



KNUTSON, FLYNN & DEANS, P.A.

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STEPHEN M. KNUTSON
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January 29, 2026

Via Email Only

Jeremy Tammi
Superintendent of Schools
Independent School District No. 363
Box 465
Northome, MN 56661

Re: Proposal for Legal Services

Dear Superintendent Tammi:

Knutson, Flynn & Deans has worked collaboratively with school district clients since 1947 to achieve their goals. Pursuant to your request, we are pleased to submit the enclosed proposal for Knutson, Flynn & Deans, P.A. to continue to provide legal services to the South Koochiching-Rainey River School District. In this proposal you will find information regarding our firm's history and background, the experience of our attorneys, and an overview as well as specific information regarding the services we provide. In addition, our fees and billing practices are explained. Along with this proposal we have provided references and an illustrative list of clients served by our firm.

With our background and experience in school matters, we can meet the South Koochiching-Rainey River School District's needs in all areas of the law. Our ability to provide efficient, comprehensive and effective legal services reflects our versatility and competency. Because our firm is relatively small, our clients realize the benefit of receiving personalized, quality service that is beyond comparison.

KF&D has a proven ability to proactively solve legal issues, and we welcome the opportunity to partner with your school district in meeting future legal challenges. Should you have questions regarding this proposal, please let us know.

Sincerely,

Stephen M. Knutson

Enclosures

LITIGATION RESULTS

1. DISCRIMINATION/HARASSMENT/CIVIL RIGHTS/CONSTITUTIONAL CLAIMS

Johnson v. Independent Sch. Dist. No. 47, 194 F. Supp.2d 939 (D. Minn. 2002).

A high school student brought a Title IX action against the school district for damages resulting from alleged peer sexual harassment. The school district moved for, and was awarded, summary judgment on the grounds that: (1) the student was not denied equal access to an educational program or activity by severe, pervasive and objectively offensive conduct; and (2) the school district did not display deliberate indifference to harassment of the student.

Anderson v. Independent Sch. Dist. No. 97, 2001 WL 1640047 (D. Minn. 2001) (unpublished) *affirmed* 351 F.3d 2004806 (8th Cir. February 6, 2004).

A school bus driver asserted multiple claims against the Moose Lake School District, including disability discrimination, defamation, violation of the Minnesota Government Data Practices Act and violation of federal drug testing laws. The school district moved for and obtained partial summary judgment as a matter of law at the close of evidence and, following a jury verdict, the district court granted the school district's renewed motion of judgment as a matter of law. On appeal, the United States Court of Appeals for the Eighth Circuit affirmed.

State by Beaulieu v. Independent Sch. Dist. No. 624, 533 N.W.2d 393 (Minn. 1995).

An employee filed a claim against the employer alleging that its voluntary early retirement incentive program with minimum eligibility age of 45 was discriminatory under the Minnesota Human Rights Act. The court held that the employer's early retirement program did not violate the age discrimination provisions of the Minnesota Human Rights Act.

Bush v. Dassel-Cokato Bd. of Educ., 745 F. Supp. 562 (D. Minn. 1990).

A student brought an action challenging a regulation which prohibited students from attending parties where alcohol was served. On cross-motions for summary judgment, the court held that: (1) a student's desire to associate socially with her peers at parties was not, without more, a form of intimate association or expressive association entitled to First Amendment protection; (2) the regulation was rationally related to the school board's interest in deterring alcohol consumption among students and, thus, did not violate the First Amendment; (3) the regulation was not unconstitutionally vague; and (4) the regulation did not exceed the school board's statutory authority under Minnesota law.

2. EMPLOYMENT/WRONFUL DISCHARGE CLAIMS

Karetov v. Independent Sch. Dist. No. 283, 2015 WL 3649151 (Minn. App. June 15, 2015) (unpublished).

A high school principal brought certiorari appeal of school board's decision to terminate her probationary contract, arguing that (1) the school district failed to comply with statutory requirements for evaluations; and (2) its decision to terminate and not renew her contract was arbitrary, capricious, unreasonable, unsupported by substantial evidence, and affected by errors of law. The Minnesota Court of Appeals, affirming the termination and nonrenewal, determined that the school board had total discretion to make the determination and that the school district's evaluations substantially complied with statutory requirements.

Independent Sch. Dist. No. 656 v. International Union of Operating Eng'rs, Local Union No. 70, 2010 WL 4721589 (Minn. App. Nov. 23, 2010) (unpublished).

The school district restructured its secretarial staff and, in doing so, eliminated a secretary's position which was included in a collective bargaining unit. The duties of her position were transferred to the superintendent's secretary, a confidential position outside of the bargaining unit. The union grieved the decision, claiming that school district violated the collective bargaining agreement by assigning union member duties outside of the bargaining unit. The issue ultimately reached the Minnesota Court of Appeals which ruled that a school district's decision to consolidate two secretarial positions was a matter of inherent managerial policy not subject to arbitration under the collective bargaining agreement.

Savre v. Independent Sch. Dist. No. 283, 642 N.W.2d 467 (Minn. App. 2002)

The school district's failure to evaluate probationary teacher at least three times each year did not invalidate its decision to not renew her contract for budgetary reasons.

