



Intermediate District 287

Regular Meeting

Thursday, May 14, 2009 6:30 PM

Intermediate District 287 School Board Meeting Agenda

Thursday, May 14, 2009 at 6:30 PM
Regular Meeting
District Service Center Board Room

-
- | | | |
|----|---|----|
| 1. | CALL TO ORDER | |
| 2. | APPROVAL OF GENERAL MEETING AGENDA | 4 |
| 3. | OPEN FORUM | |
| 4. | APPROVAL OF CONSENT AGENDA | 8 |
| 5. | SUPERINTENDENT'S REPORT | 12 |
| 6. | INSTRUCTIONAL REPORT
Explore Middle Program at Edgewood | |
| 7. | ADMINISTRATIVE SERVICES REPORT | |
| | A. Financial Report | 25 |
| | B. Facilities Report | 26 |
| | C. Human Resource Report - Closed Session | 37 |
| | Pursuant to Minnesota Statutes, section 13D.05, subdivisions 2 and 3, this agenda item will be closed for preliminary considerations of allegations against one or more of its employees, and, a discussion with its attorneys. | |
| 8. | BOARD BUSINESS | |
| | A. Policy Review & Revision | |
| | B. Board Reports | |
| | 1. Chair Report | |
| | 2. AMSD Report | |
| | C. District News | 42 |
| | D. Once Around the Table | |
| 9. | ADJOURNMENT | |

* If any one board member wishes to remove an item from the consent agenda for discussion, that item should be added to the board meeting agenda prior to its approval.

**INTERMEDIATE DISTRICT 287
GENERAL MEETING OF THE BOARD
THURSDAY, May 14, 2009
6:30PM @ DSC
AGENDA**

**A = Action
R = Roll Call
I = Information
- Page #**

- 1. CALL TO ORDER.....A**
- 2. APPROVAL OF GENERAL MEETING AGENDA.....A - 7**
- 3. OPEN FORUM FOR COMMUNITY COMMENTS.....I**
- 4. APPROVAL OF CONSENT AGENDAA - 11**
 - 4.1 General Board Meeting Minutes from April 23, 2009 - 8
- 5. SUPERINTENDENT’S REPORT**
 - 5.1 Share the Success & Recognitions
 - 5.1a Parent Night at Hosterman.....I
Amy Sward, Supervision will share highlights from the Hosterman Appreciation Dinner that was held on April 21, 2009.
 - 5.1b Lifetime Fitness Grant Award.....I
Cheryl Anderson, representing the Lifetime Fitness Foundation, announced that District 287 are the recipient of a \$4,600 Grant Award from Lifetime Fitness to promote the health and well being of children.
 - 5.1c Qwest Teacher & Technology Grant Winner “David Nunez”.....I - 12
Russ Jowers, representing Qwest, recently announced that David Nunez, Instructor at North Vista Education Center is the recipient of a \$7,500 Grant Award from Qwest. The surprise aware was presented in a surprise visit to the program on May 6th.
 - 5.1d Association of Records Managers and Administrator Award.....I
At the recent Twin Cities chapter meeting of Association of Records Managers and Administrators (ARMA), Intermediate District 287 was awarded an Honorable Mention for the ARMA “Company of the Year” award.
 - 5.2 Superintendent Report
 - 5.2a Online Summit.....I - 13
An online Summit was held on April 29, 2009, to update local districts, teachers and students about the online learning process. The goal was to make sense of online learning as it intersects with K-12 districts and explore avenues for online improvement.
 - 5.2b Approval of Interagency Agreement.....A - 24
 - 5.2b.1 Interagency Agreement.....I - 14
Intermediate District 287 member district Directors of Special Education (SEDAC) along with representatives from Minneapolis, St. Anthony –New Brighton and Hennepin County met this year to discuss the renewal of the Coordinated Interagency Service Agreement. An existing agreement was signed into effect in September of 2002 and will expire at the end of August 2009. The 287 School Board will be asked to approve a new agreement.
- 6. INSTRUCTIONAL**
 - 6.1 Explore Middle Program at Edgewood.....I
Renee Soule-Chapman, Supervisor and Greg Lucas, Administrative Intern will discuss the highlights from the first year of the Explore Middle Program at Edgewood Education Center.

7. ADMINISTRATIVE SERVICES REPORTS

7.1 Financial Report

- 7.1a AMSD Survey on Budget Cuts.....**I**
 7.1a.1 AMSD Fiscal Year 2010 Budget Survey.....**I - 25**
 New survey shows House and Senate budget proposals would leave school districts with large budget holes and few options.

7.2 Facilities Report

- 7.2a Project for Pride and Living (PPL) Presentation.....**I - 26**
 7.2a.1 PPL 51 Unit Proforma.....**I - 34**
 7.2a.2 PPL Community Benefits.....**I - 35**
 This proposal from PPL is information for discussion on potential use of the remaining space/land on the South Education Center site.
- 7.2b Hennepin Technical College /District Service Center Space 2nd and 3rd Floor....**I**
 July 31, 2009 Hennepin Technical College intends to vacate the current leased space at the District 287 Office site. The space includes approximately 17,000 sq. ft. on parts of 2nd and 3rd floors. District staff is investigating various options for the district to pursue to provide the District with additional training space, large meeting space and perhaps the option of allowing outside organizations to lease the space for large meetings, seminars, training or other events. This option could provide revenue for the District.

7.3 Human Resource Report

- 7.3a Closed Session.....**I**
 Pursuant to Minnesota Statutes, section 13D.05, subdivisions 2 and 3, this agenda item will be closed for preliminary considerations of allegations against one or more of its employees, and, a discussion with its attorneys.

8. BOARD BUSINESS

8.1 Policy Review & Revision - None

- 8.2 Board Reports**I**
 8.2a Chair Report.....**I**
 8.2a.1 Update on Superintendent Evaluation.....**I**
 December 15, 2008 Special Education Meeting: Superintendent Evaluation
 The group reviewed the handout prepared by Michèle Kunz, Linda Johnson and Sandy Lewandowski and agreed to using the same evaluation process to be completed by the full board. The Board officers will meet with Sandy for the year end evaluation in May or June. After June 2009 the full board will discuss and approve a new superintendent evaluation procedure.
- 8.2a.2 Update on Board Members Evaluation.....**I**
 Board Evaluation - BOO220 Board Structure and Decision Making
 The Board shall evaluate its governance and operations annually to determine whether its structure and decision-making processes are conducive to making sound Board decisions in the most efficient manner.

8.2b AMSD Report (Ann Bremer)..... I

8.3 District News I

 8.3a May Calendar..... I - 37

8.3b School Board Planning Calendar 2009..... I - 39

8.3c Ridgedale Alternative Program Graduation 2009 Invitation..... I - 41

 8.3d VECTOR InVEST Celebration 2009..... I - 42

8.3e 2209 May Uniflier – Spring 2009 Retirement Issue..... I - 43

8.4 Once around the Table I

9. ADJOURNMENT A

Recommended Action: Board Chair calls meeting adjourned @ _____ PM

INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION

Regular Meeting – May 14, 2009

AGENDA SECTION: APPROVAL OF GENERAL MEETING AGENDA

ITEM: 2

PRESENTED BY: Superintendent Lewandowski

1. Background Information

The general meeting agenda is presented for full Board Approval.

2. Fiscal Impact/Funding Source: None

3. RECOMMENDED ACTION: The Board approve the agenda as presented.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

The mission of Intermediate District 287 is to be the premier provider of innovative specialized services to ensure that each member district can meet the unique learning needs of its students.

DISTRICT 287 REGULAR BOARD MEETING
Intermediate District 287
April 23, 2009
MINUTES

1. CALL TO ORDER

Chair Linda Johnson called the regular meeting to order at 6:34PM in the District Service Center Board Room. A quorum was declared with the following members in attendance:

271	Bloomington	Arlene Bush
286	Brooklyn Center	Greg Thielsen
272	Eden Prairie	Barbara Gabbert
273	Edina	Peyton Robb
270	Hopkins	Sally Johnson
276	Minnetonka	Don Draayer
279	Osseo	Steven Antolak
280	Richfield	Nancy Rowley
281	Robbinsdale	Linda Johnson
283	St. Louis Park	Pam Rykken
284	Wayzata	Carter Peterson
277	Westonka	Ann Bremer

Absent: 278/Kunz

Guests:

287 Administration: Sandra Lewandowski, Colleen Baumtrog, Jane Holmberg, Laura Keller-Gautsch, Tom Shultz, Janet Johnson and Wauneen Mgeni

287 Staff Members: Bruce Mulder, Cynthia Stevenson, Linda Rees

2. APPROVAL OF GENERAL MEETING AGENDA

The general meeting agenda was presented for approval. *Motion by Don Draayer, seconded by Peyton Robb, to approve the meeting agenda. All in favor. Motion carried unanimously.*

3. OPEN FORUM FOR COMMUNITY COMMENTS - None

4. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval. The Consent Agenda included the general meeting minutes from March 26, 2009, the closed special Board meeting minutes from April 17, 2009, and approval of the Routine Human Resource Activities for April 2009. *A motion was made by Nancy Rowley, seconded by Barbara Gabbert, to approve the consent agenda as presented. All in favor. Motion carried unanimously.*

5. SUPERINTENDENT'S REPORT

Superintendent Lewandowski was pleased to announce that Bruce Mulder was the recent recipient of the STAR Award. Bruce received the Star Award for Excellence in Assistive Technology for innovation in assistive technology for students with disabilities in a ceremony at the Capitol Rotunda on April 14, 2009. Laura Keller-Gautsch, Executive Director of Special Education, introduced Bruce Mulder. Bruce gave thanks to Superintendent Lewandowski, Laura Keller-Gautsch, and the Board for supporting him and the Attain program.

