

School Board Business Meeting

Time: Sep 8, 2020 06:00 PM Central Time (US and Canada)

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Meeting ID: 998 6844 9747

Passcode: 356372

One tap mobile

+13017158592,,99868449747#,,,,,0#,,356372# US (Germantown)

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Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 998 6844 9747

Passcode: 356372

1. Call to Order and Roll Call - Action
2. Acceptance of the Agenda - Action
3. Sharing the Success
 - A. Special Recognition of Robbinsdale Area Schools' Technology Team
 - B. Robbinsdale Rapid Report
4. Superintendent's Report
5. Operations
 - A. First Reading of Policy 522: Title IX Sex Discrimination Policy, Grievance Procedure and Process
 - B. First Reading of Policy 701: Establishment and Adoption of School District Budget
 - C. Approval of Cooper High School Pixellot Use Agreement - Action
 - D. Approval of Resolution Designating the Deputy Treasurer - Action
 - E. Approval of the Superintendent Evaluation Tool - Action
6. Consent Agenda - Action
 - A. Administrative
 - B. Personnel Matters
 - C. Financial Matters
7. Announcements
8. Adjournment - Action

School Board of Robbinsdale Area Schools
Business Meeting - September 8, 2020

AGENDA SECTION: Call to Order

ITEM: Roll Call Attendance

	PRESENT	ABSENT
Helen Bassett	<hr/>	<hr/>
David Boone	<hr/>	<hr/>
Mike Herring	<hr/>	<hr/>
Pam Lindberg	<hr/>	<hr/>
Sam Sant	<hr/>	<hr/>
Sherry Tyrrell	<hr/>	<hr/>
John Vento	<hr/>	<hr/>
Dr. Stephanie Burrage, Interim Superintendent, ex-officio	<hr/>	<hr/>

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION: Acceptance of Agenda
ITEM: 2. Acceptance of Agenda
COMMENTS BY: David Boone, Board Chair

Recommended Action: Approve full agenda as presented.

Acceptance of Agenda – September 8, 2020

	Yes	No	Abstention
Helen Bassett	_____	_____	_____
David Boone	_____	_____	_____
Mike Herring	_____	_____	_____
Pam Lindberg	_____	_____	_____
Sam Sant	_____	_____	_____
Sherry Tyrrell	_____	_____	_____
John Vento	_____	_____	_____

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____ 3 _____

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION: Sharing the Success

ITEM: 3A. Special Recognition of the Technology Team

COMMENTS BY: Dr. Stephanie Burrage, Interim Superintendent

The School Board and Interim Superintendent are pleased to recognize the hard work and dedication of our Technology Team. They are the team members behind the scene making sure all of our students and staff have what they need to be successful. [Click here](#) to view what the Team was busy doing this summer.

Thank you to Dr. Sue Holtz, Director of Technology, Joel Mehring, Assistant Technology Director, and the entire tech team! We appreciate you!

This is Robbinsdale Area Schools, coming together as Team 281!

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION:	Operations
ITEM:	5A. First Reading of Policy 522: Title IX Sex Discrimination Policy, Grievance Procedure and Process
COMMENTS BY:	Marti Voight, Interim Assistant Superintendent, and Amy O'Hern, Executive Director of Human Resources

The School Board will hear the first reading of Policy 522: Title IX Sex Discrimination Policy, Grievance Procedure and Process. The following support documents are included in the agenda packet for review:

1. Current Policy 522 (to be replaced by the proposed Policy 522)
2. Proposed Policy 522 (clean copy)

Recommended Action: Review proposed Policy 522. Will ask for approval at the September 21, 2020 Regular Board Meeting.

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

[Note: On May 6, 2020, the U.S. Department of Education, Office for Civil Rights (OCR), released the long-awaited final rule amending Title IX regulations at 34 C.F.R. Part 106. These regulations, which go into effect on August 14, 2020, are the first Title IX regulations applicable to sexual harassment and are applicable to complaints by both school district students and employees. The extensive regulations will require districts to revise their policies and procedures with respect to sexual harassment and ensure that administration and staff are trained on the new requirements.]

The final rule requires school districts to provide notice of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school district will respond to the following groups: applicants for admission and employment; students; parents or legal guardians; and unions or professional organizations holding agreements with the school district. 34 C.F.R. § 106.8(b). The provisions of this policy generally conform to the requirements of the new regulations.]

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(s) is/are:

Amy O'Hern, Executive Director of Human Resources
amy_ohern@rdale.org | 763-504-8014

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), 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).
 - A. "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.
 - B. "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.
 - C. "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.

- D. “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.
- E. “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.
- F. “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.
- G. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. “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).
- I. “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.

- J. “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.

**** See page 522- 17 for contact information. ****

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.

[NOTE: The interrelationship between the Title IX regulations authorizing the emergency removal of student and the Minnesota Pupil Fair Dismissal Act (MPFDA) is unclear at this time. School districts should consult with legal counsel regarding the emergency removal of a student. At a minimum, it is recommended that school districts provide alternative educational services, as defined in the MPFDA, to any student so removed under the Title IX regulations.]

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.

[NOTE: For example, school districts are reminded of the obligation under Minn. Stat. § 122A.20, subd. 2, to make a mandatory report to PELSB concerning any teacher who resigns during the course of an investigation of misconduct.]

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

[NOTE: The Title IX regulations do not require school districts to conduct live hearings as part of the decision-making phase of the grievance process. Accordingly, this Policy does not include procedures for a live hearing. If a school district desires to create such procedures, legal counsel should be consulted.]

- 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)

Robbinsdale Area Schools Contacts:

Title IX Coordinator and Facilitator of Informal Resolution Processes:

Amy O'Hern, Executive Director of Human Resources
Amy_ohern@rdale.org | 763-504-8014

Investigators:

District and Building Administrators

Decision-maker:

Dr. Kristine Wehrkamp, Executive Director of Community Education
Kristine_wehrkamp | 763-504-8013

Appellate Decision-maker:

Marti Voight, Interim Assistant Superintendent
Marti_voight@rdale.org | 763-504-8070

522 STUDENT GENDER OR SEXUAL ORIENTATION NONDISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of gender pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of gender or sexual orientation.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of gender or sexual orientation. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of gender or sexual orientation.
- B. It is the responsibility of every school district employee to comply with this policy.
- C. The school board hereby designates the Executive Director of Student Services as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. DEFINITIONS

- A. Protected Classifications; Definitions
 - 1. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

IV. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful gender or sexual orientation discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful gender or sexual orientation discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful gender or sexual orientation discrimination toward a student directly to a school district human rights officer or to the superintendent.
- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful gender or sexual orientation discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful gender or sexual orientation discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given orally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful gender discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. The school board hereby designates its Title IX coordinator as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful gender or sexual orientation discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.
- F. Submission of a good faith complaint, grievance or report of unlawful gender or sexual orientation discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is ~~not~~ mandatory.

- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful gender discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district 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 incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful gender or sexual orientation discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district’s investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful gender or sexual orientation discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful gender or sexual orientation discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law, or contacting the Office of Civil Rights for the United States Department of Education.

IX. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.
- B. The school district shall review this policy and the school district’s operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

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

Adopted: June 4, 2012
Revised: November 4, 2013

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION: Operations

ITEM: 5B. First Reading of Policy 701: Establishment and Adoption of School District Budget

COMMENTS BY: Virginia Verbrugge, Assistant Finance Director

The School Board will hear the first reading of Policy 701: Establishment and Adoption of School District Budget. The following support documents are included in the agenda packet for review:

1. Current Administrative Procedure 701 (or 701 AP) with MSBA recommended changes
2. Proposed revised Policy 701 (clean copy)

Moving 701 AP to a policy approved by the Board aligns with the recommendation from the Office of State Auditor.

Recommended Action: Review proposed Policy 701. Will request approval at the September 21, 2020 Regular Board Meeting.