Quiring v. Board of Educ. of Indep. Sch. Dist. No. 173, 623 N.W.2d 634 (Minn. App. 2001).

School board's elimination of principal position did not legally require that all duties of that position cease to exist. Since the school board properly discontinued the employee's principal position and there was no part-time principal position for the employee, the school board's action of placing employee on unrequested leave of absence for principal position and then reassigning employee to a full-time teaching position was not arbitrary or capricious.

Strege v. Independent Sch. Dist. No. 482, 2002 WL 859292 (Minn. App. 2001) (unpublished).

A school administrator was terminated from her position and refused to accept other offers of employment from the school district. She brought an action for wrongful termination. The court held that the employee was not entitled to back pay as she unreasonably refused other offers for employment and, therefore, failed to mitigate her damages.

Stroup v. Independent Sch. Dist. No. 152, 2000 WL 1182609 (Minn. App. 2000) (unpublished).

A teacher challenged his discharge from employment for engaging in retaliation against teachers who testified for the school district in a hearing challenging a notice of deficiency. The notice of deficiency specifically advised the teacher that he was not to engage in retaliation against any person referenced therein. The teacher filed an ethics complaint with Board of Teaching against teachers who testified in the hearing. The school board's discharge of the teacher was upheld.

Snyder v. Independent Sch. Dist. No. 200, 1993 WL 205262 (Minn. App. 1993) (unpublished).

A custodian was terminated from his employment after he made statements interpreted by the school district as threats of violence against his supervisor, the school superintendent and school board members. The employee brought an action against the employer for terminating him without just cause. The parties agreed to dismiss the court action and arbitrate the dispute. The arbitrator summarily dismissed the action on the grounds that: (1) the employee did not have contractual standing to contest his discharge under the collective bargaining agreement; and (2) he failed to properly and timely file a grievance. The employee subsequently asserted that the arbitrator exceeded his authority by failing to arbitrate submitted claims and appealed the judgment denying his motion to vacate and confirming the arbitration decision. The court affirmed the arbitrator's decision.

Whaley v. Anoka-Hennepin Indep. Sch. Dist. No. 11, 325 N.W.2d 128 (Minn. 1982).

School board's decision to terminate 19-year teacher was supported by substantial evidence in the record with respect to the teacher's use of worksheets more often and more extensively than other teachers producing a poor learning environment and lack of sufficient progress by students due to the teacher's poor teaching performance.

3. UNFAIR LABOR PRACTICES/UNIT CLARIFICATION

Education Minnesota Chisholm v. Independent Sch. Dist. No. 695, 662 N.W.2d 139 (Minn. 2002).

The union filed a petition for unit clarification, requesting that part-time early childhood family education (ECFE) teachers be included in the local bargaining unit. The hearing officer excluded part-time ECFE teachers from the bargaining unit, and the union appealed. The court held that part-time ECFE teachers who failed to satisfy statutory minimum hour requirement were not public employees under the Public Employment Labor Relations Act (PELRA).

In re Am. Fed'n of State, County and Mun. Employees Council No. 65 v. Independent Sch. Dist. No. 2184, 2002 WL 31415702 (Minn. App. 2002) (unpublished).

The union petitioned the BMS for an appropriate unit clarification of part-time employees. The commissioner concluded that any employee working fewer than 14 hours per week was not included in the bargaining unit. The union appealed. The court sustained the decision of BMS.

Adkisson v. Independent Sch. Dist. No. 13, 1998 WL 778321 (Minn. App. 1998) (unpublished).

Following an arbitration determination that the teacher be suspended and required to undergo counseling under the supervision of the employer, the employee was reinstated, but not to his original position supervising students. The employee brought an action claiming that the failure of the employer to return him to his original position was a violation of a valid decision of the arbitrator and refusal to meet and negotiate in good faith in violation of PELRA. The court dismissed the claim, holding that the district court properly determined that the complaint did not set forth a legally sufficient claim for relief.

Patzwald v. Public Employment Rel. Bd., 306 N.W.2d 118 (Minn. 1981).

The employer and union filed a joint petition with BMS to have the bargaining unit clarified and redefined to specifically exclude substitute bus drivers. BMS granted the petition. The district court reversed, and both parties appealed. The court held that substantial evidence supported the BMS determination that substitute bus drivers were not members of the bargaining unit for bus drivers employed by the school district and reversed the district court.

Minnesota Educ. Ass'n v. Independent Sch. Dist. No. 404, 287 N.W.2d 666 (Minn. 1980).

The court held that an educational association serving only as a resource and supporting organization to teachers' exclusive representative had no standing to

assert claims arising from its members' interest in an unfair labor practice action once the exclusive representative had reached a memorandum of understanding with the employer.

4. UNEMPLOYMENT COMPENSATION CLAIMS

Powell v. Independent Sch. Dist. No. 2859, 2003 WL 21006150 (Minn. App. 2003) (unpublished).

A former employee challenged the commissioner's representative's decision that he was disqualified from receiving unemployment benefits because he voluntarily quit his employment to avoid a possible termination. The court of appeals upheld the commissioner's decision.