Superintendent Lewandowski was pleased to announce that the Humphrey Institute's Public and Nonprofit Leadership Center honored Intermediate District 287 with the 2008-2009 Local Government Innovation Award at a ceremony on April 15, 2009.

Superintendent Lewandowski was pleased to announce that the Intermediate District 287 has been nominated for the Secretary of Defense Employer Support Freedom Award. The Freedom Award is the U.S. Government's highest recognition given to American employers of National Guard or Reserve members for their exceptional support above the requirements of federal law.

Superintendent Lewandowski continued her report by stating the Spotlight DVD is complete. One of the goals from the Board was to increase our communication efforts with member districts. Each Board member will receive a DVD packet to take back to their member district.

Superintendent Lewandowski stated that we are seeing some of the stimulus dollars in our Summer Vocational Outreach Service. The federal Stimulus Package increased the funding to the Summer Youth Employment/Training Programs. Twin Cities Tree Trust notified VOS that with the additional funding from the federal government, VOS was given additional 25% more slots/students. These additional slots from Tree Trust ripple right out to our member districts that refer students for the VOS work experience. Superintendent Lewandowski announced that April 20-24, 2009 is "Administrative Professionals Recognition Week" and gave special thanks to all district Administrative Professionals.

6. INSTRUCTIONAL REPORT

Cynthia Stevenson, Coordinator of the Region 11 Minnesota Math and Science Teacher Academy, was introduced to the Board by Executive Director Jane Holmberg. Ms. Stevenson presented an overview on the extensive training provided through a \$1.6 million dollar project for which District 287 is the fiscal host and sponsoring co-partner.

7. ADMINISTRATIVE SERVICE REPORTS

Financial Report

Janet Johnson, Director of Finance Services, presented the monthly financial report for April 2009. *Motion by Carter Peterson, seconded by Ann Bremer, to approve the monthly financial report as presented. All in favor. Motion carried unanimously.*

Janet Johnson, Director of Finance Services, presented and recommended approval of a parameters resolution authorizing the District to work with Springsted to refund (refinance) the Bren Road lease agreement that 287 currently has with Wells Fargo. This resolution set the minimum requirements of \$266,000.00 or 3% as the present value benefit to proceed with the refunding. The final refunding recommendation will be presented to the Board at a later Board meeting this school year.

Resolution motion was made by Nancy Rowley, to waive the reading of the resolution and approve it as written, seconded by Greg Thielsen. No further discussion. Those voting in favor were: Antolak, Bremer, Bush, Draayer, Gabbert, L. Johnson, S. Johnson, Peterson, Robb, Rowley, Rykken and Thielsen. There were no votes against, no abstentions. Resolution passed.

At the recommendation of Board Chair Johnson, *Motion by Barbara Gabbert, seconded by Ann Bremer, to bring forward agenda item 7.3b Human Resource Closed Session. All in favor. Motion carried unanimously.*

Facilities Report

Tom Shultz, Facilities Administrator, recommended approval of lease renewal for the North Vista Education. The annual base rent will increase from \$95,000 at \$7.85/sq. ft.) to \$114,890 at \$9.50/sq. ft.), plus annual housekeeping/custodial expenses estimated at an annual cost of \$10,000 or \$.83/sq. ft. The total annual amount of \$124,890 is an increase of \$19,890.

Motion by Carter Peters, seconded by Arlene Bush, to approve the lease renewal for the North Vista Education Center as presented. Eleven in favor. One opposed. Motion carried.

Tom Shultz, Facilities Administrator, recommended approval of the final South Education Center (SEC) equipment/supplies request items to be purchased, installed or modified to better meet staff and student needs. This is the final request from the SEC Building Fund. *Motion by Carter Peters, seconded by Ann Bremer, to approve the South Education Center equipment/supplies request items as presented. All in favor. Motion carried unanimously.*

Long Range Facility Planning Presentation

Colleen Baumtrog, Janet Johnson, and Tom Shultz gave a brief presentation on the three emerging facility options and their costs. The outcome of discussion would possibly be to: 1) continue to lease all north buildings as we do now 2) lease some north buildings and purchase/remodel a commercial building to replace Hosterman and North Vista leases 3) lease some buildings and build new construction to replace Hosterman & North Vista leases.

Human Resources Report

At the recommendation of Board Chair Johnson, *a motion was made by Greg Thielsen, seconded by Arlene Bush, to close the meeting to consider allegations against one or more of its employees, and, a discussion with its attorneys, as required in Minnesota Statute §13D.05. All in favor. Motion carried.* The meeting was closed to the public at 8:00PM. *A motion was made by Greg Thielsen, seconded by Barbara Gabbert, to reopen the general meeting. All in favor. Motion carried unanimously.* The general meeting reopened at 8:55PM.

Char Myklebust, Director of Social/Emotional Interventions & Partnerships, recommended the approval of the proposed District 287 School Calendar 2009-2010. *A motion was made by Carter Peterson, seconded by Arlene Bush to approve the Intermediate District 287 2009-2010 school calendar. All in favor. Motion carried unanimously.*

8. BOARD BUSINESS

Chair Report:

Chair Linda Johnson, informed the Board that the start of the Superintendent Evaluation will be coming up soon, as well as the Board Evaluation process.

Organizational Report - None

Once Around the Table - None

9. ADJOURNMENT

Motion was heard and seconded to adjourn the meeting. Meeting adjourned at 10:05PM.

The next general meeting will be held on May 14, 2009 at 6:30PM in the DSC Board Room.

Submitted by
Wauneen Mgeni
Secretary to the Board

Signed: Chair _____ Clerk _____
Date _____ Date _____

INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION

Regular Meeting – May 14, 2009

AGENDA SECTION: APPROVAL OF CONSENT AGENDA

ITEM: 4

PRESENTED BY: Board Chair

1. Background Information

4.1 General Board Meeting Minutes from April 23, 2009

2. Fiscal Impact/Funding Source: None

3. RECOMMENDED ACTION: The Board approve the Consent Agenda items as presented.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

The mission of Intermediate District 287 is to be the premier provider of innovative specialized services to ensure that each member district can meet the unique learning needs of its students.

Please Join Us

For a Surprise Party

In Celebration of the new Qwest Technology Grant

On **May 6** the Qwest Technology Grant will be officially awarded
to David Nunez and North Vista Education Center.

Date & Time: Wednesday, May 6, 2009

Ceremony: 2:00 p.m.

(Please arrive by 1:30 p.m.)

Location: North Vista Education Center

3510 France Avenue North

Robbinsdale, MN 55422

R.S.V.P. by calling Julie Bess at 763.550.7215.

Remember! David doesn't know, it's a secret!

Intermediate District 287
Responsive. Innovative. Solutions.

Online Learning: Our Disruptive Innovation

A Conversation with Northern Star Online District Superintendents and Other Technology Leaders

April 29, 2009
1:30 to 3:30 PM



Intermediate District 287 Service Center
Boardroom
1820 Xenium Lane
Plymouth, MN

Many districts have shaped online learning by coming together as Northern Star Online. We invite you to this special meeting for system leaders to learn about current consortium plans and provide direction for our future.

Anticipated Outcomes Include:

- Understand the current online learning law and landscape in Minnesota
- Understand how District 287 is currently providing service through Northern Star Online
- Determine districts' needs for the next generation of online learning service
- Identify systems that need to be in place to take advantage of regional cooperative purchase of online products

Please RSVP to Wayneen Denson-Moeni at wddensonmoeni@district287.org or by calling:

**Coordination and Implementation of Interagency Services
Hennepin County
Interagency Agreement**

This Coordinated Interagency Services Agreement, made and entered into this ____ day of _____, 200_, by and between Minneapolis Special School District #1, Intermediate School District 287 (on behalf of its 13-member school districts), St. Anthony- New Brighton Independent School District #282, Anoka-Hennepin Independent School District #11, Parents in Community Action, Inc. Head Start and Hennepin County, hereinafter referred to as the “Parties”, has been established for the purpose of coordinated planning for students with disabilities, birth through age twenty one, unless otherwise specified by statute. This agreement is entered into in response to Minnesota Statutes 125A.023 and 125A.027 to address the required elements of current state and federal law for serving children with disabilities in Hennepin County.

