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**School Board of Robbinsdale Area Schools**

Business Meeting - June 7, 2021

**AGENDA SECTION:** Call to Order

**ITEM:** Roll Call Attendance

	<b>PRESENT</b>	<b>ABSENT</b>
Helen Bassett	_____	_____
David Boone	_____	_____
Greta Evans-Becker	_____	_____
Mike Herring	_____	_____
Pam Lindberg	_____	_____
Sam Sant	_____	_____
John Vento	_____	_____
Dr Stephanie Burrage, ex-officio	_____	_____



### School Board of Robbinsdale Area Schools

Business Meeting – June 7, 2021

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

**Recommended Action:** Approve business meeting agenda.

#### Acceptance of Business Meeting Agenda – June 7, 2021

	Yes	No	Abstention
Helen Bassett	_____	_____	_____
David Boone	_____	_____	_____
Greta Evans-Becker	_____	_____	_____
Mike Herring	_____	_____	_____
Pam Lindberg	_____	_____	- _____
Sam Sant	_____	_____	- _____
John Vento	_____	_____	_____

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

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

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



## School Board of Robbinsdale Area Schools

Business Meeting – June 7, 2021

**AGENDA SECTION:** Sharing the Success

**ITEM:** 3A. Special Recognition of the 2021 Education Assistant of the Year

**COMMENTS BY:** Dr. Stephanie Burrage, Interim Superintendent

The School Board and Interim Superintendent are pleased to recognize Annette Davis, 2021 Education Assistant of the Year!

Ms. Davis wears many hats but being a relationship-building educator is the one she finds most important. And as an education assistant in a center-based special education setting at Cooper High School, she builds those relationships with students in a lot of different ways. She builds trust with students, and demonstrates she, as an educator, is someone dependable to them.

Peter Eckhoff, president of the Robbinsdale Federation of Teachers, said Davis is an amazing educator, and most deserving of recognition.

“All of our education assistants work tirelessly to help meet the needs of each and every student in Robbinsdale Area Schools,” he said. “Ms. Davis is an amazing educator and represents the best-of-the-best that our district has to offer. We’re so proud of her.”

Ms. Davis is active in the community as a champion for equity and racial justice, as well as civic engagement and unionizing. She volunteers as an Executive and Cope Board member for the Minneapolis Regional Labor Federation, an Executive Board member for Education Minnesota’s Governing Board representing Election District X, and Co-Chair the commission for the People of Color Union Members and the African American Educators Forum. That’s all on top of her work as an EA at Cooper.

Typically, the winner of the EA of the Year award would be recognized during an in-person celebration co-hosted by the Robbinsdale Federation of Teachers and the Seven Dreams Education Foundation. However, this year, the event has been canceled due to COVID.

Congratulations, Ms. Davis for bringing a world class experience to the students in Robbinsdale Area Schools!



## School Board of Robbinsdale Area Schools

Business Meeting – June 7, 2021

**AGENDA SECTION:** Sharing the Success

**ITEM:** 3B. Special Recognition of the 2021 Teacher of the Year

**COMMENTS BY:** Dr. Stephanie Burrage, Interim Superintendent

The School Board and Interim Superintendent are pleased to recognize Susan Cunningham, 2021 Teacher of the Year!

Ms. Cunningham is a second-grade teacher at Lakeview Elementary School and is recognized as an exceptional teacher by her colleagues.

Coincidentally, this will be Cunningham's final year as a teacher. She's retiring when the school year ends in June. While she's proud of the award, Cunningham said she wouldn't be the teacher she is today without her teammates and colleagues at Lakeview, and of course her students and their families. "I would like to thank the Robbinsdale community for sharing their children with me and trusting me to be a part of their team. I have been, and continue to be, truly blessed and honored to be a teacher to so many children."

Typically, the winner of the Teacher of the Year award would be recognized during an in-person celebration co-hosted by the Robbinsdale Federation of Teachers and the Seven Dreams Education Foundation. However, this year the event has been canceled due to COVID-19.

Congratulations, Ms. Cunningham for bringing a world class experience to the students in Robbinsdale Area Schools!