Anderson v. Foley Indep. Sch. Dist. No. 51, 1996 WL 509741 (Minn. App. 1996) (unpublished).

The Department of Economic Security concluded that the employee was disqualified from receiving reemployment insurance benefits because she had voluntarily quit her job without good cause attributable to the employer. The Court of Appeals upheld the commissioner's decision.

5. VETERANS PREFERENCE CLAIMS

Scarselth v. Independent Sch. Dist. No. 196, 1993 WL 852213, No. 8-3100-7772-2 (July 1993) (Office of Admin. Hearings).

A veteran applied for three teaching positions with the employer but was not hired for any of the positions and was not given any veterans preference points during the selection process. The Commissioner of Veterans Affairs dismissed the petition on the basis that none of the positions for which the veteran applied were subject to the Veterans Preference Act.

6. PREVAILING WAGE

Associated Builders and Contractors v. Ventura, 610 N.W.2d 293 (Minn. 2000).

The school district and contractors for new high school construction project brought a declaratory judgment action against the governor and state commissioners, seeking a determination that the Prevailing Wage Act did not apply to the project or, alternatively, a declaration that State statutes were unconstitutional. The court held that: (1) the prevailing wage provision, which was enacted as part of an omnibus tax bill relating to tax relief and reform, violated the constitutional single subject and title requirements; and (2) the court could sever the prevailing wage provision from the omnibus tax bill.

NewMech Companies, Inc. v. Independent Sch. Dist. No. 206, 540 N.W.2d 801 (Minn. 1995).

The court held that the Debt Service Equalization Aid (DSEA) or Homestead and Agricultural Credit Aid (HACA) payments to a school district were not state financing of school construction projects within the meaning of Prevailing Wage Act (PWA).

7. DATA PRIVACY/OPEN MEETING LAW CLAIMS

Anderson v. Independent Sch. Dist. No. 97, 2002 WL 31163596 (Minn. App. 2003) (unpublished).

A bus driver brought an action against the school district when he was suspended from his job for failing to provide an adequate urine sample during a random controlled substance test. The employee claimed his employer wrongfully disclosed private information regarding the test results under the Minnesota Government Data Practices Act ("DPA"). The court dismissed the claims finding that, as a matter of law, there was insufficient evidence to support the causation and damages elements of the employee's claim.

Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006).

Two adjacent landowners brought an action against members of the township's board of supervisors, alleging four separate violations of the Open Meeting Law. The district court, entered judgment against board members, ordered board members to pay fines and forfeit their offices, and awarded \$13,000 in attorney fees to each landowner. On appeal, the court held that the landowners' separate complaints did not satisfy statutory requirement of three or more actions for removal of board members. The court did find that the Open Meeting Law was violated as landowners were entitled to special notice of meeting that concerned litigation over the revocation of a building permit and allowed each homeowner to recover \$13,000. The court, however, held that the statutory cap of \$13,000 included appellate fees.

Echo Newspaper v. St. Louis Park Public Schools, 2018 WL 3826264 (Minn. App. 2018).

A student newspaper submitted a data request to a school district for surveillance footage of an alleged altercation between students. When the school district denied the request on the basis that the video was private educational data of the students in question, the student newspaper sued for violation of the Minnesota Government Data Practices Act. The district court, Hennepin County, ruled that the video was private educational data and could not be released. The Court of Appeals affirmed, determining that the broad definition of educational data, data which relates to a student, includes surveillance footage depicting an identifiable student and that data is considered "maintained" by a school district when it is in the possession of the school district before being relooped over.

8. DEFAMATION/LIBEL AND SLANDER CLAIMS

Grossman v. School Bd. of Indep. Sch. Dist. No. 640, 389 N.W.2d 532 (Minn. App. 1986).

School board members are entitled to absolute official privilege in a defamation claim in the exercise of the discretionary school district functions.

Freier v. Independent Sch. Dist. No. 197, 356 N.W.2d 724 (Minn. App. 1984).

A school district and school board members were protected by an absolute privilege in a defamation claim to publish their decision to discharge a teacher pursuant to the continuing contract law.

9. CHALLENGE OF QUASI-JUDICIAL DECISIONS

Hansen v. Independent Sch. Dist. No. 820, 1997 WL 423567 (Minn. App. 1997) (unpublished).

A writ of certiorari is the proper procedure for challenging a school board's administrative decision to not request a teacher to perform services during the term of an agreement, even though the teacher labeled his claims as breach of contract and misrepresentation.

Neighborhood Sch. Coalition v. Independent Sch. Dist. No. 279, 484 N.W.2d 440 (Minn. App. 1992).

A writ of certiorari, not a declaratory judgment action, is the proper procedure for challenging a school board's administrative decision to realign attendance areas.

Roseville Educ. Ass'n v. Independent Sch. Dist. No. 623, 391 N.W.2d 846 (Minn. 1986).

Issuance of a writ of certiorari within 60 days is a jurisdictional prerequisite to judicial review.

11. COMPETITIVE BIDDING

Minnesota Chapter of Assoc. Builders and Contractors, Inc. v. Board of Educ. of Minnetonka Indep. Sch. Dist. No. 276, 567 N.W.2d 761 (Minn. App. 1997).