ADMINISTRATIVE PROCEDURE

701AP:

Establishment and Adoption of School District Budget

Adopted: July 22, 2013

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form

prescribed by the Commissioner within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other information required by Minn. Stat. § 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)
~~Minn. Stat. § 126C.23 (Allocation of General Education Revenue)~~

Cross References: 701.1AP (Modification of School District Budget)
702AP (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

701 Establishment and Adoption of School District Budget

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Commissioner within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time

as this publication, the school district shall publish the other information required by Minn. Stat. § 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)

Cross References: 701.1AP (Modification of School District Budget)
702AP (Accounting)
MSBA Service Manual, Chapter 7, Education Funding

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION: Operations
ITEM: 5C. Approval of Cooper High School Pixellot Use Agreement
COMMENTS BY: Dr. Kristine Wehrkamp, Executive Director of Community Education and Activities Director Supervisor

Dr. Wehrkamp is requesting approval from the School Board for the installation of the Pixellot Systems by the National Federation of State High School Associations (NFHS) Network School Broadcast Program powered by PlayOn! Sports to live broadcast from the stadium at Cooper High School.

This five-year contract includes a one-time equipment installation charge of \$1,500.00. The Pixellot software and hardware are provided at no charge to the district. There is also a one-time fee of \$1,500 to accelerate a revenue sharing option from the sale of monthly subscription passes. This fee initiates revenue sharing in the first year of contract instead of the fourth contract year.

The Pixellot Systems may include local sponsorship opportunities during broadcasts. Cooper High School would retain 100% of all local sponsorship sales. PlayOn! may also include additional advertising during the broadcast. All advertising will meet the guidelines set forth in district [905 AP: Advertising](#).

Recommended Action: Approval of the Cooper High School Pixellot agreement.

Approval of Cooper High School Pixellot Agreement – September 8, 2020

	Yes	No	Abstention
Helen Bassett	_____	_____	_____
David Boone	_____	_____	_____
Mike Herring	_____	_____	_____
Pam Lindberg	_____	_____	_____
Sam Sant	_____	_____	_____
Sherry Tyrrell	_____	_____	_____
John Vento	_____	_____	_____

Motion by: _____ **Yes:** _____ **Passed:** _____
Second by: _____ **No:** _____ **Failed:** _____
Abstentions: _____

“One-Time Fee” Pixellot Use Agreement (Install Included)

School: Robbinsdale Cooper High School
 Address: 8230 47th Avenue North
 City, State, Zip: New Hope MN 55428
 County:

Effective Date: _____

This One-Time Fee Agreement (our “Agreement”) will serve as confirmation of the involvement of Robbinsdale Cooper High School (“School”) in the *NFHS Network* School Broadcast Program, powered by PlayOn! Sports, and will outline the terms and conditions of participation with 2080 Media, Inc. d/b/a PlayOn! Sports (“PlayOn”). Upon execution of the Agreement, School and PlayOn (collectively, the Parties) are subject to all of the terms and conditions within the Agreement.

In consideration of a one-time fee of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) (“One-Time Fee”), PlayOn will provide School with access to ONE (1) units of hardware and software (“Pixellot Systems”) for School use during the term of this Agreement (but PlayOn will retain title to such items), each of which includes:

- a. Pixellot camera head
- b. Workstation loaded with Pixellot software for recording, encoding, and streaming videos
- c. Cat6 ethernet cables to connect workstation to camera head and provide camera power ⁽¹⁾
- d. Pixellot automated production software for all supported sports; new sports are added as released
- e. Score data device (wired connection) or OCR camera for graphics integration in video (PlayOn to determine)
- f. Protective cabinet for workstation, if needed
- g. Software upgrades (while the Agreement is in effect)
- h. Point-to-point wireless internet base station (if no hard-line internet available at Pixellot venue)

No

- i. **Installation of the Pixellot Systems will be provided by PlayOn**

(1) See *Installation of Pixellot Systems* in **Terms and Conditions** for additional information

Pricing for the Agreement†:

Description	Price
One-time Fee	\$1,500
Extra Accessories (if applicable)	-
TOTAL DUE	\$1,500

PlayOn provides the following additional software and services:

- a. A branded School video portal on www.nfhsnetwork.com
- b. PlayOn proprietary software (*NFHS Network Console*) for the complete management of School-based events including scheduling, event information, and event availability. The cost of the annual software license for the PlayOn Software (*Console*) is waived as part of the Agreement.
- c. E-commerce platform for customer registration, payment processing and customer service to support the sale of subscriptions to watch School and all other NFHS Network events (“Consumer Subscription Plan”)
- d. All back-end technology systems needed to support event distribution via streaming consistent with PlayOn system requirements through the NFHS Network web portal
- e. Standard on-call customer support, account management, training, software updates, software support, and software licenses.

Broadcast Rights and Event Content:

Regular Season Event Broadcasts.

School agrees to live broadcast all regular season sports events at all competition levels in the venue where the Pixellot Systems are installed (i.e., Varsity, Junior Varsity, etc.). School has the right to determine on-demand availability of regular season events through “blackout windows.” School also grants PlayOn the right to live broadcast all Postseason Events (as defined herein) in the venue where the Pixellot Systems are installed. School will not permit any third party to stream any regular season sports events that would be deemed competitive with PlayOn’s activities; provided that School may allow student-led groups to live broadcast regular season sports events (“School Co-Broadcasts”) as part of a broadcast media curriculum program. For the sake of clarity, events selected by School or School Co-Broadcasts will also be broadcasted on the NFHS Network via the Pixellot Systems.

Television Broadcasts. School may allow (at its discretion) third party local television coverage to broadcast regular season events at a School without violating the Agreement. For the sake of clarity, School shall also broadcast via the Pixellot Systems on the NFHS Network any regular season event that is broadcast on linear television by a third party.

Postseason Event Broadcasts. School agrees that the Pixellot Systems will be used to broadcast all State Postseason events via the Pixellot System installed in the venue where the event takes place; provided that State Association is a participating member of the NFHS Network ("NFHS Network State"). State Association rights fees for State Postseason events broadcast via the Pixellot System at School venues will be waived in NFHS Network States. For Schools located in non-NFHS Network States, all broadcasting of State Postseason events must be done within State Association media policies and School is solely required to obtain required permissions and pay any rights fees to the State Association.

Practices. School may use the Pixellot Systems to schedule and record practices for internal use by School. School must manually schedule all practice sessions and events will be marked as "private" and not available for viewing by consumers.

Content Ownership, License, Syndication and Approvals. School hereby grants PlayOn an exclusive, worldwide, fully-paid-up, royalty-free, sub-licensable (directly or through multiple tiers), transferrable and irrevocable license to reproduce, perform, transform and distribute the content recorded via the Pixellot Systems (the "Content") in any medium (the "Content License"). The Content License is exclusive, except that the School has the right to download School -produced events and upload the Content into a game-film-analysis platform for use by coaches, provided that the Content is not generally available to consumers. Subject to the Content License, the Content is the exclusive property of the School and the School reserves all rights therein.

The Content License includes the right to syndicate the Content, in-part or in-whole, to other distribution platforms. Existing digital sponsorship inventory remains in the Content through all derivative works that incorporate the full-length event. This includes the rights to make DVDs, digital download-to-own files, and highlights. In the event that DVDs or digital download-to-own files are created and made available for sale (at the discretion of School), School will receive a revenue share based on net sales, less fulfillment costs, amounting to 7-1/2% of the net sale price.

School shall be solely responsible for all Content, to secure any and all releases, consents, waivers and other necessary rights from any third parties (including students and, to the extent required by law, their guardians) and complying with all applicable laws, including those regarding collection and distribution of the Content. School agrees that all Content will be suitable for a general viewing audience and will not violate or infringe the rights of any party. At the written request of School, PlayOn will remove School produced events on the School video portal. Parties agree that Pixellot System will not be turned on except for scheduled events and required system maintenance.

Consumer Subscription Platform. All sports events, live and on-demand, require consumers to purchase a subscription pass to be viewed. Non-sports events are set by default to be free for viewers. At School's discretion, School may charge a subscription fee to view non-sports events.