## School Board of Robbinsdale Area Schools

Business Meeting – June 7, 2021

**AGENDA SECTION:** Sharing the Success

**ITEM:** 3C. Special Recognition of the Math and Reading Corp Tutors

**COMMENTS BY:** Dr. Stephanie Burrage, Interim Superintendent

The School Board and Interim Superintendent are pleased to recognize the Math and Reading Corp Tutors. We cannot express how much we've appreciated their great tutoring and support this school year.

Dr. Heather Hanson, Kelley DeLaCruz and Scott Broady will make a brief presentation.

With gratitude we recognize:

Michelle Slotto – FAIR School – Pilgrim Lane  
Mathea Spranger – FAIR School – Pilgrim Lane  
Elaine Corcoran – FAIR School – Pilgrim Lane  
Kevin Zimmerman – FAIR School – Pilgrim Lane  
Steven Frankel – FAIR School – Pilgrim Lane  
Bridget Person – Forest Elementary  
Kaitlyn Cafferty – Forest Elementary  
Katie Bohler – Forest Elementary  
Shayna Anderson – Forest Elementary  
Cameron Nettle – Northport Elementary  
Karen Ba – Northport Elementary  
Sha Xiong – Northport Elementary  
Yvonne Turner – Robbinsdale Spanish Immersion  
Pat Vincent – Robbinsdale Spanish Immersion  
Laura Pierson – School of Engineering and Arts  
Christine Chow – School of Engineering and Arts  
Michelle Ecklund – School of Engineering and Arts  
John Lapointe – School of Engineering and Arts  
Zachary Benson – School of Engineering and Arts



## School Board of Robbinsdale Area Schools

Business Meeting – June 7, 2021

**AGENDA SECTION:** Operations

**ITEM:** 4A. Approval of District 287 LTFM Plan

**COMMENTS BY:** Jeff Connell, Executive Director of Facilities, Operations, and Transportation

**RECOMMENDATION:** School Board approve by resolution, Intermediate District 287’s Long-Term Facility Maintenance Program, and authorize the inclusion of the proportionate share of revenue in our application.

**DISCUSSION:** The 2015 Legislature established a Long-Term Facility Maintenance Revenue (LTFMR) program and allows Intermediate District participation provided approval is received from member districts. The Intermediate District 287 board approved their LTFM plan for the 2022-23 school year in the amount of \$917,000 of which District No. 281’s proportionate share is \$133,745.37, consisting of \$66,515.35 pay as you go projects and \$67,230.02 for debt service payments on the 2017B Facilities Maintenance Bonds (\$5,400,000 issue). The member districts pay their proportionate share of bond payments and pay-as-you-go projects as indicated on the LTFM Coop Allocation Form. The change in levy amount from Payable 2021 to Payable 2022 is a reduction of \$7,743.90. See the attached documents for details.

### Acceptance of Intermediate District 287 LTFM Plan – June 7, 2021

	Yes	No	Abstention
Helen Bassett _____	_____	_____	_____
David Boone _____	_____	_____	_____
Greta Evans-Becker _____	_____	_____	_____
Mike Herring _____	_____	_____	_____
Pam Lindberg _____	_____	_____	_____
Sam Sant _____	_____	_____	_____
John Vento _____	_____	_____	_____

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

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

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

EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD OF  
SCHOOL DISTRICT No. 281  
(Robbinsdale Area Schools)  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of School District No. 281, State of Minnesota, was held on \_\_\_\_\_, at \_\_\_\_\_ m., for the purpose, in part, of approving the Intermediate School District No. 287's Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects and related debt service payments in the district's application for long-term facility maintenance.

