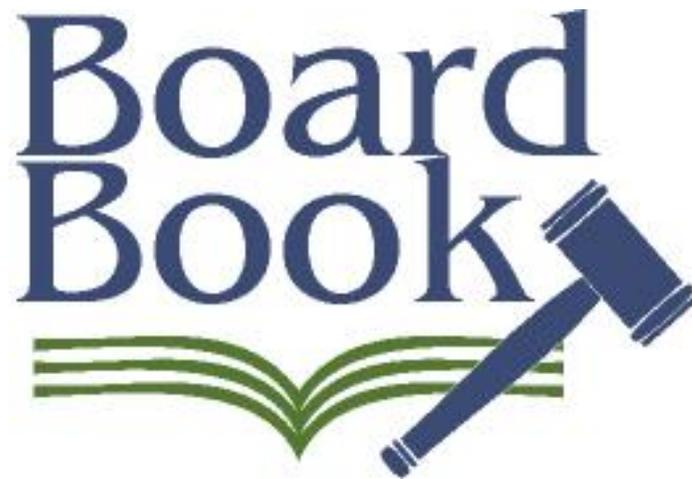


Intermediate District 287

Responsive. Innovative. Solutions.



Intermediate District 287

Regular Meeting

Thursday, July 22, 2010 6:30 PM

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS

GENERAL MEETING OF THE BOARD

Thursday, July 22, 2010

6:30 PM @ District Service Center Board Room

AGENDA

Page #

1. **CALL TO ORDER** (Action)
2. **APPROVAL OF GENERAL MEETING AGENDA** (Action)
3. **OPEN FORUM** (Information)
4. **APPROVAL OF CONSENT AGENDA** (Action)
 4. 1. Review of Memo Regarding Smart Board Installation 5
 4. 2. General Board Meeting Minutes from June 24, 2010 6
 4. 3. Routine Human Resource Activities for July 22, 2010 8
5. **SHARE THE SUCCESS & RECOGNITIONS - None**
6. **SUPERINTENDENT'S REPORT**
 6. 1. ALC Plus Partnership with Hennepin County (Action) 19
Approval of a County/Suburban program that provides integrated educational and County support for at-risk youth who receive Hennepin County services such as probation, mental health, truancy, and out-of-home placement. ALC Plus is a sister program to Success Academy in Minneapolis and provides for comparable collaborative school and County support services and alternative pathways to graduation for suburban youth.
 6. 2. Multiple Pathways to Graduation / Philadelphia Site Visit (Information) 44
7. **INSTRUCTIONAL REPORT** (Information)
 7. 1. Ramp-Up 51
A written summary is attached, reporting results of the 2009-2010 RAMP-UP Supplemental Education services program.
 7. 2. Test Scores 58
A memo is attached summarizing 2009 Adequate Yearly Progress results.
 7. 3. Itinerant Zoomerang 64
The attached memo is a written summary of the Special Education Directors' meeting in April, which focused on the planning and billing process of itinerant Services. The meeting was followed up with a Zoomerang survey to evaluate the quality of the training and materials.
 7. 4. Minnesota Math and Science Teacher Academy (MSTA) Video
8. **ADMINISTRATIVE SERVICES REPORT**
 8. 1. Financial Report
 8. 1. 1. Approval of Routine Monthly Finance Report (Action) 65
Janet Johnson will provide an overview of the monthly finance report and the Board will be asked to approve it.
 8. 2. Facilities Report
 8. 2. 1. North Education Center (NEC) Facility Committee Report (Information) 76
Committee Chair Peyton Robb will provide a the outcomes of the July 20, 2010

meeting, including the walking & biking pathways at NEC, the NEC Closing & Financing Timelines, the DIRT wall system, a revised schedule of Committee meetings and two items for Action by the Board.	
8. 2. 2. North Education Center (NEC) Design & Financing Options (Information) Janet Johnson will provide a review and summary of the three Design Options including the financing implications and impact of lease costs of each. A memo will be available at the Board meeting.	82
8. 2. 3. North Education Center (NEC) Facility Committee Report (Action) Committee Chair Peyton Robb will share the recommendation of the Board Facilities committee to eliminate Option #1 from further consideration and ask for a motion to approve this recommendation.	88
8. 2. 4. North Education Center (NEC) Facility Committee Report (Action) Committee Chair Peyton Robb will share the Facilities Committee recommendation regarding a response to District #281's letter of July 19, 2010 and ask for a motion to approve the 287 letter.	89
8. 3. Human Resource Report - None	
8. 4. Bloomington Public Schools - Closed Session Discuss next steps in Bloomington Public Schools withdrawal from intermediate District 287. The School Board may hold a closed meeting pursuant to Minn. Stat. §13D5, subd. 3(c) to develop a plan for evaluation of the district's real and personal property.	94
9. BOARD BUSINESS	
9. 1. Policy Review & Revision (Information)	
9. 1. 1. Policy Development, Adoption, Implementation and Review	99
9. 1. 2. Health and Medical Policy First Read (Information)	103
9. 2. Annual Organizational Memberships (Actions)	109
It is recommended the Board approve the renewal of instructional memberships and dues in Association of Educational Services Agencies Minnesota Membership (AESA), Association of Metropolitan School Districts (AMSD), Educational Cooperative Services Unit (ECSU), Minnesota School Board Organization (MSBA), National School Boards Association (NSBA), Technology & Informational Educational Services (TIES), and Twin West Chamber of Commerce.	
9. 3. Auditors Compliance - Public Officers's Interest in Contracts (Information)	111
Per Minnesota Statute §471.87, a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest, directly or through his or her spouse, in that sale, lease, contract, or personally benefit financially therefrom.	
9. 4. Board Reports	
9. 4. 1. Chair Report	
9. 4. 1. 1. Superintendent Contract Negotiation Committee	
9. 4. 1. 2. Superintendent Evaluation Process Committee	
9. 4. 1. 3. Board Evaluation Discussion	
The School Board Evaluation discussion will focus on the following four questions.	
1. Looking back over the past year, what events stood out for you this past year?	
2. Considering the work done by the school board, what did you find most successful, useful, exciting or rewarding?	
3. The school board faced a number of challenges this past year. What do you think about how the school board processed these	

challenges?

4. Looking forward to next year, what actions can be taken to continuously improve the school board?

9. 4. 2. AMSD Report (Ann Bremer) - None

9. 5. **District News** *(Information)*

9. 5. 1. School Board Planning Calendar 112

9. 5. 2. July 22, 2010 Calendar 114

9. 6. Once Around the Table

10. **ADJOURNMENT**

Intermediate District 287

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INTER-OFFICE MEMORANDUM

DATE: July 15, 2010

TO: Sandra Lewandowski, Superintendent
Colleen Baumtrog, Executive Director of Administrative Services

FROM: Chad Maxa, Director of Information Technology

RE: **Board Approval of Classroom Smart Board RFP Awards**

The purpose of this memo is to briefly summarize our Smart Board initiative in the District, and to seek the Board's approval of the recommended proposals resulting from our Smart Board RFP.

Background Information

In an effort to enhance and increase our instructional technology within the District, we are currently in the process of equipping approximately 50% of our classrooms with Smart Boards and voice amplification systems. The pre-wiring for the selected classrooms has already been completed, and we are excited to proceed with the final phase of this project, which involves the equipment purchase and installation.

To ensure that this new technology is fully utilized by instructional staff, we have also scheduled numerous training opportunities for our teachers, and their response has been so overwhelming that we are in the process of adding more training dates to handle the volume.

Proposal Recommendation

Requests for proposals were received on July 14th by 2:00PM from three local Audio/Video vendors. The RFP's were closely scrutinized using the following criteria:

- Pricing and proposed delivery and install dates
- Completeness, thoroughness and detail of your response
- Vendors must specify/attach documentation as to what equipment you are quoting.
- Vendor understanding of the project and work to be done.

After closely reviewing the vendor responses with Purchasing, my award recommendations are as follows:

- Purchase of Extron equipment to Alpha Video, Edina, MN: \$163,694.
- Labor and purchase of NEC projectors to Rav Technologies, Plymouth, MN: \$69,375
- Purchase of Smart Boards to Tierney Brothers, St. Paul, MN: \$72,410

The total cost of this project is \$305,479 and has already been accounted for in the FY11 budget.

DISTRICT 287 REGULAR BOARD MEETING
Intermediate District 287
June 24, 2010
MINUTES

1. CALL TO ORDER

Chair Linda Johnson called the regular meeting to order at 6:35 PM 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	Carol Bomben
270 Hopkins	Sally Johnson
276 Minnetonka	Don Draayer
278 Orono	Michèle Kunz
279 Osseo	Steven Antolak
280 Richfield	Nancy Rowley
281 Robbinsdale	Linda Johnson
284 Wayzata	Carter Peterson
277 Westonka	Ann Bremer

Absent: 273/Robb and 283/Rykken
Guests: Mark Thiede and Rick Wessling
287 Administration: Sandra Lewandowski, Jane Holmberg, Laura Keller-Gautsch, Janet Johnson, Tom Shultz, Chad Maxa and Wauneen Mgeni
287 Staff Members: Sherry Landrud, Nancy Soliday, and Bruce Mulder

Board member Arlene Bush (Bloomington) left the meeting at the beginning of the Closed Session

2. APPROVAL OF GENERAL MEETING AGENDA

The general meeting agenda was presented for approval with the following change to move agenda item 6. Superintendent Report after agenda item 8. Administrative Services. *Motion by Carol Bomben, seconded by Nancy Rowley, 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 June 10, 2010; CAREI Grant from the University of Minnesota; and approval of the Routine Human Resource Activities for June 24, 2010. *Motion by Don Draayer, seconded by Greg Thielsen, to approve the consent agenda as presented. All in favor. Motion carried unanimously.*

5. SHARE THE SUCCESS & RECOGNITIONS - None

6. SUPERINTENDENT'S REPORT

Superintendent Lewandowski briefly updated the Board on the upcoming Hennepin County trip to visit dropout prevention programs in Philadelphia.