PlayOn retains the right to modify subscription plan offerings, pricing structure, and, during the Term, on-demand event availability. PlayOn will notify school in writing of any such modifications.

School-sold Sponsorships. School may include sponsorship elements within the broadcast of School events in its School video portals. School keeps 100% of all sponsorship sales made by School from local sponsors.

Network Advertising. PlayOn may advertise on any School video portal and within any School broadcast using pre-roll video, video mid-roll, or overlay ads that appear on the video screen. PlayOn ads will conform to the then-current *NFHS Network Commercial Materials Guidelines (the "Guidelines")*, a current copy of which is attached as **Exhibit B**; provided that School shall have the right in its sole discretion to limit or prohibit any advertiser, or any specific advertisement advertised on the School video portal, that is inconsistent with School standards for appropriateness for viewing by the school district's student population.

Third Party Relationships. Any third-party relationships School develops for the purpose of selling advertising, collecting billings or any other such related activity, are the sole right and responsibility of School. PlayOn assumes no responsibility whatsoever for (and shall have no liability for) any third-party relationships School enters into.

Data Privacy. School acknowledges that PlayOn will not have access to any "student information," "directory information," "personally-identifiable information," "student records," "student-generated content" or "education records" (each as defined by the Family Education Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, other than, to the extent included in the Content as applicable: (a) student images; (b) student names; and (c) any other information provided by School in the format of audio commentary (the "Included Data"). School acknowledges that the Included Data is only included in the Content to the extent permitted by the School and to the extent publicly broadcasted at the event contained within the Content. PlayOn shall not have access to any other information regarding any School students and does not store any information regarding School students that is not Included Content meant for public consumption through the NFHS Network and other customer-facing applications. PlayOn shall be responsible to comply with all applicable laws, including but not limited to FERPA and any state-specific laws regarding Included Data and the collection, storage and distribution thereof, but subject to School's responsibilities under "Content Ownership, License, Syndication and Approvals" set forth above. In furtherance of the foregoing, PlayOn will maintain security procedures and practices designed to protect the Included Data from the unauthorized access, destruction, use, modification or disclosure that comply with FERPA and any state-specific laws, and will notify the School following PlayOn's becoming aware of any such unauthorized access, destruction, use, modification or disclosure of

Included Data. PlayOn will not use the Included Content for any purpose other than as contemplated by this Agreement and PlayOn will, upon School's written request at any time, permanently delete any Included Content.

To the extent School requires that PlayOn execute any amendment or addendum to this Agreement governing the rights and obligations of Included Data, the Parties agree that this provision shall supersede such amendment or addendum and shall contain the sole obligations of PlayOn with respect to Included Data.

Terms and Conditions

1. **Term of Contract.** This Agreement is effective as of the Effective Date and continues for five (5) complete school years, beginning on the August 1 that follows the Effective Date (the "Initial Term") unless earlier terminated as provided herein.

If School elects to terminate the Agreement at any time before the end of the Initial Term, School shall pay a fee ("Early Termination Fee") to PlayOn in the amount of two thousand-five hundred dollars (\$2,500) per Pixellot System. For the sake of clarity, the total amount due to PlayOn would be calculated by multiplying the number of Pixellot Systems covered by this Agreement by two thousand-five hundred dollars (\$2,500). School acknowledges that the Early Termination Fee is a reasonable estimate of the costs that PlayOn would incur from such early termination.

After the Initial Term, the Agreement will remain in effect until terminated as provided herein (the Initial Term plus any extension thereof being the "Term"). School has the right to terminate this Agreement after the end of the Initial Term by giving written notice of termination to PlayOn a minimum of ninety (90) days before the effective date of the termination. No additional fee will be due if this Agreement is terminated following the Initial Term.

PlayOn may terminate this Agreement and remove the Pixellot Systems immediately if School has breached any provision of this Agreement and failed to cure such breach within 60 days of PlayOn's delivery to School of written notice of the breach; provided that School will take down all equipment and package it appropriately in PlayOn-provided shipping containers. In the event that PlayOn breaches any provision of this agreement and fails to cure within 60 days, School has the right to terminate the Agreement and PlayOn will remove the Pixellot Systems at its own expense.

2. **Payment Terms.** Payment is due thirty (30) days after School receives the Pixellot Systems.
3. **Internet Connectivity.** School must provide sufficient hardline internet connectivity and the required network configurations (provided in **Exhibit A**) for each Pixellot System to allow live broadcasts. PlayOn will provide the point-to-point wireless internet base station ("Point to Point") when needed to deliver hardline internet connectivity to Pixellot Systems installed in outdoor venues; provided that PlayOn is able to select the make and model of the Point to Point system. In the event that School requests, or requires, a specific Point to Point system that is different from what is provided by PlayOn, then School must provide and install the Point to Point system at its own expense.
4. **Software License.** During the Term of this Agreement, PlayOn grants School a non-exclusive, non-transferable limited license to use the Software to enable the broadcast services under this Agreement. The "Software" consists of the proprietary software of PlayOn used to provide the broadcast services under this Agreement as well as the third-party software included with the Pixellot Systems and any backend software or services required to use the system. The Software may be used solely to schedule, capture, produce, encode, and record Content from School events for distribution to viewers solely on the NFHS Network. School shall have no other rights to the Software and expressly agrees that it shall not copy, reverse engineer, modify, disassemble or decompile any portion of the Software, or use the Software to broadcast events anywhere other than School pages on the NFHS Network video portal (www.nfhsnetwork.com). School agrees that PlayOn or its licensors shall retain any and all right, title, and interest in and to the Software and other intellectual property provided by or created by PlayOn (including, but not limited to, all patent, trade secret, copyright, and trademark rights). Except as otherwise provided herein, School agrees not to reproduce the Software or PlayOn's intellectual property. School acknowledges that the Pixellot Systems include embedded software from Pixellot that is subject to additional end-user license agreement terms ("EULA") and School agrees to comply with all such terms. The Pixellot EULA will be provided at the School's request.
5. **Site Survey Collection.** This Agreement provides School with a form to collect information for each School venue at which a Pixellot System will be installed ("Site Information"). Pixellot Systems will not be shipped to School unless all information is filled out completely in the sections: **Pixellot Venue Information**, and **Team-To-Venue Mapping**.
6. **PlayOn Installation of Pixellot Systems.** PlayOn will perform the installation of the Pixellot Systems and will coordinate with School to schedule the installation work ("PlayOn Installation"). Additional details about the PlayOn Installation are provided in **Exhibit C** of this Agreement. PlayOn will provide all required Cat6 ethernet cable required to install and operate the Pixellot Systems; in the event that School requires special cabling for any reason, then special cabling must be provided at the sole expense of School. School agrees that all Internet connectivity requirements have been met prior to the start of the PlayOn Installation and that an administrator with IT responsibilities will be on site (or at minimum, available by phone) during the time when the PlayOn Installations are taking place. If School needs to reschedule or cancel a PlayOn Installation, School must provide notice to PlayOn at least 48 hours before originally scheduled installation time. Failure to provide sufficient notice may result in additional charges to School.

School agrees that PlayOn may use its own service providers to perform the PlayOn Installation so long as all such providers meet School requirements for entry to school venues. For the sake of clarity, School agrees that PlayOn is not required to work with any service providers that may be under agreement with School for facilities or IT work.

School agrees to remove, relocate, and reinstall, as appropriate, the Pixellot Systems in the event of construction within any of the venues denoted herein where a Pixellot System is installed.



- 7. **Receipt of Goods.** Upon delivery of the Pixellot Systems, School will inspect all packages for damage caused by a third-party shipper (e.g. UPS) to all boxes, equipment, and components. School agrees to store all packages in a secure environment prior to the arrival of the PlayOn installer.
- 8. **Revenue Sharing (Year 1-3).** Revenue sharing to School for online passes does not begin until Year 4 of Agreement (see one-time option in Special Terms, *Revenue Sharing Acceleration*, below). For the sake of clarity, during the first three years of the Term, School will not receive any revenue share for content produced under this Agreement.
- 9. **Revenue Sharing (Year 4 and future years).** Starting in Year 4 of the Agreement, School will receive ten percent (10%) of the Net Revenue (“Revenue Share”) for Monthly subscription passes attributed to School’s Pixellot System-produced content. “Net Revenue” means gross revenue received from Monthly subscription passes sold through the consumer subscription platform, less technology platform, customer service and e-commerce fees associated with such distribution.