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

**RESOLUTION APPROVING INTERMEDIATE SCHOOL DISTRICT  
NO. 287'S LONG-TERM FACILITY MAINTENANCE PROGRAM  
BUDGET AND AUTHORIZING THE INCLUSION OF A  
PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S  
APPLICATION FOR LONG-TERM FACILITY MAINTENANCE  
REVENUE**

BE IT RESOLVED by the School Board of District No. 281, State of Minnesota, as follows:

1. The School Board of Intermediate School District 287 has approved a long-term facility maintenance program budget for its facilities for the 2022-23 (fiscal year 2023) school year in the amount of \$ 917,000 of which District No. 281's proportionate share is \$ 133,745.37, consisting of \$ 66,515.35 for pay as you go projects and \$ 67,230.02 for debt service payments on the 2017B Facilities Maintenance Bonds. The various components of this program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved. (Exhibit A)
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total

cost of the intermediate school district long-term facility maintenance program times a three year weighted average adjusted pupil units formula. For 2022-23, (FY 2023) the long-term facility maintenance costs shall be funded through annual levy. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application for FY 2023 is hereby approved, subject to approval by the Commissioner of Education. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

4. Pursuant to Minnesota Statutes Section 123B.595, Subdivision 3, the intermediate district issued \$5,065,000 Facilities Maintenance Bonds, Series 2017B. Such bonds are payable from long-term maintenance revenue transferred by each member district. This district hereby covenants to adopt in each fiscal year during the term of such bonds, a resolution authorizing the inclusion in the application for long-term facilities maintenance revenue the District's proportionate share for such fiscal year of debt service on such bonds.

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was approved and adopted by the school board of Independent School District No. 281.

STATE OF MINNESOTA

COUNTY OF HENNEPIN

I, the undersigned, being the duly qualified and acting Clerk of School District No. 281, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. 281, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Intermediate School District No. 287's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the Intermediate School District's long-term

facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clerk

School District No. \_\_\_\_\_

**RESOLUTION APPROVING INTERMEDIATE DISTRICT 287'S LONG TERM FACILITY MAINTENANCE PROGRAM BUDGET AND AUTHORIZING THE ALLOCATION TO THE MEMBER DISTRICTS**

Pursuant to due call and notice thereof, a School Board meeting of Intermediate School District No. 287, State of Minnesota, was held on April 8, 2021 at 6:30 p.m., for the purpose in part, of approving the District's Fiscal Year (FY) 23 Long-Term Facility Maintenance budget and authorizing the allocation of a proportionate share of Intermediate School District's long-term facility maintenance projects and related debt service payments to each member district for inclusion in each member district's application for long-term facility maintenance.

Andrea Cuene introduced the following resolution and moved its adoption:

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

1. The School Board of Intermediate District 287 hereby approves a long term facility maintenance program budget for its facilities for the 2022-23 school year in an amount not to exceed \$917,000, of which \$456,050 is for pay as you go projects and \$460,950 is for debt service payments on the 2017B Facilities Maintenance Bond. The various components of this program budget are attached as Exhibit A hereto and are incorporated herein by reference and District administration is directed to apply to the Commissioner of the Department of Education for approval.
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate district's long term facility maintenance budget is approved by the school boards of each of the intermediate's member districts, each member district may include its proportionate share of the costs of the intermediate program in its long term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times a three year weighted average adjusted pupil units formula. For school year 2022-23 (fiscal year 23), the long-term facility maintenance costs shall be funded through annual levy. The allocation of this proportionate share in the district's long-term facility maintenance revenue application for FY 23 is hereby approved, subject to approval by the Commissioner of Education. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the member district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

4. Pursuant to Minnesota Statutes, section 123B.595, subdivision 3, the intermediate district issued \$5,065,000 Facilities Maintenance Bonds, Series 2017B. Such bonds are payable from long-term maintenance revenue transferred by each member district. This district hereby covenants to adopt in each fiscal year during the term of such bonds, a resolution authorizing the inclusion in the application for long-term facilities maintenance revenue the District's proportionate share for such fiscal year of debt service on such bonds.

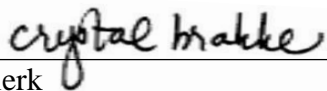
The motion for the adoption of the foregoing resolution was duly seconded by Member Sam Sant and upon vote being taken thereon, the following voted in favor thereof: Andreson, Brakke, Casey, Casey, Cuene, Dallas, Kunz, Marty, Mosquenda-Jones, Neville, and Sant and the following voted against the same: None.