RECITALS:

- (1) Minn. Stat. § 125A.30 and 125A.39 authorizes school boards and county boards to enter into agreements to cooperatively serve and provide funding for children with disabilities birth through age twenty one and their families, within a specified geographic area.
- (2) In September, 2002, the school districts and county named above entered into their initial agreement.
- (3) The Parties entered into a successor agreement scheduled to expire in 2009, which established a joint planning process for children ages 0-21 who received special education services and services from either Hennepin County or Parents in Community Action Inc. (PICA) Head Start.
- (4) In order to reflect changes that have occurred, that Parties now wish to enter into a new ongoing agreement to facilitate comprehensive, coordinated interagency services for children with disabilities from birth through age twenty-one, unless otherwise specified by statute, and their families who reside in Hennepin County.

NOW, THEREFORE, IT IS HEREBY AGREED:

Section 1: Purpose and Terms of the Agreement

This Agreement outlines the specific partners, as well as the structure and process for coordination between the Parties, Hennepin County Collaboratives, and Head Start agencies. The Parties are committed to achieving improved human services, health and educational outcomes for children with disabilities in Hennepin County. Achieving improved outcomes requires coordination, collaboration and integration of services between the community, county and school systems, as well as across the various service areas and representative client populations.

This Agreement will be effective for the students for which Hennepin County and the School Districts have joint responsibilities. The following education and service plans are included:

- 1.1. Individual Education Plan (IEP)
- 1.2. Individualized Service Plan (ISP)

- 1.3. Individual Family Community Support Plan (IFCSP)
- 1.4. Community Alternatives for Disabled Individuals Plan (CADI)
- 1.5. Community Alternative Care Plan (CAC)
- 1.6. Individual Family Service Plan (IFSP)
- 1.7. Traumatic Brain Injury Plan (TBI)
- 1.8. Home Care Plan
- 1.9. Individual Interagency Intervention Plan (IIIP)

This Agreement will not change or override any existing interagency and joint powers agreements currently established by and between the Parties and Collaborative Partners.

Section 2: Roles and Responsibilities

The Parties involved in this Agreement agree to work together to develop and implement:

Interagency Identification and Assessment Process
 Procedures for Communication
 Procedures for Coordination of Services
 Procedures for Access and Identification of Resources, and Provision of Services
 Procedures for Developing and Implementing a Single Service Plan
 System for the Provision and Payment of Services
 Procedures for Collecting and Sharing Data
 Procedures for Preserving Confidentiality and Data Privacy
 Staff Development and Training

Section 3: Agreement Partners

Hennepin County

- Human Services and Public Health Department
- Community Corrections and Rehabilitation-
Juvenile Probation

Minneapolis Special School District #1

St. Anthony-New Brighton ISD #282

Anoka-Hennepin ISD #11

Parents in Community Action Inc. Head Start

Intermediate District #287

- Bloomington ISD #271
- Brooklyn Center ISD #286
- Eden Prairie ISD #272
- Edina ISD #237
- Hopkins ISD #270
- Minnetonka ISD #276
- Orono ISD #278
- Osseo ISD #279
- Richfield ISD #280
- Robbinsdale ISD #281
- St. Louis Park ISD #283
- Wayzata ISD #284
- Westonka ISD #277

Section 5: Collaborative and Community Partners

The parties to this agreement will work with the collaboratives and community partners to implement this interagency agreement, as referenced in the above statutes.

Children's Mental Health Collaborative of Hennepin County
 Community Transition Interagency Committees

- Minneapolis CTIC
- Northwest CTIC
- Southwest CTIC

 Family Collaboratives

- Edina Family Services Collaborative
 - Hennepin South Services Collaborative
 - Hopkins Family Services Collaborative
 - Minneapolis Redesign
 - Minnetonka Family Collaborative
 - Northwest Hennepin Family Services Collaborative
 - Orono Healthy Communities Healthy Youth Collaborative
 - Robbinsdale Area Redesign
 - St. Anthony/New Brighton Family Services Collaborative
 - St. Louis Park Family Services Collaborative
 - Wayzata Communities Collaborative Council
 - Westonka Healthy Community Collaborative
- Interagency Early Intervention Committees
- Anoka Hennepin IEIC
 - Minneapolis IEIC
 - Northwest IEIC
 - Robbinsdale IEIC
 - South Hennepin IEIC
 - West Suburban IEIC

Section 6: Primary Decision-Making Authorities

Anoka-Hennepin ISD #11

Hennepin County Community Corrections and Rehabilitation- Juvenile Probation

Hennepin County Human Services and Public Health Department (HSPHD),

Intermediate School District #287 for their following member districts:

- Bloomington ISD #271
- Brooklyn Center ISD #286
- Eden Prairie ISD #272
- Edina ISD #237
- Hopkins ISD #270
- Minnetonka ISD #276
- Orono ISD #278
- Osseo ISD #279
- Richfield ISD #280
- Robbinsdale ISD #281
- St. Louis Park ISD #283
- Wayzata ISD #284
- Westonka ISD #277

Minneapolis Special District #1

Parents in Community Action, Inc. Head Start

St. Anthony-New Brighton ISD #282

Section 7: Definition of Terms

- 7.1. *Individual Interagency Intervention Planning Process (IIIPP)*: The IIIP process is intended to provide better services to children with disabilities and their families. It is a concerted effort to plan for, coordinate and provide services for children from birth through age 21, unless otherwise specified by statute, who qualify for special

education and county and/or Head Start services. The parties are committed to achieving improved human services, health and educational outcomes for children with disabilities in Hennepin County.

- 7.2. *Individual Family Service Plan (IFSP)* is a plan describing the types of services that will be provided to children, ages birth to age three who qualify for Part C services and their families. The IFSP identifies the service coordinator, frequency of services and reviews, and funding source(s) for services.
- 7.3. *IFSP/IIIPP Team* consists of the child's parents, guardian (if applicable), school staff person, and other professionals involved in the coordinated planning process.

Section 8: Interagency Services Planning Group

- 8.1. The Interagency Services Planning Group will be comprised of representatives designated by the Hennepin County Human Services and Public Health Department and the Community Corrections Juvenile Probation, , Directors of Special Education in all of the public school districts in Hennepin County, and representatives from Head Start or his or her designee.

Section 9: Interagency Service Planning Group Responsibilities

- 9.1. The Interagency Services Planning Group will be responsible for the overall planning process and for developing recommendations regarding coordination of services for eligible children, from birth through age 21, unless otherwise specified by statute. The Interagency Services Planning Group will also be responsible for ensuring consistent, ongoing communication among all partners.

Section 10: Financial Responsibility for Services

- 10.1. The county has responsibility to provide social services described in the County's biennial service plan, which is adopted under Minn. Stat. Chap. 256M, to eligible children as defined in the coordinated plan who reside in the county.
 - 10.1.1. The county assists persons in applying for medical assistance (Minn. Stat. Chap. 256B).
 - 10.1.2. The county provides public health nursing within the limits of financial resources.
- 10.2. Each school district has responsibility to provide special instruction and related services (Minn. Stat. § 125A.03 - .24; 20 U.S.C. § 1471 et seq. [Part C, Pub. L. 105-17, as amended by Part C, Pub. L.108-446]; and 20 U.S.C. § 1400 et seq.
- 10.3. The parties agree to cooperate in the following areas related to services for children with disabilities:
 - 10.3.1. Identification of needs
 - 10.3.2. Setting of objectives
 - 10.3.3. Program development
 - 10.3.4. Implementation plans
 - 10.3.5. Program evaluation

- 10.3.6. Long range planning
- 10.3.7. Referral to appropriate resources
- 10.4. Under Minn. Stat. § 125A.21, third party insurers have primary responsibility for the provision of medically necessary services to policyholders.

Section 11: Funding Resources

- 11.1. Funding for interagency services comes from Hennepin County, special education funding through the school districts, Head Start funding and other state and federal resources to the extent that funds are available.

Section 12: Funding Limitations

- 12.1. Nothing in this agreement shall be construed to increase or decrease the financial responsibilities of the county, school boards and Head Start for services to students with disabilities.

Section 13: Data Collection

- 13.1 Data collected during the Interagency Coordination Process is considered to be data collected by the client's school district and will be classified as private educational data under Minn. Stat. § 13.32.
 - 13.1.1. Summary data, which may be used for program evaluation, will be prepared by the Interagency Coordinators and shared with the parties to this Agreement.
 - 13.1.2. As appropriate, collected data may be sent to the relevant school district and not retained as part of the Interagency Coordination Process.
- 13.2. Data on an individual will be shared with the relevant county agency or Head Start agency pursuant to consent for release of information signed by the eligible child's parent or other responsible legal representative.
- 13.3. Services will not be provided through the Interagency Coordination Process in the absence of an executed consent for release of information.
- 13.4. All parties agree to establish data practices that conform to state and federal statutes and rules regarding data, particularly the collection, creation, maintenance, or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, the Health Information Portability and Accountability Act (HIPAA) and/or any other applicable state or federal laws. Parties further agree to establish practices for student data that conforms to the federal Family Education Rights and Privacy Act (FERPA).

