$ 12.80
709688	FERGUSON ENTERPRISES, INC #1657	SERVICE CHARGE	8/27/2020	\$ 14.40
11229	BENNETT, FRANCES	CUL REFUND	8/27/2020	\$ 17.20
709675	SCHOOL HEALTH CORP	MR WK Health Supplies - Home Base	8/20/2020	\$ 18.00
202100040	RWAILI, SAAD	REIMBURSEMENT	8/6/2020	\$ 19.00
202100045	BAJARI, BROOKS	REIMBURSEMENT	8/13/2020	\$ 19.00
11079	SCHOOL NUTRITION ASSOCIATION	CERTIFICATION PROGRAM APPLICATIONS	8/13/2020	\$ 20.00
202100056	GALLAGHER, KODY	REIMBURSEMENT	8/27/2020	\$ 20.00
202100060	PERKINS, CASEY	REIMBURSEMENT	8/27/2020	\$ 20.00
202100044	WATKINS, CARY	REIMBURSEMENT	8/6/2020	\$ 23.00
202100054	DORAN, SUSAN	REIMBURSEMENT	8/27/2020	\$ 23.90
11191	PUDIL, BRYANT	CUL REFUND	8/20/2020	\$ 24.95
11158	HUPP, CHRISTOPHER	CUL REFUND	8/20/2020	\$ 27.35
202100059	NYGORD, DAVID	REIMBURSEMENT	8/27/2020	\$ 28.41
11302	TABAKOVA, HANNA	CUL REFUND	8/27/2020	\$ 32.70
11283	PREMIUM WATERS INC	WATER SH	8/27/2020	\$ 32.95
11168	LESSON PIX	SPED - ESC	8/20/2020	\$ 33.84
11125	CENTERPOINT ENERGY	MONTHLY SERV	8/20/2020	\$ 35.44
11255	HREHA-MAYER, NANCY	CUL REFUND	8/27/2020	\$ 37.05
11127	CHAPMAN, PAULA	CUL REFUND	8/20/2020	\$ 37.25
11199	STILLDAY, LEIGH	CUL REFUND	8/20/2020	\$ 39.65
202100053	BINOY, CHITHRA	REIMBURSEMENT	8/27/2020	\$ 39.90
11194	ROSENWALD, URI	BIKE TEAM COACH REG FEE	8/20/2020	\$ 40.00
202100035	FARRINGTON, ASHLEY	REIMBURSEMENT	8/6/2020	\$ 40.79
11273	MRI SOFTWARE LLC	PROF SERV	8/27/2020	\$ 42.00
202100043	VOGT, NANCY	REIMBURSEMENT	8/6/2020	\$ 44.00
11157	HOUSE, MELISSA	CUL REFUND	8/20/2020	\$ 44.55
709676	SHRED-N-GO	DAB MR SHREDDING SERVICE	8/20/2020	\$ 45.00
709643	SHIFFLER EQUIPMENT SALES, INC	CMS - Chair repair kits	8/6/2020	\$ 45.16
202100046	BODIN, NATALIE	REIMBURSEMENT	8/13/2020	\$ 47.50
11289	SAUNDERS, SHARON	SIMS SPED SUMMER	8/27/2020	\$ 47.56
202100038	KROCAK, GREGORY	REIMBURSEMENT	8/6/2020	\$ 49.00
202100051	KVAM, DANA	REIMBURSEMENT	8/13/2020	\$ 49.00
11265	LARSON CO, J. H.	SERV CHG	8/27/2020	\$ 49.57
11014	FUN ENGINEERZ LLC	PROF SERV	8/6/2020	\$ 50.00
202100033	ANDERSEN-LAWRANCE, CAROL	REIMBURSEMENT	8/6/2020	\$ 52.00
202100034	ELIAS, MARK	REIMBURSEMENT	8/6/2020	\$ 53.50
202100049	HOLDEN, CARLY	REIMBURSEMENT	8/13/2020	\$ 53.50
202100061	SCHMIDT, AMY	REIMBURSEMENT	8/27/2020	\$ 53.65
11285	RINDT, ANNA	CUL REFUND	8/27/2020	\$ 53.90
11056	INTELLIGERE INC	PROF SERV	8/13/2020	\$ 55.00
709652	PEPPER & SON INC., J. W.	Band Classroom supplies	8/13/2020	\$ 55.00
202100032	ALSTAD, KRISTEN	REIMBURSEMENT	8/6/2020	\$ 55.32
11226	ANDERSON, JOHN	CUL REFUND	8/27/2020	\$ 56.60
11259	KAMPHENKEL, JENNA	CUL REFUND	8/27/2020	\$ 57.30
709670	PEPPER & SON INC., J. W.	CMS CHOIR CLASSROOM SUPPLIES	8/20/2020	\$ 58.15
11272	MONAHAN, LAURA	WHS PARKING REFUND	8/27/2020	\$ 60.00
11274	NELKO, RACHELLE	WHS PARKING REFUND	8/27/2020	\$ 60.00
709680	TRIO SUPPLY CO	CSF - PAPER - SUMMER FEEDING PROGRAMS	8/20/2020	\$ 65.21
709695	TRIO SUPPLY CO	CSF - PAPER - SUMMER FEEDING PROGRAMS	8/27/2020	\$ 65.21
709691	REALLY GOOD STUFF	BTS SUPPLIES	8/27/2020	\$ 65.44
11071	PATEL, MEGHNA	DI REIMBURSEMENT	8/13/2020	\$ 67.96
202100041	SAGEDAHL, MICHELLE	13 REIMBURSEMENT	8/6/2020	\$ 70.00
11115	APPLE INC	Blanket PO for Apple Repairs	8/20/2020	\$ 72.85
11045	EDINA BAND BOOSTERS	CONSORTIUM COMMISSION	8/13/2020	\$ 75.00

CHECK #	VENDOR	DESCRIPTION	DATE	AMOUNT
11230	BERRY COFFEE COMPANY	DAB COFFEE SERVICE	8/27/2020	\$ 80.14
11234	BREON, JULIE	CUL REFUND	8/27/2020	\$ 81.75
202100050	IORIO, ALYSE	REIMBURSEMENT	8/13/2020	\$ 84.75
11063	LYNN CARD CO	STAFF CARDS	8/13/2020	\$ 86.95
11128	CITI-CARGO & STORAGE	STORAGE	8/20/2020	\$ 87.00
11288	SANCHEZ, SAM	CUL REFUND	8/27/2020	\$ 87.25
11204	TIMMINS, CARRIE	CUL REFUND	8/20/2020	\$ 87.45
202100047	DEROCHER, DEMAE	REIMBURSEMENT	8/13/2020	\$ 88.41
11240	DORSEY, ANNE	CUL REFUND	8/27/2020	\$ 91.15
11087	UPS FREIGHT	RE-DELIVERY CHARGE	8/13/2020	\$ 95.00
202100048	ELLIS, SARAH	REIMBURSEMENT	8/13/2020	\$ 95.65
11044	DEWOLF, MATT	DI REIMBURSEMENT	8/13/2020	\$ 100.00
11064	MAGAN, ANU	DI REIMBURSEMENT	8/13/2020	\$ 100.00
11195	ROTHER, APRIL	DI SUPPLY REIMBURSE	8/20/2020	\$ 100.00
11263	KRUSE, DIANE	CUL REFUND	8/27/2020	\$ 100.50
202100039	RAVNHOLDT, TANYA	REIMBURSEMENT	8/6/2020	\$ 102.03
11145	FAWCETT, REBEKAH	CUL REFUND	8/20/2020	\$ 104.45
11172	MACKIN EDUCATIONAL RESOURCES	MEDIA CENTER BOOKS-PTO	8/20/2020	\$ 108.10
11178	MN ASSN OF SCHOOL BUSINESS OFFICIALS	MEMBERSHIP	8/20/2020	\$ 110.00
709664	FORKLIFTS OF MN INC	CSF FORKLIFT MAINTENANCE	8/20/2020	\$ 116.43
11039	CITI-CARGO & STORAGE	KL STORAGE UNIT REMOVAL	8/13/2020	\$ 120.00
11314	ZHANG, PUQIANG	CUL REFUND	8/27/2020	\$ 124.40
11213	WEAVING CULTURES, LLC	PROF SERV	8/20/2020	\$ 130.00
202100042	STAHL, MARLA	REIMBURSEMENT	8/6/2020	\$ 132.50
11174	MARY RUTH BOOKS INC	MARY RUTH BOOK ORDER 1ST GRADE CLASSROOM	8/20/2020	\$ 135.36
11264	LANGUAGE LINE SERVICES	LANGUAGE LINE	8/27/2020	\$ 135.44
709692	SCHOOL HEALTH CORP	SPED - ESC	8/27/2020	\$ 136.67
709696	XEROX CORPORATION	NW COPIER LEASE & MAINTENANCE	8/27/2020	\$ 138.50
11023	NATL ASSN OF SCHOOL NURSES	HEALTH SERVICES - ESC	8/6/2020	\$ 150.00
11084	ST PAUL BEVERAGE SOLUTIONS, LLC	MILK - WAYZATA KIDS SUMMER PROGRAMS	8/13/2020	\$ 152.30
709642	SCHOOL HEALTH CORP	HEALTH SERVICES- PC	8/6/2020	\$ 156.71
11269	MN ASSN OF SCHOOL BUSINESS OFFICIALS	TAX LEVY WORKSHOP	8/27/2020	\$ 160.00
11021	MARS CO, W. P. & R.S.	SUPPLIES	8/6/2020	\$ 160.65
11252	GUSTAFSON, SHANE	CUL REFUND	8/27/2020	\$ 161.35
202100057	HANSEN, ELIZABETH	REIMBURSEMENT	8/27/2020	\$ 163.50
11030	FLORIDA STATE DISBURSEMENT UNIT	Payroll accrual	8/13/2020	\$ 165.30
11316	FLORIDA STATE DISBURSEMENT UNIT	Payroll accrual	8/31/2020	\$ 165.30
11065	MARY RUTH BOOKS INC	SPED - NW	8/13/2020	\$ 177.10
11011	CREATING ART INC	FAIRY GARDEN CAMP	8/6/2020	\$ 180.00
709686	COMMERCIAL KITCHEN SERVICES	SERVICE & SUPPLIES	8/27/2020	\$ 180.00
11250	GRAINGER INC., W. W.	Flatbed Wheels - HS & MR	8/27/2020	\$ 186.08
11201	ST PAUL BEVERAGE SOLUTIONS, LLC	MILK - WAYZATA KIDS SUMMER PROGRAMS	8/20/2020	\$ 191.14
11294	STAVE, JENNIFER	EARLY ENTRANCE 2020 REFUND	8/27/2020	\$ 200.00
11155	HIGHWAY 55 RENTAL & SALES INC	CMS IRRIGATION	8/20/2020	\$ 202.00
11022	MINNEAPOLIS PUBLIC SCHOOLS	MPSI forms for ECS	8/6/2020	\$ 202.40
11298	ST PAUL BEVERAGE SOLUTIONS, LLC	MILK - WAYZATA KIDS SUMMER PROGRAMS	8/27/2020	\$ 210.38
11241	DRIVER & VEHICLE SERVICES RENEWAL	LIC TAB RENEW PLATE	8/27/2020	\$ 212.25
11119	BEER SYSTEM MAINTENANCE	CONDIMENT PUMPS	8/20/2020	\$ 215.00
11146	FIRST IMPRESSIONS SCREEN PRINTING	BANNER	8/20/2020	\$ 225.00
11103	ACME TOOLS - PLYMOUTH	WHS IRRIGATION	8/20/2020	\$ 227.99
11142	ELECTRIC MOTOR REPAIR INC	CMS RTU#31	8/20/2020	\$ 228.80
709660	ADI	SH SERVICE	8/20/2020	\$ 236.98
202100052	WINDSOR, CYNTHIA	REIMBURSEMENT	8/13/2020	\$ 240.76
11189	POPP COMMUNICATIONS	for long distance calls	8/20/2020	\$ 246.24
11122	CARLSON, LISA	CUL REFUND	8/20/2020	\$ 246.65
11152	GRAINGER INC., W. W.	DAB EXHAUST FAN	8/20/2020	\$ 249.73
11249	GM FINANCIAL LEASING	WHS Parking Lot Car Lease	8/27/2020	\$ 250.24
11164	KIDCREATE STUDIO	TIE DYE PARTY	8/20/2020	\$ 252.00
709685	ALLEGRA PRINT & IMAGING	ESC ALLEGRA ORDER #29	8/27/2020	\$ 256.80
11208	UNLIMITED SUPPLIES	CMS SIGNAGE	8/20/2020	\$ 260.18
709669	MINNESOTA EQUIPMENT	CMS JD PARTS	8/20/2020	\$ 264.38
11105	ACT INC	TESTING	8/20/2020	\$ 266.00
709650	WACKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS	HEALTH NON PUB-PROVIDENCE	8/13/2020	\$ 266.81
202100037	KIMBLER, RODNEY	14 REIMBURSEMENT	8/6/2020	\$ 271.39
11015	GM FINANCIAL LEASING	WHS Parking Lot Car Lease	8/6/2020	\$ 275.48
11003	ABLENET	SPED - ECSE	8/6/2020	\$ 280.00
11059	JIMMY'S JOHNNYS INC	CE BIFFY'S BV	8/13/2020	\$ 280.00

CHECK #	VENDOR	DESCRIPTION	DATE	AMOUNT
11078	SCHOOL DATEBOOKS, INC	SUPPLIES	8/13/2020	\$ 298.73
202100055	DUENAS, DOMINIC	REIMBURSEMENT	8/27/2020	\$ 314.94
202100036	JOHNSON, BONNIE	REIMBURSEMENT	8/6/2020	\$ 324.13
11117	B & H PHOTO & ELECTRONICS	Transition school	8/20/2020	\$ 327.32
11190	PRAIRIE RESTORATIONS, INC	SH - Prairie Restoration	8/20/2020	\$ 380.00
709651	MOTG (MN OFFICE TECHNOLOGY GRP)	MAINT	8/13/2020	\$ 398.57
11156	HILL CO, ROBERT B.	NW SALT	8/20/2020	\$ 412.30
11073	PREMIUM WATERS INC	WATER	8/13/2020	\$ 412.94
11173	MARS CO, W. P. & R.S.	SUPPLIES	8/20/2020	\$ 429.67
11140	EBC (EDUCATORS BENEFIT CONSULTANTS)	admin and compliance service	8/20/2020	\$ 439.03
11049	FUN ENGINEERZ LLC	MAGIC SCHOOL BUS	8/13/2020	\$ 440.00
11300	SUMMIT COMPANIES	SUPPLIES	8/27/2020	\$ 462.50
11167	LARSON CO, GUSTAVE A.	CSF STOCK	8/20/2020	\$ 467.96
11193	RIVERSIDE INSIGHTS	CogAT Online Test_	8/20/2020	\$ 477.00
709655	SCHOLASTIC INC	TITLE ENGAGEMENT - BV	8/13/2020	\$ 496.47
11161	JOHNSTONE SUPPLY	SH DATA AIR	8/20/2020	\$ 497.36
11207	UNIVERSITY OF NEW MEXICO	TUITION	8/20/2020	\$ 500.00
11179	MN ASSN OF STUDENT COUNCILS	2019 WORKSHOP	8/20/2020	\$ 550.00
11069	NATL SCHOOL PUBLIC RELATIONS ASSN	National School Public Relations Association MBSHPS	8/13/2020	\$ 555.00
11053	INGINA LLC	PROF SERV	8/13/2020	\$ 575.00
11192	PUMP & METER SERVICE, INC	WO REPAIR	8/20/2020	\$ 597.88
11138	EARL F ANDERSEN INC	SIGN HARDWARE	8/20/2020	\$ 600.50
709667	INTERSTATE POWER SYSTEMS	CMS REPAIR	8/20/2020	\$ 640.66
11169	LOFFLER COMPANIES INC	WHS COPY CENTER IONS SOFTWARE MAINTENANCE	8/20/2020	\$ 670.00
11141	EDGE ENTERPRISES INC	SPED - ESC	8/20/2020	\$ 673.20
709671	PIONEER MANUFACTURING CO	DIST USE	8/20/2020	\$ 730.80
11111	ALL SAFE	SERVICE	8/20/2020	\$ 734.82
709678	STAPLES BUSINESS ADVANTAGE	WHS/CSF - Supplies	8/20/2020	\$ 743.38
709687	DEMCO, INC.	WEF GRANT	8/27/2020	\$ 745.28
709689	IRON MOUNTAIN	STORAGE	8/27/2020	\$ 752.28
709690	MCGRAW HILL SCHOOL EDUCATION HOLDINGS LLC	TE FIRST GR SS	8/27/2020	\$ 755.77
709673	REINDERS	WHS SOFTBALL FIELD REPAIR	8/20/2020	\$ 774.97
11165	KINECT ENERGY INC	AUG 2020 MGMT FEE	8/20/2020	\$ 788.00
11085	SUNDE LAND SURVEYING, LLC	PROF SERV	8/13/2020	\$ 803.50
11211	VIKING ELECTRIC SUPPLY, INC	CMS IRRIGATION	8/20/2020	\$ 804.62
709644	STAPLES BUSINESS ADVANTAGE	WK SUM BV SUPPLIES	8/6/2020	\$ 807.58
11291	SONOVA USA INC	SPED - ESC	8/27/2020	\$ 815.41
709647	BLICK ART MATERIALS	EMS ART	8/13/2020	\$ 831.11
709653	REALLY GOOD STUFF	Folders	8/13/2020	\$ 849.22
11275	NEW ENGLAND SECURITY LOCK CO	EMS HALLWAY LOCKS	8/27/2020	\$ 852.86
11008	CITI-CARGO & STORAGE	STORAGE	8/6/2020	\$ 861.00
11215	WESTSIDE WHOLESAL TIRE, INC	CSF TIRE REPAIR	8/20/2020	\$ 867.30
709677	SITE ONE LANDSCAPE SUPPLY LLC	CMS IRRIGATION	8/20/2020	\$ 931.70
11068	MN ELEM SCH PRINCIPALS' ASSN	MEMBERSHIP	8/13/2020	\$ 934.00
11233	BOOMERANG PROJECT, THE	LINK CREW VIRTUAL CURRICULUM PT2	8/27/2020	\$ 1,000.00
11197	SHERWIN-WILLIAMS	WPS PAINT	8/20/2020	\$ 1,015.12
11242	EAST SIDE JERSEY DAIRY INC	CMS - MILK - SUMMER FEEDING PROGRAMS	8/27/2020	\$ 1,038.39
11292	SOUTH CENTRAL PAINTING	GW - 09E Painting	8/27/2020	\$ 1,041.00
11295	STEP SAVER INC	SERVICE	8/27/2020	\$ 1,061.71
709665	GOODIN CO	WHS SUPPLIES	8/20/2020	\$ 1,080.75
709663	ECOLAB PEST ELIMINATION DIV	OW PEST CONTROL	8/20/2020	\$ 1,123.98
11313	YOUTH ENRICHMENT LEAGUE	FENCING	8/27/2020	\$ 1,125.00
11225	AMAZON CAPITAL SERVICES INC	THERMOMETERS	8/27/2020	\$ 1,125.66
11102	A-1 OUTDOOR POWER INC	DIST SUPPLIES	8/20/2020	\$ 1,170.77
709666	INNOVATIVE OFFICE SOLUTIONS	CASTERS FOR STACKABLE CHAIRS	8/20/2020	\$ 1,197.12
709641	PERFORMANCE EXCELLENCE NETWORK	MEMBERSHIP	8/6/2020	\$ 1,200.00
11052	HENNEPIN COUNTY TREASURER	2019 DELINQUENT FEE	8/13/2020	\$ 1,214.74
11074	PROFESSIONAL INTERPRETING	2019-20 Blanket EL interpreting	8/13/2020	\$ 1,237.50
11183	NOKOMIS SHOE SHOP INC	SHOES	8/20/2020	\$ 1,242.65
11054	INGRAM LIBRARY SERVICES	BOOKS	8/13/2020	\$ 1,261.16
11080	SCHOOLMATE	STUDENT PLANNERS	8/13/2020	\$ 1,306.50
11198	SPIRITWEAR USA	UNIFORMS HS, MS, ES	8/20/2020	\$ 1,338.75
11116	AUTUMN RIDGE LANDSCAPING INC	REPLACEMENT TREES	8/20/2020	\$ 1,350.00
11177	MN ASSN OF SCHOOL PERSONNEL ADMIN	15 MEMBERSHIP RENEWAL	8/20/2020	\$ 1,350.00
11132	CITY OF WAYZATA	WPS WATER	8/20/2020	\$ 1,360.86
11228	ASSN FOR SUPERVISION & CURRICULUM DEVELOPMENT	MEMBERSHIPS	8/27/2020	\$ 1,368.30
11114	AMAZON CAPITAL SERVICES INC	OFFICE AND CLASSROOM SUPPLIES	8/20/2020	\$ 1,375.22