The school board required contractors on construction projects to be bound by a project labor agreement and awarded a project contract. The decision was appealed. The court held that contracts for projects did not constitute quasi-judicial acts so as to be reviewable by certiorari as the school board's actions did not adjudicate any right or obligation of contending parties and the school board's actions were not analogous to school closing decision.

Winkelman Building Corp. v. Independent Sch. Dist. No. 279, Co. No. MX 90-6967, Hennepin County District Court (1990) (unpublished).

A school district may exercise an expressly-reserved right to reject all bids and rebid a project to include a prevailing wage clause.

12. CONSTRUCTION

Jamar v. Independent Sch. Dist. No. 2142, 2015 WL 2341325 (Minn. App. May 18, 2015) (unpublished).

In a construction contract arbitration, the arbitrator determined the school district was the prevailing party and awarded the school district its attorneys'

fees. Jamar moved to vacate the arbitration award in district court. The district court vacated the portion of the award designating the school district as the prevailing party entitled to recover attorney fees and costs, and named Jamar as the prevailing party entitled to recover attorney fees and costs, the calculation of which was remanded to the arbitrator. Jamar moved the arbitrator for an award of all attorney fees, costs and disbursements. The arbitrator granted Jamar \$125,865.20 in attorneys' fees and costs. The school district appealed to the Minnesota Court of Appeals and argued that the contract gave the arbitrator broad discretion to designate a prevailing party and sufficient evidence in the record supported his decision. Jamar contended that the arbitrator exceeded his authority in designating the school district as the prevailing party because the award relied on evidence outside the record. The Court agreed with the school district, indicating that the term "prevailing party" was not defined in the contract. The contract therefore gave the arbitrator complete discretion to name the prevailing party. The Court indicated that the evidence showed that Jamar breached the contract, the school district accommodated the breach, and Jamar's explanation for the breach was not credible. The Court concluded that the vacation and modification of the arbitration award was improper because the arbitrator did not exceed his authority or demonstrate evident partiality, and the record supported his award. The Court then reinstated the original arbitration award, reversed the attorney fees and costs awarded to Jamar, and remanded the case to district court to calculate reasonable attorney fees, costs, disbursements, and interest in favor of the school district. We recovered over \$249,000 in attorneys' fees and costs for the school district.

13. REAL PROPERTY

Piche v. Independent Sch. Dist. No. 621, 634 N.W.2d 193 (Minn. App. 2001).

Former landowners filed a petition for a writ of mandamus, seeking an order requiring a school district to discharge two parcels of land, the first of which was acquired from landowners by eminent domain and the second by warranty deed. The district court issued a writ of mandamus as to the second parcel only and both parties appealed. The court of appeals held that: (1) the school district acquired fee simple absolute title to land condemned in which prior fee owners had no reversionary interest; (2) the Marketable Title Act ("MTA") barred the claim for reversion as to the first parcel; (3) application of the MTA did not violate constitutional protections against governmental takings of private property without just compensation; and (4) an unambiguous warranty deed conveyed fee simple absolute title to the school district despite the fact that the deed was conveyed under a threat of condemnation.

14. INSURANCE/REINSURANCE

Minnesota Sch. Bds. Ass'n Insurance Trust v. Generali, et al., United States District Court, Civ. No. 3-95-376 (1996).

The Minnesota School Boards Association Insurance Trust brought a lawsuit in federal district court against a foreign insurance/reinsurance company, among other parties. A settlement in excess of \$3.5 million was obtained for the Trust.

15. ELECTION-RELATED CASES

Yaggie v. Independent Sch. Dist. No. 850, 855 N.W.2d 769 (Minn. App. 2014)

School district property owners brought an action claiming that the superintendent violated anti-bribery statute by including in information to voters that if the bond referendum passed, the school board would not impose a previously approved excess levy. The Court of Appeals found that the school district was not attempting to buy votes to pass the referendum in violation of the anti-bribery statute and that the school district had a right under the First Amendment and a statutory obligation to inform voters of property tax consequences of passing the referendum.

Nathan Kranz v. Sibley East Public Sch., Indep. Sch. Dist. No. 2310, Sibley County District Court Case No. 72-CV-14-199; Minnesota Court of Appeals Case No. A14-2167.

Property owner filed election contest to invalidate successful bond referendum. Contestant claimed that school district failed to strictly comply with statutory publication provisions related to the notice of special election and notice of Commissioner of Education's positive review and comment as well as the publication of the review and comment. District Court Judge found that school district substantially complied with notice of special election publication and that although the school district did not fully comply with publication of notice of positive review and comment in that it was not timely or contain information identifying what the review and comment related to, contestant failed to establish that the deficiencies were the result of fraud, bad faith or constitutional violation or that election was not a free and fair expression of the will of the legal voters and affirmed the election results.