Superintendent Lewandowski provided a brief overview on the June 17 Business Directors and Superintendents meeting.

At the recommendation of Board Chair Johnson, *a motion was made by Carter Peterson, seconded by Steven Antolak, to close the meeting to develop a plan for evaluation of the District's real and personal property, as required in Minnesota Statute §13D.05, subd. 3(c). All in favor. Motion carried.* The meeting was closed to the public at 9:31 PM. *A motion was made by Carter Peterson, seconded by Greg Thielsen, to reopen the general meeting. All in favor. Motion carried unanimously.* The general meeting reopened at 10:03 PM

7. INSTRUCTIONAL REPORT

Mrs. Sherry Landrud, Intermediate District 287 Reading Coordinator, and Mrs. Nancy Soliday, Intermediate District 287 Reading Specialist at Edgewood, presented to the Board the remarkable reading gains made after three years of concerted efforts to create a culture of reading. This past school year the District established the expectation that each student in a Special Education program would improve his or her reading skills. Mrs. Landrud presented sample individual, class, and building data, including results that the average lexile growth for the 115 students in Read 180 was 123. The District celebrates this achievement because typical school year growth in Special Education would be 35 lexiles for middle school students or 25 for high school students. Building on this success next year, there will be an expanded team of reading specialists reaching every program, including those in the Area Learning Center. This group will work with administrators this summer to set literacy goals for the Professional

Learning Communities. The Board expressed their deep appreciation for this work and hope that the District will be able to expand its consultation services in reading in order to help other districts with similar populations or using similar programs.

8. ADMINISTRATIVE SERVICE REPORTS

Financial Report

Ms. Janet Johnson, Director of Finance Services, presented the monthly financial report for June 2010. *Motion by Greg Thielsen, seconded by Ann Bremer, to approve the monthly financial report as presented. All in favor. Motion carried unanimously.*

Ms. Janet Johnson, Director of Finance Services, provided an overview of the Original Budget for School Year 2010-2011 (Fiscal Year 11). *A motion was made by Ann Bremer, seconded by Carter Peterson, to approve the adoption of the Original Budget for School Year 2010-2011 (Fiscal Year 11). The Estimated Beginning Fund Balance of the total governmental funds for July 1, 2010, is \$8,770,366. The Original Budget for FY11 shows total revenue of \$75,670,471, and total expenditures of \$73,704,473, for a total projected fund balance of \$10,736,364 at June 30, 2011. No discussion. Motion carried unanimously.*

Facilities Report

Superintendent Lewandowski provided a brief overview of the projected District-owned and District-leased buildings as a reference point for the North Education Center (NEC) discussion. She highlighted how enrollment is continuing to grow in Special Education and the anticipated growth in the Area Learning Center. Superintendent Lewandowski introduced Mark Thiede and Rick Wessling from TSP Architects. Mr. Thiede and Mr. Wessling reviewed elements of the North Education Center schematic design report summarizing decisions made to date and including projected costs. Mr. Thiede also presented how the design might change to accommodate three different total square feet options. Superintendent Lewandowski explained, and Board Chair Johnson reviewed a cost comparison for the three options. The third option includes eliminating one current leased space, showing it to incur the lowest long-term cost. Board member S. Johnson expressed concern for the design and its sensitivity to the mobility needs of SUN students. Superintendent Lewandowski indicated further analysis of her concerned would be completed. *Motion by Steven Antolak, seconded by Michèle Kunz, to approve the schematic design of North Education Center as presented. All in favor. Motion carried unanimously.*

Mr. Tom Shultz, Director of Facilities, and Superintendent Lewandowski encouraged approval of a North Education Center Review & Comment as presented. *Motion by Ann Bremer, seconded by Don Draayer, to approve the North Education Center Review & Comment as presented. All in favor. Motion carried unanimously.*

Mr. Tom Shultz, Director of Facilities, recommended approval of sending Robbinsdale Areas Schools a response letter as presented. *Motion by Nancy Rowley, seconded by Sally Johnson, to approve sending Robbinsdale Areas Schools a response letter as presented. L. Johnson Abstain. Motion passed.*

Mr. Tom Shultz, Director of Facilities, recommended approval of the Attachment 10 Performance Criteria and Health & Safety to Minnesota Department of Education (MDE) as presented. *Motion by Carter Peterson, seconded by Carol Bomben, to approve the Attachment 10 Performance Criteria and Health & Safety to Minnesota Department of Education (MDE) as presented. All in favor. Motion carried unanimously.*

Human Resources Report - None

9. BOARD BUSINESS

Chair Report

Board Chair Johnson provided a brief summary on the Superintendent Evaluation results. Superintendent Lewandowski was highly commended on several outcomes and provided Opportunities for Action for the 2010-2011 school year.

Board Chair Johnson recommended having a Board evaluation/discussion at the July 22 Board meeting.

AMSD Report - None

Organizational Report - None

Once Around the Table - None

10. ADJOURNMENT

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

The next general meeting will be held on July 22, 2010, at 6:30 PM in the DSC Board Room.

Submitted by
Wauneen Mgeni
Secretary to the Board

Signed: Chair _____ Clerk _____

Date _____ Date _____

**ROUTINE HUMAN RESOURCES ACTIVITIES FOR THE INTERMEDIATE DISTRICT 287
SCHOOL BOARD – July, 2010**

LICENSED STAFF

1. New Hires:

A. Regular

- MICHELLE AXELL, Special Projects Manager at the District Service Center effective July 1, 2010 – 1.0 FTE.
- KAREN K. BERGANTINE-BOLSTAD, Mathematics Instructor at Hennepin County Home School effective August 24, 2010 – 1.0 FTE.
- JENNIFER K. JUSTEN, English Language Arts/Reading at Hennepin County Home School effective August 24, 2010 – 1.0 FTE.

B. Reinstatement of Licensure Waivers

-

Reinstatement

-

C. Temporary:

- MARIE ABELE, Independent Study Program Lead at Richfield High School effective July 1, 2010 through June 30, 2011.
- ROBERT ANDRESEN, Online English Instructor effective June 15, 2010 through August 31, 2010.
- SANDRA BELKENGREN, Independent Study Phy. Ed./Health Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- PAUL BENNETT, Independent Study Social Studies Instructor at Prairie Center Alternative effective July 1, 2010 through June 30, 2011.
- DAVID BOIE, Independent Study Science Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- JENNIFER BORMES, Independent Study Social Studies Instructor at Westonka High School effective July 1, 2010 through June 30, 2011.
- CARRIE J. BRINKMAN, Independent Study Math Instructor at Cooper High School effective July 1, 2010 through June 30, 2011.
- REBECCA A. BROWN, Independent Study Program Lead at Prairie Center Alternative effective July 1, 2010 through June 30, 2011.
- REBECCA BRUSTAD, Curriculum Development for CTrain at South Education Center effective May 24, 2010 through June 30, 2010.

- REBECCA BRUSTAD, Independent Study Business Instructor at Prairie Center Alternative effective July 1, 2010 through June 30, 2011.
- TRAVIS BUSCH, Independent Study Math Instructor at Eden Prairie High School effective June 21, 2010 through June 30, 2011.
- PAMELA CARLSON, Curriculum Development for CTrain at South Education Center effective May 24, 2010 through June 30, 2010.
- JANE CHAMPLIN, ELL Instructor for Homebound effective July 1, 2010 through June 30, 2011.
- SARAH CHRISTOPHERSON, Online Social Studies Instructor effective June 15, 2010 through August 31, 2010.
- TERESA ESNOUGH, Independent Study Science Instructor at Cooper High School effective July 1, 2010 through June 30, 2011.
- JON FILA, Grant Work at the District Service Center effective July 1, 2010 through August 31, 2010.
- DANIEL FOGELSON, Independent Study Social Studies Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- KATHRYN FULLMER, Independent Study English Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
- JASON GAGNON, Independent Study Social Studies Instructor at Cooper High School effective July 1, 2010 through June 30, 2011.
- ELIZABETH HOLLAND, Independent Study Math Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
- KARAH HOLLE, Online English Instructor effective June 15, 2010 through August 31, 2010.
- COURTNEE JACKSON, Independent Study Social Studies Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- ALICIA L. JENSEN, School Counselor at Hennepin County Home School effective September 7, 2010 through June 10, 2011.
- NICOLE N. KETCHER, Independent Study Math Instructor at Westonka High School effective June 16, 2010 through June 30, 2011.
- BETH KIENE, Independent Study Science Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- JANE KLEINMAN, Online Health/Phy.Ed. Instructor effective April 15, 2010 through June 30, 2010 and June 15, 2010 through August 31, 2010.
- MICHELLE C. KOPE, Independent Study English Instructor at Cooper High School effective July 1, 2010 through June 30, 2011.
- JOHN LARSON, Independent Study Science Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.