Section 14: Compliance

- 14.1. The parties shall comply with all applicable federal and state laws, rules and regulations, including but not limited to, the financial obligations set forth in Minn. Stat. Sect. 125A.027.

Section 15: Indemnification and Insurance

- 15.1. Each party shall be liable for its own acts and/or omissions and the results thereof to the extent provided by law and, except for acts or omissions for which the indemnifying Party is immune, agrees to defend, indemnify, and hold harmless each other Party (including its officials, employees, volunteers, and agents) from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney fees, resulting directly or indirectly from any act or omission of themselves, anyone they directly or indirectly employ, and/or anyone for whose acts and/or omissions they may be liable in the performance or failure to adequately perform their obligations under this Agreement.
- 15.2. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable law shall govern the Parties' liability.
- 15.3. Each Party warrants that it has a purchased insurance or self-insurance policy.

Section 16: Children to Be Served

- 16.1. Minn. Stat. § 125A.02 defines a child with a disability and provides for standards as determined by the commissioner of the Minnesota Department of Education.

Section 17: Non-Discrimination

- 17.1. No person shall be illegally excluded, on the basis of race, creed, color, sex, marital status, public assistance status, sexual orientation, age, disability, handicap or national origin from full employment rights in, participation in, be denied the benefits of, or otherwise be subject to discrimination under any program service, or activity which is the subject of the Agreement in accordance with the provisions of any and all applicable federal and state laws against discrimination.

Section 18: Dispute Resolution

- 18.1. In the event of a disagreement between two or more Parties to this Agreement, Parties agree to abide by the following dispute resolution protocol:
 - 18.1.1. Step One: the grieving Parties will attempt to resolve the dispute through informal communication.
 - 18.1.2. Step Two: The grieving Parties will notify members of the Interagency Service Planning Group in writing of the nature of the dispute and request that it be heard and resolution sought. The interagency service planning group will establish a protocol for hearing disputes.
 - 18.1.3. Step Three: The grieving parties shall preserve the status quo until the Interagency Service Planning Group has heard the dispute and has made its recommendation. If the grieving Parties do not accept the recommendation of the Interagency Service Planning Group, they will submit the dispute to mediation by a mutually acceptable, neutral party for mediation. The cost of the mediation shall be equally distributed among the grieving Parties.
 - 18.1.4. Step Four: Upon resolution of the dispute, a joint communication will be issued to all affected Parties.
- 18.2. Contracts between the Parties and service providers must include dispute resolution provisions, whenever feasible.

Section 19: Fair Hearing Procedure

- 19.1. Each Party will comply with the service termination and appeal procedures applicable to its service programs in providing services pursuant to this Agreement.
- 19.2. Pursuant to Minn. Stat. § 125A.46, due process hearings and appeals will follow the procedures in Minn. Stat. § 125A.091.
- 19.3. A party involved in a hearing is responsible for providing any legal representation it may wish to have at a hearing.

Section 20: Time Period of Agreement

The term of this agreement is for the period of time from the date signed by the last of the Parties and ending when terminated as provided herein, or in (5) years, whichever is earlier.

Section 21: Withdrawal and Termination

- 21.1. Any Party has the right to withdraw from this Agreement by declaring in writing its intention to withdraw effective on a specific date.
 - 21.1.1. The withdrawal date must not be less than thirty (30) days from the date of the written notice.
 - 21.1.2. The withdrawing Party must send a copy of the written notice to each Party.

- 21.2. Withdrawal by a Party will not result in the discharge of any legal liability incurred by such Party before the effective date of the withdrawal.
- 21.3. This Agreement shall terminate under the following circumstances:
 - 21.3.1. If either the County withdraws or there are no remaining school district Parties to the Agreement as a result of the withdrawal pursuant to this Agreement; or
 - 21.3.2. All Parties or all remaining Parties mutually agree to terminate the Agreement.

Section 22: Entire Agreement

- 22.1. It is understood and agreed that the entire Agreement of the Parties is contained in this document.
- 22.2. It is understood and agreed that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter herein, as well as any previous agreement presently in effect between the Parties relating to the subject matter thereof.
- 22.3. Any alteration, variations, or modification of the provisions in this Agreement shall be valid only when they have been reduced to writing and duly signed by the Parties herein as an amendment to the Agreement.
- 22.4. Notice of any proposed amendment must be provided in writing to all Parties at least thirty (30) days in advance of the Interagency Services Planning Group meeting prior to the effective date of the proposed amendment.
- 22.5. All Parties to this Agreement need not sign the same copy of the Agreement.
- 22.6. An original Agreement signed by each Party to this Agreement will be maintained in the office of the Hennepin County Attorney.

IN WITNEESS WHEREOF, the parties have signed this Agreement as of the dates written below.

Signatures Below:

Chair of the Board of:
Hennepin County

Date Signed

Chair of the Board of:
St. Anthony- New Brighton Independent School District #282

Date Signed

Chair of the Board of:
Anoka Hennepin Independent School District #11

Date Signed

Signatures Below:

Chair of the Board of:
Minneapolis Public Schools, Special District 1

Date Signed

Chair of the Board of:
Intermediate District 287

Date Signed

Chair of the Board of:
Parents in Community Action Inc. Head Start

Date Signed

INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION

Regular Meeting – May 14, 2009

AGENDA SECTION: 5. SUPERINTENDENT'S REPORTS

ITEM: 5.2B Interagency Agreement

PRESENTED BY: Laura Keller-Gautsch

1. Background Information

On December 18th, 2008, a meeting was held with the Intermediate District 287 member district Directors of Special Education (SEDAC) along with representatives from Minneapolis, St. Anthony –New Brighton and Hennepin County to discuss the renewal of the Coordinated Interagency Service Agreement. An existing agreement was signed into effect in September of 2002 and will expire at the end of August 2009.

This agreement is entered into in response to Minnesota Statutes 125A.023 and 125.A027 to address the required elements of current state and federal law for serving children ages 1-21 with disabilities in Hennepin County.

Following review and modification contract by legal counsel, member district Special Education Directors and Superintendents, a new agreement is recommended for approval by the District 287 School Board on behalf of its member district. There is no fiscal impact on this agreement.

Approval of this regional agreement by the District 287 School Board is consistent with the adoption process in 2002.

2. Fiscal Impact/Funding Source: NONE

3. RECOMMENDED ACTION: Approve the Coordinated Interagency Service Agreement.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

The mission of Intermediate District 287 is to be the premier provider of innovative specialized services to ensure that each member district can meet the unique learning needs of its students.



FISCAL YEAR 2010 BUDGET SURVEY

	Scenario 1 (House Proposal, with 80%-20% shift)	Scenario 2 (Senate Proposal)
District	Projected Budget Gap	Projected Budget Gap
Anoka - Hennepin	\$ (18,000,000)	\$ (30,400,000)
Bloomington	NONE	\$ (2,000,000)
Brooklyn Center	NONE	\$ (507,430)
Burnsville - Eagan - Savage	\$ (3,000,000)	\$ (6,300,000)
Columbia Heights	\$ (2,078,373)	\$ (2,399,448)
Eastern Carver County	\$ (3,150,000)	\$ (4,910,000)
Eden Prairie	\$ (5,000,000)	\$ (6,800,000)
Edina	\$ (1,750,000)	\$ (4,000,000)
Elk River	\$ (6,000,000)	\$ (9,000,000)
Fridley	\$ (249,274)	\$ (744,338)
Hopkins	\$ (2,100,000)	\$ (2,800,000)
Mahtomedi	\$ (750,000)	\$ (1,750,000)
Minneapolis	\$ (28,000,000)	\$ (38,000,000)
Minnetonka	\$ (846,000)	\$ (3,450,000)
Mounds View	\$ (1,160,000)	\$ (3,760,000)
North St. Paul - Maplewood - Oakdale	\$ (2,750,000)	\$ (5,832,000)
Orono	NONE	\$ (800,000)
Richfield	\$ (1,600,000)	\$ (2,900,000)
Robbinsdale	NONE	\$ (2,400,000)
Rosemount - Apple Valley - Eagan	\$ (18,505,000)	\$ (26,462,000)
Roseville	\$ (1,500,000)	\$ (3,585,000)
Shakopee	\$ (1,750,000)	\$ (3,500,000)
St. Anthony - New Brighton	\$ (400,000)	\$ (720,000)
St. Louis Park	\$ (133,122)	\$ (1,045,422)
St. Paul	\$ (15,100,000)	\$ (25,500,000)
South St. Paul	\$ (1,500,000)	\$ (2,500,000)
South Washington County	\$ (10,020,963)	\$ (14,684,566)
Spring Lake Park	\$ (1,500,000)	\$ (2,250,000)
Stillwater	\$ (4,400,000)	\$ (5,900,000)
Waconia	\$ (500,000)	\$ (1,100,000)
Wayzata	\$ (2,100,000)	\$ (4,020,000)
West St. Paul	\$ (1,850,000)	\$ (2,500,000)
Total:	\$ (135,692,732)	\$ (222,520,204)