PlayOn will offer “discounted” Annual (12 month) subscription passes for sale on School event pages and on custom School landing pages, meaning the one-time cost of the subscription pass is less than the cost of the Monthly pass times the number of months in the duration of the Annual subscription pass. Annual subscription passes will have a base cost (“Annual Base Cost”) and a price point (“Annual Price”), both set by PlayOn. Starting in Year 4, School will receive one hundred percent (100%) of the difference between the Annual Price and the Annual Base Cost.

- 10. **Revenue Sharing Acceleration.** School has the option to pay a one-time fee of \$1,500 at the beginning of the Term, and revenue sharing will begin in Year 1 of the Agreement.

School opts to pay \$1,500 to accelerate revenue sharing: YES NO

- 11. **Administration of Funds.** PlayOn will manage the collection and accounting of all funds received, including the management of refunds. If School produces regular season content on an alternative streaming platform in violation of this Agreement, PlayOn reserves the right to withhold any Revenue Share attributed to School. PlayOn will calculate the funds to be disbursed to School on a quarterly basis on the following dates: October 31st, January 31st, April 30th, and July 31st. Funds will be disbursed to School within 30 days of these dates. Detailed records can be provided for auditing purposes upon request. School must earn a minimum of \$50 in aggregate Revenue Share proceeds within a school year to receive a check.
- 12. **Ownership and Return of the Pixellot Systems.** PlayOn is providing the Pixellot Systems for School use during the Term in the venues specified herein. School may not move a Pixellot System from where it was installed without the express written consent of PlayOn. PlayOn is not selling the Pixellot Systems to School. The Pixellot Systems will remain PlayOn’s property and PlayOn may remove the Pixellot Systems from School if this Agreement terminates for any reason or if School fails, in any nine (9) month period, to create any Content via a Pixellot System for distribution on the NFHS Network. School shall cooperate with PlayOn to facilitate this removal and shall grant PlayOn any required physical access to the Pixellot Systems.
- 13. **Maintenance of Units.** PlayOn is responsible for the general health and welfare of the Pixellot Systems and will perform online system maintenance of all Software. PlayOn will handle all warranty claims on the equipment with the manufacturer and will provide School with proper containers for any equipment that needs to be returned to PlayOn for service. PlayOn will replace any broken Pixellot Systems during the Initial Term. For purposes of clarification, PlayOn is not obligated to replace any broken Pixellot Systems after the Initial Term. Notwithstanding the foregoing, PlayOn is not obligated to replace any units that are destroyed by vandalism or due to negligence by School.
- 14. **Providing of Sports Schedules.** School is required, prior to 60 days before the start of a sport season, to provide PlayOn the game schedules (in a mutually acceptable format) for all teams in all sports that occur in the venue where the Pixellot System is installed. PlayOn will be responsible for the initial data entry of all game schedules in the event that School does not elect to do so. In event of a known change of schedule to an event, School will make the required changes.

If School’s game schedules are accessible via a third-party platform (e.g. Arbiter, rSchoolToday, etc.), School agrees that PlayOn may collect School’s game schedule information directly from that third-party platform, to be used for the sole purpose of scheduling automated event broadcasts on the NFHS Network through School’s Pixellot System(s). School will facilitate PlayOn’s access to School’s game schedule on any such third-party platform.

- 15. **Marketing.** School agrees that PlayOn may market School’s events on third party platforms or websites (e.g. Arbiter, rSchoolToday, MaxPreps, etc.). Event marketing includes, but is not limited to, URL links and display ads.
- 16. **Indemnification.** Each party (the “Indemnifying Party”) shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the “Indemnified Party”) from and against any and all losses, liabilities, costs, and expenses including reasonable attorney’s fees, in connection with claims brought by a third party against the Indemnified Party established by judgment or alternative resolution award, to the extent arising from (a) any violation of applicable law by the indemnifying party or its employee, agent, or other representative; (b) the gross negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
- 17. **Indemnification for IP Infringement.** PlayOn shall indemnify School against any third-party claim that School’s use of the Pixellot Systems infringes the intellectual property rights of a third party with respect to such Pixellot Systems; provided that, PlayOn shall have no



obligation under this section with respect to any claim based upon or arising from: (a) modification of the Pixellot Systems in any manner not expressly permitted by PlayOn; (b) any use of the Pixellot Systems outside the scope of the license granted in, or contrary to, the provisions of, this Agreement or the EULA; (C) the combination of the Pixellot Systems with any other service or product not authorized by PlayOn or Pixellot; or (D) broadcasting the Content without a license, right or title to do so.

18. **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.** THE SERVICES AND SOFTWARE PROVIDED BY PLAYON ARE PROVIDED "AS IS." PLAYON MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES, INCLUDING CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES WHATSOEVER ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RIGHTS OR OBLIGATIONS OF THE PARTIES HEREUNDER WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER BASED ON A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN ADDITION, AND NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, PLAYON'S MAXIMUM LIABILITY (FOR ALL CLAIMS IN THE AGGREGATE) TO SCHOOL UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID TO SCHOOL UNDER THIS AGREEMENT. THE LIMITATION IN THE IMMEDIATELY PRECEDING SENTENCE DOES NOT APPLY TO (I) PLAYON'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH; OR (II) PLAYON'S OBLIGATION TO INDEMNIFY SCHOOL FOR THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
19. **Relationship of the Parties.** Each Party shall have the status of an independent contractor for purposes of this Agreement. This Agreement is not intended to and will not create or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall only be those expressly set forth in this Agreement.
20. **Assignment.** This Agreement may not be assigned by either Party without the prior consent of the non-assigning Party.
21. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding between the parties. It supersedes and replaces any and all previous representations, understandings, and agreement, written or oral, relating to the subject matter. There shall be no oral alteration or modification of this Agreement; the Agreement and its terms may not be modified or changed except in writing, approved and signed by both Parties.
22. **E-Verify.** PlayOn acknowledge that immigration laws require it to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program).
23. **Proof of Insurance.** During the Term, PlayOn shall maintain, and (upon School's written request) provide evidence of, commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of PlayOn, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
24. **Governing Law and Venue.** This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State in w which the School resides. Any action at law or judicial proceeding instituted for the enforcement of this Agreement shall be instituted only in the state courts of the State and county in which the School resides.
25. **Counterparts.** This Agreement may be executed in counterparts (including by way of facsimile, PDF or other electronic format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
26. **Waiver.** The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either party's delay in the exercise of any such rights or remedies, shall not release the other Party from any of its responsibilities or obligations imposed by law or by this Agreement and shall not be deemed a waiver of any right of such Party to insist upon strict performance of this Agreement.
27. **Compliance with Applicable Laws; Sovereign Immunity.** Each Party shall comply with all applicable laws applicable to it with respect to the services being provided under this Agreement, whether or not specifically referenced in this Agreement. Nothing in this Agreement shall be deemed to waive any sovereign immunity, if any, for which the School may benefit.

[Signatures on Next Page]



Complete the information below and fax entire document to 404.920.3199

Signed:

Date: _____

Mark Rothberg
Vice President, School Broadcast Program
PlayOn! Sports

Accepted by School:

Signature: _____

Name: _____

Title: _____

Email: _____

School: _____

Primary Contact: _____

Email: _____

Mobile Number: _____

Bookkeeper: _____

Email: _____

Phone Number: _____

IT/Network Contact: _____

Email: _____

Phone Number: _____

Shipping Address for Pixellot Systems: **School Address** OR **Different Address** (write below)

Robbinsdale Cooper High School

8230 47th Avenue North

New Hope MN 55428

Subscription Revenue Check Made Out to: _____



PIXELLOT VENUE INFORMATION

Does your school have a lift that the NFHS Network installer can use for installation?