CHECK #	VENDOR	DESCRIPTION	DATE	AMOUNT
11163	KD & COMPANY RECYCLING INC	WHS MULCH	8/20/2020	\$ 1,387.13
11038	CENTURYLINK	MONTHLY SERV	8/13/2020	\$ 1,420.67
11261	KIDCREATE STUDIO	LOL SURPRISE DOLLS	8/27/2020	\$ 1,424.00
11066	MAYER ARTS INC	PROF SERV	8/13/2020	\$ 1,445.00
11150	G & B ENVIRONMENTAL INC	WHS REPAIR	8/20/2020	\$ 1,480.86
11017	H BROOKS AND COMPANY LLC	CMS - PRODUCE - SUMMER FEEDING PROGRAMS	8/6/2020	\$ 1,495.00
11237	CONSTRUCTION SYSTEMS INC	WMS - 05A Structural Steel	8/27/2020	\$ 1,567.50
11101	2ND WIND EXERCISE INC	CMS FITNESS ROOM REPAIRS	8/20/2020	\$ 1,592.77
11025	REGION V	MARSS SUPPORT ANNUAL	8/6/2020	\$ 1,600.00
11090	CANON FINANCIAL SERVICES INC	WHS COPY CENTER COPIERS LEASE	8/20/2020	\$ 1,627.36
11306	UNIVERSITY OF MN	MEMBERSHIP	8/27/2020	\$ 1,650.00
11016	GRIZZLY INDUSTRIAL, INC.	HS TECH ED EQUIPMENT	8/6/2020	\$ 1,729.00
11037	ASSOCIATED BENEFITS AND RISK CONSULTING	INJURY MGMT	8/13/2020	\$ 1,775.00
11235	CANON FINANCIAL SERVICES INC	WPS COPIER FLEET LEASE	8/27/2020	\$ 1,824.84
11067	MN ASSN OF SECONDARY SCHOOL PRINCIPALS	MASSP MEMBERSHIPS	8/13/2020	\$ 1,829.00
11176	MINT ROOFING INC	WHS GW REPAIR	8/20/2020	\$ 1,863.74
709645	TRIO SUPPLY CO	PAPER - SUMMER FEEDING PROGRAMS	8/6/2020	\$ 1,906.21
11271	MODERN PIPING INC	CMS - 22A Plumbing	8/27/2020	\$ 1,908.55
11188	PHASOR ELECTRIC CO	MR GYM EMS RETRO FIT	8/20/2020	\$ 2,000.00
11253	H & B SPECIALIZED PRODUCTS	EMS - 11K Gymnasium Equipment	8/27/2020	\$ 2,039.35
709662	BSN SPORTS	SUPPLIES ATHLETICS	8/20/2020	\$ 2,079.48
11072	PINNACLE ENGINEERING INC	SH - Wetland services	8/13/2020	\$ 2,111.25
11036	AMAZON CAPITAL SERVICES INC	OFFICE AND CLASSROOM SUPPLIES	8/13/2020	\$ 2,128.19
709646	ALLEGRA PRINT & IMAGING	HR ENVELOPES ALLEGRA ORDER #24	8/13/2020	\$ 2,165.20
11027	T-MOBILE USA, INC	PHONE SERVICE	8/6/2020	\$ 2,182.00
11149	FREDRIKSON & BYRON P.A.	PROF SERV	8/20/2020	\$ 2,205.50
11089	YOUTH FRONTIERS, INC	RESPECT RETREAT DEPOSIT	8/13/2020	\$ 2,250.00
11260	KENMARK, INC.	CMS SPRING MUSICAL 2019-20 BACKDROPS	8/27/2020	\$ 2,253.00
11077	RATWIK, ROSZAK & MALONEY, P.A.	PROF SERV	8/13/2020	\$ 2,275.00
11244	ELEMENT MATERIALS TECHNOLOGY ST PAUL INC	WHS - Metallurgic Study	8/27/2020	\$ 2,300.00
709668	MEI - MINNESOTA ELEVATOR INC	MONTHLY SERV	8/20/2020	\$ 2,307.27
11005	AMAZON CAPITAL SERVICES INC	OFFICE AND CLASSROOM SUPPLIES	8/6/2020	\$ 2,359.42
11050	GENERATIVE LEARNING	2020 COGNITIVE COACHING FOUNDATION SEMINAR	8/13/2020	\$ 2,400.00
11293	SPARTAN STEEL ERECTORS INC	CMS - 05B Structural Steel	8/27/2020	\$ 2,484.39
11218	ZMD ENGINEERED SOLUTIONS LLC	PROF SERV	8/20/2020	\$ 2,500.00
11268	MN ASSN OF SECONDARY SCHOOL PRINCIPALS	MEMBERSHIPS	8/27/2020	\$ 2,595.00
709697	SCHMITT MUSIC CO	SERVICE INSTRUMENTS	8/27/2020	\$ 2,754.00
11282	POLAR ELECTRO INC	POLAR OH1 SENSOR ARMBAND KITS FOR EAST	8/27/2020	\$ 3,049.80
11061	KINDEM DESIGN INC.	PROF SERV	8/13/2020	\$ 3,100.00
11139	EAST SIDE JERSEY DAIRY INC	MILK - SUMMER FEEDING PROGRAMS	8/20/2020	\$ 3,245.20
11086	TEACHERGEEK, INC.	MS TECH ED CONTRAPTIONS	8/13/2020	\$ 3,273.81
11153	H & B SPECIALIZED PRODUCTS	9th - 11K Gym Equipment	8/20/2020	\$ 3,334.00
11266	LIFETIME FITNESS, INC.	Lifetime fitness locker room rental	8/27/2020	\$ 3,335.93
11082	SMARTFIX LLC	IPAD REPAIRS	8/13/2020	\$ 3,339.90
11286	RIVERSIDE INSIGHTS	SPED -ESC	8/27/2020	\$ 3,345.51
11120	BLB CONSULTING LLC	MONTHLY PROF SERV	8/20/2020	\$ 3,360.00
11012	EAST SIDE JERSEY DAIRY INC	MILK SUMMER FEEDING PROGRAMS	8/6/2020	\$ 3,360.83
11181	MURPHY WINDOW AND DOOR	9th - 08F Curtain Wall, Storefront and Window System	8/20/2020	\$ 3,491.53
11159	ILLUMINATE EDUCATION INC	FY21 FastBridge Annual Assessment Renewal	8/20/2020	\$ 3,500.00
11299	SUMMER MATH BY MAIL LLC	PROF SERV	8/27/2020	\$ 3,552.00
11246	ERICKSON ELECTRIC CO	CMS - 26A Electrical Site Lighting	8/27/2020	\$ 3,658.44
709674	SCHMITT MUSIC CO	CMS INSTRUMENT CLEANING	8/20/2020	\$ 3,690.00
11020	MACQUEEN EQUIPMENT LLC	SERVICE	8/6/2020	\$ 3,800.00
11143	ELITE AV LLC	SH Remodel OW SERVICE	8/20/2020	\$ 3,885.75
11121	BOILER SERVICES, INC	SERVICE	8/20/2020	\$ 3,900.00
11009	COAL CHUTE LLC	PROF SERV	8/6/2020	\$ 4,000.00
11010	COMMITTEE FOR CHILDREN	SUPPLIES CURRICULUM	8/6/2020	\$ 4,131.00
11026	RUPP, ANDERSON, SQUIRES & WALDSPURGER PA	PROF SERV	8/6/2020	\$ 4,163.93
11123	CDW GOVERNMENT LLC	Nutanix server add ons	8/20/2020	\$ 4,351.04
11256	ILLUMINATE EDUCATION INC	FY20_FastBridge Assessment Overage Charge	8/27/2020	\$ 4,452.00
11284	RESPONDUS, INC.	Lockdown browser site license	8/27/2020	\$ 4,595.00
11006	ARVIG	MONTHLY INTERNET	8/6/2020	\$ 4,603.95
11133	COGENT COMMUNICATIONS INC	MONTHLY INTERNET	8/20/2020	\$ 4,627.42
11075	PROMOWEAR	16 NAVY/GREY NECK MASK	8/13/2020	\$ 4,869.50
11212	WASTE MANAGEMENT OF WI	CSF ROLL OFF	8/20/2020	\$ 4,928.72
11070	PARALLEL TECHNOLOGIES INC	TECH WIRING WORK	8/13/2020	\$ 5,024.35
11151	GARVEY COMMUNICATIONS	PROF SERV	8/20/2020	\$ 5,100.00

CHECK #	VENDOR	DESCRIPTION	DATE	AMOUNT
11100	XCEL ENERGY	SERVICE DUE	8/20/2020	\$ 5,105.87
11034	ABSOLUTE COMMERCIAL FLOORING INC	SERVICE	8/13/2020	\$ 5,147.00
11160	INTERNATIONAL E-Z UP INC	INTERNATIONAL E-Z UP TENTS	8/20/2020	\$ 5,162.79
11317	SCHOOL SERVICE EMPLOYEES	Payroll accrual	8/31/2020	\$ 5,300.12
11040	CITY OF PLYMOUTH	MAY JUNE 2020 FUEL USAGE	8/13/2020	\$ 5,301.47
709661	ALLEGRA PRINT & IMAGING	PRINTING	8/20/2020	\$ 5,318.71
11219	LIFE INSURANCE CO OF NORTH AMERICA	Ins. Tracking Billing	8/24/2020	\$ 5,428.66
11062	LANO EQUIPMENT INC	SERVICE	8/13/2020	\$ 5,431.95
11203	TAFT STETTINIUS & HOLLISTER LLP	PROF SERV	8/20/2020	\$ 5,440.40
11031	SCHOOL SERVICE EMPLOYEES	Payroll accrual	8/13/2020	\$ 5,699.16
709654	RELATE COUNSELING CTR	WHS RELATE	8/13/2020	\$ 5,989.58
11166	LAKE CONFERENCE	MEMBERSHIP	8/20/2020	\$ 6,000.00
11032	1ST CHOICE PEDIATRIC HOME CARE	Nursing	8/13/2020	\$ 7,155.00
11277	OSTVIG TREE INC	GW - Tree removal	8/27/2020	\$ 7,290.00
11239	CENTER FOR THE COLLABORATIVE CLASSROOM	CCC Consumable Textbooks	8/27/2020	\$ 7,361.28
11258	JSH CONSTRUCTION INC	CMS - Mezzanine walls	8/27/2020	\$ 7,381.00
709684	XEROX CORPORATION	CES COPIER LEASE & MAINTENANCE	8/20/2020	\$ 7,593.00
11118	BATTERIES R US	WHS UTILITY CART	8/20/2020	\$ 8,159.92
709658	TEAM SPORTING GOODS, INC	FOOTBALL EQUIPMENT	8/13/2020	\$ 8,388.00
11290	SAVVAS LEARNING COMPANY LLC	HS BUS ED: A+ GUIDE TO IT HARDWARE	8/27/2020	\$ 9,228.75
11254	HANUS ENTERPRISES,LLP	bus garage rent SEPT 20 PLUS AUG 20 BALANCE	8/27/2020	\$ 9,232.85
11048	FRSECURE LLC	PROF SERV	8/13/2020	\$ 9,476.25
709659	TIERNEY BROTHERS, INC.	SH GW Remodel - Conference Rooms	8/13/2020	\$ 9,508.00
11088	VISION SERVICE PLAN INS CO	JULY 2020 COVERAGE	8/13/2020	\$ 9,571.73
11245	ELLEVATION INC	SPED - ESC	8/27/2020	\$ 9,579.58
11137	DOUGHTON, PAMELA	WC SETTLEMENT	8/20/2020	\$ 10,000.00
11231	BEST BUY BUSINESS ADVANTAGE ACCOUNT	WEF GRANT SUNSET HILL	8/27/2020	\$ 10,049.67
11013	FORECAST 5 ANALYTICS INC	LICENSE AGREEMENT	8/6/2020	\$ 10,300.00
11180	MN STATE HIGH SCHOOL LEAGUE	MEMBERSHIP DUES	8/20/2020	\$ 10,476.00
11107	AFFINITECH INC	WHS B204	8/20/2020	\$ 10,604.54
11098	ISD#286 BROOKLYN CENTER SCHOOLS	FY20 PERKINS	8/20/2020	\$ 10,859.35
11042	CENTER FOR THE COLLABORATIVE CLASSROOM	BEING A READER HANDWRITING	8/13/2020	\$ 11,170.76
11081	SFM MUTUAL INSURANCE CO	SFM WORK COMP CLAIMS JUNE 20	8/13/2020	\$ 11,200.76
11307	UPPER LAKE FOODS	FOOD - SUMMER FEEDING PROGRAMS	8/27/2020	\$ 12,546.87
11007	BRAUN INTEREC CORP	PROF SERV	8/6/2020	\$ 12,752.00
11134	COMLINK MIDWEST LLC	PROF SERV	8/20/2020	\$ 14,194.00
11110	A J MOORE ELECTRIC INC	9th - 26A Electrical	8/20/2020	\$ 14,275.22
11094	ISD #276 MINNETONKA PUBLIC SCHOOLS	PERKINS	8/20/2020	\$ 15,051.95
11131	CITY OF PLYMOUTH	WPS-WATER	8/20/2020	\$ 15,136.49
11148	FOURTH DIMENSION SIGNS	OW/ELS - Signage	8/20/2020	\$ 15,743.81
11135	CENTER FOR THE COLLABORATIVE CLASSROOM	CCC CLASS PKG NEW SECTIONS	8/20/2020	\$ 16,010.44
11154	HIGH PERFORMANCE COATINGS INC.	KL - 09K Painting and Wall covering	8/20/2020	\$ 16,015.63
709694	STAPLES BUSINESS ADVANTAGE	OFFICE AND CLASSROOM SUPPLIES	8/27/2020	\$ 16,048.95
11124	CENGAGE LEARNING INC	BUS ED: FINANCIAL ALGEBRA	8/20/2020	\$ 16,428.53
11278	PEMPER COMPANIES, INC	SH/EMS - 32B Concrete	8/27/2020	\$ 17,100.00
11033	2ND WIND EXERCISE INC	EMS FITNESS EQUIP PE CAPITAL	8/13/2020	\$ 18,206.72
11051	HANUS ENTERPRISES,LLP	JULY AUG 20 bus garage rent	8/13/2020	\$ 18,246.74
11220	MADISON NATIONAL LIFE INSURANCE COMPANY	Ins. Tracking Billing	8/24/2020	\$ 18,268.56
11043	CUSTOM EDUCATION SOLUTIONS	SPECIAL SERVICES ESC	8/13/2020	\$ 18,651.50
11209	UPPER LAKE FOODS	FOOD - SUMMER FEEDING PROGRAMS	8/20/2020	\$ 19,147.88
11304	TWIN CITY HARDWARE	WMS - 08A Doors, Frames & Hardware	8/27/2020	\$ 19,845.55
11126	CESO TRANSPORTATION, LLC	TRANSPORTATION	8/20/2020	\$ 20,024.99
11047	FRONTLINE EDUCATION	Student Health Records - COVID	8/13/2020	\$ 20,091.89
11096	ISD #281-ROBBINSDALE SCHOOLS	PERKINS	8/20/2020	\$ 20,284.99
11184	NORTHWEST ASPHALT INC	9th - 32A Asphalt Paving	8/20/2020	\$ 20,308.74
11251	GRAZZINI BROTHERS & CO	WMS - 09B Tile	8/27/2020	\$ 20,567.50
11216	WOLD ARCHITECTS AND ENGINEERS	WHS - Parking Lot Improvements	8/20/2020	\$ 20,772.79
11206	TWIN CITY HARDWARE	KL - 08A Doors, frames, and hardware	8/20/2020	\$ 21,083.95
11248	GEORGE COOK CONSTRUCTION CO	WMS - 06A Carpentry	8/27/2020	\$ 21,090.00
11097	ISD #283-ST LOUIS PARK SCHOOLS	PERKINS	8/20/2020	\$ 21,233.55
11162	KARGES-FAULCONBRIDGE, INC	Multiple sites - Commissioning	8/20/2020	\$ 22,150.25
11104	ACOUSTICS ASSOCIATES	KL - 09C Ceiling/acoustical treatment	8/20/2020	\$ 22,800.00
11058	IOCP	JUL AUG 20 comm ed rent	8/13/2020	\$ 23,844.08
11308	VEIT & COMPANY INC	17 EMS - 31A Site Clearing	8/27/2020	\$ 24,394.62
709672	PRO-TEC DESIGN	OW - Video, door access installation	8/20/2020	\$ 24,767.00
11232	BLACKHAWK TILE AND STONE INC	CMS - 09B Tile	8/27/2020	\$ 28,096.99
11276	OMANN CONTRACTING COMPANY INC	OW/EMS - 32A Asphalt Paving	8/27/2020	\$ 28,547.50

CHECK #	VENDOR	DESCRIPTION	DATE	AMOUNT
11046	ELITE AV LLC	INSTALL AND remodel	8/13/2020	\$ 29,584.15
709679	TIERNEY BROTHERS, INC.	Renewal of Smart	8/20/2020	\$ 29,669.51
11210	VCI ENVIRONMENTAL, INC.	PROF SERV	8/20/2020	\$ 29,904.60
11092	ISD #270-HOPKINS SCHOOLS	FY19 PERKINS	8/20/2020	\$ 30,280.66
11202	SUMMIT COMPANIES	KL - 21A Fire Suppression	8/20/2020	\$ 30,897.80
11287	RTL CONSTRUCTION INC	WMS - 09A Drywall	8/27/2020	\$ 31,426.34
11171	LVC (LOW VOLTAGE CONTRACTORS)	SERVICE	8/20/2020	\$ 31,509.02
11196	RTL CONSTRUCTION INC	KL - 09A Drywall	8/20/2020	\$ 31,905.87
11238	CPM EDUCATIONAL PROGRAM	CC1-CC3 CPM MN STANDARDS	8/27/2020	\$ 32,163.60
11227	ARVIG	PROF SERV LOCATE AGREEMENT	8/27/2020	\$ 32,400.00
11029	UPPER LAKE FOODS	CSF - PRIME VENDOR	8/6/2020	\$ 33,800.04
11223	ALL FURNITURE INC	WPS - Moving	8/27/2020	\$ 36,520.00
11028	TAYLOR MUSIC	DISTRICT BAND INSTRUMENTS	8/6/2020	\$ 38,558.00
11205	TMG CONSTRUCTION, INC.	KL - 06A Carpentry	8/20/2020	\$ 39,418.35
11301	SUMMIT COMPANIES	WMS - 21A Fire Suppression	8/27/2020	\$ 39,905.93
11093	ISD #272-EDEN PRAIRIE SCHOOLS	PERKINS FINAL	8/20/2020	\$ 40,404.84
11185	NORTHERN GLASS & GLAZING INC	KL - 08F Entrance, Storefront and Curtain wall	8/20/2020	\$ 40,850.00
11305	TWIN CITY ACOUSTICS INC	WMS - 09C Ceiling and Acoustical Treatment	8/27/2020	\$ 41,356.35
11106	ADVANCE TERRAZZO & TILE CO INC	KL - 09B Tile	8/20/2020	\$ 41,686.00
11147	FLOORS BY BECKERS INC	KL - 09D Resilient and Carpet	8/20/2020	\$ 43,433.05
11270	MN ROADWAYS COMPANY	CMS - 32A Asphalt paving	8/27/2020	\$ 44,677.19
11109	AIR SYSTEMS ENGINEERING INC	Multiple Sites - Testing and Balancing	8/20/2020	\$ 47,000.00
709648	INNOVATIVE OFFICE SOLUTIONS	KL ART ROOM GW MEDIA FURNITURE	8/13/2020	\$ 48,590.54
11315	ACT INC	TESTING	8/27/2020	\$ 49,206.00
11055	INSTRUCTURE INC	Annual Canvas cloud subscription	8/13/2020	\$ 53,500.00
11136	CUSTOM DRYWALL INC	9th - 09A Framing and Drywall	8/20/2020	\$ 53,708.16
709657	STAPLES BUSINESS ADVANTAGE	OFFICE AND CLASSROOM SUPPLIES	8/13/2020	\$ 55,476.58
11221	ABSOLUTE COMMERCIAL FLOORING INC	WMS - 09D Carpet	8/27/2020	\$ 56,722.60
709640	INNOVATIVE OFFICE SOLUTIONS	MEDIA FURNITURE	8/6/2020	\$ 59,596.67
11175	MATRIX COMMUNICATIONS INC	Dist use - PPE - Plexiglas dividers	8/20/2020	\$ 61,760.00
11144	ERICKSON ELECTRIC CO	KL - 26A Electrical	8/20/2020	\$ 67,450.00
11312	WOLD ARCHITECTS AND ENGINEERS	PROF SERV	8/27/2020	\$ 73,053.21
11091	INTERMEDIATE DIST 287	19-20 FINAL BILLING	8/20/2020	\$ 73,349.29
11236	CENTURY CONSTRUCTION COMPANY	WMS - 02A Demo	8/27/2020	\$ 73,997.49
11281	PHASOR ELECTRIC CO	WMS - 26A Electrical	8/27/2020	\$ 76,000.00
11303	THELEN HEATING AND ROOFING INC	EMS - 23B Combined Mechanical	8/27/2020	\$ 76,838.95
11186	NOW MICRO	Laptops for Com Ed	8/20/2020	\$ 84,059.20
11217	XCEL ENERGY	MONTHLY SERV	8/20/2020	\$ 97,903.17
11018	INTEREUM	DAB REMODEL	8/6/2020	\$ 99,388.39
11095	ISD #279-OSSEO SCHOOLS	PERKINS	8/20/2020	\$ 104,778.08
11257	INTEREUM	OW ELSESC MODULAR WALLS	8/27/2020	\$ 104,903.64
11247	FEHN COMPANIES INC	SH/EMS - 31A Earthwork and Utilities	8/27/2020	\$ 107,830.94
11279	PETERSON COMPANIES INC	WMS - 32F Irrigation and Landscape	8/27/2020	\$ 133,678.30
11019	LANDSCAPE STRUCTURES INC	OW - Playground Equipment	8/6/2020	\$ 151,013.84
11267	MINT ROOFING INC	GW - Roofing	8/27/2020	\$ 161,095.58
11076	RACHEL CONTRACTING INC	Hamel Property	8/13/2020	\$ 178,513.76
11187	OLD NATIONAL BANK	COMMERCIAL LOAN DUE	8/20/2020	\$ 225,119.99
11222	ACME TUCKPOINTING & RESTORATION	KL - Tuckpointing	8/27/2020	\$ 262,873.55
11057	INTERMEDIATE DIST 287	JULY AUG 20 MONTHLY PAYMENT	8/13/2020	\$ 274,038.00
11182	NAC (NORTHERN AIR CORP)	KL - 23B Combined Mechanical	8/20/2020	\$ 292,396.70
11280	PETERSON SHEET METAL INC	WMS - 23B Combined Mechanical	8/27/2020	\$ 365,277.49
11243	EBERT CONSTRUCTION	WHS - Parking lot Improvements	8/27/2020	\$ 370,649.91
11060	JPMI CONSTRUCTION CO	EMS - AHU Replacement	8/13/2020	\$ 547,200.00
11262	KRAUS-ANDERSON CONSTRUCTION CO	WMS - Media Center & LTFM	8/27/2020	\$ 768,596.61
11099	MAIN LINE TRANSPORTATION INC (MTI)	TRANS	8/20/2020	\$ 1,108,128.79
				<b>\$ 8,286,353.33</b>