Intermediate District 287 approved FY10 budget reduction \$2,900,000

* Projected Budget Gap = Difference between proposed revenue and expenses for providing the same level of services as in FY21

* Assumes receiving federal stimulus money for IDEA and Title 1 as outlined on MDE website

* Backs out dollars lost from declining enrollment if applicable

Affordable Family Housing Penn and 75th, Richfield



Summary

Lot Area: 1.7 acres (74,029 sf)

Approximately:

12 One Bedroom Units
20 Two Bedroom Units
3 Two Story Townhomes
16 Three Bedroom Units

51 Dwelling Units
(157 Beds)

Density: 30 units per acre

64 Enclosed Parking Spaces
(1.25 stalls per unit)

1BR – 675 S/F
2BR – 990 S/F
3BR – 1200 S/F
TH (2-3BR) – 1350 S/F

PPL Penn and 75th Family Housing

Richfield, MN 04.22.2009

Conceptual Site Plan

1



Conceptual Elevation

27



PPL Penn and 75th Family Housing

Richfield, MN 04.22.2009

Conceptual East Elevation Sketch

2



Concept for Affordable Family Housing

Community Values and Benefits

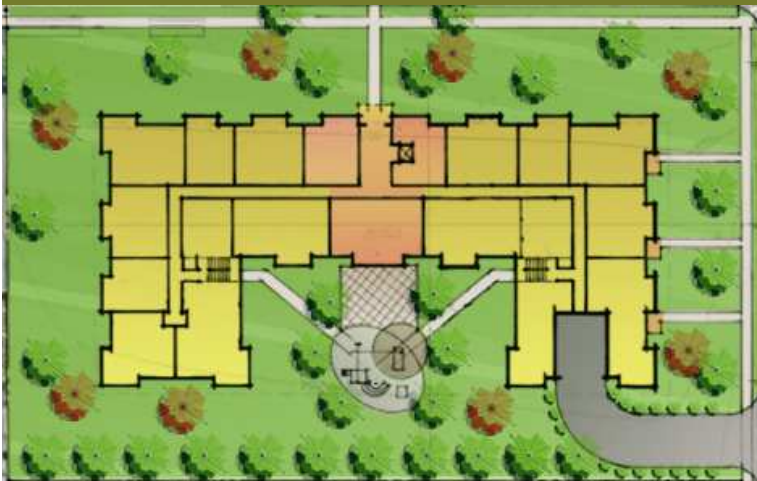
- On commercial corridor with transit
- Consistent with MF rental context
- Proximate to jobs and services
- Diversifies the housing stock by adding quality affordable rental units with family sized plans and amenities
- Replaces housing lost through demolition in other parts of the city
- Supports the planned revitalization for the commercial node at 66th and Penn.
- Increases City Tax Base (currently exempt)
- Pays City permit fees

ISD 287 South Education Center Connection

Creates approx. 10 permanent supportive housing units targeted to ISD 287 SEC students, including young adults (18-21) who need affordable housing and:

- have experiences with homelessness and/or mental illness
- are pregnant or are parents
- have developmental disabilities
- Have an emotional behavioral disorder

Residents will live independently and have a lease and will receive the support and assistance necessary to achieve self sufficiency.



Neighborhood Market Context



Property	Description	Dist.
Oaks on Pleasant	138 Market Rate Apt and TH	2.4 mi
Mainstreet Village	130 Market Rate and Affordable Senior	1.4 mi
Crossroads at Penn	698 Market Rate Apt	0.3 mi
7420 Penn Ave S	12 Market Rate Apt	0.0 mi
7501 Penn Ave S	11 Market Rate Apt	0.1 mi
7515 Penn Ave S	11 Market Rate Apt	0.1 mi
New Orleans	104 Market Rate Apt and TH	2.0 mi
Fountainhead	180 Market Rate Apt	0.5 mi
Buena Vista	422 Market Rate Apt	3.1 mi
Portland Terrace	68 Market Rate Apt	3.0 mi
Colony	212 Market Rate Apt	2.1 mi
Woodlake Park	90 Market Rate Apt	2.1 mi

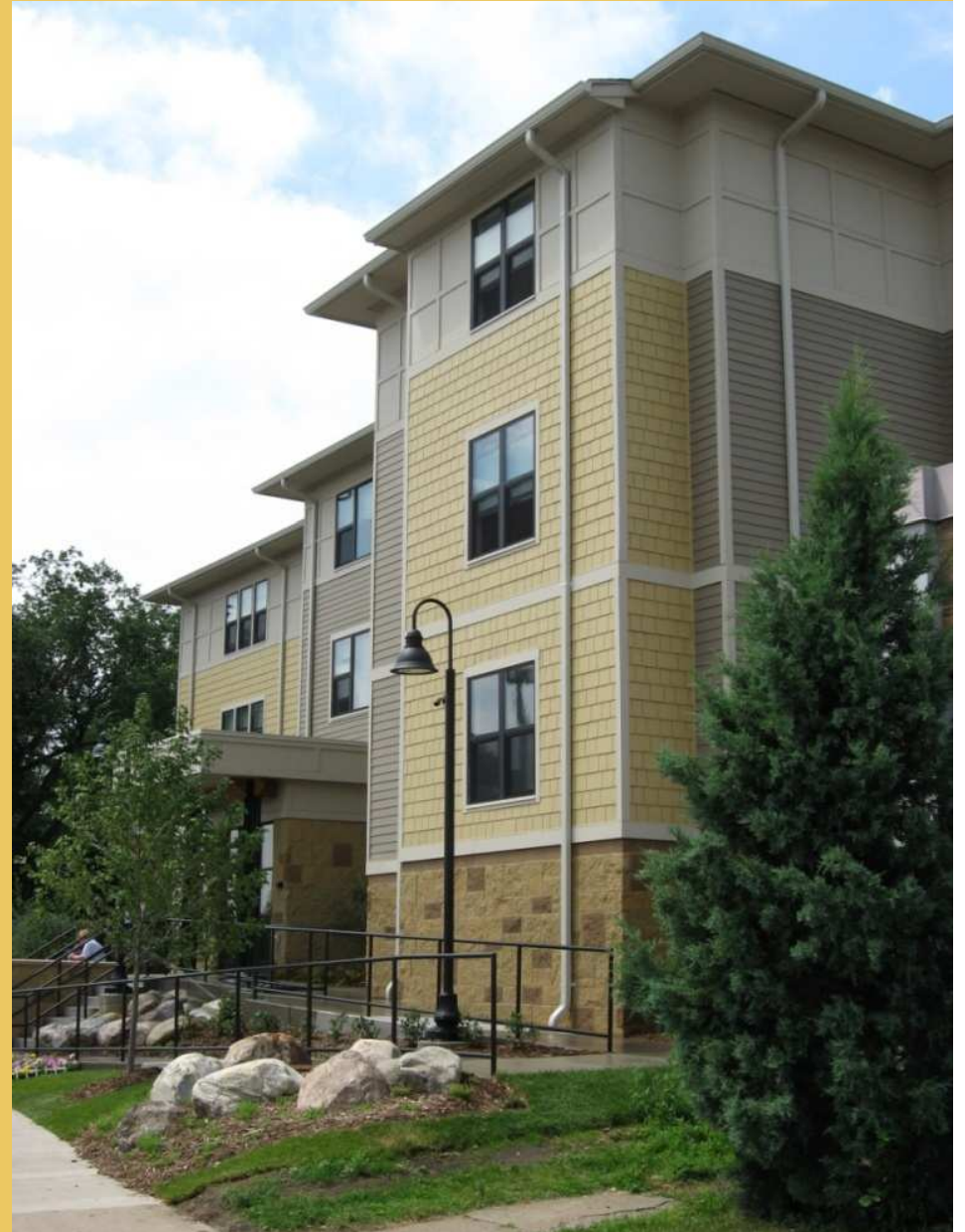
			Rent		
Property	BR		low	-	high
Average Pricing	1		\$703	-	\$800
	2		\$909	-	\$1,059
	3		\$1,174	-	\$1,215
Maximum LIHTC Rents (50 - 60% AMI)	1		\$786	↑	\$943
	2		\$943	↑	\$1,132
	3		\$1,090	↓	\$1,308

Camden Apartments

Project Details:

- 23 units of Supportive Housing for Families
- 2, 3 and 4 BR units (1028 - 1652 S/F)
- Completed 2007
- Density - 38 units/ac

4643 Lyndale Ave N
Minneapolis, MN 55412



Linden Park Condominiums



Project Details:

- 41-units - 1+, 2 and 2+ BR
(934 - 1515 S/F)
- Completed 2007
- Density - 24 units/ac