 YES NO

Please fill out the information below for ALL venues where a Pixellot System will be installed.

	Type of venue <i>(select from drop-down)</i>	Name of venue <i>(e.g. Aux Gym, Soccer Field)</i>	Indoor/Outdoor	Scoreboard Type	Hard-line internet connection available at venue?
1	Stadium		Outdoor		
2					

[Agreement Continues on Next Page]

TEAM-TO-VENUE MAPPING

Use the tables below to indicate which sports teams play at each Pixellot venue (check all that apply). Please fill out for ALL Pixellot venues.

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

VENUE: _____

	Varsity	JV	Soph	Fresh	Middle

School agrees that the team-to-venue mapping information provided above is accurate to the best of School's knowledge: **YES** []

EXHIBIT A

NETWORK CONFIGURATION REQUIREMENTS

To stream with the Pixellot Systems, the following network requirements must be met:

We highly recommend adding the VPU to a separate VLAN or a DMZ and assigning a static IP address.

Whitelist all *outbound* HTTP/S traffic to pixellot.tv

No inbound firewall rules are required. No services will ever connect directly to the host. However, to publish video and manage the server, we need these ports open for **outbound traffic** to all IPs:

Port #	Protocol	Purpose	Application
443	TCP+UDP	Remote Management/video streaming	https, agent
123	TCP	Clock synchronization	NTP-clock sync
2088	UDP	Video streaming backup	ZIXI broadcaster

Port 123 TCP **and 443 TCP must be open for a Pixellot unit to stream. 443 UDP **or** 2088 UDP must also be open, but it does not require both.

The following ports are not required for a broadcast but are highly recommended for keeping Sportzcast equipment/software up to date.

Port #	Protocol	Purpose
1402	TCP	Sportzcast cloud connect
1403	TCP	Sportzcast remote support

DO NOT add any additional user accounts or change any user account settings

- DO NOT change the password
- DO NOT add the user to the school's domain
- *Adding/changing user account information affects the system's ability to automatically login after a reboot, which may result in events not broadcasting*

DO NOT change firewall settings (or add additional firewall/antivirus software)

- *Antivirus software consumes CPU resources and can disrupt network traffic*

DO NOT make the computer inaccessible

- *Make sure you can access the machine if necessary*

DO NOT leave a monitor, keyboard, mouse, or any other external device plugged in

- *Leaving these plugged in may affect our Support team's ability to remotely access the system for troubleshooting*

DO NOT use the computer for anything unless specifically directed by NFHS Network Support

Network Configuration to Watch Video

Open all TCP traffic on ports 80 and 443 for nfhsnetwork.com and all subdomains.

Open all TCP traffic on ports 80 and 443 for w.sharethis.com.

Video Stream/Data Transmission

1. All video data is transferred from Pixellot to the NFHS Network Servers using Real-Time Messaging Protocol (RTMP)
2. The NFHS Network Servers are all hosted using Amazon Web Services (AWS) in the North Virginia (US East) Data Centers
3. Once received by the NFHS Network, the video data is transcoded using automated servers (no human involvement), and then stored in the AWS S3 Storage Buckets (again hosted on AWS North Virginia)
4. The video is distributed to consumers using HTTP Live Streaming (HLS) using the AWS CloudFront Content Distribution Network

Additional Note:

You may need to disable any content filters or filtering applications for the VPU's IP address.

EXHIBIT B

NFHS NETWORK COMMERCIAL MATERIALS GUIDELINES

Advertising that shall be false, misleading, deceptive, offensive or in poor taste shall be subject to rejection. All advertisements must comply with the applicable laws, rules and regulations of the state associations and/or school Schools that govern the applicable broadcast.

Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without prior consent, which such consent may be withheld for any reason whatsoever. These categories include the following:

1. Advocacy Advertisements. An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position.
2. Cigarettes or Tobacco Advertisements.
3. Betting or Gambling Advertisements.
4. Firearms Advertisements.
5. 900 Phone Number Advertisements.
6. Contraceptive Advertisements.
7. Tattoo Parlor and Body Piercing Advertisements.
8. "NC-17" Rated Movie Advertisements.
9. Adult Entertainment Advertisements.
10. "R" Rated Movie Advertisements.
11. "M" Rated Electronic (computer or video) Games Advertisements.
12. Hard Liquor Advertisements.
13. Beer, Wine, or other Alcoholic Beverage Advertisements
14. "High Risk" Investments (e.g., commodities, options, foreign exchange) Advertisements.
15. "High Risk" Business Opportunities (e.g., "get rich quick" schemes and business opportunities) Advertisements.
16. "High Risk" Health Offerings.

EXHIBIT C

PLAYON INSTALLATION OF PIXELLOT SYSTEM: GUIDELINES

Hardware	<p>NFHS Network will provide all hardware for the Pixellot System, including:</p> <ul style="list-style-type: none"> • Camera Head • Computer • Scoring Device (either Sportzcast or OCR Camera) • P2P System (if necessary) • Standard installation/ mounting accessories <p><i>If School wants to use a different P2P system, School must pay for and install it.</i></p>
Conduit	<p>NFHS Network will provide and install up to 50' of cable protection anywhere cable is exposed (i.e. accessible by students, etc.)</p> <p>The following areas are NOT considered exposed:</p> <ul style="list-style-type: none"> ▪ Gym ceiling infrastructure ▪ Above drop ceilings ▪ School areas off-limits to general student body (e.g. press boxes, network closets, etc.) <p><i>If School wants to use a specific type of cable protection or have it installed in a non-exposed area, it must be approved by NFHS Network. School will be responsible for additional materials and labor costs.</i></p> <p><i>NFHS Network will not paint cable or cable protection.</i></p>
Lifts	<p>If School does <i>not</i> have a lift that we can use, NFHS Network will provide a scissor lift (up to 26 ft).</p> <p><i>If installation requires a different lift that is more expensive (over \$500), School must pay the difference in cost.</i></p> <p><i>If School requests floor protection, School must provide it.</i></p>
Cabling	<p>NFHS Network will provide and install all cabling for the Pixellot System and Score Device.</p> <p><i>If School wants to use a different/ specific type of cable, it must be approved by NFHS Network and must be provided by School.</i></p>
Miscellaneous	<p>NFHS Network will <i>NOT</i> perform the following:</p> <ul style="list-style-type: none"> • Roof penetrations • Run cable through plenum spaces • Install a backboard for the Computer cabinet • Install power outlets • Install internet jacks • Run cables from the Pixellot System to School's audio equipment (or any other equipment that is not part of the Pixellot System)

I agree that I have read and understand the information outlined above: _____

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION: Operations
ITEM: 5D. Designating Deputy Treasurer
COMMENTS BY: David Boone, Chair

The law allows a board to combine and delegate the duties of the offices of clerk and treasurer to a single person who is employed by the district in its business office. A resolution is required if the duties of the clerk and treasurer are delegated.

Recommended Action: Approve designating Greg Hein, Executive Director of Finance, and Virginia Verbrugge, Assistant Director of Finance, to the position of Deputy Treasurer.

Resolution Designating Deputy Treasurer – September 8, 2020

	Yes	No	Abstention
Helen Bassett	_____	_____	_____
David Boone	_____	_____	_____
Mike Herring	_____	_____	_____
Pam Lindberg	_____	_____	_____
Sam Sant	_____	_____	_____
Sherry Tyrrell	_____	_____	_____
John Vento	_____	_____	_____

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____

Resolution
Designating the Deputy Treasurer
Robbinsdale Area Schools

WHEREAS, Minnesota Statutes 123B.14, Subd. 1, empowers the School Board to combine the duties of the offices of Clerk and Treasurer of the School Board in one person in the Office of Business Affairs of the School District;

WHEREAS, the School Board outlines the Duties of Officers in Section IV of the Independent School District No. 281 Robbinsdale Area Schools Bylaws;

WHEREAS, the School District has decided to combine the duties of the Clerk and Treasurer in two individuals in the Finance Department;

THEREFORE, BE IT RESOLVED THAT Greg Hein, Executive Director of Finance, and Virginia Verbrugge, Assistant Finance Director, of the School District are designated as the Deputy Treasurers by the School Board of Independent School District No. 281 to perform the duties of Clerk and Treasurer of the District as outlined in the Bylaws.