**WAYZATA PUBLIC SCHOOLS**  
**WIRE TRANSFER, EFT AND ACH ACTIVITY**  
**July 2020**

<u>FROM</u>	<u>TO</u>	<u>DATE</u>	<u>AMOUNT</u>
US Bank-Checking	US Bank-Payroll	Multiple	\$1,518,443
US Bank-Checking	IRS		
	- Federal P/R Taxes	7/2/2020	\$524,509
	- Federal P/R Taxes	7/17/2020	\$289,199
US Bank-Checking	MN Department of Revenue		
	- State P/R Taxes etc. (MN)	7/2/2020	\$45,616
	- State P/R Taxes etc. (MN)	7/16/2020	\$47,636
US Bank-Checking	Delta Dental		
	- Dental Claims	Multiple	\$142,325
US Bank-Checking	Preferred One		
	- Health Claims	Multiple	\$3,625,572
US Bank-Checking	Wells Fargo Commercial Card		
	- Purchase Card Program	7/6/2020	\$53,808
US Bank-Checking	Further		
	- Flex Benefits	Multiple	\$162,239
US Bank-Checking	Preferred One		
	- Broker/Reinsurance Fees	7/16/2020	\$132,893
US Bank-Checking	Payroll Vendors (TRA, EBC, MSRS, etc.)		
	- Electronic Payments	Multiple	\$2,862,696
US Bank-Checking	District Employees		
	- Expense Reimbursement	Multiple	\$2,467
US Bank-Checking	Commerce Bank/Control Pay		
	- Electronic A/P	Multiple	\$524,968
US Bank-Checking	MN Department of Revenue		
	- Sales & Use Tax Payment	7/22/2020	\$361
US Bank-Checking	Edutrack		
	- Electronic payment fees	Multiple	\$1,831
US Bank-Checking	Neopost Advance		
	- Replenish Postage Meter		
US Bank-Checking	MN UI Fund		
	-Unemployment		
US Bank-Checking	MSDLAF		
	-Service charge	7/14/2020	\$337
<b>TOTAL ACTIVITY</b>			<b><u><u>\$9,934,900</u></u></b>

## 2. P-Card Approvals



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

**Authorization of Issuance of Individual Procurement Card (P-Card)**

The administration recommends the issuance of a procurement card to the following employees:

Emily Smith, Media Specialist. Greenwood Elementary

**Recommended Action:** Approve and authorize the issuance of an individual procurement card (P-Card).

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

### 3. Annual Designations Update



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Official Annual Designations - Amendment

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

Annually the School Board designates official providers as required or recommended by Minnesota State statute. The following items were designated at the January 13, 2020 Regular Board Meeting:

• **Authorized Personnel**

Approve the following personnel with full power to give written direction to any of the District’s “Official Depositories” or “Official Investment Brokers” for Independent School District 284 to:

- Open and close accounts
- Request changes to wire transfer instructions and other information

The authorized personnel are:

- James R. Westrum, Executive Director of Finance and Business;
- Jill Schwint, Controller; and
- Melissa Lahr, Finance Supervisor

**Recommended Action:** Approve the following amendments to the 2020 “Official Depositories” and “Official Investment Brokers” authorized personnel:

- Addition – Mert Woodard, Director of Business Services (new hire)
- Deletion – Melissa Lahr, Finance Supervisor (resignation)

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

**ROLL CALL**

Passed: \_\_\_\_\_

Second by: \_\_\_\_\_

Failed: \_\_\_\_\_

Abstentions: \_\_\_\_\_

#### 4. Minnesota State High School League Membership Fee Update



### Board of Education

Regular Meeting – September 14, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Minnesota State High School League Membership Fee

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

On August 4, 2020, due to the financial impacts of COVID-19, the Minnesota State High School League (MSHSL) Board of Directors voted to increase school district membership fees for the 2020-21 school year. The District will be charged two “COVID-19 installments” of \$5,500 each, an activity fee of \$160 per activity (44 activities), and a \$1 per student fee (3,276 students), resulting in a total increase to the 2020-21 membership of \$16,636.

Fee	Amt
COVID-19 Installment #1	5,500
COVID-19 Installment #2	5,500
Annual Mmbership Fee	160
Activity Fees	7,040
Per Student Fee	3,276
FY2020 Membership	(4,840)
<b>Total Increase</b>	<b>16,636</b>

**Recommended Action:** Authorize District administration to pay the increased 2020-21 MSHSL membership fees.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



## Education and Leadership for a Lifetime

2100 Freeway Boulevard, Brooklyn Center, Minnesota 55430-1735 | (763) 560-2262, FAX (763) 569-0499 | [www.mshsl.org](http://www.mshsl.org)

September 3, 2020

Dear Superintendent, School Board Members, Presidents and Heads of School,

The Minnesota State High School League has provided educational opportunities for students through education-based fine arts activities and athletics for over 100 years. In addition, it provides leadership, education and governance for 43 different activities and all member schools in Minnesota. The impacts of the COVID-19 pandemic have been profound, yet the value of student experiences in MSHSL activities and athletics is important and well documented. As a result, the desire of students, families, schools, and communities to continue to provide and take part in these important opportunities remains strong. The League remains committed to these two primary goals in this difficult year:

- Provide participation opportunities in MSHSL activities and athletics to the greatest extent possible, and
- Provide these opportunities in the safest way possible for all participants, coaches, directors, schools and communities.

The COVID-19 pandemic has had and will continue to have dramatic impacts on the operations and financial situation of the Minnesota State High School League, yet it has only increased the workload for the League as it has for you and your school. As a direct result of the programming impacts of COVID-19 and the reduction of revenue, the financial responsibility of our member schools will increase significantly for this 2020-2021 school year. As a member school, the details of your membership dues for this school year have been set by the Board of Directors at their August 4, 2020 Board Meeting. These details can be found in the enclosed document titled "2020-2021 Membership Fee Summary."

### Background

The Minnesota State High School League has maintained a practice of limiting the financial support from member schools to the greatest extent possible, while continuing to be responsive to the strong desires of our schools to grow programming within our organization. The League does not receive any direct financial support from state funding, but rather is primarily funded through four major sources: tournament ticket sales, member school dues and fees, sponsorship agreements, and broadcast contracts. In addition, it is important to know that the MSHSL is required to hold reserves that may not exceed 50% or be less than 20% of the annual expenses of the League. Over the past few years, ticket sales at tournaments has declined and expenses in all categories have grown. Therefore, the League has made reductions and accessed available reserves which are now at the lower limit of approximately 20%.

While the Board of Directors constantly monitors the League's financial situation, this past school year additional review was done to address the growing gap between revenues and expenses. While actions have been taken to reduce the costs in nearly all areas within the League, in February of 2020, the Board of Directors made the decision to approve increased fees for member schools which were projected to increase the annual revenue from member schools from \$1.2 million to \$1.9 million. Given the magnitude of the programming and services that are provided, this amount will be well short of the costs of operations for 2020-2021. More detail on these membership services and the additional programming that has been added since 2007, please see the enclosed document titled "Membership Benefits." For the past few years, the League's annual budget has been approximately \$9 million. The primary source of revenue has been our state tournaments, with more than 75% of League revenue coming from ticket sales, sponsorships and broadcast revenues. More detail on the MSHSL budget for 2019-2020 and 2020-2021 are available on the attachment titled "Minnesota State High School League Budget Summary."

The anticipated loss of 75% of the League's revenue due to the uncertainty of state tournament events has created the need for further adjustments in our finance model. Looking back, the 2019-2020 fiscal year for the League withstood nearly \$600,000 in losses due to the cancellation of the final stages of the Girls Basketball State Tournament and the entirety of the Boys Basketball State Tournament. Through reductions in operational costs, staffing, printing costs and many more items, and the anticipated forgiveness of a Paycheck Protection Program Loan obtained by the League, the final budget for last year is predicted to finish at approximately the same level as it was projected.

### **Process**

Recognizing the unprecedented challenge that the League faces this fiscal year, the MSHSL Board of Directors called for the creation of a Finance Task Force to study the current situation and provide recommendations to the Board of Directors for their review and action in developing a 2020-2021 Budget. This task force included member school representatives in the positions of school board members, superintendents, principals, activities administrators and coaches and included the members of the MSHSL Board of Directors Audit/Finance Committee. Representation was sought from public and nonpublic schools, including home schools, that were both large and small, as well as metro and outstate. A detailed summary is included in this packet and titled "Finance Task Force Summary."

The Task Force studied the annual budget, the financial impact of COVID-19 on programming and tournaments, the anticipated costs of maintaining critical aspects of League programming including catastrophic and concussion insurance for all student participants, education and certification of coaches, registration and certification of officials, leadership and management of all activities and programs, eligibility and governance of bylaws, policies and rules as well as many other services.

The MSHSL Finance Task Force recommended the following for the coming fiscal year:

- Approve an annual budget of \$5 million (reduced from approximately \$9.1 million in 2019-2020).
- Maintain all MSHSL activities and athletics to the greatest extent possible within the COVID-19 pandemic.
- Fund the basic costs of the MSHSL through member fees based on traditional membership dues and activity fees as well as two additional installments based on size of school.
- Provide member school refunds or credits if revenues exceed expenses for the 2020-2021 school year. These refunds or credits should be based on the membership fees as determined by the Board.
- Establish financial advisory committee that extends beyond the members of the Audit/Finance Committee of the Board of Directors.

At the August 4, 2020 Board of Directors meeting, the Board approved the recommendations of the Task Force and established member dues based on the model recommended by the Task Force. The model for the 2020-2021 membership fees is illustrated in the "Finance Task Force Summary" and the actual amounts for your school or schools are included as a separate attachment, titled "2020-2021 Membership Fee Summary."

### **Responsive Financial Actions**

The Board of Directors has been proactive in managing the expenses of the League and has implemented a number of cost-cutting measures over the past 24 months. Among the many actions of the Board are these examples:

- The League reduced its staffing from 23.5 FTE to 19.5 FTE through layoffs and retirements that were not rehired. This resulted in a reduction of 17% of League Staff.
- Placed a freeze on salaries for employees of the League for the 2020-2021 fiscal year.
- Reduced printing costs of the State Tournament programs in 2019-2020 through reduced volume and creative program options and has taken steps to reduce cost even further in 2020-2021 should tournaments be possible.
- Eliminated the MSHSL *Bulletin* and replaced it with the online newsletter titled MSHSL *Connect*.

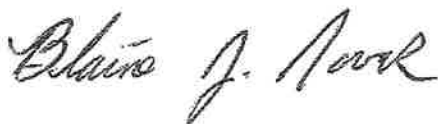
- Eliminated the costs of bi-annual Area Meetings and replaced these informative sessions with interactive online meetings for the entire state titled "*The LEAD Network.*"
- Reduced Board of Directors and Committee costs using online meetings which has eliminated most costs related to mileage, travel, food and lodging.
- Reduced operational costs of the MSHSL League Office through reduced maintenance, change in communications providers, significant reduction in staff expenses for travel, lodging, etc. and reductions in supplies.

Representatives of the League have been active in sharing the concerns regarding the MSHSL Budget over the past two years with our important professional organizations including Minnesota School Board Association (MSBA), Minnesota Association of School Administrators (MASA), Minnesota Association of Secondary School Principals (MASSP) and the Minnesota Association of Activities Administrators (MNIAAA). These presentations have taken place at annual conferences as well as direct interaction with the Board of Directors within each organization over the past few months. Each of the leadership groups in your fine organizations have shared their support for the opportunities and leadership provided by the League and recognize the unique challenges that the League has encountered.

It is important for you to know that our Board has supported the actions to continue forward with the rebuild of our MSHSL website which is critical in the efforts to grow our communication with our activity administrators in each of our member schools, along with better informing the public of information and news of the MSHSL. With an initial rollout this past month, we are excited by the efficiencies it will provide and the ways it will better serve our member schools and the public.

With the direction of the Board of Directors and the creation of a model of an organization that is funded by its membership, the League is positioned to continue to lead our schools and provide opportunities for students. Everyone who participates in League activities and athletics thanks you and your school community for maintaining your membership and partnering in providing the opportunities that have long been a part of the Minnesota State High School League.

Sincerely,



Blaine Novak  
President, MSHSL Board of Directors  
Superintendent, New York Mills



Erich Martens  
Executive Director, MSHSL

Enclosures:

- Finance Task Force Summary
- Membership Benefits
- Minnesota State High School League Budget Summary
- 2020-2021 Membership Fee Summary



# 2020-2021 MINNESOTA STATE HIGH SCHOOL LEAGUE

## Finance Task Force Summary

The MSHSL Board of Directors created a Finance Task Force to assist the League in creating a budget and a model of finance for the coming 2020-2021 school year. This task force was assembled with representation from large and small schools, public and nonpublic, as well as metro schools and outstate schools. Together this group reviewed historical financial information and programming costs. They assessed the current needs of the member schools and the impacts of the ongoing COVID-19 pandemic on MSHSL programming and finance. The primary tasks assigned by the Board of Directors was to prepare a potential budget that would sustain the programming and services that the MSHSL has provided for years and to build an equitable model of revenue to meet these needs.

The Task Force began with consensus on the guiding principles that would inform and direct the work that they would do. These guiding principles included:

- The opportunities provided for students in MSHSL activities and athletics are critical to the high school educational experience
- Maintaining current MSHSL programming and the support provided to our member schools are the major focus of the task force
- Building a sustainable financial model for the short term and long term is required.
- The model must address equity and fairness and recognize the unique characteristics of our member schools
- Sharing excess revenue back to member schools has been a consistent practice of the Minnesota State High School League and is a goal for future budgets

Through multiple meetings, and significant discussion along with the review of financial documents, and a strong consideration that state tournaments will not occur this year in the way they have in the past, the Task Force provided the Board of Directors with three potential models that could be used to equitably share the costs of the operations of the League across all members. The Board of Directors discussed these models and ultimately approved a hybrid model of membership dues which incorporates the activity fee model as a portion of the school's responsibility and then also added two additional membership dues installments that were identified by school size and mirrored the classification system that is in place for our four class athletic programs.

A basic grid of the installment plans for the 2020-2021 school year is shown here:

# of Schools	Enrollment	Class	Current Membership Fees due 10/1/2020	Installment Plan #1 due 11/30/2020	Installment Plan #2 due 2/28/2021
64	1234-3276	AAAA	Invoiced 8/1/2020	\$ 5,500	\$ 5,500
64	570-1228	AAA	Invoiced 8/1/2020	\$ 4,500	\$ 4,500
128	205-568	AA	Invoiced 8/1/2020	\$ 3,500	\$ 3,500
138	102-204	A	Invoiced 8/1/2020	\$ 2,500	\$ 2,500
66	51 - 100	A	Invoiced 8/1/2020	\$ 1,500	\$ 1,500
46	5-50	A	Invoiced 8/1/2020	\$ 500	\$ 500
Home Schools	1-4		Invoiced 8/1/2020	\$ 0	\$ 0
506			\$ 2,900,000	\$ 1,555,000	\$ 1,555,000

It is important to note that the installments will be invoiced approximately 45 days before the due date, and that these installments are in addition to the annual membership dues and corresponding activity fees for which each member school has already been invoiced.

The Task Force also provided two important recommendations for the MSHSL Board of Directors. These recommendations were also approved by the Board of Directors and will be implemented this school year in supporting the League financially going forward:

- The League should develop a strategic marketing plan, including accessing outside expertise, to generate significant financial support for MSHSL Athletics and Fine Arts, and
- The League should consider the creation of a (Coronavirus) Financial Advisory Committee with regular meetings to advise MSHSL staff and Board of Directors

The current plan for membership fees based on both activity fees plus installments over the course of the year based on school size was approved as a short-term plan. This would ensure that the League could continue to provide activities and services for member schools through a COVID-19 pandemic. When the effects of this pandemic subside, the League would continue forward with a long-term plan that aligns membership fees with the operational and insurance costs of the League. This long-term plan will be informed by the work of the Finance/Audit team along with the entire Board of Directors and created and approved by the Board of Directors later this school year.

The Minnesota State High School League thanks all of our member schools for their continued support and incredible work that they have done to create opportunities in our activities and athletics in the 2020-2021 school year.

# Membership Benefits

MEMBER-REQUESTED SERVICES AND PROGRAMMING



- 
- 43 programs including Athletics, Fine Arts, and Adapted Athletics
  - On-call administrative support for Member Schools
  - Coaches education
  - Officials registration and education
  - Leadership and professional development opportunities
  - Eligibility and governance
  - Legislative advocacy
  - Sports medicine
  - Concussion insurance
  - Catastrophic insurance
  - Recognition and awards programs
  - Tournament administration
  - Statewide media coverage of events
  - Technology systems and services
  - Activity specific technology support
  - Publications
-



# MINNESOTA STATE HIGH SCHOOL LEAGUE

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**The following items for Member Schools were added at their request between 2007 and 2019. From 2007-2019, Member Schools Fees remained unchanged.**

## Added Activity or Athletic Programs:

- Robotics
- Clay Target
- Visual Arts
- Lacrosse

## Safety Enhancements:

- Anyone Can Save a Life Program
- Purchase AED's for MSHSL events

## Enhancements for Coaches

- Head Coaches Education Program
- Online Coaches Education Requirements

## Enhancements for AD's

- New AD Education in conjunction with MNIAAA
- Athletic Directors Cohort
- Tournament Passes-AD's

## Enhancements for Officials

- Officials Background Checks
- Officials Training Clinics
- Officials Online Contracts
- Hire Coordinator of Officials
- Tournament Passes-Officials

## Additional Programming and Services:

- HeadStrong Concussion Insurance Program
- Cyber Liability Insurance
- 4-Class Baseball/Softball
- 3-Class Golf
- 2 Nordic Ski Teams per Section
- 6A Football
- Instant Replay-Hockey & Football
- Qtr. Final Football Neutral Sites
- Consolation Basketball-Girls and Boys
- Baseball Pitch Counts
- Adapted Bowling Online Score Reporting
- QRF utilized for seeding
- TrackWrestling Program for Section/State
- Statewide media coverage of activities- Hire Media Specialist

# Minnesota State High School League

## Budget Summary

2019-2020 Approved Budget

2020-2021 Approved Budget

9/3/2020

	MSHSL Budget 2019-2020	MSHSL Approved Budget 2020-2021
<b>Revenues</b>		
Tournaments/Television/Sponsors	\$ 7,294,522	\$ -
School Registrations	\$ 1,216,000	\$ 5,000,000
Officials/Coaches Fee	\$ 443,500	\$ 170,000
Other/School Supplies	\$ 213,400	\$ 88,300
<b>Total Revenues</b>	<b>\$ 9,167,422</b>	<b>\$ 5,258,300</b>
<b>Expenses</b>		
Tournaments	\$ 3,345,150	\$ -
Membership Insurance	\$ 793,700	\$ 751,000
Membership Materials	\$ 283,900	\$ 223,200
Officials/Coaches	\$ 390,000	\$ 272,000
Personnel	\$ 3,385,200	\$ 2,982,000
Operations/Administration	\$ 1,376,900	\$ 1,144,200
<b>Total Expenses</b>	<b>\$ 9,574,850</b>	<b>\$ 5,372,400</b>
<b>Excess of revenue over (under) expenses</b>	<b>(407,428)</b>	<b>(114,100)</b>



# 2020-2021 MINNESOTA STATE HIGH SCHOOL LEAGUE

## 2020-2021 Membership Fee Summary for *Wayzata High School*

This is not an invoice – please do not pay.  
Schools will receive separate invoices on October 15, 2020 and January 15, 2021

\*Wayzata High School MSHSL Enrollment: **3276**

### August Invoice Summary – sent July/August 2020, due 10/1/2020

Description	Fee
Annual Membership Fee	\$160.00
\$1 Per Student Fee	\$3276.00
Activity Fee Registration Total (\$160 per activity)	\$7040.00

August Invoice TOTAL: **\$10,476.00**

### November Membership Fee – to be sent 10/15/2020, due 11/30/2020

Description	Fee
COVID-19 Installment 1	\$5500.00

### February Membership Fee – to be sent 1/15/2021, due 2/28/2021

Description	Fee
COVID-19 Installment 2	\$5500.00

**2020-2021 Membership Fee Total \$21,476.00**

\*MSHSL Enrollments are determined in even-numbered years by the Board of Directors using the most current MARSS Report to the MDE for grades 9, 10, 11 and 12. From those enrollment numbers, the Board of Directors subtracts 40% of the free/reduced lunch count reported.