Abrahamson v. St. Louis County Sch. Dist., 802 N.W.2d 393 (Minn. App. 2011), 819 N.W.2d 129 (Minn. 2012), OAH 65-0325-21677 (2014)

School district residents filed a complaint under the campaign finance reporting law alleging that the school district made false statements and failed to file certain campaign finance reports after it engaged in promotional activity relating to a 2009 bond referendum ballot question. The school district successfully

obtained the dismissal of all false statement claims. Subsequently, after a full evidentiary hearing, the OAH found that the school district did engage in promoting the ballot question. In reaching this conclusion, however, the panel made several acknowledgements favorable to school districts. More specifically, the panel recognized that school districts have a “duty to inform the public about a bond referendum; the stated need for such action; and the impact and effects of the passage or non-passage of a ballot question.” The panel further stated that “[t]here is nothing improper about a school district supporting the passage of a bonding question” and that “Minnesota’s campaign finance and reporting laws do not prohibit a school district from promoting a ballot question or urging the adoption thereof.” Rather, the panel noted that Minnesota’s campaign finance and reporting laws “simply require that if a school district does promote a ballot question, it must report contributions or disbursements of more than \$750.” Ultimately, while the panel was authorized to impose a civil penalty of up to \$5,000 per violation, the panel only reprimanded the school district because it was a matter of first impression.

KNUTSON, FLYNN & DEANS also has represented both public and private employers in numerous administrative matters before the Equal Employment Opportunity Commission, the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, the Public Employment Relations Board, the Bureau of Mediation Services, the Internal Revenue Service, the Department of Administration (data privacy matters), the Department of Veterans Affairs, the Federal Department of Education, the Minnesota Department of Education, and various planning commissions.

**REFERENCES AND
ILLUSTRATIVE LIST OF CLIENTS**

REFERENCES*

Mr. Craig Oftedahl, Superintendent
Luverne Public Schools, ISD #2184
709 North Kniss Avenue
Luverne, MN 56156-1229
(507) 283-8088

Ms. Jennifer Bohnsock, Board Chair
ROCORI School District, ISD #750
534 5th Ave. North
Cold Spring, MN 56320
(320) 309-1141

Mr. Todd Holthaus, Superintendent
Hills-Beaver Creek Schools, ISD #671
301 N. Summit Avenue
Hills, MN 56138
(507) 962-3238

Mr. Wade Johnson, Superintendent
Kittson Central School, ISD #2171
444 N. Ash Avenue
Hallock, MN 56728
218-843-3682

Eloise Weibel Coordinator of Procurement,
Insurance, and Elections
Minnetonka Public Schools ISD 276
5621 County Road 101, Minnetonka, MN
55345
(952) 401-5033

Larry Guggisberg, Former Superintendent Roseau,
Greenbush Middle River, Tri County Schools
504 9th St. SE.
Roseau, MN 56751
(218) 242-1522

Dr. Kate McGuire, Former Superintendent
of Osseo and St. Louis Park Schools
13743 95th Place N.
Maple Grove, MN 55369
(763) 486-5639

ILLUSTRATIVE LIST OF CLIENTS**

Foley Public Schools, ISD #51
Clearbrook-Gonvick School, ISD #2311
Hills-Beaver Creek Schools, ISD #671
Kelliher Public School, ISD #36
Luverne Public Schools, ISD #2184
ROCORI School District, ISD #750

Russell-Tyler-Ruthton (RTR) Public
Schools, ISD #2902
Minnetonka School District, #276
Sibley East Public School, #2310
Kittson Central School, ISD #2171

Ellsworth Public School, ISD #514

* Additional references available upon request.

** This is not a complete listing of our clients and is provided for illustrative purposes only.



KNUTSON FLYNN & DEANS P.A.

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Proposal for Legal Services

South Koochiching-Rainy River School
District

January 29, 2026

HISTORY AND BACKGROUND

Knutson, Flynn & Deans (KF&D) and its predecessor firms, have practiced law in Minnesota since the founding of the firm in 1947, with an emphasis in representing school districts and other public employers. The firm was founded by Fred N. Peterson, Jr. (deceased) and the Honorable Peter S. Popovich (deceased), former Chief Justice of the Minnesota Supreme Court and first Chief Judge of the Minnesota Court of Appeals.

The firm has a broad-based background in public sector labor relations, employment, finance, student and related matters, and our attorneys are experienced in all facets of education law. Because we have dealt extensively with all aspects of education, labor and employment law, our qualifications to assist school districts in these areas are the best available.

In many instances we have represented school districts in cases that have formed the basis of the law applicable to school districts up to the present day. Attached is a list of some of the cases we litigated on behalf of our clients, including summaries of the results achieved (Attachment 1). As you can see from this list, we have addressed issues including, but not limited to, such as harassment and civil rights, unfair labor practices, Veterans Preference, data privacy, school construction, elections and competitive bidding. Our firm was instrumental in establishing the procedures by which school district employees may challenge decisions relating to their employment. This history gives the attorneys in our firm what we believe is a very distinct advantage in dealing with employment issues. With this degree of specialized depth, a member of our firm is always available to quickly respond to a client's questions or concerns.