5445 Boone Avenue North
New Hope, MN 55428



West 7th Apartments

Project Details:

- 44 Units- 1, 2 and 3 BR Flats and Two-story Town Homes (675 to 1350 S/F)
- Est. Completion 2011
- Density - 34 units/ac

West 7th St at Snelling Ave
St Paul, MN 55116



Van Cleve Apartments

Project Details:

- East – 35 unit,
8 Supportive
- West 50 unit,
12 Supportive
- 1, 2 and 3 BR
(700 to 1250 S/F)
- Completed
2008/2009
- Density – 67 units/ac

12th St and Brook Ave SE
Minneapolis, MN 55414

**2008 Multifamily Development or
Redevelopment Award (Phase I) :**
*Minneapolis / St. Paul Business Journal
Best in Real Estate Awards*

**2009 Multifamily Development or
Redevelopment (Phase II):**
*Minneapolis / St. Paul Business Journal
Best in Real Estate Awards*

2009 Green Building of America Award:
Real Estate & Construction Review-Midwest



DEVELOPMENT PROFORMA

4.20.09

Development Name: PPL Family Housing
Address: 7440 Penn Ave S
Richfield, MN 55423

I. ESTIMATED ANNUAL INCOME AND EXPENSES

A. HOUSING INCOME						
	Unit Type	# of DU	Approx. Size	Proposed Monthly Contract Rent Per Unit	Rent Limit (% of AMI)	Income Limit (% of AMI)
	1BR	12	675	\$660	50%	50%
	2BR	20	990	\$850	60%	60%
	3BR	3	1,350	\$1,025	60%	60%
	3BR	16	1,200	\$1,025	60%	60%
	UNITS:	51		Total GRP	\$532,740	
	Rental Housing Vacancy			7.0%	\$37,292	
	Employee Rent Credits				\$11,700	
	NET RENTAL COLLECTIONS				\$483,748	
	TOTAL REVENUE				\$483,748	

B. ANNUAL OPERATING EXPENSES:	
Administration	\$96,700
Maintenance	\$90,140
Total Utilities	\$98,300
Unique Operating Expenses	\$35,000
Insurance	\$30,000
Real Estate Taxes	\$38,000
Reserves & Escrows	\$62,600
EFFECTIVE GROSS EXPENSES	\$412,740
NET OPERATING INCOME	\$71,008

II. DEVELOPMENT COST

A. Acquisition or Refinance Existing Debt Costs:	
1. Acquisition/ Refinance	\$675,000
B. New Construction	
1. New Construction	\$7,762,000
2. Construction Contingency (Min 4%)	\$310,480
C. Soft Costs	
1. Professional Fees & Other Soft Costs	\$1,621,490
2. Financing Costs/Fees	\$493,000
E. Reserves	\$360,000
F. Total Development Cost (TDC)	\$11,221,970
Per Sq Ft	\$153.73
Per Unit	\$220,039

III. FUNDING SOURCES					
	Name of Source	Term	Rate	Amount	Per Unit
	1st Mortgage	30	6.50%	\$500,000	\$9,804
	LIHTC Equity			\$7,643,000	\$132,726
	GP Equity			\$150,000	\$1,961
	HOME	30	0.00%	\$800,000	\$15,686
	Other Deferred Financing	30	0.00%	\$2,128,970	\$4,902
	Total of Permanent Financing			\$11,221,970	\$196,805
	Gap			\$0	

4.28.08

Concept for Affordable Family Housing at 7440 Penn Ave Site

Project for Pride in Living, Inc. (PPL) proposes to develop a 45-55 unit multi-family rental apartment building adjacent to ISD 287's South Education Center to include 1, 2 and 3 bedroom apartment flats and townhomes affordable to families earning less than 60% of the Area Median Income.

About PPL

PPL is a nonprofit organization founded in 1972 that is dedicated to helping lower-income families develop the tools they need to achieve self-sufficiency. PPL's mission is to work with lower-income individuals and families to achieve greater self-sufficiency through housing, employment training, support services, and education.

ISD 287 South Education Center Connection

- Supports an existing Richfield institution by creating approximately 10 permanent supportive housing or service enriched units which would serve families and individuals with a connection to the ISD 287 South Education Center.
- Builds on the concept of Schools as Centers for Community to strengthen the connection between the students at the school and the broader community
- Develops a shared play area for use by residents as well as SEC students

Appropriateness of the Site for Multi-family Housing

- On commercial corridor with transit
- Consistent with MF rental context
- Proximate to jobs and services

Housing that supports Community Values

- Attractive, well designed, medium-high density affordable apartment building for families
- The development transforms a vacant site that, while open, is used by relatively few people. It creates vibrant indoor and outdoor spaces that will be enjoyed by residents as well as the students and staff of SEC
- Minimizes surface parking and mitigates storm water run-off
- Creates housing that is well designed and fits in with the mass and character of the surrounding area
- Diversify the existing housing stock by developing housing choices to attract and retain families (creating affordable 1, 2, and 3 bedroom units with amenities such as underground parking, in-unit washer and dryer, community room, play area)
- Creates a connection with the surrounding community by moving parking underground and by creating townhouse style units with individual entrances and front walkways
- Places a tax-exempt parcel back on the tax rolls (currently exempt) and pays City permit fees
- Replaces housing lost through demolition in other parts of the city
- Supports the planned revitalization for the commercial node at 66th and Penn.
- Enhances security of the area by adding "eyes on the street"
- Replaces housing lost through demolition in other areas of the city
- Diversifies the existing housing stock

Tax Base Comparison on 1.7 ac site

# Units	Type	Per unit Market Value	Per unit Annual Tax	Total Tax	Density (units/ac)
51	Multi-family (3 Story)	\$90,000	\$1,300	\$75,000	30
51	Multi-family (3 Story) LIRC	\$90,000	\$1,300	\$48,000	30
5	Single Family	\$200,000	\$2,100	\$10,532	2.95
25	3-bdrm Townhome	\$175,000	\$1,850	\$46,232	14.7
30	2-bdrm Townhome	\$150,000	\$1,575	\$47,392	17.7
10	Duplex	\$150,000	\$1,575	\$15,530	5.8
20	3-bdrm Townhome	\$175,000	\$1,850	\$37,111	11.8

RESIGNATION AGREEMENT AND RELEASE OF CLAIMS

WHEREAS, W. Lee Palmer (hereinafter referred to as "Palmer") has been employed as the Director of Human Resources by Intermediate District 287 (hereinafter referred to as the "District"); and

WHEREAS, the purpose of this Resignation Agreement and Release of Claims is to end Palmer's relationship with the District on a mutually agreeable basis;

NOW THEREFORE, the parties hereby agree as follows:

1. Resignation. The parties have mutually agreed that Palmer shall submit a letter of resignation no later than May 14, 2009 irrevocably resigning from his employment with the District effective June 30, 2009 close of business.
2. Payment. Palmer shall receive pay and benefits at the applicable rate of pay through May 14, 2009 close of business. On the first pay period following the 15-day Rescission Period, Palmer shall receive a lump sum payment equal to his applicable rate of pay for the period of May 15 through June 30, 2009.
3. Severance. The parties agree that no benefits shall be paid pursuant to Article 15 of the Administrators Employment Guide.
4. Vacation and Sick Accrual. On the first pay period following the 15-day Rescission Period, Palmer shall receive a lump sum payment for his accrued vacation leave in the amount of \$ 19,239.46. There shall be no compensation for accumulated sick leave days.
5. Member Districts. Palmer agrees not to apply for any positions with the District's member districts.
6. COBRA Benefits. Nothing in this Agreement shall be construed as impairing Palmer's rights, if any, to continue or convert any group health or life insurance coverage, and such rights, if any, shall be governed by law and the terms of the applicable plans, if any.
7. General Release. Contingent upon the District's agreement to and fulfillment of the terms and conditions stated herein, Palmer, including his heirs and assigns, hereby unconditionally releases, acquits and forever discharges the District, its representatives, employees and agents, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses, of any nature whatsoever against the District, whether known or unknown, specifically including, but not limited to, claims that are or could have been asserted in a charge of discrimination or any other action arising from his employment with or resignation from the District from the beginning of time up to the execution of this Agreement. Palmer specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal, state or local law or political subdivision thereof, any claims he may now have or could have

asserted against the District for any claim that is or could have been asserted by him against the District in any action.

Palmer specifically agrees that he is releasing all claims he has or may have against the District under many different laws, including the Sarbanes-Oxley Act of 2002, Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act (ADEA); the Family and Medical Leave Act of 1993 as amended; the Fair Labor Standards Act of 1938; the Americans with Disabilities Act as amended; Sections 503 and 504 of the Rehabilitation Act of 1973; any other federal, state, or local laws prohibiting employment or wage discrimination including but not limited to the Minnesota Dismissal for Age Act and Minnesota Human Rights Act; and state laws that regulate wage and hour matters; and any other federal, state, or local tort or contract claim.