- AMBER LEHMAN, Independent Study Math Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
-
- DARLENE LEIMER, Online Business Instructor effective June 15, 2010 through August 31, 2010.
- TARIK LEMTOUNI, Online Math Instructor effective June 15, 2010 through August 31, 2010.
- JULIE LENTZ, Online Social Studies Instructor effective June 15, 2010 through August 31, 2010.
- CANDACE LEOPOLD, Curriculum Development for CTrain at South Education Center effective May 24, 2010 through June 30, 2010.
- SHIOW-JEN LIANG-SUN, Online Chinese Instructor effective June 15, 2010 through August 31, 2010.
- KATHY LORENZ, Independent Study Science Instructor at Prairie Center Alternative effective July 1, 2010 through June 30, 2011.
- DIANE LUDVIGSEN, Independent Study Science Instructor at Westonka High School effective June 16, 2010 through June 30, 2011.
- THOMAS LYNCH, Independent Study Social Studies Instructor at Prairie Center Alternative effective July 1, 2010 through June 30, 2011.
- DONNA MOE, ACE V Grant Work effective June 11, 2010 through July 31, 2010.
- BONNIE MUELLER, Independent Study English Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- MATTHEW MULLENBACH, Independent Study Math Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- TODD MUNSTERTEIGER, Independent Study Program Lead at Westonka High School effective July 1, 2010 through June 30, 2011.
- DEREK NELSON, Independent Study Math Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- STACIE NIELSEN, Independent Study English Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- LINDA OBERG, Social Emotional Learning Coordinator at South Education Center, curriculum planning for the 2010-2011 school year effective June 15, 2010 through June 30, 2010.
- DUANE PERSZYK, Independent Study English Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
- MARY PETERS, ACE V Grant Work effective June 11, 2010 through July 31, 2010.
- DEBRA PFLIPSEN, Independent Study Math Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.

- ANDREA PLOWMAN, Independent Study Social Studies Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- ALYSON PURDY, Online Biology Instructor effective June 15, 2010 through August 31, 2010.
- WILLIAM RAUEN, Online Math Instructor effective June 15, 2010 through August 31, 2010.
- NICOLE REBER SCHIFFLER, Independent Study English Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- LAURA L. RITTER, Independent Study Coordinator at Cooper High School effective July 1, 2010 through June 30, 2011.
- BRIAN ROSENBERG, Independent Study Math Instructor at Cooper High School effective July 1, 2010 through June 30, 2011.
- JAYSON SANDEEN, Independent Study Science Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
- LINDSEY SCHIFFLER, Independent Study English Instructor at Westonka High School effective June 16, 2010 through June 30, 2011.
- SARA SCHWARTZ, Independent Study Social Studies Instructor at Westonka High School effective July 1, 2010 through June 30, 2011.
- KATIE SEEHUSEN, Independent Study English Instructor at Westonka High School effective July 1, 2010 through June 30, 2011.
- DONNA SMESTAD, Online Independent Living Instructor effective June 15, 2010 through August 31, 2010.
- KATHERINE SOLBERG, Independent Study ELL Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
- DANIEL SPARKMAN, Independent Study Program Lead at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
- JAMES P. STANTON, Independent Study Science Instructor effective July 1, 2010 through June 30, 2011.
- MARY STANTON, Independent Study English Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- MARY STRAMPE, Independent Study English Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
- JENNIFER TUURI SAYBOLT, Independent Study English/Language Arts Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- JENNIFER TURRI SAYBOLT, Online English Instructor effective June 15, 2010 through August 31, 2010.

- PRINCESA VanBUREN, Online Science Instructor effective June 15, 2010 through August 31, 2010.
- TRAVIS VOELS, Grant Work at the District Service Center effective July 1, 2010 through August 31, 2010.
- JENNIFER WAGNER, Independent Study Math Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011.
- JOHN M. WARDLOW, Independent Study Health/Phy. Ed. Instructor at Westonka High School effective June 16, 2010 through June 30, 2011.
- JOSHUA WENZEL, Independent Study Social Studies Instructor at Eden Prairie High School effective July 1, 2010 through June 30, 2011
- STEPHANIE WHEELLOCK, Independent Study English Instructor at Westonka High School effective June 16, 2010 through June 30, 2011.

D. Substitutes

-

2. Extended Leaves of Absence:

A. Unpaid

-

3. Separations:

A. Dismissal

-

B. Resignation

- RACHEL LONDON-NYHUS, School Psychologist at Hennepin County Home School, effective 6/30/2010.

C. Retirement (Regular/Disability)

-

4. Other:

A.

* Indicates delay due to background check

** Indicates delay due to approval of Community Expert Request/license.

NON-LICENSED STAFF:

1. New Hires:

A. Regular

- MASON JOHNSON, Education Assistant at the South Education Center, **refill for B. Dolan**, effective August 30, 2010 Step 6 Lane 5 +BA – .875 FTE.
- TONI ZITZLOFF, Clerical at the District Service Center, **refill for J. Tuorila (transfer)** effective June 21, 2010 Grade III - 12 month – .8 FTE.
- WANDA NICKOLAI, Cook at South Education Center, **refill for E. Straw**, effective June 30, 2010 12 month – 1.0 FTE.
- MELINDA STATHOPOULOS, Clerical at South Education Center, **additional position due to increased enrollment**, effective July 19, 2010 Grade III - 12 month – 1.0 FTE.
- GEORGE BRADLEY, Education Assistant at Bren Road Education Center, **refill for L. Walsh (transfer)**, effective August 30, 2010 Step 3 Lane 5 +BA - .875 FTE.

B. Temporary

-

C. Substitutes

-

2. Extended Leaves of Absence:

A. Unpaid

- MAUREEN JOHNSON, Clerical at South Education Center Alternative, 1.0 FTE effective June 21, 2010 through August 13, 2010.

3. Separations:

A. Dismissal

-

B. Resignation

-

C. Retirement (Regular/Disability)

-

ATTACHMENT TO ROUTINE HUMAN RESOURCES ACTIVITIES REPORT

Summer School

Special Education (FY10 wrap-up and FY11 start-up hours)

Kristi Bergstrom	Jo Dunham	Terrence Haggar
Amanda Klutman	Jennifer Korolewski	Robert Lauman
Doris Moylan	Matthew Smith	Paul Sterlacci
Robin Thomas	Sherry Weise	

Licensed

ALC

Roselyn Baier	Lynda Benkofske	Pamela Carlson
Jane Champlin	Michelle Commander	Kelly Garita
Theresa M. Guthrie	Rob J. Kieffer	Eric Michelsen
Doris Moylan	David T. Nunez	Rosemary Ruffenach
Anne L. Runck	Ron L. Wagar	

Special Education

James Aardema	Steve Agre	Alisa Anderson
Jeremy Anderson	Kathleen Anderson	Nancy Appel
Katherine Asplin	Emily Axtmann	Jason Backes
AnnMarie Bailey	Gregory Baker	Katrina Balvance
Maribeth Barrett-Grimsby	Katie Bastiansen	Lynn Bathke
Robert Bathke	Barbara Becker	Karen Bendtsen
Jayme Bennett	Karen Berger	Julia Berry
Joya Bromeland	Beth Bruner Shorten	Tamara Bussman
Greg Cardelli	Max Carruth	Susan Comer-Bergen
David D. Cook	Jennifer Curtis	Amanda Dittbenner
Meghan Dobson	Bret Domstrand	Paige Dopp
Susan Dunbar	Jo Dunham	Joyce Eckes
Jodi Eggenberger	Brandi Engelby	Kathy Enselein
Rainbow Espinosa	Andrea Faeh	Therese Feldmeier
Melissa Fishbaugher	Bryon Fraser	Mary Fredenburg
Mary Frush	Chelsea Gates	Nancy Gilbertson
Robert Graham	Rhonda Greiff	Barbara Hagel
Michelle Hald	Kate Hanagan	Andrew Hannan
Peter Harrell	Stephanie Hawley	Erin Hassemer
Jimmie Heags	Chris Heitz	Steve Higgins
Mary Hogetvedt	Christine Hunsburger	Jeff Jacobs
Alicia Jensen	Mary Johnson	Tim Johnson
Kelly Jones	Cassie Jordan	Jennifer Justen
Jessica Kast	Cheryl Katz	Anne Keefe

Special Education (continued)

Talia Kendzora	Niki Kennedy	Mimi Klane
Stephen Koepcke	Leanne Kopisca-Steffens	Amy Koch
Jennifer Korolewski	Nancy Kracl	Keri Krenz
Domenic Lalama	Jessica Larson	Robert Laumann
Lynn Legois-Goggin	Paula Lehman	Melanie Leite-Carroll
Jesse Lesnau	Laurie Levin	Kristofer Lyngass
Catherine MacLaughlin	Vincent dePaul McMahon	Judith Marohn
Amanda Matter	Brent Maves	Maggie McDonald
Anne McGannon	Betsy Mertz	Rebecca Mijal
Donna Moe	Laura Moore	Gail Morris
Anne Morseth	Doris Moylan	J. Mutchler
Ruth Norman	Judith Normandin	Margaret Oliver
Justin Ore	Shaun Pakenham	Lisa Pelzer
Mike Perczyk	Mary Peters	Brooke Peterson
Dawn Peterson	Hugh Peterson	Lyla Peterson
Mary Peyton	Don Pietrick	Cathleen Pinkosky
James Reed	Connie Richardson	Bonnie Rinker
Rosemary Ruffenach	Matt Sabin	Lynn Scherfenberg
Jennifer Schmitz	Teresa Schrempp	Erlene Schwartz
Linda Seifried	Mary Semmer	Katherine Shearer
Sandra Shetka	Julie Shobe	Melissa Simmer
Eric Skoglund	Nancy Soliday	Jody Southerling
Evelyn Souza-Johnson	Ann Staby	John Stallman
Paul Sterlacci	Debra Sytsma	Kayleen Taffe
Rich Thiesen	Justena Thomas	Robin Thomas
Marcia Thompson	Scott Tousignant	Kristen Treuting
Sandra Tufte	David VanDenBoom	Ann Verdegan
Andrew Ward	Marcus Washington	Dwain Weddall
Linda Weegmann	Kate Wessel	Harold White
Bonnie Willert	Blake Wilson	Brad Wing
Georgeann Wobschall	Elizabeth Wyberg	Christine Zweber