C. Human Resource Services  
1. Monthly Recommendations



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Human Resource Recommendations

**COMMENTS BY:** Stacie Vos, Executive Director of Human Resource Services

Attached are the recommendations regarding personnel actions including: employment, separations and leaves of absence.

**Recommended Action:** Approve the Human Resource actions as recommended in the attachment.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

**HUMAN RESOURCES RECOMMENDATIONS - Consent Agenda - September 14, 2020**

**EMPLOYMENT**

<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Start Date</b>
Rachel Bradac	Teacher - Math	Central Middle	8/31/2020
Edith Stellick	Teacher - Technology Education	Central Middle	8/31/2020
Jessica Morales	Social Worker	East Middle	8/31/2020
Emily Smith	Teacher - Media Specialist	Greenwood	8/31/2020
Kimberly Baus	Teacher - 2nd Grade	Greenwood, North Woods	8/31/2020
Bradley Beale	Teacher - Choir	High School	8/31/2020
Alexa Cunningham	Teacher - Math	High School	8/31/2020
Nicole Nikolay	Teacher - Special Services	High School	8/31/2020
Courtney Hayes	Teacher - 1st Grade	North Woods	8/31/2020
Lauren Howard	Teacher - 4th Grade	Oakwood	8/31/2020
Jenna Meyers	Teacher - Social Studies	West Middle	8/31/2020
Monica Wagner	Paraprofessional	Meadow Ridge	9/14/2020
Jericho Siegle	Custodian	Central Services	8/17/2020
Jacquelyn Grulkoski	Teacher - 3rd Grade	Greenwood	8/31/2020
Sydney Hayden	Teacher - 1st Grade	Meadow Ridge	8/31/2020
Kinsey Hegna	Teacher - Special Services	High School	8/31/2020
Maria Shea	Teacher - 5th Grade	Sunset Hill	8/31/2020
Amy Edwards	Paraprofessional	Plymouth Creek	9/14/2020
Kim Syde	Paraprofessional	Greenwood	9/14/2020

**CONTRACT MODIFICATION**

<b>Name</b>	<b>Position</b>	<b>Location</b>	<b>Modification</b>	<b>Date</b>
Reed Johnson	Teacher - Physical Education	Birchview	Rehired	8/31/2020
Kari Feia	District Nurse	District	From 0.8 FTE to 1.0 FTE	8/31/2020
Joelle Peterson	Teacher - Special Services	District	Rehired	8/31/2020
Brenda Sehlín-Goneau	Teacher - Special Services	District	Rehired	8/31/2020
Kay Wiens	Teacher - Music	Greenwood	Rehired	8/31/2020
Kris Cargill	Teacher - Art	Greenwood	Rehired	8/31/2020
Candis Furst	Teacher - Orchestra	High School	Rehired	8/31/2020
Timothy Masters	Teacher - Social Studies	High School	Rehired	8/31/2020
Bonsén, Ashley	Teacher - Spanish	High School	Rehired	8/31/2020
Kelly Wier	Teacher - 1st Grade	Meadow Ridge	Rehired	8/31/2020

**LEAVE OF ABSENCE**

Name	Position	Location	Leave Date
Kari Ramstrom	Paraprofessional	Meadow Ridge	2020-21 school year
Eric Crees	Wayzata Kids	Birchview	8/31/20 - 11/27/2020
Stefanie Nessen	Wayzata Kids	Kimberly Lane	8/24/20 - 6/10/2021
Shabniz Nurani	Culinary Express	Kimberly Lane	2020-21 school year
Sue Dierks	Wayzata Kids	North Woods	2020-21 school year
Carolyn Khong	Culinary Express	Meadow Ridge	2020-21 school year
Melinda Inman	Wayzata Kids	Gleason Lake	8/31/20 - 6/10/2021
Jill Snyder	Paraprofessional	Plymouth Creek	2020-21 school year
Rebecca O'Toole	Paraprofessional	North Woods	2020-21 school year
Jessica Christner	Teacher - 1st Grade	Meadow Ridge	2020-21 school year
Judy Hamman	Paraprofessional	Transition School	9/28/20 - 6/10/2021
Victoria Jaeger	Paraprofessional	North Woods	2020-21 school year
Caitlin Scallon	Teacher - 6th Grade	East Middle	8/31/20 - 1/31/21
Jessica Dahlman	Counselor	High School	11/30/20 - 2/28/21
Steven Porter	Teacher - Social Studies	High School	11/16/20-1/3/21
Allison Westplate	Teacher - Special Services	Gleason Lake	10/24/20 - 1/31/21
Charlotte Hibbs	Teacher - 2nd Grade	Gleason Lake	8/31/20 - 11/1/20
Natalie Peterson	Teacher - 5th Grade	Greenwood	2020-21 school year
Amy Wetterlin	Teacher - Spanish	Gleason Lake	2020-21 school year
Cody DeBoer	Teacher - Math	High School	10/19/20 - 11/1/20
Andrea Cochran	Teacher - Kindergarten	Birchview	12/19/20 - 6/11/21

### RESIGNATION

Name	Position	Location	Resign Date
Jack Peterson	Wayzata Kds	Birchview	9/1/2020
Brittni Weld	Paraprofessional	Central Middle	8/14/2020
Traci Christensen	Paraprofessional	Early Learning School	8/31/2020
Corey Cellurale	Teacher - Music	East Middle	8/25/2020
Ryan Nichols	Paraprofessional	Gleason Lake	8/10/2020
Patricia Johnson	Paraprofessional	Gleason Lake	8/17/2020
Kate Karja	Paraprofessional	Gleason Lake	8/21/2020
Vito Mercurio	Wayzata Kds	Greenwood	8/21/2020
Margaret Schlicht	Wayzata Kds	Greenwood	8/21/2020
Deborah Wiese	Paraprofessional	High School	8/31/2020
Kaitlin Hallett-Pugh	Teacher - Social Studies	High School	8/25/2020
Sonalben Sarodiya	Wayzata Kds	Kimberly Lane	9/1/2020
Cathy Somers	Wayzata Kds	Kimberly Lane	8/26/2020
Taylor Dykhoff	Paraprofessional	Meadow Ridge	8/26/2020



D. Updated 2020-2021 Semester 1 School Days Calendar



## Board of Education

Regular Meeting – September 14, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** School Days Calendar Update

**COMMENTS BY:** Jill Johnson, Executive Director of Teaching and Learning

On July 30, 2020, Minnesota Governor Tim Walz issued Emergency Executive Order 20-82 and the Safe Learning Plan for 2020-2021 (the “Safe Learning Plan”), which set forth five Learning Models (in-person learning for all, in-person learning for elementary students and hybrid learning for secondary students, hybrid learning for all students, hybrid learning for elementary students and distance learning for secondary students, and distance learning) and authorized all school districts in the State of Minnesota to select and implement an appropriate base Learning Model in accordance with, and subject to, the Safe Learning Plan.

Wayzata Public Schools has implemented a hybrid learning model for the beginning of school, and has set the start date of school to September 14, 2020. The attached calendars reflect these updates.

**Recommended Action:** Approve the updated semester one school days calendar to reflect the September 14<sup>th</sup> state date and hybrid learning plan base model.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



Excellence. For each and every student.

## 2020-2021 District Calendar Semester 1 – Elementary Schools September 2020 – January 2021

### District Offices Closed

September 7, November 26 & 27, December 24 & 25,  
January 1 & 18, February 15 and May 31.

### District and School Event Calendars

[www.wayzataschools.org/calendar](http://www.wayzataschools.org/calendar)

November						
S	M	T	W	T	F	S
1	2 Day 4	3 Day 4	4 Day 5	5 Day 5	6 Distance Learning	7
8	9 Day 1	10 Day 1	11 Day 2	12 Day 2	13	14
15	16 Day 3	17 Day 3	18 Day 4	19 Day 4	20 Distance Learning	21
22	23 Day 5	24 Day 5	25	26	27	28
29	30 Day 1					

12 First Quarter Ends (K-5)  
13 First Quarter Ends (6-12)  
13 No School for K-5 Students  
25-27 Thanksgiving Holiday, No School for K-12 Students

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Day 1	15 Day 1	16 Day 2	17 Day 2	18 Distance Learning	19
20	21 Day 3	22 Day 3	23 Day 4	24 Day 4	25 Distance Learning	26
27	28 Day 5	29 Day 5	30 Day 1			

1-3, 8-10 Teacher Workshop Days  
14 First Day of School

December						
S	M	T	W	T	F	S
		1 Day 1	2 Day 2	3 Day 2	4 Distance Learning	5
6	7 Day 3	8 Day 3	9 Day 4	10 Day 4	11 Distance Learning	12
13	14 Day 5	15 Day 5	16 Day 1	17 Day 1	18 Distance Learning	19
20	21 Day 2	22 Day 2	23 Day 3	24	25	26
27	28	29	30	31		

24-31 Winter Break, No School for K-12 Students

October						
S	M	T	W	T	F	S
				1 Day 1	2 Distance Learning	3
4	5 Day 2	6 Day 2	7 Day 3	8 Day 3	9 Distance Learning	10
11	12 Day 4	13 Day 4	14	15	16	17
18	19 Day 5	20 Day 5	21 Day 1	22 Day 1	23 Distance Learning	24
25	26 Day 2	27 Day 2	28 Day 3	29 Day 3	30 Distance Learning	31

14 No School for K-12 Students  
Parent-Teacher Conferences (K-8)  
15-16 No School for K-12 Students

January						
S	M	T	W	T	F	S
					1	2
3	4 Day 4	5 Day 3	6 Day 5	7 Day 4	8 Distance Learning	9
10	11 Day 1	12 Day 5	13 Day 2	14 Day 1	15 Distance Learning	16
17	18	19 Day 2	20 Day 3	21 Day 3	22 Distance Learning	23
24	25 Day 4	26 Day 4	27 Day 5	28 Day 5	29 Distance Learning	30
31						

1 Winter Break, No School for K-12 Students  
4 School Resumes  
18 Martin Luther King Jr. Day, No School for K-12 Students  
29 Second Quarter Ends

Key	
Date	No School for Specific Grades
	No School for K-12 Students
	Group A: In-Person Mon. & Wed., Distance Learning Fri.
	Group B: In-Person Tues. & Thurs., Distance Learning Fri.



Excellence. For each and every student.

## 2020-2021 District Calendar Semester 1 – Middle Schools September 2020 – January 2021

### District Offices Closed

September 7, November 26 & 27, December 24 & 25, January 1 & 18, February 15 and May 31.

### District and School Event Calendars

[www.wayzataschools.org/calendar](http://www.wayzataschools.org/calendar)

November						
S	M	T	W	T	F	S
1	2 Day 2	3 Day 2	4 Day 1	5 Day 1	6 Distance Learning	7
8	9 Day 2	10 Day 2	11 Day 1	12 Day 1	13 Distance Learning	14
15	16 Day 2	17 Day 2	18 Day 1	19 Day 1	20 Distance Learning	21
22	23 Day 2	24 Day 2	25	26	27	28
29	30 Day 1					

12 First Quarter Ends (K-5)  
13 First Quarter Ends (6-12)  
13 No School for K-5 Students  
25-27 Thanksgiving Holiday, No School for K-12 Students

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Day 1	15 Day 1	16 Day 2	17 Day 2	18 Distance Learning	19
20	21 Day 1	22 Day 1	23 Day 2	24 Day 2	25 Distance Learning	26
27	28 Day 1	29 Day 1	30 Day 2			

1-3, 8-10 Teacher Workshop Days  
14 First Day of School

December						
S	M	T	W	T	F	S
		1 Day 1	2 Day 2	3 Day 2	4 Distance Learning	5
6	7 Day 1	8 Day 1	9 Day 2	10 Day 2	11 Distance Learning	12
13	14 Day 1	15 Day 1	16 Day 2	17 Day 2	18 Distance Learning	19
20	21 Day 1	22 Day 1	23 Day 2	24	25	26
27	28	29	30	31		

24-31 Winter Break, No School for K-12 Students

October						
S	M	T	W	T	F	S
				1 Day 2	2 Distance Learning	3
4	5 Day 1	6 Day 1	7 Day 2	8 Day 2	9 Distance Learning	10
11	12 Day 1	13 Day 1	14	15	16	17
18	19 Day 2	20 Day 2	21 Day 1	22 Day 1	23 Distance Learning	24
25	26 Day 2	27 Day 2	28 Day 1	29 Day 1	30 Distance Learning	31

14 No School for K-12 Students  
Parent-Teacher Conferences (K-8)  
15-16 No School for K-12 Students

January						
S	M	T	W	T	F	S
					1	2
3	4 Day 1	5 Day 1	6 Day 2	7 Day 2	8 Distance Learning	9
10	11 Day 1	12 Day 1	13 Day 2	14 Day 2	15 Distance Learning	16
17	18	19 Day 1	20 Day 2	21 Day 2	22 Distance Learning	23
24	25 Day 1	26 Day 1	27 Day 2	28 Day 2	29 Distance Learning	30
31						

1 Winter Break, No School for K-12 Students  
4 School Resumes  
18 Martin Luther King Jr. Day, No School for K-12 Students  
29 Second Quarter Ends

Key	
Date	No School for Specific Grades
	No School for K-12 Students
	Group A: In-Person Mon. & Wed., Distance Learning Fri.
	Group B: In-Person Tues. & Thurs., Distance Learning Fri.



Excellence. For each and every student.

## 2020-2021 District Calendar Semester 1 – High School September 2020 – January 2021

### District Offices Closed

September 7, November 26 & 27, December 24 & 25, January 1 & 18, February 15 and May 31.

### District and School Event Calendars

[www.wayzataschools.org/calendar](http://www.wayzataschools.org/calendar)

November						
S	M	T	W	T	F	S
1	2 Day 1	3 Day 2	4 Day 1	5 Day 2	6 Distance Learning	7
8	9 Day 1	10 Day 2	11 Day 1	12 Day 2	13 Distance Learning	14
15	16 Day 1	17 Day 2	18 Day 1	19 Day 2	20 Distance Learning	21
22	23 Day 1	24 Day 2	25	26	27	28
29	30 Day 1					

12 First Quarter Ends (K-5)  
13 First Quarter Ends (6-12)  
13 No School for K-5 Students  
25-27 Thanksgiving Holiday, No School for K-12 Students

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Day 1	15 Day 2	16 Day 1	17 Day 2	18 Distance Learning	19
20	21 Day 1	22 Day 2	23 Day 1	24 Day 2	25 Distance Learning	26
27	28 Day 1	29 Day 2	30 Day 1			

1-3, 8-10 Teacher Workshop Days  
14 First Day of School

December						
S	M	T	W	T	F	S
		1 Day 2	2 Day 1	3 Day 2	4 Distance Learning	5
6	7 Day 1	8 Day 2	9 Day 1	10 Day 2	11 Distance Learning	12
13	14 Day 1	15 Day 2	16 Day 1	17 Day 2	18 Distance Learning	19
20	21 Day 1	22 Day 2	23 Day 1	24	25	26
27	28	29	30	31		

24-31 Winter Break, No School for K-12 Students

October						
S	M	T	W	T	F	S
				1 Day 2	2 Distance Learning	3
4	5 Day 1	6 Day 2	7 Day 1	8 Day 2	9 Distance Learning	10
11	12 Day 1	13 Day 2	14	15	16	17
18	19 Day 1	20 Day 2	21 Day 1	22 Day 2	23 Distance Learning	24
25	26 Day 1	27 Day 2	28 Day 1	29 Day 2	30 Distance Learning	31

14 No School for K-12 Students  
Parent-Teacher Conferences (K-8)  
15-16 No School for K-12 Students

January						
S	M	T	W	T	F	S
					1	2
3	4 Day 1	5 Day 2	6 Day 1	7 Day 2	8 Distance Learning	9
10	11 Day 1	12 Day 2	13 Day 1	14 Day 2	15 Distance Learning	16
17	18	19 Day 2	20 Day 1	21 Day 2	22 Distance Learning	23
24	25 Day 1	26 Day 2	27 Day 1	28 Day 2	29 Distance Learning	30
31						

1 Winter Break, No School for K-12 Students  
4 School Resumes  
18 Martin Luther King Jr. Day, No School for K-12 Students  
29 Second Quarter Ends

Key	
Date	No School for Specific Grades
	No School for K-12 Students
	Group A: In-Person Mon. & Wed., Distance Learning Fri.
	Group B: In-Person Tues. & Thurs., Distance Learning Fri.

**3. REPORTS FROM ORGANIZATIONS**

A. WHS Student Council Vice President Sarah Cao

**4. RECOGNITIONS**

A. August Employee of the Month



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Recognitions

**ITEM:** Employee of the Month - August

**COMMENTS BY:** Chace B. Anderson, Superintendent

**Brooks Bajari**

The Buildings & Grounds Department is pleased to nominate Brooks Bajari as the August Employee of the Month.

The Employee of the Month should be someone who stands out among their peers and makes a difference. Brooks Bajari is that person.

Brooks has worked in the Buildings & Grounds Department since 2015 in various positions. He currently is the maintenance person and serves as the Certified Pool Operator at East Middle School. His unsurpassed commitment to excellence has earned the respect and gratitude of his colleagues, staff and district administration. Over the past year, Brooks has stepped up and has been willing to help other elementary buildings in the district with maintenance. He has a great “can do” attitude that is contagious for anyone who has worked with him.

Brooks has a great understanding on what it takes to make a difference. That understanding coupled with his positive attitude is why we are honoring Brooks as the Wayzata Public Schools’ August Employee of the Month. Congratulations, Brooks!

B. September Employee of the Month - Postponed

C. Retiree Recognition



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Recognitions

**ITEM:** Retiree Recognitions

**COMMENTS BY:** Chace B. Anderson, Superintendent

Tonight we would like to recognize the following employees who announced their retirement in 2020-2021. We would like to thank them for their years of service to Wayzata Public Schools and wish them well in their future endeavors.

<u>Name</u>	<u>Position</u>	<u>Years of Service</u>
Jackie Campbell	Wayzata Kids, Oakwood	5 Years
Donna Fiedler	Paraprofessional, East Middle	24 Years
Judy Haux	Paraprofessional, Birchview	36 Years
Trudy Namur	Paraprofessional, East Middle	20 Years
Stoehr-Nessen, Mary	Paraprofessional, Greenwood	16 Years
Susan Mahaffy	Preschool Assistant	10 Years
Curtis Wyffels	Teacher	30 Years
Jeffrey Dahl	Teacher	30 Years
Eileen Baker	Teacher	20 Years

**5. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD**



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Audience Opportunity to Address the Board

**ITEM:** Audience Opportunity to Address the Board

**COMMENTS BY:** Andrea Cuene, Board Chair

This section of the agenda provides an opportunity for members of the audience to address the School Board. Speakers will be allotted approximately three minutes.

**Please note** that this time is provided for citizens to address the Board; this is not an appropriate venue for a discussion or debate. If the speaker would like follow-up contact from the Board of Education, they may leave their contact information with the administrative assistant.

**Special Note for Teleconference Meetings:**

Members of the public who wish to remain distanced and still make a comment during the Audience Opportunity to Address the Board may email their comments to [ashley.winter@wayzataschools.org](mailto:ashley.winter@wayzataschools.org) and the School Board Chair will read the comments aloud during the teleconference meeting.

Please submit your comments by noon on the day of the meeting. Comments that conflict with state and/or federal laws, or Board policy, will not be read. As mentioned above, please note that this time is allotted for the reading of comments only, and no Board discussion or debate will ensue.

- 6. STUDENT CURRICULUM PRESENTATION**
- 7. ADMINISTRATIVE REPORTS AND RECOMMENDATIONS**
  - A. Superintendent
    - 1. School Opening Update
  - B. Teaching and Learning
  - C. Finance and Business Services
    - 1. Monthly Financial Reports



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

**Monthly Financial Reports**

Enclosed for School Board review and information are the following financial reports as of July 2020.

- Analysis of Financial Reports
- Statement of Revenues
- Statement of Expenditures
- Investments Summary

**Recommendation:** No School Board action is required.



## ANALYSIS OF FINANCIAL REPORTS For the month ended July 31, 2020

### **Statement of Revenues:**

This report reflects revenue received by the month end noted above. Overall revenues are consistent with prior years except for the Food Service and Community Service funds as noted below:

- Food Service Fund revenue is higher in fiscal year 2021 due to revenue received under the Federal “Summer Food Service Program”. The District has not regularly participated in this program in the past but began participating in April due to COVID-19.
- Community Service Fund fee for service revenue is lower in fiscal year 2021 due to reduced participation caused by COVID-19.

### **Statement of Expenses:**

This report reflects actual expenditures and does not include outstanding encumbrances. Overall expenditures are comparable with prior years with the exception of the following:

- General Fund supply and material expenditures are lower in fiscal year 2021 than prior years due to COVID-19. Due to the uncertainty regarding a return to school buildings for traditional instruction, many routine supply and material purchases did not occur.
- Community Service Fund expenditures are lower in fiscal year 2021 for the same reason as noted above in the revenues section.