STATE OF MINNESOTA

COUNTY OF HENNEPIN

I, the undersigned, being the duly qualified and acting Clerk of Intermediate School District No. 287, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Intermediate School District No. 287 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Intermediate School District 287's long term facility maintenance program budget and authorizing the allocation of a proportionate share of Intermediate School District's long-term facility maintenance projects and related debt service payments to each member district for inclusion in each member district's application for long-term facility maintenance.

WITNESS MY HAND officially as Clerk this 8th day of April 8, 2021.

  
\_\_\_\_\_  
Clerk  
Intermediate School District 287

10 Year Plan Expenditure Application

	Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266	<b>Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only</b>	ED - 02478-06
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Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.		Enter Information	
District Name:	Intermediate District #287	Date:	07/31/21
District Number:	287	Email:	mlhawkins@district287.org
District Contact Name:	Mae L. Hawkins, Executive Director of Business Services		
Contact Phone #	763-550-7156		

		Fiscal Year (FY) Ending June 30											
Expenditure Categories		2021 (base year)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.													
<b>Finance Code</b>	<b>Category (1)</b>												
347	Physical Hazards	\$32,000	\$32,960	\$32,992	\$30,960	\$32,960	\$33,949	\$33,949	\$34,967	\$34,967	\$36,028	\$36,028	\$37,109
349	Other Hazardous Materials	\$24,600	\$22,000	\$22,000	\$41,000	\$22,000	\$22,660	\$22,660	\$23,366	\$42,366	\$24,067	\$24,067	\$24,789
352	Environmental Health and Safety Management	\$50,000	\$51,658	\$51,658	\$51,658	\$51,658	\$51,679	\$51,679	\$51,679	\$51,679	\$51,679	\$51,679	\$51,679
358	Asbestos Removal and Encapsulation	\$15,000	\$0	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$52,000	\$43,500	\$35,000	\$32,432	\$35,032	\$36,083	\$36,083	\$37,165	\$37,165	\$38,280	\$38,280	\$39,429
366	Indoor Air Quality	\$4,000	\$15,120	\$5,000	\$5,000	\$5,150	\$5,305	\$5,605	\$5,773	\$5,773	\$5,946	\$5,946	\$6,124
	<b>Total Health and Safety Capital Projects</b>	<b>\$177,600</b>	<b>\$165,238</b>	<b>\$148,650</b>	<b>\$161,050</b>	<b>\$146,800</b>	<b>\$149,676</b>	<b>\$149,976</b>	<b>\$152,950</b>	<b>\$171,950</b>	<b>\$156,000</b>	<b>\$156,000</b>	<b>\$159,130</b>
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year													
<b>Finance Code</b>	<b>Category (2)</b>												
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$61,375	\$61,375	\$0	\$0	\$0	\$0	\$0
	<b>Total Health and Safety Capital Projects \$100,000 or More</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$61,375</b>	<b>\$61,375</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151													
<b>Finance Code</b>	<b>Category (3)</b>												
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Remodeling for Approved Voluntary Pre-K Projects</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Accessibility													
<b>Finance Code</b>	<b>Category (4)</b>												
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Accessibility Projects</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Deferred Capital Expenditures and Maintenance Projects													
<b>Finance Code</b>	<b>Category (5)</b>												
368	Building Envelope	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
369	Building Hardware and Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
370	Electrical	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,800	\$84,070
379	Interior Surfaces	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,000	\$69,850	\$0	\$0	\$0
380	Mechanical Systems	\$246,850	\$111,312	\$0	\$295,000	\$0	\$247,250	\$120,000	\$0	\$214,000	\$216,000	\$0	\$0
381	Plumbing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$84,000	\$85,000	\$0
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$0	\$0	\$307,400	\$0	\$0	\$0	\$125,850	\$215,250	\$0	\$0	\$125,000	\$215,000
384	Site Projects	\$0	\$175,000	\$0	\$0	\$310,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Total Deferred Capital Expenditures and Maintenance Projects</b>	<b>\$276,850</b>	<b>\$286,312</b>	<b>\$307,400</b>	<b>\$295,000</b>	<b>\$310,000</b>	<b>\$247,250</b>	<b>\$245,850</b>	<b>\$303,250</b>	<b>\$283,850</b>	<b>\$300,000</b>	<b>\$300,800</b>	<b>\$299,070</b>
	<b>Total Annual 10-Year Plan Expenditures</b>	<b>\$454,450</b>	<b>\$451,550</b>	<b>\$456,050</b>	<b>\$456,050</b>	<b>\$456,800</b>	<b>\$458,301</b>	<b>\$457,201</b>	<b>\$456,200</b>	<b>\$455,800</b>	<b>\$456,000</b>	<b>\$456,800</b>	<b>\$458,200</b>
	<b>Information only -Debt Service Payments on LTFM Bond</b>	<b>\$460,550</b>	<b>\$464,950</b>	<b>\$460,950</b>	<b>\$461,450</b>	<b>\$461,200</b>	<b>\$460,200</b>	<b>\$461,800</b>	<b>\$462,800</b>	<b>\$463,200</b>	<b>\$463,000</b>	<b>\$462,200</b>	<b>\$460,800</b>
	<b>Total LTFM Expenditures/Required Levy</b>	<b>\$915,000</b>	<b>\$916,500</b>	<b>\$917,000</b>	<b>\$917,500</b>	<b>\$918,000</b>	<b>\$918,501</b>	<b>\$919,001</b>	<b>\$919,000</b>	<b>\$919,000</b>	<b>\$919,000</b>	<b>\$919,000</b>	<b>\$919,000</b>