Moved by:

Seconded by:

The following voted in favor:

The following voted against:

WHEREUPON the resolution was declared adopted.

School Board Clerk

Date

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION: Operations
ITEM: 5E. Approval of Superintendent Evaluation Tool
COMMENTS BY: Pam Lindberg, Clerk

Please find the newly retooled superintendent evaluation (August 2020), customized for use by the RAS Board of Education in providing feedback and elements of growth for our District’s leader.

We have pared the previous 49 elements to 21, a more reasonable number of valuable superintendent competencies and specific goals for our District. Board members have been involved in editing this document to make it more useful, user friendly and to address areas of growth for our one employee. We have drawn from the MSBA model, our own learning of what is important to evaluating a superintendent and our superintendent (current and past) has contributed to this evaluation tool.

This is a guide and your responses will be used to guide our leader. The feedback is paramount to growth of our superintendent and to the Board of Education. Please take some thoughtful time to respond to your thoughts of these 21 elements. Use of empathy, as well as critical thinking is much appreciated. Score each element as a 1-5; 1 representing a score that has not been met and needs to be addressed, used for improvement and growth and demonstrated to the Board of Education. By contrast, a 5 is stellar and has been achieved.

Recommended Action: Approve Superintendent Evaluation Tool.

Approval of Superintendent Evaluation Tool – September 8, 2020

	Yes	No	Abstention
Helen Bassett	_____	_____	_____
David Boone	_____	_____	_____
Mike Herring	_____	_____	_____
Pam Lindberg	_____	_____	_____
Sam Sant	_____	_____	_____
Sherry Tyrrell	_____	_____	_____
John Vento	_____	_____	_____

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____ 47 _____

Standard	Elements (21)	Measurable Progress Indicators
Governance Team	<ul style="list-style-type: none"> ● Goals ● Unified District Vision ● Strategic Priorities ● Roles and responsibilities ● Policy implementation ● Information for decision-making ● School Board questions and development (Work Session model) 	
School District Finances	<ul style="list-style-type: none"> ● Budget development and maintenance 	
Communication & Community Relations	<ul style="list-style-type: none"> ● Community engagement <ul style="list-style-type: none"> ○ Relationship-building ○ Informs community as a whole ● Advocacy ● Visibility and approachability 	
School District Operations	<ul style="list-style-type: none"> ● Oversight of the Executive Directors/Directors including but not limited to: <ul style="list-style-type: none"> ○ Finance ○ Communications ○ Human Resources ○ Assessment ○ Special Education ○ Student Services ○ Operations and safety ○ Facilities and maintenance ○ Food Service ○ Technology ○ Transportation <ul style="list-style-type: none"> ■ School Start Time 	
Teaching and Learning	<ul style="list-style-type: none"> ● Professional knowledge of teaching and learning, including but not limited to: <ul style="list-style-type: none"> ○ Curriculum and instruction ○ Special education 	
Student Services	<ul style="list-style-type: none"> ● Student engagement and feedback ● Student supports, including but not limited to: <ul style="list-style-type: none"> ○ Emotional health and social needs ○ Safety and security 	
Ethical and Inclusive Leadership	<ul style="list-style-type: none"> ● Equity policy / plan implementation ● Ethics and professional behavior ● Interactions with staff, students, and community ● Professional practice ● Diverse communities ● Cultural competency 	

PART 2: DEVELOPING A GOALS- AND STANDARDS-BASED EVALUATION

Planning is essential to developing an effective goals- and standards-based evaluation. A goal establishes shared expectations for the superintendent's individual job performance. Standards focus on objectives the school district is directed toward. Goals- and standards-based evaluations are important because they help communicate expectations to the superintendent regarding individual improvement and district-level aspirations.

To set goals and standards, the school board must decide how the superintendent should spend the bulk of his or her time to help the school district meet its strategic priorities and goals. The school board and superintendent team must decide the areas that are most in need of the superintendent's attention.

The school board and superintendent are encouraged to develop the evaluation criteria and processes that meet their school district's needs. A hybrid approach that includes a limited number of performance goals and standards may be most helpful to the school board and superintendent. The process of setting performance goals, selecting the standards, and conducting the evaluation can be divided into three steps:

Step 1: Establish goals and standards

Step 2: Schedule and hold a mid-year formative evaluation meeting

Step 3: Schedule and hold an end-of-year summative evaluation meeting

Each step of the process is outlined below.

Step 1: Establish Goals and Select Standards

The school board and superintendent establish two or three district-focused goals and one or two professional development goals for the superintendent. The goals should be clearly aimed at improving student learning, the climate for student learning, and other specific areas of operational oversight. The goals detail expectations for the superintendent to accomplish during the next twelve months, understanding that circumstances may necessitate modifications during the year. Minnesota Rules 3512.0510, which can be helpful in setting superintendent goals, can be found beginning on page A-10.

When possible, measurable progress indicators (the evidence the school board expects to receive from the superintendent for use in determining whether the goals have been accomplished) should be mutually agreed upon by the school board and superintendent. Each measurable progress indicator should be clear, understood by both the school board and superintendent, and recorded under the goal. The sample document found on page A-1 details two possible superintendent goals and evidence associated with each goal.

Once the goals have been selected and the relevant evidence is identified, the school board and superintendent work together to identify standards to be assessed based on the school district's strategic goals and priorities. Each standard includes specific elements that further define the superintendent's responsibilities within the standard. The level of performance is progressive in nature and moves from ineffective to highly effective.

Each standard will not be assessed annually. Each year, the parties will select two or three standard(s) and all or some of the elements within the selected standard(s). Lastly, a standard may support (an) established

superintendent goal(s), school district goal(s), or a clearly defined operational or organizational area of focus. A list of eight possible standards and associated elements is provided below. A sample completed evaluation form that includes both goals- and standards-based criteria can be found beginning on page A-4.

Evidence of performance for each goal (measures and/or progress indicators for each goal) that the superintendent must provide should also be identified.

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION: Consent Agenda
ITEM: 6. Consent Agenda
COMMENTS BY: David Boone, Board Chair

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

- A. Administrative – draft minutes from August 17, 2020
- B. Personnel Matters
- C. Financial Matters - contracts

Recommended Action: Approve the Consent Agenda items.

Approve Consent Agenda – September 8, 2020

	Yes	No	Abstention
Helen Bassett _____	_____	_____	_____
David Boone _____	_____	_____	_____
Mike Herring _____	_____	_____	_____
Pam Lindberg _____	_____	_____	_____
Sam Sant _____	_____	_____	_____
Sherry Tyrrell _____	_____	_____	_____
John Vento _____	_____	_____	_____

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Abstentions: _____

***Approved xxxx*

A Regular Meeting of the School Board of Robbinsdale Area Schools was held Monday, August 17, 2020, beginning at 7:00 PM. Pursuant to Minn. Statute 13D.021, the meeting was held by teleconference. A recording of the meeting can be found at <https://rdaleorg./discover/school-board>, School Board Meeting Webcasts tab.

Call to Order and Roll Call

Chair Boone called the meeting to order at 7:03 p.m. Directors present: David Boone, Helen Bassett, Mike Herring, Pam Lindberg, Sam Sant, Sherry Tyrrell, and John Vento; and Dr. Stephanie Burrage, Interim Superintendent. Director(s) absent: none. There was a quorum; meeting was called to order.

Acceptance of the Agenda

Chair Boone asked for a motion to accept the Regular Meeting agenda for July 20, 2020 after pulling agenda items 5A and 5G. MOTION: Director Vento moved approval and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Vento, Bassett, Herring, Boone, Tyrrell, Sant, and Lindberg. And the following voted against the same: none. Said motion was declared duly passed.