Summer Transition Program

Angela Abraham	Karen Berger	Joya Bromeland
Jane Cacich	Diane Dohnalik	Patricia Donaldson
Robin Exsted	Sylvia Kay Frase	Sherilyn Frisque
Thomas Godfrey	Diane Grundyson	Alyson Gullette
Melissa Horejsi	Scott Karli	Lori Klein
Julie Kochevar	Nancy Kracl	Bryce Lastine
Laurie Levin	Melissa Martin	Judith Normandin
Jim Patterson	Kathy Saporito	Pam Schumacher
Jennifer Stroeing	Kelly Ward	Jeannie Worden
Robert Zima		

West Suburban Summer School

Jennifer Heimlich
Vickie Maus
Bryan Olson
Kathy Reynolds
Jenika Solheid
Kristiann Stotz
Jane Zins

Heidi Knudsen
Lynn Norby
Jim Pekarek
Matthew Scheidler
Guy Stewart
Juris Terauds

Jack Kreitzer
Anne Norsted
Kendra Rask
Jodi Schleyer
Cindy Stoa
Emily Wyse Moore

Non-Licensed

Area Learning Center

Helen Casey

Epsilon / Omegon

Tim Yearneau

Special Education

Amber Abreu
Jaime Anderson
LeeAnn Arnquist
Melissa Baker
Deborah Barnes
Tom Beers
Zane Bishop
Brian Boldt
George Bradley
Brian Burns
Randy Carter
Mary Beth Clark
Cari Cordova-Sandstrom
Alisha Cotto
Bradley Dahedl
Sandra DeSchane
Pamela Doll
Ellen Dunkle
Don Edmondson
Mary Eilers
Joan Elliott
Natalie Feldmeier
Catherine Foncha
Subor Freeman
Daniel Frush
Gail Goodfellow
Paul Gudnason

Kathy Adams
Tammy Anderson
Rondale Austin
Shannon Bass
Patty Bates
Michael Berns
Stanley Blanchard
Doug Booth
Jesse Briggity
Kari Cardelli
Kathleen Causton
Melissa Clutter
Kristy Costello
Rosemary Curran
Megan Dargis
Shannon Diedrich
Celeste Dopp
Cindy Dzimian
Lakia Edmondson
Joanne Ekert
Maggie Elliott
Laura Ferrian
Megan Frank
Susandrha Friesen
Jacob Frush
Cheryl Gorman
Nancy Guelich

Aisha Anderson
Tera Arbogast
Cindy Baker
Mary Banti
Rebecca Beaudette
Kathy Bennett
Laura Bogenreif
Jan Boyer
Cindy Brose
Melisha Carroll
Kathleen Clark
Taften Colbaugh
Nancy Crabbe
Lisa Czyson
Beverly Deckert
James Dmohoski
Amanda Dubbin
Deb Edmondson
Elizabeth Eiler
David Ellingson
Diane Erickson
Alicia Fink
Sheri Frank
Jaclyn Frost
Sam Goetsch
Kelly Griesbach
Karin Gustafson

Special Education (continued)

Johnnie Gurley	Denise Haage	Clyde Haerle
Terry Haggart	Kimberly Hershey	Leavale Hicks
Rikke Hill	Maureen Holly	Rosie Hooper
Zeb Howell	Diane Hoyos-Gomez	Alisha Huber
Haley Hunter	Frances Huston	Thomas Jackson
Sheri Jaiyesimi	Letitia Jennings-Holmes	Jenn Johnson
Rebecca Johnson	Mason Johnson	Regina Johnson
Scott Johnson	Dennis Joyner	Rebecca Justiniano
Kevin Kastelle	Richard Keeney	Pauline Kelly-Osenberg
Lamin Khan	Mohamed Khan	Kelsey Kiefer
Scharrel Krause	Retha Kraay	Rosalie Kranz
Debra Krug	Gwen Lehrke	Anita Leonard
Sheila Lindell	Joan Locke	Tim Loyd
Candace Lovett	Scott Ludwig	Daniel Luedtke
Judy Marhula	Rose Ann Mazierski	Marlon McCoy
Rachel McClendon	Kelly McIntosh	Marissa Medina
Eric Mickelson	Ardath Miller	Jessica Miller
Tracy Mooney	Cheryl Morgan	Sharon Morgan
Stephanie Morgan	Julie Murphy	Tracy Murray
Kelly Mwei	Sarwee Nah	Joshua Navarrete
Alex Nelsen	Misty Newton	Michaela Newago
Mary O'Neal	Hilda Orieny	Myra Patterson
Shatika Penny	Shaun Proudluck	Lisa Peterson
Pierre Philistin	Emily Pickford	Patrick Pilla
Kay Pitney	Dawn Reese	Billie Ross
Kirstin Rocchio	Nathan Rowan	Sharon Rowan
Ruth Ann Ruffin	Mary Resnikoff	Joan Reynolds
Margie Reynolds	Dawn Roberg	Lori Ruegemer
Geoff Saign	Samantha Sandgren	Bill Sandy
Greg Saylers	James Schmidke	Bill Schwartz
Jodana Sharapata	Gretchen Shogren	Ben Sibia
Tom Simshauser	Molly Singeton	Lunga Sinuka
Lisa Smith	Eric Spencer	Nicoleena Sutherland
Patricia Swanson	Pam Taylor	Mary Taylor
Ashley Tauer	Deb Thompson	Jeffrey Tillman
Sue Troutman	Crystal Visneski	Deb Voight
Mae Volk	David Ward	Joanne Weum
Samie White	Sandy Wilson	Tangela Wilson
Cynthia Woehnker	Emila Woods	Kim Woodworth-Anderson
Donna Wozny	Scott Wright	Sefika Zejnilovic
Augustus Brooks	Susan Goodwin	Laura Shirley
Leslie Phillips	Rita Sellers	

Summer Transition Program

Meghan Andryski

Cheri Godfrey

Eric Sievert

Allison Cacich

Lindsey Cacich

Nick Naidicz

William Sievert

Christa Heilman

Dasha Dohnalik

Amy Richards

Sara Ward

West Suburban Summer School

Jacob Allers-Hatlie

Summer Special Projects

Matthew Friesen

Jay Melchior

Richard Hammonds

Mary Resnikoff

Jessica Hentig

**INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION**

Regular Meeting – July 22, 2010

AGENDA SECTION: SUPERINTENDENT’S REPORT

ITEM: 6.1 ALC Plus with Hennepin County Contract

PRESENTED BY: Superintendent Lewandowski

1. Background Information

Area Learning Centers are a school choice for students from any district. ALC+ is an integrated, educational option that provides educational credit recovery opportunities and relevant educational programming for at risk youth. This collaborative program involves Hennepin County (Social Services, Children’s Mental Health and Corrections) and Intermediate District 287. ALC+ is a highly integrated model that will provide a network of enriched educational planning and programming, family and children’s mental health supports, and correctional and social service supports, in a school-based setting that meets the needs of youth and families requiring coordinated services. Transportation options will be provided that best support individual student attendance including door-to-door van/taxi, district busing, Go-To cards or tokens for public transportation. The standard five-day per week student day is 6.5 hours per day with extended day options for students who need credit recovery. A nine-week summer school program will operate four days per week for up to six hours per day. The program will support up to 30 county-referred students in need of educational placement. Students will have the option to continue in the Intermediate District 287 ALC program post county involvement. An integral part of the programming will include individual follow-up when a student is absent, and coordinated County/School interventions and supports to help the student succeed in the program most suited to his/her needs. The pilot sites will operate at the South Education and Edgewood Education Centers. Placement in the student’s home district will always be considered.

COST OF THE AGREEMENT

a. This is a cost reimbursement agreement. Total payments by the COUNTY under this Agreement shall not exceed the following:

<u>Budget Period</u>	<u>Not-to-Exceed Amount</u>
08/03/2010 – 06/30/2011	\$550,000.00
07/01/2011 – 06/30/2013	To be determined

The not-to-exceed amounts for future budget periods under this Agreement are to be determined and will be incorporated into the Agreement through an amendment or ministerial adjustment.

2. Fiscal Impact/Funding Source:

3. RECOMMENDED ACTION: The Board approves the ALC Plus partnership with Hennepin County 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.

HUMAN SERVICES AND PUBLIC HEALTH DEPARTMENT PROVIDER AGREEMENT

THIS AGREEMENT made and entered into by and between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, hereinafter referred to as the "COUNTY", through the Hennepin County Human Services and Public Health Department, A-2300 Government Center, Minneapolis, Minnesota 55487, hereinafter referred to as the "DEPARTMENT", and INTERMEDIATE DISTRICT #287, 1820 Xenium Lane, Plymouth, Minnesota 55441, hereinafter referred to as "PROVIDER".