13

Fund Balance Section													
<b>Fund 01</b>													
	Beginning Fund Balance 01-467-XX	\$530,174	\$319,095	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue - Levy	\$454,450	\$451,550	\$456,050	\$456,050	\$456,800	\$458,301	\$457,201	\$456,200	\$455,800	\$456,000	\$456,800	\$458,200
	LTFM Fiscal Year Revenue - AID if Applicable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT if applicable (COVID-19) by End of Fiscal Year (06-30-20)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$665,529	\$770,645	\$456,050	\$456,050	\$456,800	\$458,301	\$457,201	\$456,200	\$455,800	\$456,000	\$456,800	\$458,200
	<b>Ending Fiscal Year Fund Balance 01-467-XX</b>	<b>\$319,095</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund 06</b>													
	Beginning Fund Balance 06-467-XX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT if applicable (COVID-19) by End of Fiscal Year (06-30-20)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	<b>Ending Fiscal Year Fund Balance 06-467-XX</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

End of worksheet



Division of School Finance  
1500 Highway 36 West

Roseville, MN 55113-4266

## Intermediate/Cooperative District Long-Term Facilities Maintenance Revenue Allocation

ED-02479-04

**General Information and Instructions:** Please read the **Instructions for Completion** on the **Instructions** tab before completing this report.

District Name: Intermediate District No. 287	Name of Person Completing this Report: Mae L. Hawkins	Title: Executive Director of Business Services
Telephone Number: (763) 550-7156	Email Address: mlhawkins@district287.org	Date Submitted: July 31, 2021

Long-Term Facilities Maintenance (LTFM) Revenue amounts to be Allocated to member School Districts for FY 2023

1. Pay-as-you-go revenue portion						\$	456,050.00
2. Bond debt service revenue portion						\$	460,950.00
3. Total revenue amounts to allocate						\$	917,000.00
District Number	Type	School District Name	Alloc Percent	Allocated Pay-as-you-go (line 1)	Alloc Percent	Allocated Bonded Debt Service (line 2)	Total
270	1	Hopkins	10.769%	\$ 49,110.20	10.769%	\$ 49,637.86	\$ 98,748.06
272	1	Eden Prairie	10.525%	\$ 47,998.35	10.525%	\$ 48,514.07	\$ 96,512.42
273	1	Edina	5.854%	\$ 26,697.62	5.854%	\$ 26,984.47	\$ 53,682.09
277	1	Westonka	4.590%	\$ 20,933.15	4.590%	\$ 21,158.07	\$ 42,091.22
278	1	Orono	2.676%	\$ 12,205.72	2.676%	\$ 12,336.87	\$ 24,542.59
279	1	Osseo	22.192%	\$ 101,205.25	22.192%	\$ 102,292.63	\$ 203,497.88
280	1	Richfield	6.077%	\$ 27,711.88	6.077%	\$ 28,009.63	\$ 55,721.51
281	1	Robbinsdale	14.585%	\$ 66,515.35	14.585%	\$ 67,230.02	\$ 133,745.37
283	1	St. Louis Park	4.511%	\$ 20,570.14	4.511%	\$ 20,791.15	\$ 41,361.29
284	1	Wayzata	14.864%	\$ 67,784.99	14.864%	\$ 68,513.30	\$ 136,298.29
286	1	Brooklyn Center	3.359%	\$ 15,317.35	3.359%	\$ 15,481.93	\$ 30,799.28
<b>TOTALS:</b> The column totals must agree with lines 1 and 2.			100.000%	\$ 456,050.00	100.000%	\$ 460,950.00	\$ 917,000.00