Sharing the Success

- A. Introduction of New Principals, Principals with New Assignments, New Assistant Principals and Assistant Principals with New Assignments, and New Program Directors
- B. Robbinsdale Rapid Report

Superintendent's Report

Dr. Stephanie Burrage, Interim Superintendent, shared an update on Smart Start 2020.

Operations

- A. Approval of Resolution Affirming the Unified District Vision and Equity Policy - Removed
- B. Second Reading and Approval of Policy 503: Student Attendance
MOTION: Director Sant moved approval and Director Vento seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, Mike Herring, David Boone, Helen Bassett, Sherry Tyrrell, Sam Sant, and Pam Lindberg. And the following voted against the same: none. Said motion was declared duly passed.
- C. Second Reading and Approval of Policy 515: Protection and Privacy of Student Records
MOTION: Director Tyrrell moved approval and Director Bassett seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, Mike Herring, David Boone, Helen Bassett, Sherry Tyrrell, Sam Sant, and Pam Lindberg. And the following voted against the same: none. Said motion was declared duly passed.
- D. Second Reading and Approval of Policy 532: Use of Peace Officers and Crisis Teams to Remove Students with IEP's from School Grounds
MOTION: Director Vento moved approval and Director Tyrrell seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, David Boone, Helen Bassett, Mike Herring, Sam Sant, Sherry Tyrrell, and Pam Lindberg. And the following voted against the same: none. Said motion was declared duly passed.
- E. Approval of Resolution Accepting Donations
MOTION: Director Bassett moved approval and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, Mike Herring, David Boone, Helen Bassett, Sherry Tyrrell, Sam Sant, and Pam Lindberg. And the following voted against the same: none. Said motion was declared duly passed.

F. Designation of Identified Official with Authority (IOwA) for the MDE External User Access Recertification System
The Minnesota Department of Education (MDE) requires school districts to annually designate an Identified Official with Authority (IOwA) to comply with State Access Control Security Standard 1.0 which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA). The Interim Superintendent recommends the Board authorize Marti Voight, Interim Assistant Superintendent, to act as the Identified Official with Authority for the Robbinsdale Public School District 0281-01.

MOTION: Director Bassett moved approval and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, David Boone, Helen Bassett, Mike Herring, Sherry Tyrrell, Sam Sant, and Pam Lindberg. And the following voted against the same: none. Said motion was declared duly passed.

G. Approval Appointment of Deputy Treasurer – removed

H. Approval of Next Steps towards Changing School Start Times for School Year 2021-2022

MOTION: Director Herring moved approval and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, David Boone, Helen Bassett, Mike Herring, and Sam Sant. And the following voted against the same: Directors Sherry Tyrrell and Pam Lindberg. Said motion was declared duly passed by a 5-2 vote.

I. Approval of Finance Advisory Council Members Appointments

Director Tyrrell reviewed the FAC appointment process and moved to appoint O. Barry Rogers and Greg Kugler as FAC Members. MOTION: Director Lindberg moved approval and Director Bassett seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, David Boone, Helen Bassett, Mike Herring, Sherry Tyrrell, Sam Sant, and Pam Lindberg. And the following voted against the same: none. Said motion was declared duly passed

Consent Agenda

Consent Agenda items include administrative, personnel matters, and financial matters. Items approved included the tentative agreements for program assistants, program directors and education assistants.

MOTION: Director Tyrrell moved approval and Director Vento seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, Mike Herring, David Boone, Helen Bassett, Sherry Tyrrell, Sam Sant, and Pam Lindberg. And the following voted against the same: none. Said motion was declared duly passed.

Board Reports

Each month Board Members share updates from their different committee assignments and attendance at district and community events. Before the Regular Meeting, Director Bassett facilitated the Listening Time held at 6 p.m. by teleconference. One community member submitted a listening session request form with the topic including an update from the Cooper High School Alumni Association. A parent also address the Board members regarding her concerns for the start of the new school year.

Announcements

Adjournment

MOTION: Director Lindberg moved approval and Director Herring seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors John Vento, Mike Herring, David Boone, Helen Bassett, Sherry Tyrrell, Sam Sant, and Pam Lindberg. And the following voted against the same: none. Meeting was adjourned.

Prepared and submitted by:

Nichol Sutton

Assistant Clerk, Robbinsdale Area Schools

Executive Assistant to the Superintendent and School Board

Signed: _____
Clerk, Independent School District 281

Date: _____

8B2. Licensed Personnel

8B2a. Change in Assignment

	Name	Building	Title	Eff Date
8B2a1.	Jeffrey Rogers	AHS	Education Assistant to Teacher	07/19/20

8B2b. Deceased

	Name	Building	Title	Eff Date
8B2b1.	Kristin MH Peterson	MLE	Teacher	07/19/20

8B2c. New Hires

	Name	Building	FTE/Title	Lane	Step	Eff Date
8B2c1.	Sydney Franz	NPE/NOE	1.0/Nurse	BA	4	08/31/20
8B2c2.	Rebecca Kolar	NPE	1.0/Sp Ed	BA45	6	08/31/20
8B2c3.	Madeline McNeil	CHS	.8/Art	BA	5	08/31/20
8B2c4.	Martha Melin	ENE/RSI	1.0/Nurse	BA	2	08/31/20
8B2c5.	Nancy Misfeldt	NHLC	1.0/ECFE Coordinator	BA60	9	08/10/20
8B2c6.	Kristian Mundahl	FAIR Crystal	.4/Social Studies	MA	2	08/31/20
8B2c7.	William Radtke	CHS	1.0/Sp Ed	MA	6	08/31/20
8B2c8.	Rena Stinar	RMS	.8/Phy Ed	BA45	9	08/31/20
8B2c9.	Jacob Turnbloom	PMS	1.0/Social Worker	MA	10	08/31/20

8B2d. Rehire

	Name	Building	Title	Eff Date
8B2d1.	Erin Haefs	FAIR PL/LVE/Sacred Heart	1.0/Nurse	08/31/20

8B2e. Resignation/Retirement

	Name	Building	Title	Eff Date
8B2d2.	Trista Bejarno	NPE/NOE/SOE/MLE	Music	07/09/20
8B2d3.	Sonjae Blanks	ENE	Gr 4	08/18/20
8B2d4.	Raya Israelson	PMS/FAIR	Social Studies	08/07/20
8B2d5.	Marie Kruskop	NHLC	Early Childhood	08/17/20
8B2d6.	April Lipkie	NHLC	Early Childhood	06/04/20
8B2d7.	Jason Potts	AHS	Phy Ed	06/04/20
8B2d8.	Matthew Randall	On leave	Gr 1	09/02/20
8B2d9.	Cara Rieckenberg	SEA	TOSA	07/20/20

8B1. Non-Licensed Personnel

8B1a. Leave of Absence

Name	Building	Title	Eff Date
8B1a1. Jessica Ore	SMS	Child Nutrition	09/08/20- 06/09/21

8B1b. New Hire

Name	Building	FTE/Title	Lane	Step	Eff Date
8B1b1. Salma Abdi	SOE/FAIR-PL	Program Assistant	LV7	3	09/08/20
8B1b2. Toya Stewart Downey	ESC	Executive Director			08/31/20
8B1b3. Marna Gisvold	ESC	Office Employee	CATIV	4	08/19/20
8B1b4. Todd Goettsche	AHS	Monitor EA	CL1	3	09/08/20
8B1b5. Hannah Gravitt	MLE	Office EA	CL2	3	09/08/20
8B1b6. Consuelo Gutierrez	RSI	Program Assistant	LV7	5	09/08/20
8B1b7. Jordan Samejima	PMS	Program Assistant	LV7	3	08/31/20
8B1b8. Shad Williams	NOE/FAIR-PL	Program Assistant	LV7	3	09/08/20