**INVESTMENT SUMMARY**  
For the month ended July 31, 2020

**GENERAL FUND**

<u>Investment Held At</u>	<u>Type of Investment</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Cost</u>	<u>Maturity Amount</u>	<u>Interest Earned</u>	<u>Yield</u>
PMA/MN Trust	Money Market	N/A	NOW	N/A	\$242,744	N/A	0.12%
MSDLAF+	Money Market	N/A	NOW	N/A	\$16,845,519	N/A	0.11%
MSDMAX	Money Market	N/A	NOW	N/A	\$7,395,741	N/A	0.20%
<b>Total General Fund</b>				<b>\$0</b>	<b>\$24,484,005</b>	<b>\$0</b>	

**FUND 06 (ALT FACILITIES BONDS)**

<u>Investment Held At</u>	<u>Type of Investment</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Cost</u>	<u>Maturity Amount</u>	<u>Interest Earned</u>	<u>Yield</u>
MSDLAF+	Money Market	N/A	NOW	N/A	\$2,965,967	N/A	0.11%
MSDMAX	Money Market	N/A	NOW	N/A	\$5,034,428	N/A	0.20%
<b>Total Alt. Facilities Bonds Fund</b>				<b>\$0</b>	<b>\$8,000,395</b>	<b>\$0</b>	

**FUND 82 (2014 BUILDING BONDS)**

<u>Investment Held At</u>	<u>Type of Investment</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Cost</u>	<u>Maturity Amount</u>	<u>Interest Earned</u>	<u>Yield</u>
MSDLAF+	Money Market	N/A	NOW	N/A	\$1,035,847	N/A	0.11%
MSDMAX	Money Market	N/A	NOW	N/A	\$5,043,077	N/A	0.20%
<b>Total Building Bonds Fund</b>				<b>\$0</b>	<b>\$6,078,924</b>	<b>\$0</b>	

**FUND 86 (2018 BUILDING BONDS)**

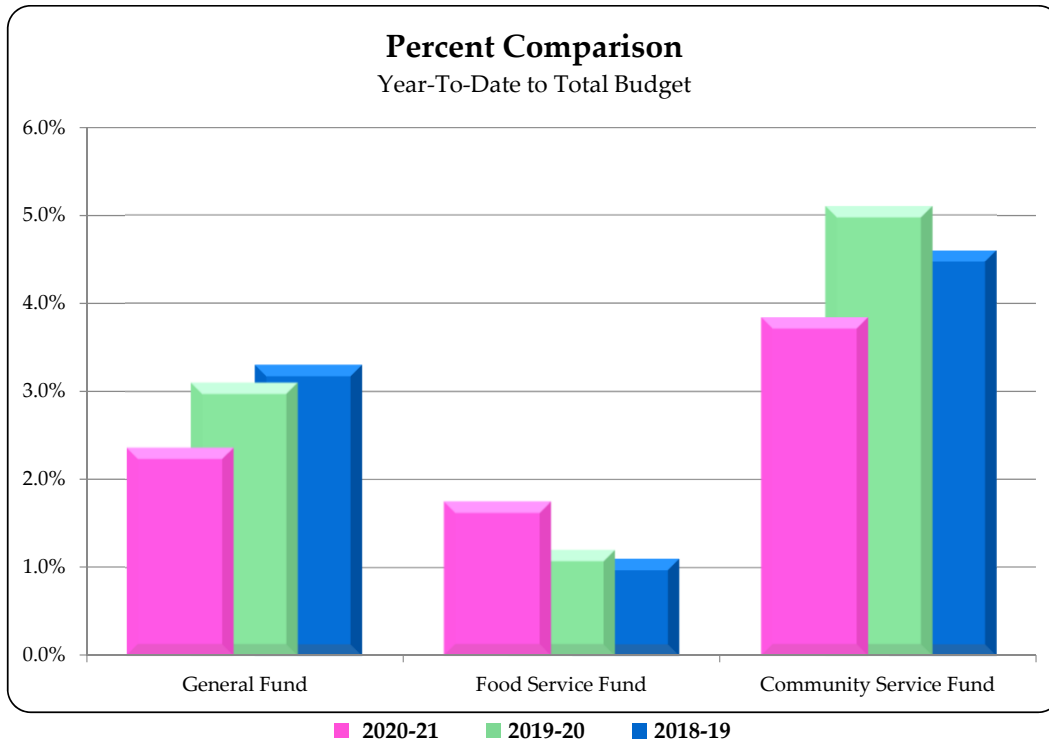
<u>Investment Held At</u>	<u>Type of Investment</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Investment Cost</u>	<u>Maturity Amount</u>	<u>Interest Earned</u>	<u>Yield</u>
MSDLAF+	Money Market	N/A	NOW	N/A	\$12,580,056	N/A	0.11%
MSDMAX	Money Market	N/A	NOW	N/A	\$3,975,893	N/A	0.20%
	Total U.S. Treasury Notes			\$0	\$0	\$0	
<b>Total Building Bonds Fund</b>				<b>\$16,555,949</b>	<b>\$16,555,949</b>	<b>\$0</b>	



## STATEMENT OF EXPENDITURES

For the month ended July 31, 2020

Fund	Year- To-Date	Budget	YTD as % of Budget		
			2020-21	2019-20	2018-19
General Fund					
Salaries	\$ 2,060,392	\$ 102,936,700	2.0%	2.0%	2.2%
Benefits	562,618	33,338,113	1.7%	2.0%	4.5%
Purchased Services	386,250	24,626,671	1.6%	1.2%	1.8%
Supplies & Materials	584,126	6,471,427	9.0%	16.6%	11.0%
Capital Expenditures	437,532	5,038,890	8.7%	7.4%	9.1%
Other Expenses	44,731	379,036	11.8%	0.6%	1.5%
<b>Total General Fund</b>	<b>\$ 4,075,649</b>	<b>\$ 172,790,837</b>	<b>2.4%</b>	<b>3.1%</b>	<b>3.3%</b>
Food Service Fund	\$ 127,292	\$ 7,287,596	1.7%	1.2%	1.1%
Community Service Fund	422,639	11,008,987	3.8%	5.1%	4.6%
LTFM Fund	1,104,386	11,137,818	9.9%	12.6%	8.7%
Debt Service Fund	3,895,028	14,183,262	27.5%	29.4%	31.6%
<b>Total</b>	<b>\$ 9,624,994</b>	<b>\$ 216,408,500</b>	<b>4.4%</b>	<b>4.8%</b>	<b>5.1%</b>
Construction Fund	126,327	11,000,000	1.1%	-	1.9%
<b>Total All Funds</b>	<b>\$ 9,751,321</b>	<b>\$ 227,408,500</b>	<b>4.3%</b>	<b>4.6%</b>	<b>4.6%</b>

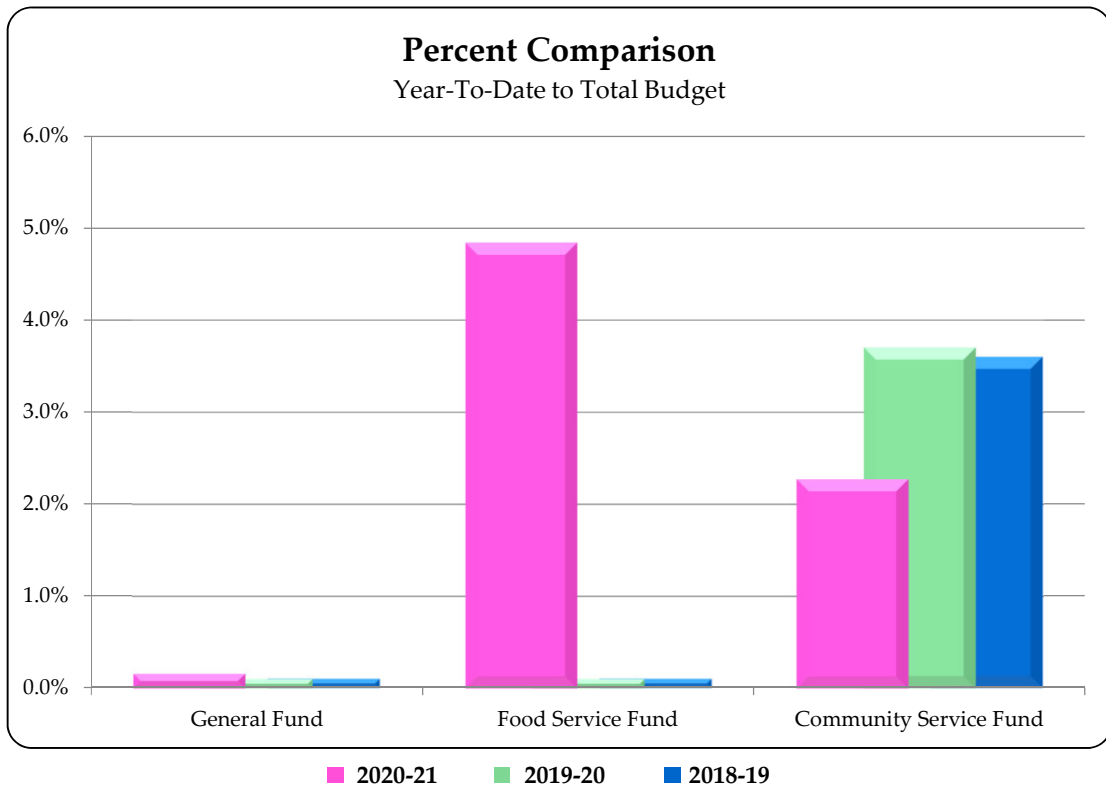




## STATEMENT OF REVENUES

For the month ended July 31, 2020

Fund	Year- To-Date	Budget	YTD as % of Budget		
			2020-21	2019-20	2018-19
General Fund	\$ 294,863	\$ 183,687,479	0.2%	0.1%	0.1%
Food Service Fund	339,186	7,011,600	4.8%	0.1%	0.1%
Community Service Fund	256,342	11,293,743	2.3%	3.7%	3.6%
Debt Service Fund	1,508	14,614,917	-	-	-
<b>Total</b>	<b>\$ 891,899</b>	<b>\$ 216,607,739</b>	<b>0.4%</b>	<b>0.3%</b>	<b>0.3%</b>
Construction Fund	3,893	-	-	-	-
<b>Total All Funds</b>	<b>\$ 895,791</b>	<b>\$ 216,607,739</b>	<b>0.4%</b>	<b>0.3%</b>	<b>0.3%</b>



2. Student Resource Officer (SRO) Agreement with Plymouth City



## Board of Education

Regular Meeting – September 14, 2020

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

The City and the School District desire to partner within Central Middle School, East Middle School, and Wayzata High School by engaging the services of Plymouth Police Department’s peace officers to serve as school resource officers;

The Safe School Levy in Minnesota Statutes section 126C.44 provides monetary funds to school districts to hire school resource officers to address safety related issues within schools by authorizing school districts to levy for an appropriate portion of the costs cities incur in providing wages, benefits, and transportation to peace officers assigned as school resource officers; and

To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

**Recommended Action:** Approve the School Resource Officer Agreement between Independent School District 284 and the City of Plymouth for the 2020-2021 school year.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_,

**SCHOOL RESOURCE OFFICER AGREEMENT  
BY AND BETWEEN  
INDEPENDENT SCHOOL DISTRICT 284 AND THE CITY OF PLYMOUTH**

THIS SCHOOL RESOURCE OFFICER AGREEMENT (“Agreement”) made this 1<sup>th</sup> day of July, 2020, by and between INDEPENDENT SCHOOL DISTRICT 284, (hereinafter “School District”) and the CITY OF PLYMOUTH, a public corporation and political subdivision of the State of Minnesota (hereinafter “City”).

**RECITALS**

1. The City and the School District desire to deter and prevent crime and violence within the Central Middle School, East Middle School, and Wayzata High School by engaging the services of Plymouth Police Department’s peace officers to serve as school resource officers;
2. The Safe School Levy in Minnesota Statutes section 126C.44 provides monetary funds to school districts to hire school resource officers to address violence, crime, and safety related issues within schools by authorizing school districts to levy for an appropriate portion of the costs cities incur in providing wages, benefits, and transportation to peace officers assigned as school resource officers; and
3. To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the City and the School District agree as follows:

**TERMS**

**1. TERM AND TERMINATION.** The term of this agreement shall be for a twelve month period from July 1, 2020 to June 30, 2021. This Agreement will automatically renew for a period of twelve calendar months (July 1 to June 30) unless either party provides written notice of termination to the other party on or before May 1. Either Party may terminate this agreement at any time for any reason upon a sixty (60) day written notice to the other party of such termination. In the event of an early termination, any payments due shall be prorated based on the daily rate set forth in section 4.

**2. DEFINITIONS.** The following definitions and terms apply to this Agreement.

- a. **“Additional services”** mean services that a peace officer provides, at the School District’s request, outside the “school day,” as defined in this Agreement. By way of example, but without limitation, a SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
- b. **“Exigent circumstances”** mean circumstances under which the courts permit peace officers to execute a warrantless search or seizure; circumstances under which a reasonable peace officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is

reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a peace officer is in hot pursuit of a suspect who is believed to have committed or to have attempted to commit a crime and is in the process of fleeing.

- c. **“School Resource Officer” or “SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
- d. **“SRO duties”** include, but are not necessarily limited to, the following:
- protecting persons who are present on school property or at a school sponsored event or activity;
  - protecting real and personal property;
  - serving as a role model for students, parents, and community members;
  - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
  - identifying and advising on security vulnerabilities in the School District’s schools within the SRO’s knowledge;
  - visiting and inspecting high delinquency areas on school property;
  - being present and visible on school property;
  - deterring all forms of criminal activity on school property and at school sponsored events and activities;
  - serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
  - serving as a mentor and resource for students;
  - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
  - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
  - conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
  - recovering lost or stolen property;
  - enforcing all criminal laws on school property and at school sponsored events and activities;
  - apprehending and prosecuting criminals, including suspected criminals;
  - responding to emergencies including, but not limited to, medical emergencies within his capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
  - attending trainings provided by the School District;
  - meeting and collaborating with school administrators and School District administrators to develop and work toward mutually agreed upon goals;

- use confidential student records only with the approval of a principal and in accordance with applicable laws;
  - making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.
  - assist and testify in student discipline hearings as requested by School District administrators where the SRO has direct knowledge of the incident and applicable laws; and
  - other tasks as assigned by the Plymouth Police Department.
- e. **“School day”** means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the School District calendar, which is published on the School District’s website. Days on which students attend summer school are not school days. For purposes of this Agreement, the “school day” begins at 8:20 a.m. at the high school and 9:10 a.m. at the middle schools and ends at 3:10 p.m. at the high school and 4:00 p.m. at the middle schools. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty (40) hours in any workweek while still providing coverage, at the School District’s request, for school sponsored events or activities that occur outside the school day. The SRO will notify the District’s superintendent or his/her designee by email when the SRO finds it necessary to flex his or her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.
- f. **“School property”** means: (1) any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the public areas surrounding school property as described in the first clause of this paragraph to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus or other school vehicle when the bus or vehicle is being used to transport one or more elementary or secondary school students.

**PAYMENT.** The School District will pay the City a total sum of money for the SRO services covered during the term of this Agreement. The total sum of money will be based on the City’s Master Police Contract, but it shall not exceed eighty-four thousand dollars (\$84,000) for any given year inclusive of benefits, per officer. The School District will pay this sum to the City in two equal installments. The City will invoice the School District for the first installment on January 1 and the second installment on June 30. The School District must pay each installment within 30 days of receiving each invoice. If this Agreement or any renewal of it is terminated early, the School District’s total payment to the City will be a prorated amount based on a rate based on the current Plymouth police master contract of for each day the Agreement was in effect.

**INVOICE FOR ADDITIONAL SERVICES.** School District administrators may request that the City assign one or more peace officers to provide “additional services” as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer’s wages for the hours worked while

providing additional services, any resulting overtime costs, a prorated portion of the officer's benefits for the hours worked while providing additional services, and the officer's transportation costs directly associated with providing additional services. The City will submit an itemized invoice to the School District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services. Within thirty (30) calendar days after receipt of the invoice, the School District will pay the City for the amount of the additional services stated on the invoice. If the School District disputes the amount of an invoice for additional services, the School District will pay the undisputed amount within thirty (30) calendar days.

**3. SCHOOLS TO RECEIVE SERVICES.** The City will provide SRO services under this Agreement to the following schools in Independent School District 284:

- a. Wayzata High School, 4955 Peony Lane, Plymouth, MN 55446;
- b. Wayzata East Middle School, 12000 Ridgemount Ave. W, Plymouth, MN 55441; and
- c. Central Middle School, 305 Vicksburg Lane N, Plymouth, MN 5547.

**4. ASSIGNMENT OF SCHOOL RESOURCE OFFICERS.** The City will employ or assign 2 full-time (1.0 FTE) licensed peace officers to Wayzata High School, 1 full-time (1.0 FTE) licensed peace officers to Wayzata East Middle School, and 1 full-time (1.0 FTE) licensed peace officers to Central Middle School to perform SRO duties on a full-time basis during each "school day," as is defined in this Agreement, during the regular school year (approximately 170-180 school days) covered by the term of this Agreement. The number of officers serving in the SRO position at any of the three schools may be modified at any time by written agreement between the City and the School District.

- a. **Absences.** Unless an absence is caused by an emergency, the SRO will provide reasonable notice to the Principal or Principal's designee if the SRO will be absent from the School District due to illness, vacation, training, or any other non-emergency reason. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO's absences from the School District during school hours.
- b. **Extended Absences.** If an SRO is absent for more than ten (10) consecutive school days, the City will undertake reasonable efforts to assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.
- c. **Vehicles, Equipment, and Training.** The City is responsible for providing, at its own expense, each SRO with a vehicle or mileage reimbursement and all necessary law enforcement equipment, including but not limited to clothing, uniforms, and electronic devices, within the City's law enforcement budget to perform the SRO duties. The City is also responsible for providing training and education to all peace officers who are assigned to provide SRO services pursuant to this Agreement.
- d. **Objections to Personnel.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District's Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District's satisfaction that the concern has been addressed. If the concern has not been addressed to the District's satisfaction after thirty (30) calendar days, the City will assign a different licensed

peace officer to serve as the regular SRO under this Agreement. If the City refuses, the School District may immediately terminate this Agreement without notice and the School District's payment to the City will be prorated as set forth in section 4.

**5. SCHOOL DISTRICT RESPONSIBILITIES.** In addition to making the payments described in this Agreement, the School District will have the following responsibilities:

- a. **Levy & SRO Funds.** The School District is responsible for levying the maximum amount permitted by law to the property tax payers in the Wayzata Public School District to help fund the SRO positions. By May 1 of each year, the School District will meet with the Public Safety Director or designee to allocate available funds to support the cost for the SROs for the next school year.
- b. **Office Space.** The School District will provide office space for the SRO at the assigned school. At a minimum, the office space will be furnished with a desk, chair, filing cabinet that can be locked, landline telephone, computer sufficient to handle the software needs related to the SRO's duties, keyboard, monitor, and internet access at the School District's expense. Any additional supplies and equipment shall be provided by the City at the City's expense.
- c. **Guidance.** Through its administrators, the School District will provide guidance to the SRO as needed or requested.
- d. **SRO Program Information.** The School District will provide the SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO program goals and objections. By way of example, but not limitation, the SRO will facilitate the "DARE" program.
- e. **Notice of Illegal Activity.** Through its principals, the School District will inform the SRO, as soon as reasonably possible, of any suspected illegal activity. In the event the SRO is not immediately available, a principal or staff member may contact the City's Police Department. Any Principal or staff member in the School District who locates a dangerous weapon or illegal drug in the course of a search will turn it over to the SRO or other licensed peace officer. In the event no criminal or juvenile charges are filed, the SRO and City shall dispose of the contraband in the manner prescribed by City policy.
- f. **Notice of Trespassers and Safety Concerns.** Through its administrators, the School District will inform the SRO, as soon as reasonably possible, of the names of specific individuals who are not permitted on School District property, as well as any anticipated safety concerns involving parents, students, or other individuals
- g. **Notice of Disciplinary Hearings.** The School District will provide the SRO with reasonable advance notice of any disciplinary hearing that will require the SRO's attendance.
- h. **Copy of School Regulations.** The School District will provide the City with a copy of applicable school regulations applying to students and District employees.
- i. **Presence at School.** The School District will not assign the SRO to regularly assigned lunchroom or hallway monitoring duties. However, the SRO is highly encouraged to eat lunch

with students and be present in the hallways as part of the School District and City's goal of developing positive relationships between the SRO and the school community

**6. PROPERTY AND EQUIPMENT.** Each party will maintain ownership of all property and equipment provided to the SRO or other party for and in furtherance of the purposes of this Agreement. Upon termination or expiration without renewal of this Agreement, any property and equipment so provided shall be returned to the party that owns and provided the property and equipment. Each party shall be responsible for damage to or loss of any property or equipment furnished thereby in furtherance of the purpose of this Agreement. Except for willful misconduct, each party waives the right to sue the other party for any damages to or loss of its property or equipment, even if the damages were cause wholly or partially by the negligence of the other party, its officers, agents, or employees. Neither party shall be liable or responsible to the other party for depreciation of any property or equipment.

**7. DUTIES AND WORK SCHEDULE OF THE OFFICER.** The peace officers serving as SROs pursuant to this Agreement shall perform SRO duties and services during regular school days and during other events, activities, and meetings as agreed upon by the parties. The School District and City may develop and agree to a modified or different work schedule and new or additional SRO duties. Time spent by a SRO on SRO duties in excess of eight (8) hours in one day or forty (40) hours in one week will be on a specific, case-by-case basis and will require the advance approval of the City and the School District.

**8. ADDITIONAL OFFICER DUTIES.** The peace officers serving as SROs will respond to emergency calls, attend police training, and perform any other special duties as assigned by the City while fulfilling the SRO requirements under this Agreement.

**9. CITY'S AUTHORITY.** Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the Chief of Police. The Chief of Police is responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives. The City will retain its authority over officer standards of performance, conduct and discipline of officers, performance reviews, and other internal matters related to enforcement services. The School District shall provide the City with a written appraisal of the services rendered by the SRO at the end of each contract term. The School District shall immediately notify the City in writing of any performance deficiencies or inappropriate conduct of the SRO. All disciplinary action shall be under authority of the City. If the SRO's performance is deficient or the SRO engages in inappropriate conduct, the School District may request that a new officer be assigned by the City to the SRO position pursuant to the procedures set forth in paragraph 7(d) of this Agreement.