**Notes:** Allocation method agreed to by all member districts:



### School Board of Robbinsdale Area Schools

Business Meeting – June 7, 2021

**AGENDA SECTION:** Consent Agenda

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**ITEM:** 5. Consent Agenda

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**COMMENTS BY:** David Boone, Chair

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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 including administrative, personnel matters and financial matters.

**Recommended Action:** Approve the Consent Agenda.

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#### Approve Consent Agenda – June 7, 2021

	Yes	No	Abstention
Helen Bassett	_____	_____	_____
David Boone	_____	_____	_____
Greta Evans-Becker	_____	_____	_____
Mike Herring	_____	_____	_____
Pam Lindberg	_____	_____	_____
Sam Sant	_____	_____	_____
John Vento	_____	_____	_____

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

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

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



**To: Members of the School Board**  
**Dr. Stephanie Burrage, Interim Superintendent**  
**From: Amy O'Hern, Executive Director of Human Resources**  
**Date: June 7, 2021**  
**Re: Policy 522 Update**

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Policy 522: Title IX Sex Nondiscrimination Policy, Grievance Procedure & Process (see attached) has been updated to include Dr. Meghan Hickey, Director of Student Services, as the decision-maker in the contacts section (page 522-16). Dr. Kristine Wehrkamp was originally in this role. No other updates are indicated by MSBA at this time. The School Board is asked to approve the update to Policy 522. [Click here](#) to view the current policy version.

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

### I. GENERAL STATEMENT OF POLICY

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

**Amy O'Hern, Executive Director of Human Resources**  
[amy\\_ohern@rdale.org](mailto: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).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
  - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
  - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same

individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

- J. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
  2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
  3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
  2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate

Decision-maker. The Investigator may be a 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.

### **B. Employee Administrative Leave**

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

## **VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT**

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.

- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

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

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

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

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal

complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

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

#### **X. DETERMINATION REGARDING RESPONSIBILITY**

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

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

## **XI. APPEALS**

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
  2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
  - C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
  - D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
  - E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

## **XII. RETALIATION PROHIBITED**

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

## **XIII. TRAINING**

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;
  2. The scope of the school district's education program or activity;
  3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
  4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
  6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

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

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
  2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
  3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of

the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

## **XV. RECORDKEEPING**

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
  1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
  3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
  4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
  1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
  2. Any appeal and the result therefrom;
  3. Any informal resolution and the result therefrom; and
  4. All materials used to train Title IX Personnel.

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**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](mailto:Amy_ohern@rdale.org) | 763-504-8014

**Investigators:**

District and Building Administrators

**Decision-maker:**

Dr. Meghan Hickey, Director of Student Services

[Meghan\\_hickey@rdale.org](mailto:Meghan_hickey@rdale.org) | 763-504-8082

**Appellate Decision-maker:**

Marti Voight, Interim Assistant Superintendent

[Marti\\_voight@rdale.org](mailto:Marti_voight@rdale.org) | 763-504-8070



*\*\*Approved xxxx*

A Regular Meeting of the School Board of Robbinsdale Area Schools was held Monday, May 24, 2021, 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 7:00 p.m. Directors present: David Boone, Helen Bassett, Greta Evans-Becker, Mike Herring, Pam Lindberg, Sam Sant, 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**

MOTION: Director Bassett moved approval of the agenda as amended (addition of 5D – closed session) and Director Herring seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Boone, Evans-Becker, Herring, Lindberg, Sant and Vento. And the following voted against the same: none. Said motion was declared duly passed.