W I T N E S S E T H :

WHEREAS, pursuant to the Children and Community Services Act, Minnesota Statutes, Section 256M.01 to 256M.90 as now in force or as hereafter enacted, the COUNTY has identified a certain population within Hennepin County who are in need of School Success Services; and

WHEREAS, COUNTY funds are available for the purchase of School Success Services; and

WHEREAS, PROVIDER will best serve the needs of the identified client population by furnishing services through a cost reimbursement contract; and

WHEREAS, the COUNTY wishes to purchase such services from PROVIDER; and

WHEREAS, PROVIDER is qualified to furnish said services.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and PROVIDER agree as follows:

1. TERM OF AGREEMENT

The term of the Agreement shall be from August 3, 2010 through June 30, 2013.

2. DESCRIPTION OF SERVICES

a. PROVIDER will provide services as described in EXHIBIT A: CONTRACTED SERVICES. EXHIBIT A is incorporated into and made part of this Agreement. These services shall be referred to as "Contracted Services". Contracted Services are provided to Eligible Recipients as defined by Clause 6 of this Agreement.

b. The Contracted Services are briefly described in the following summary:

Area Learning Centers are a school choice for students from any district. ALC+ is an integrated, educational option that provides educational credit recovery opportunities for at risk youth. This collaborative program involves Hennepin County (Social Services, Children's Mental Health and Corrections) and Intermediate District 287. ALC+ is a highly integrated model that will provide a network of enriched educational programming, family and children's mental health supports, correctional and social service supports, in a school-based setting to meet the needs of youth and families requiring concurrent services. Transportation options that best support individual student attendance including door-to-door van/taxi, district busing, Go-To cards or tokens for public transportation will be provided. The standard five day per week student day is 6.5 hours per day with extended day options for students related to credit recovery. A nine week summer school program operates four days per week for up to six hours per day. The program will support up to 30 county-referred students in need of educational placement. Students will have the option to continue in the Intermediate District 287 ALC program post county involvement.

- c. Contracted Services shall be provided at 1820 Xenium Lane, Plymouth, Minnesota 55441; South Education Center, 7450 Penn Avenue South, Richfield, Minnesota 55423; at Edgewood Education Center, 6601 Xylon Avenue North, Brooklyn Park, Minnesota 55428; and at other community locations identified by PROVIDER to the DEPARTMENT in writing in advance.
- d. The COUNTY is committed to including outcomes as a critical part of defining and managing Contracted Services. The COUNTY and PROVIDER agree that this is a critical part of an effective service delivery system, and agree as follows:
 - (1) PROVIDER outcomes shall be consistent with the outcome measures contained in EXHIBIT A of this Agreement, and PROVIDER will maintain records and submit reports at least once every six (6) months showing actual results.
 - (2) PROVIDER'S actual outcome achievement will be a factor to be considered in contracting decisions by the COUNTY.
 - (3) Management of services with respect to outcomes is a continuing process requiring ongoing refinement, and that the COUNTY and PROVIDER agree to maintain a commitment to that process.

3. COST OF THE AGREEMENT

- a. This is a cost reimbursement agreement. Total payments by the COUNTY under this Agreement shall not exceed the following:

<u>Budget Period</u>	<u>Not-to-Exceed Amount</u>
08/03/2010 – 06/30/2011	\$550,000.00
07/01/2011 – 06/30/2013	To be determined

The not-to-exceed amounts for future budget periods under this Agreement are to be determined and will be incorporated into the Agreement through an amendment or ministerial adjustment.

- b. If PROVIDER is paid more than the not-to-exceed amount, PROVIDER agrees to reimburse the COUNTY for the excess payments within forty-five (45) days of notification by the COUNTY.

4. PAYMENT FOR SERVICES

- a. No advance payments will be made under this Agreement.
- b. PROVIDER shall within thirty (30) calendar days following the last day of each calendar month submit an itemized invoice to the COUNTY specifying the costs incurred by PROVIDER during the previous month. The COUNTY will not reimburse PROVIDER for any costs incurred by PROVIDER which are not in accordance with PROVIDER'S Program Budget attached in EXHIBIT B: FINANCIAL INFORMATION. PROVIDER shall not be reimbursed for costs incurred if reports are not submitted in accordance with terms of this Agreement. Any invoice received beyond 365 calendar days from date of service may be refused for payment upon the sole discretion of the COUNTY.
- c. The COUNTY will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, the COUNTY will notify PROVIDER within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice from PROVIDER, the COUNTY will make payment within thirty-five (35) days. In the event that the COUNTY withholds payment for failure to provide service or failure to comply with any of the provisions of this Agreement, then no interest penalty shall accrue against the COUNTY. If claims are made by PROVIDER that the COUNTY did not act in good faith in withholding payments as provided above, then such claims shall be handled as a dispute by the Contract

Analyst (pursuant to the Dispute Clause of this Agreement). If an audit is required by the COUNTY before an invoice is accepted for payment, then the standard payment period of thirty-five (35) days shall not commence until the audit is completed by the COUNTY.

- d. Payments shall be applied toward actual expenses, including all applicable other sources of revenue, to be incurred by PROVIDER in the provision of services under this Agreement. COUNTY payments shall be applied in equal proportion as all other revenue sources to all expenditures listed in EXHIBIT B: FINANCIAL INFORMATION. Such costs shall be consistent with the Line Item Budget and supporting materials identified in EXHIBIT B. EXHIBIT B is incorporated into and made part of this Agreement. All expenditures and revenues governed by PROVIDER'S budget as described in EXHIBIT B and all payments for contracted service costs are made subject to financial review by the COUNTY. This financial review shall be the final determination of reimbursable expenses under this Agreement.
- e. Expenditures will be governed by PROVIDER'S budget as described in EXHIBIT B.
- f. If during the term of the Agreement, PROVIDER'S actual expenses do not reflect budgeted levels, then PROVIDER may submit a written request to the COUNTY for approval of a budget change in accordance with the COUNTY'S budget change procedure. At the COUNTY'S discretion and only when approved in writing by the Contract Analyst, the COUNTY may allow line item budget changes that do not increase the COUNTY'S total cost for this Agreement. Such approval shall not be deemed a material modification of the Agreement.
- g. Payments for the services rendered under this Agreement shall be made in the manner provided by law for payment of claims against the COUNTY.
- h. If, during the term of this Agreement, a review of PROVIDER'S financial reports indicates a significant under expenditure of payments made to PROVIDER, the COUNTY reserves the right to modify the provisions of the payment schedule so that total actual payment more closely approximates projected expenditures.
- i. The parties understand and agree that PROVIDER will have sole responsibility for the collection of other fees or revenue. Further, that the COUNTY shall accept no responsibility for the collection or subsidization of bad debts related to other revenue for Contracted Services.
- j. Failure to comply with the provisions of this Agreement shall be just cause for delaying payment until PROVIDER is in compliance. In the event of a decision to withhold payments, the COUNTY shall furnish prior written notice to PROVIDER.
- k. The COUNTY may withhold from any payment due to PROVIDER, any amount which has been determined, in accordance with the terms of the contract, to be due and owing the COUNTY. This withholding shall include, at least, amounts owed the COUNTY, due to overpayment or as the result of an audit, from any contract between PROVIDER and the COUNTY.
- l. In the event that the COUNTY withholds payment for failure to comply with any of the provisions of this Agreement, then no interest penalty shall accrue against the COUNTY. If claims are made by PROVIDER that the COUNTY did not act in good faith in withholding payments as provided above, then such claims shall be handled as a dispute by the Contract Analyst (pursuant to the Dispute Clause of this Agreement). If an audit is required by the COUNTY before payment is to be made, then no interest shall accrue against the COUNTY until thirty-five (35) days after the audit is completed by the COUNTY.
- m. PROVIDER will not charge a program service fee to Eligible Recipients.

5. FINANCIAL ACCOUNTING PRINCIPLES

a. Financial Reports:

- (1) Financial reports for each budget period must be on the accrual basis. Financial reports include a contracted program revenue and expense report for the total agency and a contracted program specific line item revenue and expense report.
- (2) PROVIDER'S accounting system and records must be able to specifically identify the revenues and expenses for each contracted program as set forth in EXHIBIT B and be able to produce the financial reports required in Clause 5.a.(1).

b. Administrative Allocations:

- (1) Administrative (Management & General) expense allocations must be in accordance with the contracted services budget. The allocation of General Administrative expenses must be based on a specifically identified methodology which is consistent, verifiable, systematic, and reasonable.
- (2) The allocations must be in accordance with all applicable Federal, State, and local statutes, regulations, rules, ordinances, and Hennepin County policies, now in force or as hereafter enacted (including Circular A-122 or other OMB Circular's where applicable); identified in the contracted services budget and supporting materials; and substantiated by PROVIDER'S accounting policies and procedures.
- (3) Fundraising (Development) expenses must be in accordance with the contracted services budget. The allocation of Fundraising expenses must be based on a method which is verifiable and explained in the line item budget substantiation. For federal awards, fundraising is an unallowable cost per OMB Circular A-122.
- (4) Fundraising expenses can not exceed fundraising revenues for the contracted services budget.

c. Treatment of Other Revenues

- (1) Definition: Other revenues are all revenues received (earned), other than the Hennepin County payment under this contract, for the contracted program. Items included as other revenues but not limited thereto, are contributions, grants, fees for services, interest, investment income, and the allocation of Indirect Revenues per 5.c.(3) below.
- (2) Donor Restrictions: Donors may designate their contributions to be used for a specific purpose. The contribution shall be recorded as specified by the donor and PROVIDER must retain substantiation. Unless a donor restricts a contribution for a specific purpose, it will be treated as other unrestricted revenue.
- (3) Allocation of Indirect Revenues: Other revenues received that are not specifically and directly identifiable with the particular contracted program will be allocated to the contracted program service using the "Indirect Revenue Allocation Method." This method is calculated as follows:

For each Indirect Revenue source budgeted, the amount budgeted for the contracted program will be divided by the amount budgeted for the total agency; to determine the budgeted allocation percentage. This budgeted allocation percentage will then be applied to the agency's total actual revenue amount, to calculate the amount of each Indirect Revenue source to be allocated to the contracted program.