Our experience is further enhanced by the clients we have been honored to serve. Our firm served as legal counsel for the Minnesota School Boards Association for more than 45 years. We prepared and updated research bulletins contained in the Service Manual of the Minnesota School Boards Association as well as sample collective bargaining agreements contained in the Service Manual. We assisted the Minnesota School Boards Association and the Minnesota Association of School Administrators in developing and drafting all the model policies in the MSBA/MASA Policy Services Manual. As a result, we are aware of the issues faced by school districts throughout Minnesota and regularly provide advice upon which many school districts base their policies and practices.

Our attorneys have active affiliations in numerous associations and committees related to schools. We frequently give presentations regarding school/labor/employment law issues and recent developments to other attorneys and professionals through these groups, including the Minnesota Council of School Attorneys, Minnesota School Boards Association Management Services, the Minnesota Association of School Business Officials, and the Minnesota State Bar Association.

Knutson, Flynn & Deans prides itself on its reputation of excellence. At all times, we represent our clients in a manner that exemplifies integrity, honesty, and firmness of purpose,

coupled with sound, practical judgment in the process of achieving our clients' goals. It is always our intent to be available to our clients. Any of our attorneys may be contacted at:

1155 Centre Pointe Drive, Suite 10
Mendota Heights, Minnesota 55120
Telephone: (651) 222-2811
www.kfdmn.com

ATTORNEY QUALIFICATIONS

Knutson, Flynn & Deans is composed of highly qualified and experienced attorneys who concentrate in employment law, education law, and insurance defense for public employers in Minnesota. Since our practice is focused primarily on the representation of school districts, our attorneys have a background in law as it applies to education, public employment, employee relations, collective bargaining, special education, finance issues, and other areas of the law applicable to school districts.

Our team brings together:

- Comprehensive knowledge in all areas of education law;
- Substantial experience as approved panel counsel for various insurance companies providing insurance defense on behalf of Minnesota school districts;
- Proven ability to proactively solve legal issues for school districts prior to reaching the litigation stage, and to communicate changes in the law effectively to school boards and administration; and
- Extensive experience in administrative proceedings, litigation, and appellate advocacy in state and federal courts.

Our attorneys have extensive experience in Minnesota school law and have represented numerous school districts throughout Minnesota for many years. The following attorneys, in consultation with the School District, are available to provide legal services to the School District:

STEPHEN M. KNUTSON, PARTNER

Mr. Knutson has served as general legal counsel for many Minnesota school districts for over forty-one years in all areas, including, but not limited to, public sector employment, employee discipline and discharge, investigations, reductions in force, unfair labor practices, discrimination, student discipline and rights, data privacy, open meeting law, competitive bidding, elections, and public contracting, construction, and litigation.

KATHARINE M. SAPHNER, ASSOCIATE

Ms. Saphner has represented public school districts for eight years. In that time, she has assisted school districts with employment matters, employment and bullying investigations, data privacy concerns, data requests, school closings, discrimination complaints, policy review and drafting, and litigation in Minnesota district and appellate courts. She also regularly works with school

districts on matters related to special education and Section 504, including federal and state complaint proceedings and litigation.

DIANE TWINAMATSIKO, ASSOCIATE

The newest addition to Knutson, Flynn, and Deans, Ms. Twinamatsiko has focused her practice on assisting school districts with data privacy, data requests, and employment-related issues.

SCOPE OF LEGAL SERVICES

SPECIAL EDUCATION

- Disabled Student Issues
- Due Process Hearings
- Extended School Year Issues
- Individual Education Plans
- Americans with Disabilities Act
- Section 504
- Mediation and Conciliation
- Litigation

HUMAN RESOURCES/EMPLOYMENT

- Hiring
- Discipline and Discharge
- Harassment and Discrimination
- Transfer and Assignment
- Layoff and ULA
- Labor Relations
- First Amendment

BUSINESS SERVICES

- SCHOOL DISTRICT FINANCE**
- Construction
- Contracts and Bidding
- Elections
- Real Estate
- Taxation
- Leasing

TEACHING AND LEARNING/ STUDENT ISSUES

- Students' Rights
- Student Discipline/Expulsion/Suspension
- Harassment/Discrimination
- Search & Seizure
- Student Disabilities/Accommodations
- First Amendment
- Religion in the Schools

ADMINISTRATION

Data Privacy
Civil Rights
Open Meeting Law
Policy Drafting
Reorganization of School Districts
Health and Safety Issues
Transportation Issues

OTHER AREAS

Litigation/Insurance Defense
Training and Education
Legal Research and Analysis

SPECIAL EDUCATION

1. **Special Education Compliance.** Our attorneys regularly advise school districts on a wide variety of special education issues arising under Minnesota law and the federal Individuals with Disabilities Education Act, including IEPs, related services, behavioral plans, and appropriate placements in the least restrictive environment. In addition, our attorneys have extensive experience in IEP meetings, resolution meetings, mediation, and due process hearings.
2. **Complaint Response.** Our attorneys are experienced in negotiating appropriate resolutions to compliance complaints filed with the Minnesota Department of Education as well as complaints of discrimination based on disability with the federal Office of Civil Rights (OCR).
3. **Appeals.** We are experienced in all aspects of due process appeals to federal and state courts, including the handling of actions for attorneys' fees.
4. **Student Access to Services.** Our attorneys can provide guidance with issues arising under Section 504 of the Rehabilitation Act, assistance in determining necessary and appropriate accommodations and modifications to existing curriculum and facilities, and also guidance regarding the drafting of Section 504 plans for students with disabilities.