This release does not limit Palmer's right to file a charge under Title VII, ADEA, ADA, Section 1981 or any other civil rights statute, regulation, or ordinance, or Palmer's right to participate in an investigation or proceeding conducted by the EEOC or other anti-discrimination agency. However, Palmer understands that if he signs this Agreement, and even if he files such a charge or a lawsuit, he will not be able to recover damages under Title VII, ADEA, ADA, Section 1981 or any other civil rights statute, regulation, or ordinance for any of his claims.

8. Attorneys' Fees. Each party shall be responsible for its own attorney's fees.
9. Age and Race Discrimination and Minnesota Statutory Release Notification.

Palmer represents and warrants that he is voluntarily entering into this Agreement and that he has been advised:

That this release includes, but is not limited to, all claims under the ADEA and Minnesota's Human Rights Act and Dismissal for Age Act, and Title VII of the Civil Rights Act of 1964 arising up to and including the date of execution of this Agreement;

To consult with an attorney or other advisor of his choosing concerning his rights and obligations under this release;

To consider this release before executing it;

That he has been offered 21 days to consider this Agreement before executing it; and

That this release shall become effective and enforceable fifteen (15) days (the "Rescission Period") following execution of this Resignation Agreement and Full and Final Release by Palmer, during which fifteen (15) day period, Palmer may revoke his acceptance of this Agreement by delivering written notice to Sandra Lewandowski, Superintendent, 1820 Xenium Lane North, Plymouth, MN 55441.

10. No Further Claims. Palmer represents, warrants, and agrees to refrain from instituting, prosecuting, filing or processing, or assisting or cooperating with the instituting, prosecuting, filing or processing of any complaint, charge, or any litigation against the District in any way related to or arising out of the facts, claims or issues encompassed in this Agreement, or any other claims, charges, or causes of action against the District, known or unknown, occurring up to and including the date of execution of this Agreement, except pursuant to Court order or subpoena.
11. Mutual Non-Admission. Nothing in this Agreement is intended to be, nor shall be deemed to be, an admission of liability by the District or any past or present employee, representative, Board member, that it/he/she has violated any state or federal statute, local ordinance, or principle of common law, or that it/he/she has engaged in an wrongdoing, nor shall it be in any manner construed as an admission of any wrongful conduct or liability on the part of the Released Parties, all of which are expressly denied. Similarly nothing in this Agreement is intended to be, nor shall be deemed to be, an admission of liability by Palmer or an admission that he has violated any state or federal statute, local ordinance, or principle of common law, or that he has engaged in any wrongdoing, nor shall it be in any manner construed as an admission of any wrongful conduct or liability on the part of Palmer, all of which are expressly denied.
12. Mutual Non-disparagement. Palmer shall not, directly or indirectly for himself or in the assistance of others, through any medium, disparage or defame the District, its affiliated agencies, or any of its respective employees, directors, agents, or Board members in any respect. Similarly, the management of the District shall not directly or indirectly, for themselves, for the District or in the assistance of others, through any medium, disparage or defame Palmer in any respect.
13. Employment Inquiries. All third party inquires about Palmer's employment with the District shall be directed to the Human Resources Department to handle consistent with their standard policies.
14. Severability. If any portion of this Agreement is void or deemed unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force.
15. Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. Any action arising under or interpreting this Agreement shall be filed in the U.S. District Court for the District of Minnesota unless such court lacks jurisdiction. If the U.S. District Court lacks jurisdiction, an action should be brought in the appropriate state court in the County of Hennepin.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements on the subjects addressed herein. Palmer acknowledges that he has been fully advised to consult an attorney as to the terms and provisions of this Agreement. Palmer acknowledges that in executing this Agreement he does not rely, and has not relied upon, any representation or statement not set forth herein with regard to the subject matter, basis or effect of this Agreement. Palmer represents that he has consulted with his counsel; he has carefully read the Agreement and has been fully and fairly advised as to its terms. Palmer further represents and warrants that he has been given adequate time to consider this Agreement before executing it and that he executes this Agreement as his own free act and deed.
17. Fair Construction. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.
18. Captions. The captions contained in this Agreement are for the convenience of the parties and shall not be deemed to be a part of this Agreement.

WHEREFORE, Palmer, by his signature below, accepts the terms of this Confidential Settlement Agreement and Full and Final Release and acknowledges that there exist no other promises, representations or agreements relating to this settlement, except as specifically set forth herein.

AGREED TO BY:


W. LEE PALMER

DATE: 5/14/09

INTERMEDIATE DISTRICT 287

By _____

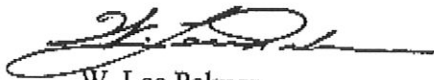
DATE: _____

May 14, 2009

Sandra Lewandowski, Superintendent
Intermediate District 287
District Service Center
1820 Xenium Lane North
Plymouth, MN 55441

Superintendent Lewandowski,

This is to notify you that effective June 30, 2009 close of business I will be resigning my position as Director of Human Resources with Intermediate District 287. I also wish to confirm that this decision is irrevocable.



W. Lee Palmer
Cc. Human Resources

INTERMEDIATE DISTRICT 287
May 14, 2009
SCHOOL BOARD CALENDAR

May 2009

14	Thursday	General Board Meeting	6:30PM	Board Rm
28	Thursday	General Board Meeting	6:30PM	Board Rm

June 2009

11	Thursday	General Board Meeting	6:30PM	Board Rm
25	Thursday	General Board Meeting	6:30PM	Board Rm

July 2009

23	Thursday	General Board Meeting	6:30PM	Board Rm
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August 2009

27	Thursday	General Board Meeting	6:30PM	Board Rm
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September 2009

10	Thursday	General Board Meeting	6:30PM	Board Rm
24	Thursday	General Board Meeting	6:30PM	Board Rm

October 2009

8	Thursday	General Board Meeting	6:30PM	Board Rm
22	Thursday	General Board Meeting	6:30PM	Board Rm

November 2009

12	Thursday	General Board Meeting	6:30PM	Board Rm
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December 2009

10	Thursday	General Board Meeting	6:30PM	Board Rm
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INTERMEDIATE DISTRICT 287
May 14, 2009
CALENDAR OF EVENTS

DATE	TIME	EVENT	DESCRIPTION OF EVENT	LOCATION
Wednesday May 20, 2009	6:30 PM	District 287 Retirement Party	Celebration Honoring District 287 Retirees (<i>Board Members are Encourage to Attend!</i>)	District Service Center Room 318
Time Change Friday May 29, 2009 Time Change	9:30 AM	Ridgedale Alternative Program Graduation	12 th Grade Graduation	Eliot Community Center
Monday June 1, 2009	7:00 PM	North VISTA Graduation	12 th Grade Graduation	North Vista Education Center
New Item Thursday June 4, 2009 New Item	9:00 AM	Hosterman Graduation	12 th Grade Graduation	Hosterman
Thursday June 4, 2009	10:00 AM	City West Academy Graduation	12 th Grade Graduation	Shady Oak
Thursday June 4, 2009	12:00 PM	PHASE/Intersect/SUN Transition	12 th Grade Graduation	South Education Center
Thursday June 4, 2009	4:00 PM	Bren Road	12 th Grade Graduation	Bren Road
Thursday June 4, 2009	5:00 PM	South Education Center Alternative Graduation	12 th Grade Graduation	SEC Gymnasium
Friday June 5, 2009	10:00 AM	Prairie Center Alternative Graduation	12 th Grade Graduation	EP Community Center
Friday June 5, 2009	9:00 AM	Venture and InVEST High School Graduation	12 th Grade Graduation	NWTC
New Item Friday June 5, 2009 New Item	12:30 PM	VECTOR North/InVEST Transition North Graduation	12 th Grade Graduation	NWTC
Friday June 5, 2009	12:30 PM	VECTOR South/InVEST Transition South Graduation	12 th Grade Graduation	SEC Gymnasium
Tuesday June 9, 2009	1:30 PM	Epsilon and County Home School (CHS) Graduation	Graduation ceremony honoring the students who are graduating high school or receiving G.E.D. certificates.	CHS Gymnasium
Tuesday June 9, 2009	6:30 PM	Phase North (Edgewood) Graduation	12 th Grade (Plus) Graduation	HTC North Campus