**10. BACKGROUND CHECKS.** The City must conduct, or have conducted, a criminal background check on all peace officers who will provide any services pursuant to this Agreement. The background check must be completed before the peace officer begins performing any services or the SRO position under this Agreement.

**11. PROHIBITED ACTIONS.** In the absence of exigent circumstances, a peace officer who is employed by the City, including the SRO, may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal, from the student's parent or

guardian, or from the student, if the student is eighteen (18) years of age or older. In addition, the SRO will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity, with the exception that a SRO who witnesses an incident or otherwise has information related to a non-criminal incident may be a witness in an investigation or hearing related to the incident. The SRO may not participate in any interviews with news media regarding incidents that occur on District property without the prior written permission of the Superintendent.

**12. RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement may be construed to create a partnership or joint venture between the School District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

**13. SRO EMPLOYMENT STATUS.** At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the School District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs, including those assigned as SROs, and is solely responsible for all employment and administrative functions related to SROs and its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), PERA, FICA, other compensation and benefits, maintaining personnel records, and any labor disputes or grievances.

**14. LIABILITY AND INDEMNIFICATION.** Except for claims arising out of the willful misconduct or gross negligence of the other party, its officers, employees, officials, agents or representatives, each party shall be solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify, hold harmless, and defend the other party and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any act or omission of the party or its officers, agents, or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and neither party waives any defenses or immunities available under Chapter 466.

**15. NOTICES.** Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served three (3) business days after the same is deposited in the U.S. mail, registered or certified postage prepaid, and addressed as follows:

**a. To the City:**

Attn: Police Chief, Plymouth Police Department,  
3400 Plymouth Boulevard  
Plymouth, MN 55447

**b. To the School District:**

Attn: Executive Director of Business Services, Business Office  
220 County Road 101 N  
Wayzata, MN 55391

Either party may designate a different addressee or address at any time by giving written notice to the other party.

**16. DATA PRACTICES.** All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act (“MGDPA”). The parties recognize that educational data maintained by the School District are protected under the MGDPA and under the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the School District is reporting a crime or another statutory exception applies, the School District may not disclose private educational data to a SRO without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the School District’s responsibilities under FERPA.

The School District and the City agree that any use of body worn cameras by SROs must be subject to and in compliance with federal, state, and local laws and regulations and with Plymouth Police Department Policy 422 Body Worn Cameras. Any video recording or audio recording captured by an SRO’s body worn camera and maintained by the Plymouth Police Department constitutes a record of a law enforcement unit and does not constitute educational data under the MGDPA or FERPA. All recordings captured on an SRO’s body worn camera will be the property of the Plymouth Police Department and the School District shall not be responsible for their storage, maintenance, release, or disposal. The Plymouth Police Department is responsible for the storage, maintenance, release, and disposal of any recordings captured on an SRO’s body worn camera and is responsible for any misuse of such recordings. The City agrees to indemnify, hold harmless, and defend the School District and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any recordings captured by an SRO’s body worn camera.

**17. NO UNLAWFUL DISCRIMINATION.** The School District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the School District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.

**18. WAIVER AND ENFORCEMENT.** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is responsible for its own costs, expenses, and any attorneys’ fees associated with this Agreement and any related matters, including enforcement of this Agreement.

**19. EQUAL DRAFTING.** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.

**20. CHOICE OF LAW, FORUM, AND SEVERABILITY.** This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

**21. ENTIRE AGREEMENT, AMENDMENTS, AND EFFECT.** This Agreement constitutes the entire agreement between the parties regarding the SRO position and duties and any additional services or responsibilities related thereto, and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied on any statements, promises, agreements, or representations that are not stated in this Agreement. No amendments or changes to this Agreement are valid and effective unless set forth in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original

IN WITNESS WHEREOF, the City of Plymouth and the Independent School District #284 have caused this Agreement to be executed by their respective duly authorized officers. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

**CITY OF PLYMOUTH**

**INDEPENDENT SCHOOL DISTRICT 284**

By: \_\_\_\_\_

By: \_\_\_\_\_

Mayor

Board Chair

By: \_\_\_\_\_

By: \_\_\_\_\_

City Manager

Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### 3. Student Resource Officer (SRO) Agreement with The City of Wayzata



**Board of Education**

Regular Meeting – September 14, 2020

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

The City and the School District desire to partner within West Middle School by engaging the services of Wayzata Police Department’s peace officers to serve as school resource officers;

The Safe School Levy in Minnesota Statutes section 126C.44 provides monetary funds to school districts to hire school resource officers to address safety related issues within schools by authorizing school districts to levy for an appropriate portion of the costs cities incur in providing wages, benefits, and transportation to peace officers assigned as school resource officers; and

To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

**Recommended Action:** Approve the School Resource Officer Agreement between Independent School District 284 and the City of Wayzata for the 2020-2021 school year.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_,

**SCHOOL RESOURCE OFFICER AGREEMENT  
BY AND BETWEEN  
INDEPENDENT SCHOOL DISTRICT 284 AND THE CITY OF WAYZATA**

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") made this 20<sup>th</sup> day of January , 2020, by and between INDEPENDENT SCHOOL DISTRICT 284, (hereinafter "School District") and the CITY OF WAYZATA, a public corporation and political subdivision of the State of Minnesota (hereinafter "City").

**RECITALS**

1. The City and the School District desire to deter and prevent crime and violence within the West Middle School by engaging the services of Wayzata Police Department's peace officers to serve as school resource officers;
2. The Safe School Levy in Minnesota Statutes section 126C.44 provides monetary funds to school districts to hire school resource officers to address violence, crime, and safety related issues within schools by authorizing school districts to levy for an appropriate portion of the costs cities incur in providing wages, benefits, and transportation to peace officers assigned as school resource officers; and
3. To that end, the City and the School District desire to collaboratively provide safe school and school resource officer services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the City and the School District agree as follows:

**TERMS**

**1. TERM AND TERMINATION.** The term of this agreement shall be for a twelve month period from July 1, 2019 to June 30, 2020. This Agreement will automatically renew for a period of twelve calendar months (July 1 to June 30) unless either party provides written notice of termination to the other party on or before May 1. Either Party may terminate this agreement at any time for any reason upon a sixty (60) day written notice to the other party of such termination. In the event of an early termination, any payments due shall be prorated based on the daily rate set forth in section 4.

**2. DEFINITIONS.** The following definitions and terms apply to this Agreement.

- a. **"Additional services"** mean services that a peace officer provides, at the School District's request, outside the "school day," as defined in this Agreement. By way of example, but without limitation, a SRO performs additional services if, at the request of a school administrator or District administrator, the SRO attends a school board meeting, an extracurricular activity, or a community function that is held in the evening.
- b. **"Exigent circumstances"** mean circumstances under which the courts permit peace officers to execute a warrantless search or seizure; circumstances under which a reasonable peace officer would believe that a person presents an immediate and substantial risk of harm to self or others; circumstances under which urgent action is

reasonably necessary in order to prevent the destruction of evidence of a serious crime; and circumstances in which a peace officer is in hot pursuit of a suspect who is believed to have committed or to have attempted to commit a crime and is in the process of fleeing.

- c. **“School Resource Officer” or “SRO”** means a licensed peace officer who is employed by the City and is assigned to provide SRO duties or additional services pursuant to this Agreement.
- d. **“SRO duties”** include, but are not necessarily limited to, the following:
- protecting persons who are present on school property or at a school sponsored event or activity;
  - protecting real and personal property;
  - serving as a role model for students, parents, and community members;
  - conferring with students, parents, and community members for the purpose of deterring or addressing criminal behavior on school property or at a school sponsored event or activity;
  - identifying and advising on security vulnerabilities in the School District’s schools within the SRO’s knowledge;
  - visiting and inspecting high delinquency areas on school property;
  - being present and visible on school property;
  - deterring all forms of criminal activity on school property and at school sponsored events and activities;
  - serving as a resource for school officials regarding the prevention of criminal activity on school property and at school sponsored events and activities;
  - serving as a mentor and resource for students;
  - giving presentations to students and staff that are designed to promote safety or to deter, decrease, or otherwise address drug use or other potential criminal activity by students;
  - investigating and otherwise addressing criminal activity that has occurred, is alleged to have occurred, may have occurred, or is expected to occur on school property or at a school sponsored event or activity;
  - conducting searches of students, student lockers, student backpacks, school property, and student vehicles as authorized by law;
  - recovering lost or stolen property;
  - enforcing all criminal laws on school property and at school sponsored events and activities;
  - apprehending and prosecuting criminals, including suspected criminals;
  - responding to emergencies including, but not limited to, medical emergencies within his capabilities and situations involving a threat of violence or harm to property or to any person who is on school property or is at a school sponsored event or activity;
  - attending trainings provided by the School District;
  - meeting and collaborating with school administrators and School District administrators to develop and work toward mutually agreed upon goals;

- use confidential student records only with the approval of a principal and in accordance with applicable laws;
  - making referrals to community agencies which offer assistance to youths and their families with mental health, addiction, etc.
  - assist and testify in student discipline hearings as requested by School District administrators where the SRO has direct knowledge of the incident and applicable laws; and
  - other tasks as assigned by the Wayzata Police Department.
- e. **“School day”** means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. School days are identified on the School District calendar, which is published on the School District’s website. Days on which students attend summer school are not school days. For purposes of this Agreement, the “school day” begins at 8:20 a.m. at the high school and 9:10 a.m. at the middle schools and ends at 3:10 p.m. at the high school and 4:00 p.m. at the middle schools. The SRO is generally expected to be performing SRO duties during the school day; however, the SRO may flex his or her hours in order to avoid working more than forty (40) hours in any workweek while still providing coverage, at the School District’s request, for school sponsored events or activities that occur outside the school day. The SRO will notify the District’s superintendent or his/her designee by email when the SRO finds it necessary to flex his or her hours in response to a request to provide coverage for school sponsored events or activities that occur outside the school day.
- f. **“School property”** means: (1) any property owned, leased, or controlled by the District where an elementary school, middle school, secondary school, secondary vocational center, alternative learning program, or other school providing educational services is located or used for educational purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the public areas surrounding school property as described in the first clause of this paragraph to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus or other school vehicle when the bus or vehicle is being used to transport one or more elementary or secondary school students.

**PAYMENT.** The School District will pay the City a total sum of money for the SRO services covered during the term of this Agreement. The total sum of money will be based on the City’s Master Police Contract, but it shall not exceed eighty-four thousand dollars (\$84,000) for any given year inclusive of benefits, per officer. The School District will pay this sum to the City in two equal installments. The City will invoice the School District for the first installment on January 1 and the second installment on June 30. The School District must pay each installment within 30 days of receiving each invoice. If this Agreement or any renewal of it is terminated early, the School District’s total payment to the City will be a prorated amount based on a rate based on the current Wayzata police master contract of for each day the Agreement was in effect.

**INVOICE FOR ADDITIONAL SERVICES.** School District administrators may request that the City assign one or more peace officers to provide “additional services” as defined in this Agreement. The City will make reasonable efforts to accommodate such requests. When the City assigns an officer to provide additional services, the District will be responsible for paying the officer’s wages for the hours worked while

providing additional services, any resulting overtime costs, a prorated portion of the officer's benefits for the hours worked while providing additional services, and the officer's transportation costs directly associated with providing additional services. The City will submit an itemized invoice to the School District describing the additional services that were provided, the location where the additional services were provided, and the costs the City incurred in providing the additional services. Within thirty (30) calendar days after receipt of the invoice, the School District will pay the City for the amount of the additional services stated on the invoice. If the School District disputes the amount of an invoice for additional services, the School District will pay the undisputed amount within thirty (30) calendar days.

**3. SCHOOLS TO RECEIVE SERVICES.** The City will provide SRO services under this Agreement to the following schools in Independent School District 284:

- a. West Middle School, 149 Barry Avenue, Wayzata, MN 55391

**4. ASSIGNMENT OF SCHOOL RESOURCE OFFICERS.** The City will employ or assign 1 full-time (1.0 FTE) licensed peace officers to West Middle School to perform SRO duties on a full-time basis during each "school day," as is defined in this Agreement, during the regular school year (approximately 170-180 school days) covered by the term of this Agreement. The number of officers serving in the SRO position at any of the three schools may be modified at any time by written agreement between the City and the School District.

- a. **Absences.** Unless an absence is caused by an emergency, the SRO will provide reasonable notice to the Principal or Principal's designee if the SRO will be absent from the School District due to illness, vacation, training, or any other non-emergency reason. The City will make reasonable attempts to schedule activities in a manner that minimizes the SRO's absences from the School District during school hours.
- b. **Extended Absences.** If an SRO is absent for more than ten (10) consecutive school days, the City will undertake reasonable efforts to assign another licensed peace officer to serve as a temporary replacement and perform the regular SRO's duties during any additional absences.
- c. **Vehicles, Equipment, and Training.** The City is responsible for providing, at its own expense, each SRO with a vehicle or mileage reimbursement and all necessary law enforcement equipment, including but not limited to clothing, uniforms, and electronic devices, within the City's law enforcement budget to perform the SRO duties. The City is also responsible for providing training and education to all peace officers who are assigned to provide SRO services pursuant to this Agreement.
- d. **Objections to Personnel.** The City will undertake reasonable efforts to assign peace officers who are acceptable to the District. The District's Superintendent will notify the Chief of Police in writing of any concerns related to the performance of an SRO. Any request for reassignment of an SRO that is based on work-related concerns must be made in writing to the Chief of Police. The City will have thirty (30) calendar days to demonstrate to the District's satisfaction that the concern has been addressed. If the concern has not been addressed to the District's satisfaction after thirty (30) calendar days, the City will assign a different licensed peace officer to serve as the regular SRO under this Agreement. If the City refuses, the School District may immediately terminate this Agreement without notice and the School District's payment to the City will be prorated as set forth in section 4.

**5. SCHOOL DISTRICT RESPONSIBILITIES.** In addition to making the payments described in this Agreement, the School District will have the following responsibilities:

- a. **Levy & SRO Funds.** The School District is responsible for levying the maximum amount permitted by law to the property tax payers in the Wayzata Public School District to help fund the SRO positions. By May 1 of each year, the School District will meet with the Public Safety Director or designee to allocate available funds to support the cost for the SROs for the next school year.
- b. **Office Space.** The School District will provide office space for the SRO at the assigned school. At a minimum, the office space will be furnished with a desk, chair, filing cabinet that can be locked, landline telephone, computer sufficient to handle the software needs related to the SRO's duties, keyboard, monitor, and internet access at the School District's expense. Any additional supplies and equipment shall be provided by the City at the City's expense.
- c. **Guidance.** Through its administrators, the School District will provide guidance to the SRO as needed or requested.
- d. **SRO Program Information.** The School District will provide the SRO with reasonable opportunities to address students, teachers, school administrators, and parents about the SRO program goals and objections. By way of example, but not limitation, the SRO will facilitate the "DARE" program.
- e. **Notice of Illegal Activity.** Through its principals, the School District will inform the SRO, as soon as reasonably possible, of any suspected illegal activity. In the event the SRO is not immediately available, a principal or staff member may contact the City's Police Department. Any Principal or staff member in the School District who locates a dangerous weapon or illegal drug in the course of a search will turn it over to the SRO or other licensed peace officer. In the event no criminal or juvenile charges are filed, the SRO and City shall dispose of the contraband in the manner prescribed by City policy.
- f. **Notice of Trespassers and Safety Concerns.** Through its administrators, the School District will inform the SRO, as soon as reasonably possible, of the names of specific individuals who are not permitted on School District property, as well as any anticipated safety concerns involving parents, students, or other individuals
- g. **Notice of Disciplinary Hearings.** The School District will provide the SRO with reasonable advance notice of any disciplinary hearing that will require the SRO's attendance.
- h. **Copy of School Regulations.** The School District will provide the City with a copy of applicable school regulations applying to students and District employees.
- i. **Presence at School.** The School District will not assign the SRO to regularly assigned lunchroom or hallway monitoring duties. However, the SRO is highly encouraged to eat lunch with students and be present in the hallways as part of the School District and City's goal of developing positive relationships between the SRO and the school community

**6. PROPERTY AND EQUIPMENT.** Each party will maintain ownership of all property and equipment provided to the SRO or other party for and in furtherance of the purposes of this Agreement. Upon termination or expiration without renewal of this Agreement, any property and equipment so provided shall be returned to the party that owns and provided the property and equipment. Each party shall be responsible for damage to or loss of any property or equipment furnished thereby in furtherance of the purpose of this Agreement. Except for willful misconduct, each party waives the right to sue the other party for any damages to or loss of its property or equipment, even if the damages were cause wholly or partially by the negligence of the other party, its officers, agents, or employees. Neither party shall be liable or responsible to the other party for depreciation of any property or equipment.

**7. DUTIES AND WORK SCHEDULE OF THE OFFICER.** The peace officers serving as SROs pursuant to this Agreement shall perform SRO duties and services during regular school days and during other events, activities, and meetings as agreed upon by the parties. The School District and City may develop and agree to a modified or different work schedule and new or additional SRO duties. Time spent by a SRO on SRO duties in excess of eight (8) hours in one day or forty (40) hours in one week will be on a specific, case-by-case basis and will require the advance approval of the City and the School District.

**8. ADDITIONAL OFFICER DUTIES.** The peace officers serving as SROs will respond to emergency calls, attend police training, and perform any other special duties as assigned by the City while fulfilling the SRO requirements under this Agreement.

**9. CITY'S AUTHORITY.** Although the SRO will work collaboratively with the District's Superintendent, Principals, and their designees, the SRO will be supervised by the Chief of Police. The Chief of Police is responsible for determining the SRO's work assignment and ensuring compliance with the Police Department's directives. The City will retain its authority over officer standards of performance, conduct and discipline of officers, performance reviews, and other internal matters related to enforcement services. The School District shall provide the City with a written appraisal of the services rendered by the SRO at the end of each contract term. The School District shall immediately notify the City in writing of any performance deficiencies or inappropriate conduct of the SRO. All disciplinary action shall be under authority of the City. If the SRO's performance is deficient or the SRO engages in inappropriate conduct, the School District may request that a new officer be assigned by the City to the SRO position pursuant to the procedures set forth in paragraph 7(d) of this Agreement.

**10. BACKGROUND CHECKS.** The City must conduct, or have conducted, a criminal background check on all peace officers who will provide any services pursuant to this Agreement. The background check must be completed before the peace officer begins performing any services or the SRO position under this Agreement.

**11. PROHIBITED ACTIONS.** In the absence of exigent circumstances, a peace officer who is employed by the City, including the SRO, may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of minor investigation; (b) the crime has occurred, is alleged to have occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal, from the student's parent or guardian, or from the student, if the student is eighteen (18) years of age or older. In addition, the SRO will not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity, with the exception that a SRO who witnesses an incident or otherwise has information related to a non-criminal incident may be a witness in

an investigation or hearing related to the incident. The SRO may not participate in any interviews with news media regarding incidents that occur on District property without the prior written permission of the Superintendent.

**12. RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement may be construed to create a partnership or joint venture between the School District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Minnesota Government Data Practices Act, each party is considered to be an independent contractor relative to the other party.

**13. SRO EMPLOYMENT STATUS.** At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the School District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs, including those assigned as SROs, and is solely responsible for all employment and administrative functions related to SROs and its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), PERA, FICA, other compensation and benefits, maintaining personnel records, and any labor disputes or grievances.

**14. LIABILITY AND INDEMNIFICATION.** Except for claims arising out of the willful misconduct or gross negligence of the other party, its officers, employees, officials, agents or representatives, each party shall be solely responsible for any and all acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify, hold harmless, and defend the other party and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any act or omission of the party or its officers, agents, or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and neither party waives any defenses or immunities available under Chapter 466.

**15. NOTICES.** Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served three (3) business days after the same is deposited in the U.S. mail, registered or certified postage prepaid, and addressed as follows:

**a. To the City:**

Attn: Police Chief, Wayzata Police Department,  
600 Rice Street E  
Wayzata, MN 55391

**b. To the School District:**

Attn: Executive Director of Business Services, Business Office  
220 County Road 101 N  
PO Box 660  
Wayzata, MN 55391

Either party may designate a different addressee or address at any time by giving written notice to the other party.

**16. DATA PRACTICES.** All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act (“MGDPA”). The parties recognize that educational data maintained by the School District are protected under the MGDPA and under the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless the School District is reporting a crime or another statutory exception applies, the School District may not disclose private educational data to a SRO without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the School District’s responsibilities under FERPA.

The School District and the City agree that any use of body worn cameras by SROs must be subject to and in compliance with federal, state, and local laws and regulations and with Wayzata Police Department Policy 422 Body Worn Cameras. Any video recording or audio recording captured by an SRO’s body worn camera and maintained by the Wayzata Police Department constitutes a record of a law enforcement unit and does not constitute educational data under the MGDPA or FERPA. All recordings captured on an SRO’s body worn camera will be the property of the Wayzata Police Department and the School District shall not be responsible for their storage, maintenance, release, or disposal. The Wayzata Police Department is responsible for the storage, maintenance, release, and disposal of any recordings captured on an SRO’s body worn camera and is responsible for any misuse of such recordings. The City agrees to indemnify, hold harmless, and defend the School District and its officers, agents, and employees against any and all damages, losses, judgments, costs, claims, expenses, liabilities, and actions, including reasonable attorney fees, arising out of or resulting from any recordings captured by an SRO’s body worn camera.