If the contract budget document and supporting materials are insufficient to calculate the budgeted allocation percentage for Indirect Revenues, then the full amount of budgeted

Indirect Revenues shall be applied to the contracted program; regardless of what the total agency actual amount of Indirect Revenues is determined to be.

6. ELIGIBILITY FOR SERVICE

- a. PROVIDER shall have responsibility for determining eligibility of individuals to receive Contracted Services. PROVIDER agrees to furnish Contracted Services to the target population of Hennepin County residents as specified in EXHIBIT A to this Agreement. Such individuals receiving services are referred to as "Eligible Recipients".
- b. In all cases where Hennepin County is not the county of financial responsibility, PROVIDER is responsible to obtain approval for service and payment directly from the financially responsible county or from other payment sources. Hennepin County assumes no financial responsibility to PROVIDER for Contracted Services provided to anyone who is determined not to be the financial responsibility of Hennepin County.

7. ADDITIONAL UNDERSTANDINGS

- a. Clause 9, RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES, paragraph b.(1)(b) shall be deleted and the following substituted:

PROVIDER will submit a year end audited financial report within 180 days of the end of PROVIDER'S accounting year to Contract Administration when required to obtain an audit per contract clause 9.c., *Financial Statement Audit Requirement*. If PROVIDER is not required to obtain an audit, a Revenue and Expense Statement and a Balance Sheet must be submitted within ninety (90) days of the end of PROVIDER'S accounting year. These annual reports must reflect the accrual of all accounts as of the end of the period.

- b. Clause 9, RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES, paragraph a.(3) shall be added:

PROVIDER agrees to maintain records on the county of financial responsibility for each client served under this Agreement. Such records shall be available for inspection by the COUNTY upon request.

- c. Criminal History/Background Investigations

- (1) The PROVIDER'S decisions regarding the assignment of the PROVIDER'S employees, volunteers and sub-contractors to perform contract requirements shall be based on careful consideration of the contract work, performance standards and responsibilities required of the PROVIDER by this Agreement; and, respecting an employee's, volunteers' and sub-contractors' criminal records, the guidelines of Minnesota Statutes Chapter 364. The PROVIDER understands and agrees that the statute's application to its employee, volunteer, and sub-contractor assignment decisions required hereunder in no manner impinges upon the PROVIDER'S independent contractor status regarding this Agreement or the PROVIDER'S sections of said statute, except sections 364.05, 364.06, 364.07 and 364.10. Further, when referenced in the statute, the term "public" shall not apply and the term "hiring or licensing authority" shall mean the PROVIDER. The PROVIDER may obtain a copy of said statute from the DEPARTMENT.
- (2) Prior to the PROVIDER's assignment of any person to perform contract requirements, the PROVIDER agrees to conduct an initial criminal history/background investigation on each employee, volunteer, and sub-contractor that currently provides or will be providing, direct service under this Agreement. The PROVIDER agrees to conduct a new criminal history/background investigation on each employee, volunteer, and sub-contractor that currently provides or will be providing, direct service under this Agreement when two

years have elapsed since the previous investigation. The cost of each such investigation shall be at the PROVIDER's expense. The COUNTY has the discretion to perform a COUNTY background check on any or all employee, volunteer or sub-contractor candidates. The PROVIDER agrees to cooperate in obtaining authorizations from the candidate if the COUNTY chooses to perform a background check. If the results of any investigation reveals that any employee, volunteer, or sub-contractor has been convicted of a crime(s) which directly relates to the services to be rendered pursuant to this Agreement, the Department reserves the right to refuse to allow the PROVIDER to assign said employee, volunteer, or sub-contractor to provide services under this Agreement unless sufficient evidence of rehabilitation pursuant to the provisions of Minnesota Statutes Section 364.03 is provided. In the event the Department finds reasonable objection to the PROVIDER's employee(s), volunteer(s), or sub-contractor(s) and insufficient evidence of rehabilitation is provided, the PROVIDER shall promptly furnish to the Department the criminal record, if any, of a substitute employee, volunteer, or sub-contractor.

- (3) Failure to provide information necessary for compliance with this provision or refusal of the PROVIDER to conduct said investigations or submit to said investigations, shall be considered a breach of contract and will result in the immediate termination of this Agreement and the DEPARTMENT may exercise any and all remedies it may have available to redress said breach.
- (4) The policy for notifying Hennepin County Juvenile Probation of Employee Misconduct is as follows:
 - (a) The PROVIDER shall comply with the provisions of applicable state and federal laws, rules, regulations, and local ordinances including, but not limited to, the Maltreatment of Minors Reporting Act, beginning with Minnesota Statutes Section 626.556.
 - (b) The PROVIDER shall notify the Hennepin County Contract Program Manager ("Hennepin County") of any and all alleged misconduct committed by or on behalf of any of its employees, subcontracted personnel, or volunteers within 24 hours of notification of alleged misconduct.
 - (c) The PROVIDER shall review and consider all relevant information immediately available and make a determination as to the subject's imminent risk of harm to persons served by the agency programs. The PROVIDER shall consider such factors as: the recency and severity of the alleged misconduct, the vulnerability of the victim of the alleged misconduct, and the similarity of the alleged victim to the persons served by the PROVIDER'S programs.
 - (d) The PROVIDER shall remove from direct client contact and client records suspected employee, contracted personnel, or volunteer immediately upon notification of alleged misconduct. The individual shall have no contact with persons served by the PROVIDER'S programs pending a full and complete investigation of the alleged misconduct by the PROVIDER and/or the appropriate federal, state, or local authority, including but not limited to law enforcement and/or regulatory agencies.
 - (e) The PROVIDER shall confer and cooperate with Hennepin County to investigate and/or remediate any potential damages suffered by Hennepin County clients.
 - (f) Definitions:
 - (i) Misconduct includes but is not limited to violations of federal or state laws, rules, regulations and local ordinances including federal and state criminal statutes,

and conduct posing an imminent risk of harm to persons served by the PROVIDER'S programs.

- (ii) An individual poses an imminent risk of harm to persons served by PROVIDER'S programs where the individual has direct client contact and there is a nexus between the alleged misconduct and the individual's job description and/or there is a similarity between the alleged victim of the alleged misconduct and the persons served by the PROVIDER'S programs.

d.. Driving History/Background Investigations

- (1) The PROVIDER'S decisions regarding the assignment of the PROVIDER'S employees to perform contract requirements shall be based on careful consideration of the contract work, performance standards and responsibilities required of the PROVIDER by this Agreement; and, respecting an employee's driving records. The PROVIDER understands and agrees that decisions required hereunder in no manner impinges upon the PROVIDER'S independent contractor status regarding this Agreement.
- (2) Prior to the PROVIDER'S assignment of any person to perform contract requirements, the PROVIDER agrees to conduct a driving history/background investigation on each employee that currently provides or will be providing transportation services under this Agreement. The cost of each such investigation shall be the PROVIDER'S sole expense and a copy of each such investigation, including driving record, shall be promptly provided to the DEPARTMENT. If the results of any investigation reveals that any employee has violated traffic laws or ordinances which directly relates to the services to be rendered pursuant to this Agreement, the DEPARTMENT reserves the right to refuse to allow the PROVIDER to assign said employee to provide services under this Agreement unless sufficient evidence of rehabilitation is provided. In the event the DEPARTMENT finds reasonable objection to the PROVIDER'S employee(s) and insufficient evidence of rehabilitation is provided, the PROVIDER shall promptly furnish to the DEPARTMENT the driving record, if any, of a substitute employee.
- (3) Failure to provide information necessary for compliance with this provision or refusal of the PROVIDER to conduct said investigations or submit said investigations, shall be considered a breach of contract and will result in the immediate termination of this Agreement and the DEPARTMENT may exercise any and all remedies it may have available to redress said breach.

(This is the end of contract clauses 1 through 7. Contract clause 8 begins on page number S1.)

8. DELIVERY OF SERVICES

The PROVIDER shall make every reasonable effort to maintain sufficient trained staff, facilities, equipment, etc. to deliver the required quality and quantity of Contracted Services. PROVIDER shall immediately notify the COUNTY in writing whenever it is, or will be, unable to provide the required quality or quantity of Contracted Services. Upon such notification, the COUNTY and PROVIDER shall determine whether such inability will require a modification or cancellation of this Agreement.

9. RECORDS, REPORTS, AUDIT AND MONITORING PROCEDURES

a. Records:

(1) The PROVIDER agrees to maintain the following records:

- (a) Financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by the COUNTY.
- (b) Outcome, program and service delivery records, as required by the COUNTY and by the Minnesota Department of Human Services. Such records may include, but not be limited to: individual eligible recipient case files and program plans; demographic information; enrollment, attendance, and/or utilization information; and information about the type and amount of services provided, such as output and outcome information. Outcome records shall be consistent with the outcome measures contained in Exhibit A of this Agreement.