HUMAN RESOURCES/EMPLOYMENT

1. **Discipline and Discharge.** Our attorneys are skilled in conducting sensible and comprehensive investigations relating to alleged employee misconduct and performance issues. Commonly, we provide recommendations regarding appropriate responsive action, including disciplinary action if warranted. We also have been successful in representing employers in grievance and arbitration hearings involving an employee's discipline, including discharge and proposed discharge.

2. **Harassment and Discrimination.** Our attorneys investigate complaints involving allegations of harassment in a discreet and thorough manner. Our normal practice is to follow up an investigation with a report containing interview summaries, analysis of the issues, findings of fact, factual conclusions, credibility assessment of witnesses, and recommendations, when requested. We also represent and assist school districts in responding to charges before the Minnesota Department of Human Rights and Equal Employment Opportunity Commission.
3. **Veterans Preference.** We frequently advise public entities with respect to the employment rights of veterans and have represented numerous public employers in Veterans Preference hearings, including appeals.
4. **Labor Relations.**
 - a. **Contract Administration and Interpretation.** Our clients often seek advice on issues regarding contract language. We commonly provide legal opinions regarding the drafting, administration, and interpretation of contract language.
 - b. **Grievance and Arbitration.** Our attorneys regularly represent employers in labor arbitrations pursuant to the grievance and arbitration provisions of collective bargaining agreements. After presenting viable options to our clients, we work with them to form a strategy to effectively respond, whether through settlement or arbitration. When arbitration has been determined to be the best resolution, we have achieved favorable results for employers in a wide variety of issues.
 - c. **Unit Determinations and Clarifications.** We represent employers in matters of unit determination, unit clarification, and employer petitions. In this regard, we have represented clients before the Bureau of Mediation Services and the Court of Appeals.
 - d. **Strikes.** We provide advice on contingency plans, employee resignation rights, employer communications systems, employer polling, and other active strategies related to strike planning.
 - e. **Collective Bargaining.** Members of our firm can act in the roles of chief negotiator as well as consultant to entities which prefer to conduct their own collective bargaining. In either role, the firm can provide preparation assistance and consultation during negotiations to strategize, draft language, and achieve client goals.

- f. Mediation. We represent clients in mediation with the Bureau of Mediation Services and other agencies when negotiations between the parties break down.
- g. Unfair Labor Practices. Our firm represents employers in unfair labor practice charges brought by an employee or a labor union, before the Bureau of Mediation Services and the Minnesota Court of Appeals.

BUSINESS SERVICES/SCHOOL DISTRICT FINANCE

- 1. **Elections**. We have prepared election documents for hundreds of school district elections. We also have acted as legal counsel to the recount official and provided representation in election contests.
- 2. **Competitive Bidding**. As representatives of numerous public entities, our attorneys are familiar with state laws which apply to public entities in the purchase of goods and services. We frequently advise and represent clients with respect to the competitive bidding laws, including assisting in the preparation of bidding documents and advising and representing clients with respect to the competitive bidding process.
- 3. **Lease/Purchase of Equipment**. Our attorneys are experienced with state laws relating to lease/purchase agreements and regularly review lease/purchase agreements for school districts to ensure they not only comply with state laws, but also contain language beneficial to the school district.
- 4. **Construction Arbitration**. We have significant experience in advising and representing clients with respect to issues related to school construction projects, including claims for additional costs and performance and payment bond actions.
- 5. **Real Estate Transactions**. Our attorneys are experienced in the area of real property and real estate transactions and have represented both public and private entities in matters pertaining to leases, purchase agreements, use permits, variances, and other real estate matters.
- 6. **Condemnation**. We often represent public school districts in the acquisition of land for public purposes. We are familiar with the laws and procedures of eminent domain and frequently advise and represent clients in the acquisition of land by condemnation.

TEACHING AND LEARNING/STUDENT ISSUES

1. **Data Privacy/FERPA.** We commonly assist clients with questions related to the release of private educational data upon their receipt of a request, subpoena, or court order.
2. **First Amendment.** Our attorneys have provided advice to school districts with regard to issues involving religion and free speech, including the Equal Access Act. We assist in matters from policy-making decisions to defending school districts in legal challenges.
3. **Minnesota State High School League.** Attorneys at KF&D have guided school districts through the Fair Hearing Procedure and represented them in appeals to the Minnesota State High School League.
4. **Discipline.** In addition to advising school districts as to appropriate student discipline policies and procedures, we represent school districts in expulsion/exclusion proceedings and appeals to the Department of Education and ultimately the Minnesota Court of Appeals.