1st Meeting of the Month	2nd Meeting of the Month
JANUARY 8, 2009 <i>Organizational Meeting</i> ○ Oath of Office ○ Election of Board Officers <i>Regular Meeting</i> ○ Angie Eilers Presentation “Smart Investments in MN Students”	JANUARY 22, 2009 Legislative Update Strategic Plan Update Social Emotional Presentation C-Train Update Financial Report December Pay Equity Implementation Report
FEBRUARY 12, 2009 FY09 Budget Revision FY10 Budget Assumptions North Area Facilities Presentation Board Policies SSR 1 st read Attorney Client Privilege Training Technology Use Policy Explanation	<i>Meeting Canceled due to snow storm.</i>
MARCH 12, 2009 Labor Negotiation Strategy (Closed Session) Federal Stimulus Hennepin County Budget Reductions Efficiency Efforts Status Report Program Planning Projections FY10 Financial Report January Capitol Improvement Recommendations HR –Past and Proposed Board Actions Tenured Permanent Staff Reduction ULA Board Policy SSR 2 nd Read	MARCH 26, 2009 A Day in the Life at SEC Presentation Reorganization & Reductions Financial Report February Long-Term Facility Recommendation Staff Reduction ULA Resolution Program Reduction Resolution
<i>(Only one Board meeting this month!)</i>	APRIL 23, 2009 Spotlight DVD Presentation Minnesota Math and Science Teacher Academy Financial Report March Long Range Facilities Planning Presentation Superintendent & Board Evaluation Update Proposed District 287 School Calendar 2009-2010 Parameters Resolution for Refinancing Lease Agreement with Wells Fargo
MAY 14, 2009 Interagency Agreement (<i>Renewal</i> - Five Year Grant) Explore Middle Program at Edgewood Resolution to Refinance the Bren Road Lease Purchase Food Service Report Project for Pride and Living (PPL) Hennepin Technical College Space 2 nd and 3 rd Floor	MAY 28, 2009 Financial Report April Audit Open Items & Requirements changes Staff Reduction ULA Resolution FY 09 Budget Revision Non- Tenured Non-Renewals & Probationary Non-Licensed Clerical Layoffs
JUNE 11, 2009 Student Achievement in the Area of Reading 2009-10 Budget Final ULA Resolution for Licensed Staff Board Evaluation	JUNE 25, 2009 Financial Report May Employment Guides for Unaffiliated and Admin. Superintendents Evaluation Summary Approve 2009-2010 School Year Budget

1st Meeting of the Month	2nd Meeting of the Month
<i>(Only one Board meeting this month!)</i>	JULY 23, 2009 Financial Report May Legislative Session Review & Implications for District Operations
<i>(Only one Board meeting this month!)</i>	AUGUST 27, 2009 Financial Report May
SEPTEMBER 10, 2009 School Start Up Program Report	SEPTEMBER 24, 2009 Financial Report May
OCTOBER 8, 2009 Prior Year Agenda Review Student Achievement & Measurement of Progress	OCTOBER 22, 2009 Financial Report May
NOVEMBER 12, 2009 Financial Report May Prior Year Unaudited Fund Balance Report Facilities Management Update OPEB Reporting & Funding Legislative Initiatives & White Paper Review	<i>(Only one Board meeting this month!)</i>
DECEMBER 10, 2009 Financial Report May Prior Year Audit Review Facilities Management Update - Energy Audit Strategic Plan Review & Measurement Report	<i>(Only one Board meeting this month!)</i>

It's Time To Celebrate!



*The students and staff at the
Ridgedale Alternative Program
cordially invite you to attend the
graduation ceremonies
Friday, May 29th, 2009*

9:30 a.m.

6800 Cedar Lake Road

St. Louis Park, MN

At the Eliot Community Center

Parking: - Along Idaho Avenue

- Along 22nd Street

*- Small Parking Lot on
Idaho Avenue*

*- Please do not park in north lot behind
School. (Reserved for other programs.)*

Enter school via the Idaho Avenue door.

We look forward to your visit!

- The Staff at R.A.P.

**Reception to Follow*

You are cordially invited to

VECTOR and InVEST North Celebration 2009

We will be honoring the VECTOR and InVEST students
who are completing their schooling in June 2009.

When: Friday, June 5, 2009

Where: Hennepin Technical College Auditorium
9000 Brooklyn Boulevard
Brooklyn Park, Minnesota

Time: 12:30p.m. Program
Reception to follow the program,
in the Fireside Lounge

Local 2209 Uniflier



Spring 2009 Retirement Issue



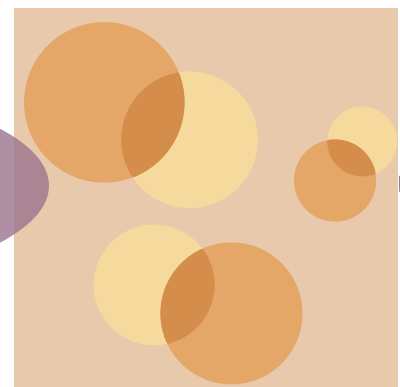
Terry Kubista has worked for District 287 since 1973. He began working for 287 as a Media Production Technician. In 1980 Terry became a Communications Media Production Instructor. Coworkers describe his flexibility, sense of humor and creativity as the strengths he brought to his teaching position. Since 2003, Terry has been an instructor at the ALC. He has taught commercial photography and graphic arts classes at both Ridgedale Alternative Program (RAP) and Prairie Center Alternative (PCA.) In 2006, Terry and another instructor led a student trip, with 20 students, to England and Wales. Terry's knowledge of British history was invaluable to the excursion!

Terry has also served over 22 years as the Treasurer for Local 2209. Bruce Mulder, Local 2209 President, said: "A wise man builds his house upon the rock. Terry has been our rock for financial stability for 20-plus years. His hard work and steady guidance have been the foundation upon which we have been able to build a strong organization equipped to serve the members of Local 2209. We appreciate how valuable Terry's contribution has been to all of us. He is 100% trustworthy and dependable."

It is no surprise that Terry has several plans after he walks beyond his work for District 287 and Local 2209:

"I plan on working in my flower garden, working as lead Camp Master for Rum River Scout Camp (Boy Scouts of America,) volunteering with the Minnesota Transportation Museum...playing really big with choo-choo trains, and maintaining "the shire."

"I plan on.... volunteering with the Minnesota Transportation Museum ... playing with really big choo-choo trains!"



I have worked at District 287 as an itinerant teacher of the blind/visually impaired for 27 years. (And 5 years before that in other districts in Minnesota.) I think that I have worked in every member district over the course of my time at #287, as well as Minneapolis, Fridley, Hutchinson, Watertown, and Norwood-Young America. I have done home visits to work with infants and families, and also worked with blind and low vision students in preschool through 12th grade.

I think that the best part of my job has been working with the other members of our team who serve students with visual impairments. Many days I go home smiling because of something unique or special a student said or did that day.

During retirement, I'm hoping to spend more time with my grandchildren (three of them), travel a little, spend more time in our favorite vacation places (Fort Smith, Montana and Mesquite, Nevada), and become reacquainted with some neglected hobbies and leisure activities.

I am grateful for the many wonderful years at Intermediate District 287 working with such fantastic people!



Sally Endris

"Many days I go home smiling because of something unique or special a student said or did that day."

Don't underestimate the value of doing nothing, of just going along, listening to all the things you can't hear, and not bothering.

- A.A. Milne

Other 2009 Retirees :

Sheryl Blaisdell
Edward Fagin
Mary Moga





"Retirement? What is that?"

Over the years as Support Service Manager/ Program Facilitator, I have worked with high school, transition, and post secondary students in career programs at the Hennepin Technical College campus. The variety of students from many different school districts, and the opportunity to work together with talented, dedicated instructors, always kept this assignment interesting, challenging, and most gratifying.

Marilynn Cook

While finishing my special education course work, my advisor suggested that I consider a student teaching experience in the Twin Cities at District 287, CSRC, and so I did. Working alongside Wayne Urbaniak I knew I had found the place to continue my career in education. Thankfully, I was hired by 287 for the Post Secondary Support Service Manager position, providing services to students with disabilities to assist them in vocational training (now Career/ Technical Education). That was 33 years ago.

Highlights over the years include being a part of planning both the VECTOR program and the Career Assessment Service, guiding an Enrollment Management process for HTC, and planning and implementing Career Cluster programs for high school students. My career was expanded and enriched through committee work, such as Liaison groups, Staff Development, Re-licensure, and Strategic Planning. I feel very privileged to have worked with amazing professionals both within District 287 and our member districts. Thank you, District 287! I'm looking forward to the next chapter in this great book of life. Retirement? What is that?

The trouble with retirement is that you never get a day off.
- Abe Lemons



"Retirement: When you stop living at work and begin working at living."

I went back to school in 1986 and completed the Interpreter Training Program. In October 1988 I was asked to fill a maternity leave in the Deaf/Hard-of-Hearing program at the Seward School in Minneapolis. I worked in self-contained classrooms and main-stream situations with a variety of students. This program moved to Anne Sullivan in Minneapolis and I stayed for 13 years as an itinerant in Minneapolis. I worked at Phase and Intersect Programs in Eden Prairie, SUN in Richfield and those at SEC.



Cheryl Kinney

I have been fortunate to meet many talented staff and share their classrooms through the years. A wide variety of students have helped me with gifts of patience, kindness and understanding.

Retire - that was something my parents did, but here it is ... Retirement: when you stop living at work and begin working at living.



There is a whole new kind of life ahead, full of experiences just waiting to happen. Some call it "retirement." I call it bliss.

- Betty Sullivan

BEST WISHES TO ALL THE 287 RETIREES!