### **Sharing the Success**

#### Special Recognition: Athena Award Winners 2021

The School Board and Dr. Burrage, Interim Superintendent, were pleased to recognize the 2021 Athena Award recipients: Armstrong High School senior Ryley Frye and Cooper High School senior Andrea Tribble. This award recognizes the achievements of female student-athletes from public and private high schools in the greater Minneapolis area.

#### Special Recognition: National Merit Scholars 2021

The School Board and Dr. Burrage, Interim Superintendent, were pleased to recognize Mio Aoki-Sherwood and Matthew Spickelmier, 2021 National Merit Scholar Finalists. Both are seniors at Armstrong High School.

#### Robbinsdale Rapid Report

Toya Stewart Downey, Executive Director of Strategic Communications, Equity & Inclusion, shared district highlights through video.

### **Superintendent's Report**

Dr. Stephanie Burrage, Interim Superintendent, shared information about the recent high school proms and the upcoming graduations.

### **Operations**

#### Item 5A: Approval of Revised FY21 Budget

MOTION: Director Vento moved approval and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Boone, Evans-Becker, Herring, Lindberg, Sant, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

#### Item 5B: Approval of Resolution Accepting Donations

MOTION: Director Evans-Becker moved approval and Director Bassett seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Boone, Evans-Becker, Herring, Lindberg, Sant, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

#### Item 5C: Approval of Superintendent Contract

MOTION: Director Vento moved approval and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Boone, Evans-Becker, Herring, Lindberg, Sant, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

Item 5D: Approval of Closed Session pursuant to MN Statute 13D.03, Labor Negotiations Strategy

MOTION: Director Lindberg moved approval and Director Bassett seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Boone, Evans-Becker, Herring, Lindberg, Sant, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

**Consent Agenda**

Consent Agenda items are considered routine in nature and include administrative, personnel matters, including the request to approve the Everside Health Clinic, and financial matters. MOTION: Director Vento moved approval and Director Herring seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Boone, Evans-Becker, Herring, Lindberg, Sant, and Vento. 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. Director Boone facilitated Listening Time before the Regular Meeting. A district community member spoke on a variety of topics, including concerns about the STEAM middle school.

**Announcements** (Can be found on our website.)

**Adjournment**

MOTION: Director Vento moved approval and Director Lindberg seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Bassett, Boone, Evans-Becker, Herring, Lindberg, Sant, and Vento. And the following voted against the same: none. Said motion was declared duly passed. 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: \_\_\_\_\_

# Minutes of Closed Session

## The School Board of Robbinsdale Area Schools



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A Closed Session of the School Board of Robbinsdale Area Schools, ISD 281, was held Monday, May 24, 2021, beginning at 8:20 p.m. by teleconference (M.S. 13D.03).

### 1. Call to Order and Roll Call

Chair David Boone called the meeting to order at 8:20 p.m.

Directors present: Directors Bassett, Boone, Evans-Becker, Herring, Lindberg, Sant, Vento

Directors absent: None

Other attendees: Dr. Stephanie Burrage, Marti Voight, Amy O'Hern, Gregory Hein, Jeff Connell  
Dr. Lowell Holtz, Nichol Sutton

### 2. School Board

#### A. Closed Session pursuant of Minnesota Statute 13D.03, Labor Negotiations Strategy

Chair David Boone announced that in accordance with Minnesota Statute 13D.03, the meeting would be closed to the public for labor negotiations strategy. Keeping with District Administrative Policy 205 and state and federal law, the meeting will be recorded.

### 3. Adjourn

MOTION: At 9:13 p.m., Director Vento moved to adjourn the closed session, and Director Bassett seconded the motion. The closed meeting adjourned.