**17. NO UNLAWFUL DISCRIMINATION.** The School District and the City each agree to provide equal employment opportunities to all employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin. In addition, the School District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed, or national origin.

**18. WAIVER AND ENFORCEMENT.** The failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is be responsible for its own costs, expenses, and any attorneys’ fees associated with this Agreement and any related matters, including enforcement of this Agreement.

**19. EQUAL DRAFTING.** In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.

**20. CHOICE OF LAW, FORUM, AND SEVERABILITY.** This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

**21. ENTIRE AGREEMENT, AMENDMENTS, AND EFFECT.** This Agreement constitutes the entire agreement between the parties regarding the SRO position and duties and any additional services or responsibilities related thereto, and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This Agreement supersedes any inconsistent statements or promises made by either party. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied on any statements, promises, agreements, or representations that are not stated in this Agreement. No amendments or changes to this Agreement are valid and effective unless set forth in writing and signed by both parties. A copy of this Agreement has the same legal effect as the original

IN WITNESS WHEREOF, the City of Wayzata and the Independent School District #284 have caused this Agreement to be executed by their respective duly authorized officers. By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.


**CITY OF WAYZATA**

By: 

Mayor

By: 

City Manager

Date: 

**INDEPENDENT SCHOOL DISTRICT 284**

By: \_\_\_\_\_

Board Chair

By: \_\_\_\_\_

Superintendent

Date: \_\_\_\_\_

4. 2020A General Obligation Alt. Facilities Refunding (2012A)



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Refunding of 2012A General Obligation Alternative Facilities Bonds

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

One of the services the District receives from its Municipal Advisors is the monitoring of the District’s outstanding bond issues in relation to current market conditions. When conditions are favorable, the District’s Municipal Advisors will recommend that the District refund outstanding bond issues, reducing future debt service payments and resulting in savings for the District.

The General Obligation Alternative Facilities 2012A Series of bonds have been identified as an issue that, if refunded, would produce significant savings for the District. It is estimated that current refunding of the 2012A issuance would provide a net present value benefit of approximately \$377,000, or 3.90% of refunded debt service. Actual results will be known on the date of sale.

To ensure participation in the State of Minnesota Credit Enhancement Program, a school district or intermediate school district must covenant and obligate itself to be bound by Minnesota Statutes, section 126C.55, to guarantee the payment of the principal and interest on bonds, prior to the issuance of debt obligations.

**Recommended Action:** Adopt a resolution authorizing the Executive Director of Finance to execute any applicable Minnesota Department of Education forms relating to the State of Minnesota Credit Enhancement Program.

Adopt a resolution authorizing District Administration and its Municipal Advisors to take proposals and execute the sale of bonds refunding the 2012 General Obligation Alternative Facilities issue provided that the net present value of debt service savings is not less than \$275,000 or 2.88% of refunded debt service. The accepted proposal(s) would be ratified by the Board at a Special Meeting on October 26, 2020.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

September 14, 2020

Pre-Sale Report for

# Independent School District No. 284 (Wayzata Public Schools), Minnesota

\$8,775,000 General Obligation Alternative  
Facilities Refunding Bonds, Series 2020A



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**Prepared by:**

Ehlers  
3060 Centre Pointe Drive  
Roseville, MN 55113

**Advisors:**

Jeff Seeley, Senior Municipal Advisor  
Greg Crowe, Senior Municipal Advisor  
Matthew Hammer, Municipal Advisor

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

# EXECUTIVE SUMMARY OF PROPOSED DEBT

## Proposed Issue:

\$8,775,000 General Obligation Alternative Facilities Refunding Bonds, Series 2020A

## Purposes:

This issue will finance the current refunding of the 2022 through 2024 maturities of the District's \$15,800,000 General Obligation Alternative Facilities Bonds, Series 2012A.

The existing bond maturities have an interest rates of 2.25% to 3.00% (see page 8). Based on current market conditions, we estimate that the new refunding bond maturities will have interest rates of 3.00% and a True Interest Cost of 0.62% (see page 9). In addition, we expect that the underwriter of the bonds will pay a premium (a price in excess of the par amount of the bonds) as shown on page 7. Any premium will be used to reduce the par amount of the new issue. Lower interest rates, along with any premium paid by the underwriter, would reduce future debt service payments by an estimated \$381,000 over fiscal years 2022 through 2024, resulting in the reductions in debt service levies for taxes payable in 2021 through 2023. The Net Present Value Benefit of the refunding is estimated to be approximately \$377,000, equal to 3.9% of the refunded debt service. Actual results will be determined based on market conditions on the day of sale.

This refunding is considered a Current Refunding as the new Bonds will be issued within 90 days of the call date of the 2012A bonds. Debt service on the Bonds will be paid from the District's annual debt service property tax levy.

## Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Section 475.67 and 123B.59. The Bonds will be general obligations of the District for which its full faith, credit and taxing powers are pledged.

## Term/Call Feature:

The Bonds are being issued for a term of 3 years, 3 months, matching the term on the original Bonds. Principal on the Bonds will be due on February 1 in the years 2022 through 2024. Interest is payable every six months beginning August 1, 2021.

The Bonds are being offered without option of prior redemption.

## Bank Qualification:

Because the District expects to issue \$10,000,000 or less in tax exempt debt during the calendar year, the District will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

### **State Credit Enhancement:**

By resolution the District will covenant and obligate itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation.

To qualify for the credit enhancement, the District must submit an application to the State. Ehlers will coordinate the application process to the State on your behalf.

### **Rating:**

Under current bond ratings, the state credit enhancement would bring a Moody's "Aa2" rating.

The District's most recent bond issues were rated by Moody's Investors Service. The current ratings on those bonds are "Aaa" (underlying rating) and "Aa2" (credit-enhanced rating). The District will request a new rating for the Bonds.

### **Basis for Recommendation:**

Based on our knowledge of your situation and characteristics of various municipal financing options, you have chosen the issuance of General Obligation Alternative Facilities Refunding Bonds as a suitable option to meet the District's objective of reducing future debt service payments. General Obligation Bonds will result in lower interest rates than some other financing options.

### **Method of Sale/Placement:**

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

### **Premium Pricing:**

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the District. Any net premium received will be used to reduce the principal amount of the Bonds.

### **Other Considerations:**

The most common procedure that Ehlers uses for the sale of obligations is to take proposals on the same day as a scheduled Board meeting, with the Board awarding the sale of the securities that same day at their meeting. To provide increased flexibility for the bond sale, the resolution to be adopted at the September 14 meeting directs Ehlers to take proposals and authorizes the Executive Director of Business and Finance and a Board Officer to approve the sale of the Bonds and execute a bond purchase agreement for the Bonds with the purchaser, provided that the net present value debt service savings is not less than \$275,000, or 2.88% of refunded debt service.

Ehlers will accept proposals on October 21 and present the results to the designated officials for their authorization on behalf of the Board. We will provide a Sale Day report detailing the bid results to the Board at the October 26 regular Board Meeting, at which time the board will adopt a resolution ratifying the award of the sale.

### **Review of Existing Debt:**

We have reviewed all outstanding indebtedness for the District and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time. We will continue to monitor the market and the call dates for the District's outstanding debt and will alert you to any future refunding opportunities.

### **Continuing Disclosure:**

The District will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The District is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

### **Arbitrage Monitoring:**

Because the Bonds tax-exempt obligations, the District must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Nonarbitrage Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or contract with Ehlers to assist you.

## **Investment of Bond Proceeds:**

Proceeds from the Bonds will be available for investment by the District from the closing date (November 12, 2020) until shortly before the February 1, 2021 call date. Ehlers is a registered investment advisor and can assist the District in developing an appropriate investment strategy if needed.

## **Other Service Providers:**

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

**Bond Counsel:** Knutson, Flynn & Deans, P.A.

**Paying Agent:** Bond Trust Services Corporation

**Rating Agency:** Moody's Investors Service, Inc.

This presale report summarizes our understanding of the District's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the District's objectives.

## PROPOSED DEBT ISSUANCE SCHEDULE

School Board Approves Resolution Authorizing Sale and Establishing Parameters of the Bonds:	September 14, 2020
Due Diligence Call to review Official Statement:	Week of October 5, 2020
Distribute Official Statement:	Week of October 5, 2020
Conference with Rating Agency:	Week of October 5, 2020
Ehlers Receives and Evaluates Proposals for Purchase of Bonds: Executive Director of Business and Finance and a Board Officer Award the Sale of the Bonds:	October 21, 2020
School Board Approves Resolution to Ratify the Award of the Sale of the Bonds:	October 26, 2020
Estimated Closing Date:	November 12, 2020
Redemption Date for Bonds Being Refunded:	February 1, 2021

### Attachments

Estimated Sources and Uses of Funds

Existing Debt Service Schedule – Callable Portion of 2012A Bonds

Estimated Debt Service Schedule for Refunding Bonds

Estimated Refunding Savings Comparison

Bond Buyer Index (Interest Rate Trends)

Resolution Establishing Parameters, Authorizing Ehlers to Proceed with the Sale of Bonds, and Enrolling the District in the State Credit Enhancement Resolution (provided separately)

## EHLERS' CONTACTS

Jeff Seeley, Senior Municipal Advisor	(651) 697-8585
Greg Crowe, Senior Municipal Advisor	(651) 697-8522
Matthew Hammer, Municipal Advisor	(651) 697-8592
Emily Wilkie, Senior Public Finance Analyst	(651) 697-8588
Brian Shannon, Manager, Senior Financial Analyst	(651) 697-8515

The Preliminary Official Statement for this financing will be sent to the School Board at their home or email address for review prior to the sale date.

# Wayzata School District No. 284

\$8,775,000 G.O Alternative Facilities Refunding Bonds, Series 2020A

Dated November 12, 2020

Current Refunding of Series 2012A

## Sources & Uses

Dated 11/12/2020 | Delivered 11/12/2020

### Sources Of Funds

Par Amount of Bonds	\$8,775,000.00
Reoffering Premium	525,016.65
<b>Total Sources</b>	<b>\$9,300,016.65</b>

### Uses Of Funds

Total Underwriter's Discount (0.300%)	26,325.00
Costs of Issuance	68,975.00
Deposit to Current Refunding Fund	9,200,000.00
Rounding Amount	4,716.65
<b>Total Uses</b>	<b>\$9,300,016.65</b>

# Wayzata School District No. 284

## \$15,800,000 G.O Alternative Facilities Bonds, Series 2012

### Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2021	-	-	-	-	-
08/01/2021	-	-	130,875.00	130,875.00	-
02/01/2022	1,900,000.00	2.250%	130,875.00	2,030,875.00	2,161,750.00
08/01/2022	-	-	109,500.00	109,500.00	-
02/01/2023	3,800,000.00	3.000%	109,500.00	3,909,500.00	4,019,000.00
08/01/2023	-	-	52,500.00	52,500.00	-
02/01/2024	3,500,000.00	3.000%	52,500.00	3,552,500.00	3,605,000.00
<b>Total</b>	<b>\$9,200,000.00</b>	<b>-</b>	<b>\$585,750.00</b>	<b>\$9,785,750.00</b>	<b>-</b>

### Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	11/12/2020
Average Life	2.393 Years
Average Coupon	2.9210810%
Weighted Average Maturity (Par Basis)	2.393 Years
Weighted Average Maturity (Original Price Basis)	2.394 Years

### Refunding Bond Information

Refunding Dated Date	11/12/2020
Refunding Delivery Date	11/12/2020

# Wayzata School District No. 284

\$8,775,000 G.O Alternative Facilities Refunding Bonds, Series 2020A

Dated November 12, 2020

Current Refunding of Series 2012A

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+	Fiscal Total
11/12/2020	-	-	-	-	-
08/01/2021	-	-	189,393.75	189,393.75	-
02/01/2022	1,715,000.00	3.000%	131,625.00	1,846,625.00	2,036,018.75
08/01/2022	-	-	105,900.00	105,900.00	-
02/01/2023	3,680,000.00	3.000%	105,900.00	3,785,900.00	3,891,800.00
08/01/2023	-	-	50,700.00	50,700.00	-
02/01/2024	3,380,000.00	3.000%	50,700.00	3,430,700.00	3,481,400.00
<b>Total</b>	<b>\$8,775,000.00</b>	<b>-</b>	<b>\$634,218.75</b>	<b>\$9,409,218.75</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$21,140.63
Average Life	2.409 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	0.6410742%
True Interest Cost (TIC)	0.6175832%
Bond Yield for Arbitrage Purposes	0.4966944%
All Inclusive Cost (AIC)	0.9364880%

## IRS Form 8038

Net Interest Cost	0.4850070%
Weighted Average Maturity	2.421 Years

# Wayzata School District No. 284

\$8,775,000 G.O Alternative Facilities Refunding Bonds, Series 2020A

Dated November 12, 2020

Current Refunding of Series 2012A

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2021	-	(4,716.65)	-	4,716.65
02/01/2022	2,036,018.75	2,036,018.75	2,161,750.00	125,731.25
02/01/2023	3,891,800.00	3,891,800.00	4,019,000.00	127,200.00
02/01/2024	3,481,400.00	3,481,400.00	3,605,000.00	123,600.00
<b>Total</b>	<b>\$9,409,218.75</b>	<b>\$9,404,502.10</b>	<b>\$9,785,750.00</b>	<b>\$381,247.90</b>

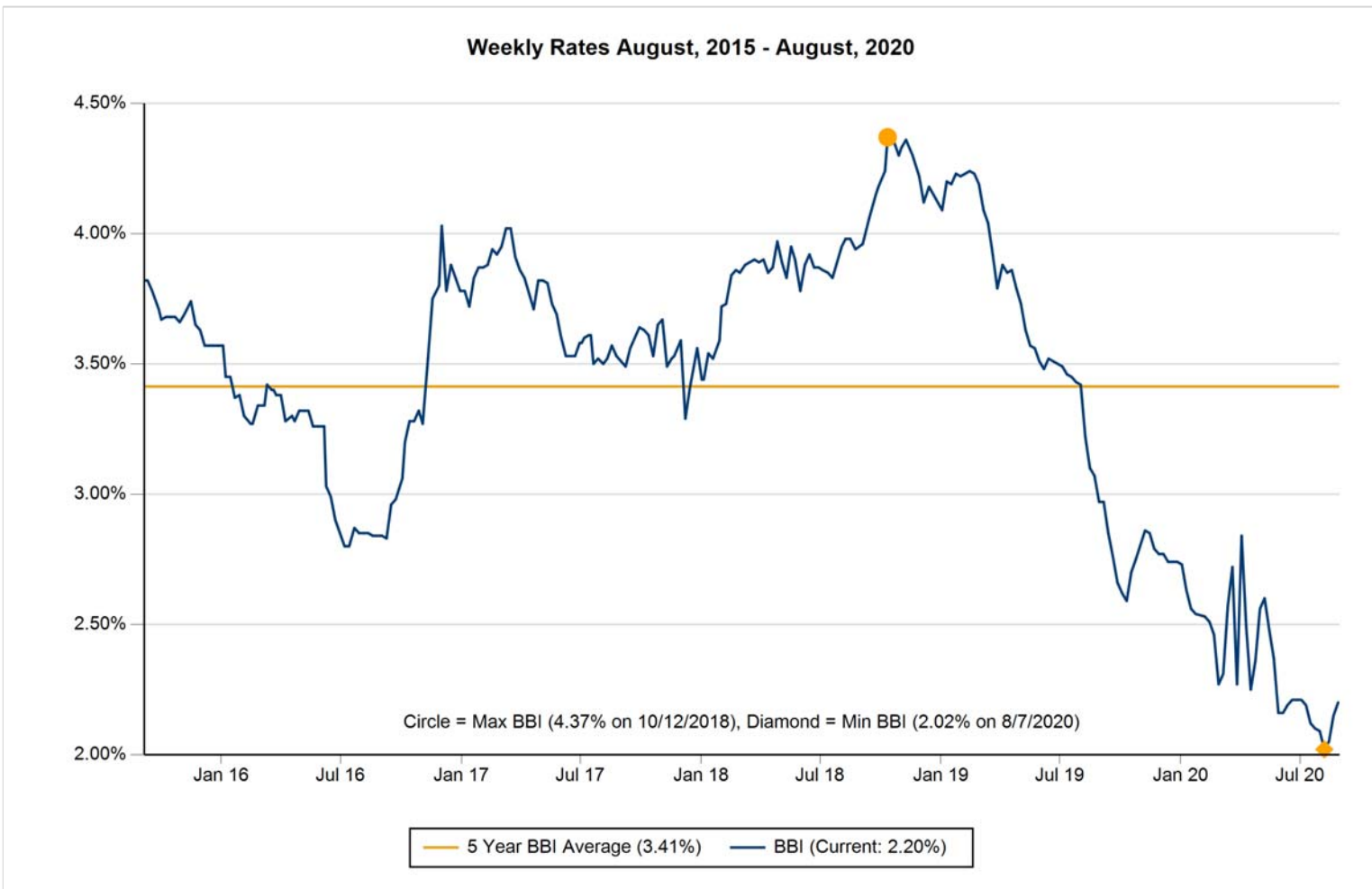
## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	372,290.59
Net PV Cashflow Savings @ 0.497%(Bond Yield).....	372,290.59
Contingency or Rounding Amount.....	4,716.65
Net Present Value Benefit	\$377,007.24
Net PV Benefit / \$9,672,307.24 PV Refunded Debt Service	3.898%
Net PV Benefit / \$9,200,000 Refunded Principal...	4.098%
Net PV Benefit / \$8,775,000 Refunding Principal..	4.296%

## Refunding Bond Information

Refunding Dated Date	11/12/2020
Refunding Delivery Date	11/12/2020

## 5 YEAR TREND IN MUNICIPAL BOND INDICES



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



CERTIFICATION OF MINUTES  
RELATING TO  
GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING BONDS,  
SERIES 2020A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 284  
(WAYZATA PUBLIC SCHOOLS)  
STATE OF MINNESOTA

GOVERNING BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting held September 14, 2020, at 7:00 o'clock p.m., in the District, in person, or by telephone or other electronic means as permitted by Minn. Stat., Section 13D.021 or any other law.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION AUTHORIZING THE APPROVAL OF THE SALE OF  
GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING  
BONDS, SERIES 2020A; COVENANTING AND OBLIGATING THE  
DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF  
MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE  
PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS**

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 14th day of September, 2020.

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

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 284  
(WAYZATA PUBLIC SCHOOLS)  
STATE OF MINNESOTA

HELD: SEPTEMBER 14, 2020

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 284 (Wayzata Public Schools), State of Minnesota, was duly held on September 14, 2020, at 7:00 o'clock p.m, in the District, in person, or by telephone or other electronic means as permitted by Minn. Stat., Section 13D.021 or any other law.

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

**RESOLUTION AUTHORIZING THE APPROVAL OF THE SALE OF GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2020A; COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON THE BONDS**

BE IT RESOLVED by the School Board of Independent School District No. 284, State of Minnesota, as follows:

1. The Board hereby finds and declares that it is necessary and expedient to sell and issue approximately \$8,775,000 principal amount of general obligation alternative facilities refunding bonds of Independent School District No. 284 (the "Issuer" or the "District"). Said Bonds shall hereinafter be referred to as the "Bonds" or the "Refunding Bonds." The Refunding Bonds, together with such other available funds of the Issuer as may be required, shall provide funds to refund in advance of their stated maturities, through a current refunding all of the bonds maturing in the years 2022 to 2024 aggregating \$9,200,000 in principal amount, of the Issuer's General Obligation Alternative Facilities Bonds, Series 2012A, bearing a date of original issue of May 2, 2012 (the "Refunded Bonds"), and to pay the costs associated with issuing the Refunded Bonds. The Refunded Bonds were originally issued to provide funds for the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education. The Refunded Bonds have not previously been refunded.

2. The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, hereby determines that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2.

3. The Executive Director of Business and Finance and any Board Officer are authorized and directed to receive all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, the terms of which are ratified and confirmed in all respects, and to approve on behalf of the District the sale of the Refunding Bonds to the party submitting the most favorable proposal (the "Purchaser"), provided that the total net savings included in the most favorable proposal is at least \$275,000, the present value benefit as a percentage of the present value of the refunded debt service is at least 2.88% and a favorable recommendation to accept the proposal is received from Ehlers & Associates, Inc. In the Terms of Proposal, the District may reserve the right, after proposals are open and prior to award, to increase or decrease the specified principal amount of the Refunding Bonds offered for sale, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The Executive Director of Business and Finance and any Board Officer are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser.

4. Upon approval of the sale of the Bonds by the Executive Director of Business and Finance and any Board Officer, the Board will meet at a subsequent meeting on October 26, 2020 to adopt the necessary approving resolution as drafted by the District's Bond Counsel.

5. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk,

superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

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.

D. Human Resource Services

1. Title IX Policy Approval



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Human Resource Services Recommendations

**COMMENTS BY:** Stacie Vos, Executive Director of Human Resource Services

In May 2020, the U.S. Department of Education issued an anticipated final rule that amends the federal regulations related to allegations of sexual harassment in educational institutions. The rule seeks to clarify the definitions and administrative liability that may arise in sexual harassment cases involving K-12 school districts that are Title IX recipients. The final rule went into effect on August 14, 2020. The attached policy and regulations have been updated to reflect these changes.