8B1c. Resignation/Retirement

Name	Building	Title	Eff Date
8B1c1. Jasmine Bridges	CHS	Special Ed EA	06/03/20
8B1c2. Yahsmene Butler	AHS	Office Employee	09/04/20
8B1c3. Ukee Dozier	ESC	Program Director	08/28/20
8B1c4. Lora Hagel (12 yrs.)	SOE	Child Nutrition	09/04/20
8B1c5. Suzanne Lindquist (8 yrs.)	CHS	Tutor EA	08/20/20
8B1c6. Emily Luithly	NHLC	ECFE EA	09/02/20
8B1c7. Portia Moore	SOE	Tutor EA	09/03/20
8B1c8. Natalie Parker	PMS	Tutor EA	08/25/20
8B1c9. Marley Ritchie	MLE	ECFE EA	09/01/20
8B1c10. Roshonda White	NOE	Program Assistant	08/24/20
8B1c11. Kiarra Zackery	SOE	Program Assistant	08/28/20

September 8, 2020

Contracts

<u>Item</u>	<u>Business</u>	<u>School/Program</u>	<u>Amount</u>	<u>Purpose</u>
1	Active Solutions	Youth & Adult Enrichment	\$1,000	Community Ed Instructor for the 2020-21 school year
2	Advantage Education Programs	Youth & Adult Enrichment	3,000	Community Ed Instructor for the 2020-21 school year
3	Anoka Hennepin Community Education	Youth & Adult Enrichment	1,500	Community Ed Instructor for the 2020-21 school year
4	Artistic Moments	Youth & Adult Enrichment	2,000	Community Ed Instructor for the 2020-21 school year
5	ASL Interpreting Services	Districtwide	\$128-\$140 per request	Translation services July 1, 2020-June 30, 2021
6	CDW-G	Districtwide	39,250	Zoom Software September 1, 2020-September 1, 2021
7	City of New Hope	Youth & Adult Enrichment	10,000	Community Ed Instructor for the 2020-21 school year
8	Creation Station Media-Intercultural Innovations, Inc.	Achievement and Integration	20,000	Professional development July 17, 2020-June 30, 2021
9	Crossfit City of the Lakes	Youth & Adult Enrichment	2,000	Community Ed Instructor for the 2020-21 school year
10	Dance Unlimited	Youth & Adult Enrichment	3,500	Community Ed Instructor for the 2020-21 school year
11	DeKanick, Brad	Youth & Adult Enrichment	1500	Community Ed Instructor for the 2020-21 school year
12	DocuSign, Inc.	Districtwide	20,519	Electronic signature software September 1, 2020-August 31, 2021
13	Egan, Dan	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
14	Fair, Patricia	Youth & Adult Enrichment	2,000	Community Ed Instructor for the 2020-21 school year
15	Fischer, Mary	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
16	Fragale, Annette	Youth & Adult Enrichment	5,000	Community Ed Instructor for the 2020-21 school year
17	GBR Intrepreting and Translation Services	Districtwide	\$100-\$120 per request	Translation services July 1, 2020-June 30, 2021
18	Howard, Donna	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
19	Howard, Tom	Youth & Adult Enrichment	1,800	Community Ed Instructor for the 2020-21 school year
20	Hudson Magic	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
21	Ingina, LLC	Youth & Adult Enrichment	5,000	Community Ed Instructor for the 2020-21 school year
22	Jensen, Erica	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
23	LERN	Youth & Adult Enrichment	7,500	Community Ed Instructor for the 2020-21 school year
24	Luther College	Districtwide	\$207.25 4-6 week placement \$413.33 7-23 week placement	Student teaching agreement for the 2020-21 school year. Revenue to District.

September 8, 2020

Contracts

25	Lynch, Mike	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
26	Madus, Kirsten Olson	Youth & Adult Enrichment	1,500	Community Ed Instructor for the 2020-21 school year
27	Mehus, Robert	Youth & Adult Enrichment	6,000	Community Ed Instructor for the 2020-21 school year
28	Merry Time Arts	Youth & Adult Enrichment	5,000	Community Ed Instructor for the 2020-21 school year
29	MN Safety Council	Youth & Adult Enrichment	4,000	Community Ed Instructor for the 2020-21 school year
30	Mohn, Monica	Youth & Adult Enrichment	1,500	Community Ed Instructor for the 2020-21 school year
31	Mpls Engineering for Kids-Fun Engineerz, LLC	Youth & Adult Enrichment	3,000	Community Ed Instructor for the 2020-21 school year
32	Munson, Kim	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
33	Novak, Janice	Youth & Adult Enrichment	2,300	Community Ed Instructor for the 2020-21 school year
34	Novinska, Tod	Youth & Adult Enrichment	1,500	Community Ed Instructor for the 2020-21 school year
35	Ohman, Doug	Youth & Adult Enrichment	2,000	Community Ed Instructor for the 2020-21 school year
36	People Incorporated	Districtwide	66,600	Provide ancillary school linked mental health services July 1, 2020-June 30, 2021
37	Revolutionary Sports	Youth & Adult Enrichment	12,500	Community Ed Instructor for the 2020-21 school year
38	Rhombs, Craig	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
39	Richardson, Patric	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
40	Rubin, Tamara	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
41	Saint Mary's Univeristy of Minnesota	Districtwide	\$207.25 4-6 week placement \$413.33 7-23 week placement	Student teaching agreement for the 2020-21 school year. Revenue to District.
42	Science Explorers	Youth & Adult Enrichment	3,000	Community Ed Instructor for the 2020-21 school year
43	Severson, Laurel	Youth & Adult Enrichment	2,000	Community Ed Instructor for the 2020-21 school year
44	Skylab Glass Arts	Youth & Adult Enrichment	3,000	Community Ed Instructor for the 2020-21 school year
45	Stoen, Linda	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
46	Tech Academy	Youth & Adult Enrichment	10,000	Community Ed Instructor for the 2020-21 school year
47	Timm, Amy	Youth & Adult Enrichment	1,500	Community Ed Instructor for the 2020-21 school year
48	Timm, Ron	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year

September 8, 2020

Contracts

49	University of Minnesota-Duluth	Districtwide	\$207.25 4-6 week placement \$413.33 7-23 week placement	Student teaching agreement for the 2020-21 school year. Revenue to District.
50	Wayzata Area School Community Education	Youth & Adult Enrichment	1,000	Community Ed Instructor for the 2020-21 school year
51	Welsh, Nickie	Youth & Adult Enrichment	1,500	Community Ed Instructor for the 2020-21 school year
52	Wilson, Michael	Youth & Adult Enrichment	1,500	Community Ed Instructor for the 2020-21 school year
53	Wolvert, TL	Youth & Adult Enrichment	2,500	Community Ed Instructor for the 2020-21 school year
54	Young Rembrandts	Youth & Adult Enrichment	8,000	Community Ed Instructor for the 2020-21 school year
55	Youth Enrichment League	Youth & Adult Enrichment	10,000	Community Ed Instructor for the 2020-21 school year

Announcements | September 8, 2020

Welcome Back to School - Smart Start 2020!

Tuesday, September 15, 6:30 p.m. Redesign Family Service Collaborative

Monday, September 21, 6:00 p.m. School Board Listening Time

Monday, September 21, 7:00 p.m. School Board Regular Meeting

School Board of Robbinsdale Area Schools

Business Meeting – September 8, 2020

AGENDA SECTION: Adjournment
ITEM: 8. Adjournment
COMMENTS BY: David Boone, Board Chair

This agenda item will bring closure to the School Board Business meeting.

Recommended Action: Call the Business meeting to a close.

Adjournment – September 8, 2020

	Yes	No	Abstention
Helen Bassett	_____	_____	_____
David Boone	_____	_____	_____
Mike Herring	_____	_____	_____
Pam Lindberg	_____	_____	_____
Sam Sant	_____	_____	_____
Sherry Tyrrell	_____	_____	_____
John Vento	_____	_____	_____

Motion by: _____ **Yes:** _____ **Passed:** _____

Second by: _____ **No:** _____ **Failed:** _____

Time of Adjournment: _____