(2) The PROVIDER agrees to maintain all program and financial records for six (6) years for audit purposes. However, if the COUNTY furnishes written notice during this period requesting retention of records to allow completion of an audit by the COUNTY or its ultimate sources of funds, the PROVIDER shall retain records for the period requested.

b. Reports and Information Requirements:

(1) The PROVIDER agrees to submit the following reports:

- (a) Semi-annual agency-wide and program-specific Line Item Revenue and Expense Statements must be submitted within thirty (30) days after the end of the reporting period, unless otherwise indicated in writing by the COUNTY.
- (b) Provider must submit a copy of their independent financial statement audit, including the OMB Circular A-133 audit (if required), within thirty (30) days of completion.
- (c) Outcome, program, and service reports as required by the COUNTY or the State. Such reports may include: Outcome information; enrollment, attendance, and/or utilization information; and demographic information. PROVIDER's actual outcome achievement will be a factor to be considered in contracting decisions by the COUNTY.

(2) The PROVIDER agrees to inform the COUNTY, in writing, of key staff and licensure changes within a timely manner.

(3) The COUNTY may duplicate, use, and disclose in any manner consistent with applicable law, and have others do so, all data delivered under this Agreement.

c. Audit and Monitoring Procedures:

(1) The PROVIDER agrees that the COUNTY, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, the State Auditor or Legislative

Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to audit, examine, copy, excerpt, and transcribe any program and fiscal books, documents, papers, records, etc., and accounting procedures and practices of the PROVIDER which are relevant to this Agreement. Such access must be consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, now in force or as hereafter enacted and with Minnesota Statutes Section 16C.05, Subdivision 5. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for six (6) years after its termination or cancellation.

- (2) The Contract Analyst or other personnel of the COUNTY may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services purchased under this Agreement. Such visits may be made with or without prior notice at any time within the hours of operation of the PROVIDER.
- (3) The COUNTY reserves the right to evaluate, and to authorize independent evaluations of the Contracted Services.

10. COMPLIANCE

- a. When required, the PROVIDER shall remain licensed by the State during the term of this Agreement. The COUNTY will only pay for Contracted Services provided pursuant to such licensing provisions when required.
- b. When licensing is required, loss of the same shall be cause for cancellation of this Agreement effective as of receipt of notice of cancellation, other provisions for cancellation of this Agreement notwithstanding.
- c. The PROVIDER shall comply with all applicable Federal, State, and local statutes, regulations, rules, ordinances, and Hennepin County policies, now in force or as hereafter enacted.
- d. The PROVIDER certifies that their organization and their staff and their principals are not suspended or debarred, and therefore are not excluded from receiving government funds under Federal Office of Management and Budget Circular A-133 Compliance Supplement. The PROVIDER agrees that it will immediately notify the COUNTY, in writing, if it, its organization, staff and/or principals are notified of suspension, debarment, or other proceedings that would affect their ability to receive funds from the State of Minnesota or the federal government.
- e. In the event that Contracted Services are funded through a grant or a funding source other than Hennepin County, PROVIDER shall also comply with all applicable conditions of such grant or funding source.
- f. The PROVIDER agrees to comply with applicable State of Minnesota Rules governing social service now in force or as hereafter enacted. PROVIDER also agrees as follows:
 - (1) Application and Eligibility Requirements - The PROVIDER must obtain a written application for each individual and make a determination of eligibility, or must obtain written authorization from the COUNTY, prior to furnishing services to the individual. Exceptions to this requirement are for services which are limited and transitory in nature, and in cases where the COUNTY has obtained the client's application.
 - (2) Individual Service Plan - The amount, frequency, and duration of Contracted Services will be provided in accordance with the Eligible Recipient's individual service plan, and where applicable, the individual's habilitation plan, and services shall be directed toward Eligible Recipient's achievement of goals and outcomes.

- (3) Monitoring and Evaluation - The COUNTY will monitor and evaluate Eligible Recipient's achievement of goals and outcomes identified in individual service plans.
- (4) Client Fees - In cases where the PROVIDER is not prohibited by this Agreement from charging program fees to clients, fees must be based on the client's ability to pay, fees must not be based on a minimum charge to all clients, and fees may not be charged to recipients of public assistance maintenance grants.
- (5) Lead County Contract - It is understood and agreed that the terms and conditions of this Agreement may be considered a lead county contract, and that such terms and conditions shall be binding upon all Minnesota counties purchasing services hereunder as well as the PROVIDER.
- (6) Discharge and Termination Procedures - The PROVIDER shall establish written procedures for discharge or termination of services to an individual client. Such procedures shall be in accordance with applicable laws and regulations, and shall be deemed to be part of this Agreement. Exceptions to this requirement are for services which are limited and transitory in nature.
- (7) Staffing Information, including proof of applicable licensure or certification and documentation of staffing, including job descriptions and professional qualifications of personnel, submitted by PROVIDER and attached to this Agreement or maintained in COUNTY files, are deemed to be part of this Agreement.

11. DATA PRACTICES

- a. PROVIDER, its officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable State and Federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. PROVIDER agrees to defend, indemnify and hold harmless the COUNTY, its officials, officers, agents, employees, and volunteers from any claims resulting from PROVIDER's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.
- b. In accordance with Minnesota Statutes, Section 13.46, Subdivision 10 now in force or as hereafter enacted, the PROVIDER shall appoint the responsible authority who shall allow the responsible authorities in the welfare system access to data classified as restricted when access is necessary for the administration and management of programs or as authorized or required by State or Federal law. The PROVIDER shall notify the COUNTY of the name of the responsible authority which shall be maintained in COUNTY files and deemed to be part of this Agreement.

12. NON-DISCRIMINATION

- a. PROVIDER agrees to adhere to Hennepin County's AIDS Policy which provides that no employee, applicant, or client shall be subjected to testing, removed from normal and customary status, or deprived of any rights, privileges, or freedoms because of his or her AIDS status except for clearly stated specific and compelling medical and/or public health reasons. PROVIDER shall establish the necessary policies concerning AIDS to assure that COUNTY clients in contracted programs and PROVIDER's employees in COUNTY contracted programs are afforded the same treatment with regard to AIDS as persons directly employed or served by the COUNTY.
- b. PROVIDER agrees that all services will be delivered in a manner which is respectful and culturally appropriate to the service recipients. Culturally appropriate is defined as services that

are delivered to reflect the unique individual needs of the recipients such as language, racial/ethnic background, and social/religious background. PROVIDER agrees to make reasonable efforts to have staff delivering services reflect the diversity of the clients receiving those services, and to secure ongoing input from individuals who reflect the non-represented culture.

- c. Where applicable, no qualified handicapped person as defined by United States Department of Health and Human Services Regulations Title 45, Part 84.3 (j) (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 USC 704 under Executive Order No. 11914 (4 FR 17871, April 28, 1976) now in force or as hereafter enacted:
 - (1) Shall be denied access to or opportunity to participate in or receive benefits from any service offered by the PROVIDER under the provisions of this Agreement, nor
 - (2) Shall be subject to discrimination in employment under any program or activity related in the services furnished by the PROVIDER.
 - (3) Where applicable, no qualified individual with a disability as defined by the Americans with Disabilities Act of 1990, Public Law 101-336, Title I, Section 101(8) now in force or as hereafter enacted, shall be discriminated against by the denial of full and equal enjoyment of the services and facilities, privileges, advantages, or accommodations furnished by the PROVIDER as a private entity operating a service as a public accommodation pursuant to the provisions of Title III of the Americans with Disabilities Act, Section 301(7).
- d. The PROVIDER guarantees that no funds received under this Agreement shall be used to provide religious training and/or services to any individual receiving Contracted Services.
- e. The PROVIDER shall comply with all applicable statutes, regulations, and licensing requirements in the employment of personnel including but not limited to State and Federal labor laws. To the extent that any of the provisions of the applicable statutes, regulations, or licensing requirements are inconsistent with any of the provisions of this clause, said statute, regulation, or requirement shall prevail if it has a reasonable bearing upon the applicant's fitness to be employed in any phase of the program.
- f. If during the term of this Agreement or any extension thereof, it is discovered that the PROVIDER is not in compliance with the applicable regulations as aforesaid, or engages in any discriminatory practices as described above, or fails to submit requested reports or information required by the COUNTY, then the COUNTY may exercise any and all remedies available to it in law or in equity, including but not limited to cancellation or termination of this Agreement.

13. FAIR HEARING AND GRIEVANCE PROCEDURE

The PROVIDER will establish a system through which Eligible Recipients may present grievances about the operation of the service program, and the PROVIDER will advise Eligible Recipients of this right.

14. CONTRACT MANAGEMENT AND DISPUTES

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be decided by the COUNTY's Contract Analyst, who shall reduce his/her decision to writing and furnish a copy thereof to the PROVIDER. The decision of the Contract Analyst shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the PROVIDER furnishes to the Contract Analyst a written appeal addressed to the COUNTY. The decision of the COUNTY or its duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent,

capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the PROVIDER shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the PROVIDER shall proceed diligently with the performance of the Agreement and in accordance with the Contract Analyst's decision.

- b. This disputes clause does not preclude consideration of questions of law.
- c. Jurisdiction and Venue. The appropriate venue and jurisdiction for any litigation under this Agreement will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the contracted parties will be in the appropriate federal court within the State of Minnesota.