ADMINISTRATION

1. **Policy Drafting.** We frequently draft and review employee and supervisor handbooks, student handbooks, policy forms, and personnel procedures to ensure compliance with federal and state law. In doing so, we seek to provide policies and procedures that are functional, effective, sensible, and applicable.
2. **Data Privacy.** We often assist public employers in complying with data practices law and responding to data requests. We assist in the formulation of effective policies and procedures that comply with the data practices laws applicable to public entities and to private entities receiving federal funding.. We represent clients before state and federal courts as well as administrative law judges and state and federal agencies in issues involving the release or nondisclosure of data and the correction of data. In addition, on behalf of our clients, our attorneys have requested opinions from the Minnesota Department of Administration, the United States Department of Education and the Minnesota Attorney General's Office regarding data practices issues.
3. **Open Meeting.** We frequently advise and represent public employers regarding their obligations and rights under the Open Meeting Law.

OTHER AREAS

1. Litigation

- a. Discrimination. We have represented employers in numerous claims of discrimination before the Minnesota Department of Human Rights, Equal Employment Opportunity Commission, Department of Labor, state and federal courts, and in administrative proceedings. We have successfully defended claims of discrimination, including gender, sex, sexual orientation, sexual harassment, age, disability, race, religion, national origin, and retaliation.
- b. Defamation/Libel/Slander. We have represented employers in claims of defamation, libel, and slander before the Minnesota courts. As our clients are primarily public entities, our attorneys are familiar with and experienced in presenting the particular defenses in such actions which relate to public employers.
- c. Unemployment Benefits. Our attorneys have assisted employers in preparing responses to the Minnesota Department of Economic Security in favor of disqualification. We have represented employers in hearings before unemployment compensation judges and successfully defended writs of certiorari to the Minnesota Court of Appeals.
- d. Constitutional Claims. As a representative of public agencies for almost 80 years, our firm has represented public entities regarding claims brought by employees and other individuals with respect to various state and federal constitutional matters. Members of our firm are licensed to practice, and have represented clients in, all Minnesota and federal courts, including the United States Supreme Court.

2. Training and Education

- a. Staff Training. Our firm frequently provides on-site training to the employees of our clients to ensure that they have an understanding of their obligations to the employer with respect to workplace harassment, data privacy, and other employment-related topics.
- b. Administrative Training. In addition to providing on-site training to staff, we also provide training directed toward the needs of supervisors in responding to numerous employment issues, such as discrimination and harassment, employee discipline and discharge, employee evaluations, collective bargaining, and data privacy.

3. **Legal Research and Analysis.** We often provide answers and opinions to legal questions raised by clients, in either verbal or written form, depending upon the needs of the clients given the issue involved. We also have lengthy and vast experience in the areas of public employment and education law, which provides a unique and valuable resource to our clients.

FEES

Knutson, Flynn & Deans strongly believes in maintaining a partnership with its clients. We understand the financial constraints and pressures that school districts face and, with this in mind, we give full consideration to the needs of a school district while affording comprehensive and efficient service. Experience tells us that it is difficult for either the client or the law firm to anticipate the volume of legal services required because of the many variables that come into play. There may be times when there is a great deal of legal activity and other times where there is little legal activity. Therefore, we believe that an hourly billing rate is most fair to all parties, and we do not recommend or require a retainer for legal services.

Our fee structure is competitive with other law firms throughout Minnesota. This determination was made in recognition of the limited and restricted funding available to public school districts. At the same time, we assure our clients continuous quality legal service. Our hourly rates for legal services vary depending upon the background and experience of the attorney. Our legal fees for calendar year 2026 are as follows:

Hourly Rate for Partners	\$265
Hourly Rate for Associates	\$235-255

One of our objectives in representing our clients is to minimize costs consistent with the services the client desires. Because of our extensive background and the volume of legal services provided, almost exclusively in representing school districts, we can provide effective and efficient legal services.

BILLING

KF&D bills time for legal services to the nearest quarter hour. Telephone calls and email communications are billed based on time, the same as any other communications. We can submit our invoices in any format desired. For example, due to the sensitive and confidential nature of legal services provided to school districts, many clients prefer to have a summary format for billings. However, billings can be itemized in any fashion as requested by the school district. In general, we bill our clients on a monthly basis.

EXPENSES AND COSTS

It may be necessary to incur costs on the School District's behalf for items such as court filing or transcript fees, arbitration expenses, mileage, messengers, and other expenses. These items are billed at our actual cost and separately itemized on our statements. Expenses normally billed to the client include the following:

<u>Item</u>	<u>Rate</u>
Outside Consulting /Expert Witnesses	Actual Cost
Court Costs; Filing Fees	Actual Cost
Photocopies	\$0.10 per page
Mileage	\$0.70 per mile <i>(2025 IRS Allowable Rate)</i>
Delivery/Messenger Service	Actual Cost

Please note that we do not bill for legal research through Westlaw. In addition, in order to make sure that our clients are informed of recent developments in education law as well as current issues, we provide periodic "Newsflash" updates by email at no cost to the client.

Knutson, Flynn & Deans is a full-service law firm focusing on the school district client. We are experienced and prepared to handle any of a school district's legal needs. Our commitment is to provide the highest quality legal representation, at competitive rates, to the Foley School District's complete satisfaction.

Enclosed with this Proposal for Legal Services are references and an illustrative list of clients (Attachment 2). Please do not hesitate to contact us if you require additional information or if you have any questions regarding our firm.

KNUTSON, FLYNN & DEANS, P.A.

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