  
Michael Herring (May 26, 2021 07:29 CDT)

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Mike Herring, Clerk

**NON-LICENSED STAFF - June 7, 2021**

**END OF ASSIGNMENT**

<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Brandi Hudson	MLE	Clerical EA	06/09/21
Joseph Kuhlman	RMS	Monitor EA	06/09/21
Danielle Norman	ENE	Tutor EA	06/09/21
Felicia O'Bannon	SMS	Clerical EA	06/09/21
Adrianna Schaper	NPE	Tutor EA	06/09/21
Brevin Smith	NPE	Tutor EA	06/09/21
Hayley Sodren	MLE	Health EA	06/09/21
Justice Webb	SMS	Monitor EA	06/09/21
Angela Yang	RMS	Clerical EA	06/09/21

**LAYOFF**

<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Karol Angove	ZLE	Monitor EA	06/09/21
Jennifer Carlson	SEA	Tutor EA	06/09/21
Danielle Davila	FAIR-C	Monitor EA	06/09/21
Karen Henning	ZLE	Tutor EA	06/09/21
Lisa Horner	AHS	Media EA	06/09/21
Karalee Milkowski	FOE	Media EA	06/09/21
Margaret Wilson	NHLC	Health EA	06/09/21

**RESIGNATION/RETIREMENT**

<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Stephany Curtis	CHS	Special Ed EA	06/09/21
Denise Davis (27 yrs.)	MLE	Nutrition Services	05/28/21
Andrai Harris	CHS	Special Ed EA	05/27/21
Melissa Purdy	SMS	Office Employee	06/30/21

**TERMINATION**

<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Sasha Benitez Wise	RMS	Special Ed EA	05/28/21
Janet Highland	NOE	Program Assistant	06/11/21

**LICENSED STAFF - June 7, 2020****RESIGNATION/RETIREMENT**

<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Linda Dowson	SOE	Sp Ed	06/10/2021
Ryan Korolewski	District Wide	TOSA	06/18/2021
Susan Lightfoot (12 years)	PMS	AVID	06/10/2021
Margaret Marvin	RMS	AVID	06/10/2021
KayeAnn Mason	SMS/RA	Social Worker	06/10/2021
Kristen Myers	District Wide	TOSA	06/23/2021
Jeffrey Stovall	SMS	Assistant Principal	06/30/2021

# Announcements | June 7, 2021

<b>June 7, 6:00 p.m.</b>	School Board Business Meeting & Work Session
<b>June 8, 7:30 a.m.</b>	Government Advisory Council
<b>June 8, 3:30 p.m.</b>	Early Adventures Preschool Graduation
<b>June 8, 5:00 p.m.</b>	AHS Drive-through Graduation
<b>June 8, 5:00 p.m.</b>	Community Connect Committee
<b>June 9</b>	<b>Last Day of School!</b>
<b>June 9, 9:00 a.m.</b>	Robbinsdale Academy Graduation
<b>June 9, 1:00 a.m.</b>	Robbinsdale Virtual Academy Graduation
<b>June 9, 4:00 p.m.</b>	CHS Drive-through Graduation
<b>June 10, 6:00 p.m.</b>	CHS Graduation
<b>June 10, 7:30 p.m.</b>	AHS Graduation
June 15, 5:00 p.m.	Legislative Action Coalition
June 21, 6:00 p.m.	School Board Listening Time
June 21, 7:00 p.m.	School Board Regular Meeting

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*Check out our district calendar on our website for more meeting details*



### School Board of Robbinsdale Area Schools

Business Meeting – June 7, 2021

**AGENDA SECTION:** Adjournment  
**ITEM:** 7. Adjournment  
**COMMENTS BY:** David Boone, Chair

**Recommended Action:** Approve closing the Business meeting.

#### Approval of Adjournment – June 7, 2021

	Yes	No	Abstention
Helen Bassett _____	_____	_____	_____
David Boone _____	_____	_____	_____
Greta Evans-Becker _____	_____	_____	_____
Mike Herring _____	_____	_____	_____
Pam Lindberg _____	_____	_____	_____
Sam Sant _____	_____	_____	_____
John Vento _____	_____	_____	_____

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

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

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