**Recommended Action:** Approve the updates to Policy 522: Title IX Sex Nondiscrimination as attached.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

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

MSBA/MASA Model Policy 522

Orig. 1995

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

Rev. 2020

## **522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS**

### **I. GENERAL STATEMENT OF POLICY**

- A. The school 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 school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school 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 school district's education programs and activities and that is committed by a school 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 school 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 school 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 school district's Title IX Coordinator is:
- Stacie Vos, Executive, Director of Human Resources, 763-745-5014, 210 County Road 101 North, Wayzata, MN 55391, [Stacie.Vos@wayzataschools.org](mailto:Stacie.Vos@wayzataschools.org)
- 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 August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

## II. DEFINITIONS

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school 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 school 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.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school 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 school 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” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
  - 1. 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.
  - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- 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. “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.
- I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. 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.
- J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
  2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; 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).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

- M. “Title IX Personnel” means any person who addresses, works on, or assists with the school 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 school district that coordinates the school 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 administrating 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 school district employee, school district official, or a third party designated by the school 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 school district employee, or a third party designated by the school district.
  5. The superintendent of the school district may delegate functions assigned to a specific school 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 school district may also, in its discretion, appoint suitably qualified persons who are not school 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.

### III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

#### A. Equitable Treatment

1. The school 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 school 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 school 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, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, 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. 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 school 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 school 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 school 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 to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school 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 school 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 school district shall not access, consider, disclose, or otherwise use a

party's medical, psychological, and similar treatment records unless the school 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 school 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 school 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 school 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 School District.
4. The school 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 School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school 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 school 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 school district may

provide a complainant and disciplinary sanctions that the school 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 school 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 in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

#### **IV. 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 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 school 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 School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

**V. 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, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school 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 school 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 school district 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 school 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, 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.

## **VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT**

### **A. Emergency Removal of a Student**

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
  - a. The school district undertakes an individualized safety and risk analysis;
  - b. The school 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 school district determines the student-respondent poses such a threat, it will so 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 school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education 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 school 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 school 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.

## **VII. 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 school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school 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 school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school 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.

#### **VIII. DISMISSAL OF A FORMAL COMPLAINT**

- A. Under federal law, the school 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 school district's education program or activity; or
  - 3. Did not occur against a person in the United States.
- B. The school 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 school district; or
  - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school 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 school district from addressing the underlying conduct in any manner that the school district deems appropriate.

## **IX. INVESTIGATION OF A FORMAL COMPLAINT**

- A. If a formal complaint is received by the School District, the school 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 school 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 school 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 school 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 school 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.

## **X. DETERMINATION REGARDING RESPONSIBILITY**

- A. After the school district has sent the investigative report to both parties and before the school 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 school district's code of conduct 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 school 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 school district to the complainant; and
  - 6. The school 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 school 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.

## **XI. APPEALS**

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school 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 school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, 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-maker 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-maker is final. No further review beyond the appeal is permitted.

## **XII. RETALIATION PROHIBITED**

- A. Neither the school 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 code of conduct 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, constitutes 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 school 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.

### **XIII. TRAINING**

- A. The school 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 school 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 must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

#### **XIV. DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school 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 school 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 school 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 school 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 school district will respond.

#### **XV. RECORDKEEPING**

- A. The school 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 school district must document:
  - 1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
  3. If the school 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 school 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:*** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital  
Status Nondiscrimination)

## **GRIEVANCE PROCESS FOR SEXUAL HARASSMENT CLAIMS**

### **I. INTRODUCTION AND STATEMENT OF POLICY.**

This process accompanies Policy No. 522, and describes the procedure that the Wayzata School District will follow when a formal complaint of sexual harassment has been filed. Questions regarding this process may be addressed to Stacie Vos, Wayzata's Title IX Coordinator. Ms. Vos may be contacted at 210 County Road 101, Plymouth MN, 55441, 763-745-5014, Stacie.Vos@wayzataschools.org.

It is also the policy of the Wayzata School District to respond promptly to known allegations of sexual harassment in its educational program(s) and/or activities in a manner that is not deliberately indifferent. This process governs the Wayzata School District's response to formal complaints. It is the policy of Wayzata School District to ensure that complainants and respondents are treated equally under this process. If any opportunity to participate in the grievance process is or is not made available to one party, the same opportunity shall be made available (or unavailable) to the other party.

The fact that this process refers to complainants and respondents in the singular shall not be construed to prohibit a complaint against multiple respondents, or the consolidation of multiple complaints against a single respondent, or the consolidation against cross-complaints between the parties, provided that the allegations in said complaint(s) arise out of the same facts or circumstances.

### **II. DEFINITIONS**

- A. "Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:
1. A school employee conditioning the provision of an aid, benefit, or service of school on an individual's participation in unwelcome sexual conduct;
  2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
  3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), dating violence, domestic violence, or stalking, as those terms are defined herein.

- a. “Sexual Assault” means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent.
  - b. “Dating Violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. Whether such a relationship exists depends on the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
  - c. “Domestic Violence” means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
  - d. “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.
- B. “Complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
  - C. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
  - D. “Party” refers interchangeably to a complainant or respondent.
  - E. “Education program or activity” includes locations, events, or circumstances over which Wayzata Public Schools exercised substantial

control over both the respondent and the context in which the sexual harassment occurs.

- F. “Sufficient time to prepare,” unless otherwise stated, means ten (10) days.

### **III. ASSURANCES OF NEUTRALITY AND ADEQUATE TRAINING**

- A. A Respondent is presumed to not be responsible for the alleged conduct until a determination regarding responsibility has been made.
- B. Wayzata Public Schools hereby affirms that its Title IX Coordinator, Investigator(s), and Decision-Maker(s) have all received training regarding the definition of sexual harassment in this process, how to serve impartially, how to avoid prejudgment of the facts at issue, bias based on sex, bias in favor of complainants or respondents in general, and bias or conflicts of interest with respect to any particular student(s).
- C. Wayzata Public Schools further affirms that its Title IX Coordinator has received training regarding the requirements of a formal complaint, the required contents of the Notice of Allegations, and the steps of the grievance process.
- D. Wayzata Public Schools further affirms that its Investigator(s) and Decision-Maker(s) have been trained on what constitutes relevant evidence, for purposes of the investigation report and/or advisor questioning of the other party.
- E. Training materials supporting these assurances are available at [www.wayzataschools.org](http://www.wayzataschools.org).

### **IV. ADVISORS**

Complainants and respondents are permitted to have the advisor of their choice present at all proceedings that require the complainant or respondent’s attendance during the investigation. An advisor may be, but is not required to be, an attorney. An advisor may not be a fellow student. Advisors will be required to sign a non-disclosure agreement regarding the grievance process, to ensure the data privacy rights of the parties and any witnesses.

### **V. FORMAL COMPLAINTS**

- A. The term “formal complaint” means a document, either electronic or in hard copy, filed by a complainant or signed by the Title IX Coordinator

alleging sexual harassment against a respondent and requesting that Wayzata Public Schools investigate the allegation of sexual harassment.

- B. The complainant must be participating or attempting to participate in a Wayzata Public School's education program or activity at the time the formal complaint is filed.
- C. A formal complaint must immediately be dismissed if:
  - 1. The conduct alleged in the formal complaint, even if proven, does not meet the definition of sexual harassment set by this policy;
  - 2. The conduct alleged in the formal complaint did not occur in a Wayzata Public School education program or activity; or
  - 3. The conduct alleged did not occur against a person in the United States.
- D. A formal complaint may be dismissed if:
  - 1. The complainant notifies the Title IX Coordinator, in writing, that they would like to withdraw the complaint;
  - 2. The respondent is no longer enrolled at or employed by the school; or
  - 3. Specific circumstances prevent the Wayzata School District from gathering evidence sufficient to reach a determination as to the complaint.
- E. The parties shall be notified, in writing, if a formal complaint is dismissed and the reason(s) for the dismissal.
- F. Dismissal of a formal complaint does not preclude the imposition of discipline arising out of the same conduct for any other violations of the student code or Wayzata Public School's policies.

## **VI. NOTICE OF ALLEGATIONS**

- A. Upon receipt of a formal complaint, the Title IX coordinator will provide the parties with a written notice to all known parties containing the following:

1. Notice of this grievance process, including any informal resolution process;
  2. Notice of the allegations, including sufficient details to the extent they are known at the time. The phrase “sufficient details” which includes, but is not limited to: the identities of the parties involved in the incident; the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident. To the extent that any of these details are not known at the time the formal complaint is filed, the Title IX coordinator must provide a supplemental notice when it learns of new or additional information;
  3. A statement that the respondent is presumed not responsible and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  4. Notice that the parties may have an advisor of their choice, subject to the requirements of Section IV of this Process; and
  5. Notice informing the parties of any provision of the Wayzata School District’s code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.
- B. The written notice described by Paragraph A must be provided to both parties with sufficient time for either party to prepare before any initial interview.

## **VII. EMERGENCY REMOVALS**

- A. Generally, consistent with the Wayzata School District’s presumption of non-responsibility until the investigation has been completed and a determination of responsibility has been made, the Wayzata School District will not suspend, expel, exclude, or otherwise remove a respondent while an investigation is pending under the grievance process.
- B. Notwithstanding Paragraph A of this Section, if, after undertaking an individualized safety and risk analysis, the Wayzata School District determines that the respondent poses an immediate threat arising from the allegations of sexual harassment to the physical health or safety of any student or other individual, including the respondent themselves, the respondent may be removed on an emergency basis.

- C. A respondent who is removed on an emergency basis must be notified of the Wayzata School District's decision and be provided with an opportunity to challenge the decision immediately following removal. The respondent shall bear the burden of proving that the removal decision was incorrect.
- D. Nothing in this Section shall be construed to prevent the Wayzata School District from suspending, excluding, expelling, or otherwise removing a student from school for any reason other than a pending sexual harassment investigation.
- E. Nothing in this Section shall be construed to prevent the Wayzata School District from placing a non-student employee who is accused of sexual harassment on administrative leave pending the completion of this grievance process.
- F. **Interim Supportive Measures.** Nothing in this section shall be construed to prevent the Wayzata School District from offering interim supportive measures on an equal basis to all parties. During the pendency of the investigation, the parties may contact the Title IX Coordinator to seek the following non-disciplinary measures: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Any measure that is made available to a complainant shall not be denied to a respondent, and vice versa. Any supportive measures provided to either party shall be maintained as confidential, to the extent that confidentiality will not impair the Wayzata School District's ability to provide such measures.

## VIII. CONDUCT OF INVESTIGATIONS

- A. **Burden of Proof.** The Wayzata School District retains, at all times, the burden of proof and the burden of gathering sufficient evidence to reach a determination regarding responsibility.
- B. **External Records.** A party's medical or psychological records may only be obtained, accessed, considered, disclosed, or otherwise used with the voluntary written consent of the eligible student or of a parent. Eligible students or parents should be advised that any medical or psychological records that are disclosed to the Wayzata School District will be shared with the opposing party and the opposing party's advisor during the process described in Paragraph F of this section.

- C. **Presentation of Evidence and Identification of Witnesses.** Both parties shall have an equal opportunity to present evidence and to identify witnesses who they claim have potentially relevant evidence.
- D. **Interviews of Parties.** A party shall be notified in writing of any interview of that party with sufficient time to prepare. The written notification shall include the date, time, location, participants, and purpose of the interview. Neither a party nor that party’s advisor shall be permitted to attend the interview of an adverse party. [Neither party’s advisor shall be permitted to participate in the interview of that party. Any advisor who interrupts or disrupts an interview may be asked to leave].
- E. **Interviews of Witnesses.** Neither party nor their advisor shall have the right to receive advance notice of the interview of a third-party witness, nor shall any party or their advisor be allowed to attend the interview of a third-party witness
- F. **Review of Evidence.** Both parties shall be provided any evidence that is directly related to the allegations raised by a formal complaint, regardless of whether the Wayzata School District intends to rely on said evidence in reaching a determination regarding responsibility, prior to completion of the investigative report. The parties, and their advisors, if any, will each have ten (10) calendar days to respond to the evidence in writing, and the investigator must consider any written submissions received within those ten days prior to completion of the investigative report.
- G. **Investigative Report.** The investigative report must fairly, and neutrally, summarize the relevant evidence.

## **IX. STANDARD OF PROOF**

In reviewing the investigation report and determining whether the respondent is responsible for the conduct alleged, the Wayzata School District’s decision-maker(s) shall apply the preponderance of the evidence standard.

“Preponderance of the evidence,” as used in the policy, means that the respondent will be found responsible only if it is more likely than not that he or she engaged in the conduct constituting sexual harassment, as defined by this policy.

The same standard of proof shall apply regardless of whether the respondent is a student or a staff member.

## **X. DETERMINATION OF RESPONSIBILITY**

- A. Responding to the Completed Investigation Report.** Upon completion of the investigation report, a copy will be provided to the decision-maker. Copies shall also be provided to the complainant and respondent simultaneously. The parties, and their respective advisors, will be given the opportunity to respond to the investigation report in writing. Any such response must be delivered to the decision-maker within ten (10) calendar days from the day that the investigation report is provided to the parties.
- B. Cross-Examination via Written Questions.** After the investigation report has been provided to the parties, but before a decision is made regarding responsibility, the decision-maker shall provide each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness.
1. Each party must provide their written questions to the decision-maker within five (5) days after the investigator sends the parties the written investigation report. A party who does not provide written questions by this deadline is deemed to have waived their opportunity to participate in this process.
  2. The decision-maker will screen the questions for relevance within five (5) of days after receiving them. If the decision-maker determines that a question is irrelevant, the party proposing the question will receive a written explanation of why the question is not relevant and will not be asked. Questions and/or evidence relating to the complainant's sexual predisposition and prior sexual behavior are not relevant, unless they are offered to prove consent or to prove that the act alleged was committed by someone other than the respondent.
  3. The party or witness to whom the written questions are proposed will have five (5) calendar days to respond in writing. Written responses will be provided to the party proposing the questions, who will then have five (5) calendar days to submit ten (10) follow-up questions. Follow-up questions will also be screened for relevance within five (5) calendar days of receipt, and answers to relevant follow-up questions will be provided within five (5) of days.
  4. The advisor of the party's choice may assist with the formulation of questions and of answers to questions.]

C. **Written Determination Regarding Responsibility.** The decision-maker(s) shall issue a written determination simultaneously to both parties containing the following:

1. Identification of the allegations potentially constituting sexual harassment;
2. A description of the procedural steps taken under this process, including any notifications, interviews, hearings, and other methods used to gather evidence, if applicable;
3. Findings of fact supporting the determination;
4. Conclusions regarding the Wayzata School District's Policy 522;
5. A statement of the result as to each allegation, including a determination regarding responsibility, the rationale for the result, any disciplinary sanctions imposed on the respondent, and any remedies designed to restore or preserve the complainant's equal access to the Wayzata School District's education program or activity; and
6. The appeal procedure described in Section XIII of this process.

The Title IX coordinator shall be responsible for the implementation of any sanctions or remedies described by paragraphs 5 and 6.

## **XI. SANCTIONS AND REMEDIES**

If a respondent is determined to have engaged in conduct that meets the definition of sexual harassment, discipline shall be imposed in accordance with the Wayzata School District's policies and procedures, as detailed by Policy 522. The level of discipline imposed shall be determined based on the facts identified in the investigation report and relied upon by the decision-maker, the respondent's disciplinary history, the severity of the conduct, and other factors that the Wayzata School District may deem relevant.

## **XII. APPEALS**

- A. Either party may appeal the decision-maker's determination, or the dismissal of a formal complaint, within ten (10) days of the written determination or written notice of dismissal being issued.
- B. **Basis.** An appeal may be made on any of the following bases:

1. A procedural irregularity affected the outcome of the matter;
  2. New evidence, that was not reasonably available at the time the determination regarding responsibility or dismissal was made, would affect the outcome of the matter; or
  3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias against the complainant or respondent in this matter, or against complainants or respondents in general.
- C. Appeals shall be heard by a decision-maker who did not make the initial determination regarding responsibility and who is not the investigator in this matter or the Title IX Coordinator.
- D. The decision-maker reviewing the appeal shall notify both parties when either party has filed an appeal. Both parties will have ten (10) calendar days from when the decision-maker reviewing the appeal provides such notice to submit a written statement in support of, or challenging, the dismissal or the determination of responsibility.
- E. The appeal decision-maker shall issue a written decision simultaneously to both parties that describes the result of the appeal and provides the rationale for said result.

### **XIII. RETALIATION**

It is a violation of this policy for any individual to intimidate, threaten, coerce, or discriminate against any individual to interfere with their rights under this process or Policy 522 or because that individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in any process described in this process. Complaints alleging retaliation may be filed with the Title IX coordinator.

Notwithstanding the above, it shall not be considered retaliation if the Wayzata School District asserts a code of conduct violation against any individual who makes a materially false statement in bad faith. A determination regarding responsibility, standing alone, does not prove that any party made a materially false statement in bad faith.

### **XIV. INFORMAL RESOLUTION**

At any time after a formal complaint has been filed, and before a determination regarding responsibility has been made, the Wayzata School District may offer informal

resolution such as mediation, counseling, circles, restorative justice or any other agreed upon solution that does not follow the formal process.

Both parties must voluntarily consent in writing to participate in any informal resolution process(es). Either party retains the right to withdraw from the informal resolution process at any time before a resolution is reached and to resume the grievance process as laid out above. Once both parties have agreed to an informal resolution, however, neither party may resume the grievance process with respect to those allegations. Voluntary consent shall only be effective where the parties both receive a written notice detailing the allegations, the informal resolution process and its consequences, and the right to withdraw before a resolution is reached.

Informal resolution is not available where the complaint alleges that an employee has sexually harassed a student.

## FORMAL COMPLAINT

*[To be completed either by the Complainant or Title IX Coordinator ONLY]*

### **A. If Complaint is being Filed by the Complainant**

I, [NAME], am a [student/employee] at [SCHOOL NAME]. I am reporting the following instance[s] of sexual harassment.

[Describe alleged harassment, including name(s) of respondent(s), date, time, and place of harassment, and other pertinent details (including impact of harassment)].

By signing below, I hereby acknowledge the following:

1. I have reviewed and understand Wayzata School District Policy Number 522 and the accompanying grievance process. I understand the steps of the grievance process.
2. I understand that all parties, including the respondent(s) I have named above, will be notified of the allegations in my complaint, and that the notification will identify me by name as the complainant.
3. I understand that I will be interviewed as part of an investigation, which will be undertaken by a neutral individual other than the Title IX Coordinator. I will be notified of this interview with sufficient time to prepare.
4. I understand that I have the right to an advisor of my choice, and that my advisor may be present at any interviews, meetings, or hearings that I attend.
5. I understand that I will have the opportunity to present witnesses and evidence to the investigator, and that my advisor and I will have the opportunity to review all evidence and respond, in writing, before the investigator completes the investigation report.
6. I understand that my advisor and I will have the opportunity to review and respond to the investigation report in writing, and that our response will be reviewed by a neutral decision-maker, who is neither the Title IX Coordinator nor the investigator, prior to any decision being made.

7. I understand that my advisor will have the opportunity to ask relevant written questions of any other party or witness after the investigation report is completed but prior to any decision being made.
8. I understand that any opportunities made available to me during the grievance process will be made equally available to the respondent(s), including the opportunity to have an advisor and the opportunity to ask relevant written questions of me, prior to any decision being made.
9. I understand that my Complaint must be dismissed if
  - a. The conduct alleged above, even if proven, does not meet the definition of sexual harassment in Policy 522;
  - b. The conduct alleged above did not occur in the Wayzata School District's education program or activity; or
  - c. The conduct alleged above occurred while I was not in the United States of America.
10. I understand that my Complaint may be dismissed if
  - a. I notify the Title IX Coordinator, in writing, that I would like to withdraw the Complaint.
  - b. The respondent named above is no longer enrolled in or employed by the Wayzata School District or
  - c. Specific circumstances prevent the Wayzata School District from gathering evidence sufficient to reach a determination as to the Complaint.

Having reviewed and fully understanding the foregoing, I am hereby asking Wayzata School District to investigate the allegations of sexual harassment documented above in my formal complaint.

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Signature

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Date

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Print Name

**B. If Complaint is being Filed by the Title IX Coordinator**

I, [NAME], am the Title IX Coordinator for the Wayzata School District. I became aware of this Complaint on [date] by [explain how Complaint was brought to Title IX Coordinator]. The facts of the Complaint are as follows:

[Describe allegations, including names of parties if known, date, time, and place of alleged harassment, and other relevant facts]

Based on my knowledge and training, I believe that this allegation if proven, would fall under the definition of sexual harassment in Policy [522], because [*line allegations up with definition*].

[I have met with the complainant, [NAME], regarding the above. The complainant has indicated that [he/she/they] [is/are] not interested in filing a formal complaint.] [OR] [I have not met with the complainant referenced above because [state reason – they cannot be located, they have avoided the Title IX Coordinator, etc.]]. Nevertheless, based on my training and expertise, I believe that the conduct described above, if proven, would be sufficiently severe and damaging enough that an investigation and formal resolution is warranted.

I am therefore hereby asking the [School/District] to investigate the above allegations of sexual harassment

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

RRM: 377109

- 8. OTHER BOARD ACTION
- 9. BOARD REPORTS



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Board Reports

**ITEM:** Board Reports

**COMMENTS BY:** Andrea Cuene, Board Chair

This section of the agenda provides an opportunity for Board members to update school board members on school board-related work or to make announcements of interest to the public.

A. Annual Superintendent's Review

10. **ADJOURN**



**Board of Education**  
Regular Meeting – September 14, 2020

**AGENDA SECTION:** Adjourn

**ITEM:** Adjourn

**COMMENTS BY:** Andrea Cuene, Board Chair

This agenda item brings closure to the School Board meeting.

**Recommended Action:** Call the meeting to a close.

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Time of Adjournment:** \_\_\_\_\_ 134 \_\_\_\_\_