15. INDEMNIFICATION AND INSURANCE

- a. Each party shall be liable for its own acts and the results thereof to the extent provided by law, and agrees to defend, indemnify, and hold harmless each other (including their officials, employees, volunteers, and agents), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Except for State agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The liability of State agencies shall be governed by the provisions of Minnesota Statutes, Section 3.736 and other applicable law.
- b. Each party warrants that it has a purchased insurance or self-insurance program.
- c. Duty to Notify. PROVIDER shall promptly notify the COUNTY of any claim, action, cause of action or litigation brought against PROVIDER, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement and shall also notify the COUNTY whenever PROVIDER has a reasonable basis for believing that PROVIDER and/or its employees, officers, agents or subcontractors, and/or the COUNTY, might become the subject of a claim, action, cause of action or litigation arising out of the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of the Agreement.

16. INDEPENDENT CONTRACTOR

The PROVIDER shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the PROVIDER as the agent, representative, or employee of the COUNTY for any purpose or in any manner whatsoever. The PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The PROVIDER represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the PROVIDER or other persons while engaged in the performance of any work or services required by the PROVIDER under this Agreement shall have no contractual relationship with the COUNTY, and shall not be considered employees of the COUNTY. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against the PROVIDER, its officers, agents, contractors, or employees shall in no way be the responsibility of the COUNTY. The PROVIDER shall defend, indemnify, and hold harmless the COUNTY, its officials, officers, agents, volunteers, and employees from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require

nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

17. MERGER AND MODIFICATION

- a. It is understood and agreed that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- b. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an Amendment or Ministerial Adjustment to this Agreement signed by the PROVIDER and by the County Board or the County Department Director (or designee), except as otherwise provided in this Agreement.

18. CONDITIONS OF THE PARTIES' OBLIGATIONS

- a. It is understood and agreed that if during the term of this Agreement reimbursement to the COUNTY from State and/or Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of Contracted Services, or if the COUNTY's final budget as approved by the County Board changes the amount budgeted for this particular program or this service area for any portion of the term of this Agreement, then the COUNTY may cancel or amend this Agreement; provided that any cancellation of this Agreement shall not relieve the parties of any obligations or liabilities already accrued prior to the effective date of such cancellation.
- b. When required, the PROVIDER will assist the COUNTY with proper documentation for completing forms and reports in compliance with the regulations of all State and Federal agencies, including but not limited to the Minnesota State Department of Human Services, Social Security Administration, National Institute on Mental Health, and any regulatory agency acting under aegis of the United States Department of Health and Human Services and other public sources of financial assistance.
- c. The PROVIDER will comply with all of the provisions of:
 - (1) The Maltreatment of Minors Reporting Act, Minnesota Statutes, beginning with Section 626.556, and all applicable Minnesota Rules, as promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
 - (2) The Vulnerable Adults Reporting Act, Minnesota Statutes, beginning with Section 626.557, and all rules promulgated by the Minnesota Department of Human Services implementing such Act now in force or as hereafter enacted.
- d. If the COUNTY has reason to believe that the safety or well-being of Eligible Recipients receiving service hereunder may be endangered by actions of the PROVIDER, its agents, and/or employees, the COUNTY may require the immediate cessation of services to Eligible Recipients, as well as their removal from the facility, and may discontinue referrals to the PROVIDER. This action may be taken forthwith and may continue for such period which is reasonably necessary for determination by the COUNTY that the safety and well-being of Eligible Recipients has been assured. Resumption of services by the PROVIDER may be authorized upon such assurance, at the sole discretion of the COUNTY. If it is determined that the safety or well-being of Eligible Recipients will remain in jeopardy by the further provision of services, the COUNTY may terminate this Agreement pursuant to clause 23, Cancellation and Finalization, of this Agreement.

No payments shall be made for the period during which services are suspended unless otherwise determined by the COUNTY.

- e. Any materials produced by the PROVIDER, including brochures, pamphlets, and publications describing the Contracted Services herein, shall contain a clear statement that such program is provided through an agreement with the COUNTY.
- f. If any Minnesota Statute, including but not limited to Minnesota Statutes, Section 245.4875, Subdivision 3, and Minnesota Rules, Chapter 9525, Part 1870 now in force or as hereafter enacted requires, the Commissioner of the Minnesota Department of Human Services is named as a third-party beneficiary in this Agreement.
- g. The COUNTY encourages the PROVIDER to develop and implement an office paper and newsprint recycling program.
- h. PROVIDER agrees to undertake development of Pandemic Influenza and Emergency Preparedness plans.

19. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- a. The PROVIDER shall neither enter into subcontracts for performance of any of the Contracted Services contemplated under this Agreement, nor assign this Agreement, without the prior written approval of the COUNTY and subject to such conditions and provisions as the COUNTY may deem necessary. The PROVIDER shall be responsible for the performance of all subcontractors. The written authorization of the County Administrator, or her designee, is required in order to effectuate an assignment or subcontract by the PROVIDER.
- b. If the COUNTY approves the PROVIDER's request to subcontract or assign this Agreement, the PROVIDER shall incorporate all provisions of this Agreement into all subcontracts and/or assignments and make copies of all subcontracts and/or assignments available to the COUNTY upon request.
- c. PROVIDER shall notify the COUNTY in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of the PROVIDER (if PROVIDER is a corporation or partnership) or upon sale of 50% or more of assets of PROVIDER. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The COUNTY reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

20. DEFAULT

- a. If the PROVIDER fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the PROVIDER default is excused in writing by the COUNTY, the COUNTY may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the COUNTY to delay payment until the PROVIDER complies. In the event of a decision to withhold payment, the COUNTY shall furnish prior written notice to the PROVIDER.
- b. Notwithstanding any provision of this Agreement to the contrary, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER. Upon notice to the PROVIDER of the claimed breach and the amount of the claimed damage, the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off until such time as the exact amount of damages due the

COUNTY from the PROVIDER is determined. Following notice from the COUNTY of the claimed breach and damage, the PROVIDER and the COUNTY shall attempt to resolve the dispute in good faith.

- c. The above remedies shall be in addition to any other right or remedy available to the COUNTY under this Agreement, law, statute, rule, and/or equity.
- d. The COUNTY's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

21. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. NOTICES

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent certified mail. Notices to the COUNTY shall be sent to the County Administrator with a copy to the Department's Contract Administration Office. Notice to the PROVIDER shall be sent to the address stated in the opening paragraph of the Agreement.

23. CANCELLATION AND FINALIZATION

- a. This Agreement, or a portion thereof may be cancelled by either party at any time, with or without cause, upon thirty (30) days' written notice, as provided in clause 22, Notices, delivered by certified mail.
- b. After receipt of a notice of cancellation, and except as otherwise directed, the PROVIDER shall:
 - (1) Discontinue provision of Contracted Services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
 - (2) Cancel all orders and subcontracts to the extent that they relate to the performance of Contracted Services cancelled by the notice of cancellation.
 - (3) Settle all outstanding claims and liabilities for orders and subcontracts existing at the time of the notice of cancellation, provided, however, that the claims and liabilities for orders and subcontracts had been approved in writing by COUNTY.
 - (4) Complete performance of such Contracted Services as shall not have been cancelled by the notice of cancellation.
 - (5) Submit a revenue and expense statement for the performance of Contracted Services prior to the effective date of cancellation within thirty (30) days of said date.
 - (6) Maintain all records relating to performance of the cancelled portion of the Agreement as may be required by the COUNTY.
 - (7) Notify in writing all clients and any other counties of financial responsibility of the cancellation of this Agreement.

- END -

COUNTY BOARD APPROVAL

PROVIDER, having signed this Agreement and the Hennepin County Board of Commissioners having duly approved this Agreement on the _____ day of _____, _____, and pursuant to such approval, the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Reviewed by the County
Attorney's Office

COUNTY OF HENNEPIN
STATE OF MINNESOTA

Date: _____

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

And: _____
Assistant/Deputy/County Administrator

PROVIDER
The Provider certifies that the person who executed this Agreement is authorized to do so on behalf of the Provider as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Printed Name: _____

Printed Title: _____

Date: _____

**EXHIBIT A
CONTRACTED SERVICES**

SERVICE SUMMARY PAGE

Summary: Area Learning Centers are a school choice for students from any district. ALC+ is an integrated, educational option that provides educational credit recovery opportunities for at risk youth. This collaborative program involves Hennepin County (Social Services, Children's Mental Health and Corrections) and Intermediate District 287. ALC+ is a highly integrated model that will provide a network of enriched educational programming, family and children's mental health supports, correctional and social service supports, in a school-based setting to meet the needs of youth and families requiring concurrent services. Transportation options that best support individual student attendance including door-to-door van/taxi, district busing, Go-To cards or tokens for public transportation will be provided. The standard five day per week student day is 6.5 hours per day with extended day options for students related to credit recovery. A nine week summer school program operates four days per week for up to six hours per day. The program will support up to 30 county-referred students in need of educational placement. Students will have the option to continue in the Intermediate District 287 ALC program post county involvement.

Target Population: Hennepin County Secondary School District residents, grades 7-12, not enrolled in school, or with a history of poor attendance and/or low school engagement, and/or identified behavioral concerns, who are involved with Human Services and Public Health Department (HSPHD) or juvenile probation for truancy and/or delinquency, and/or who may be at risk of out-of-home placement, and youth referred through the Hennepin County Attorney's Truancy Office.

Agency Status: Intermediate District 287 is a governmental entity.

Service Site: ALC+ has 2 locations: South Education Center Alternative 7450 Penn Avenue South, Richfield, MN 55423 and Edgewood Education Center 6601 Xylon Avenue, Brooklyn Park, MN 55428. Both facilities are multi-use school buildings located on transit routes accessible by public transportation and both facilities are handicap accessible.

Placement Procedure: To be eligible for ALC+ admission, referrals may come from Hennepin County Probation officers, HSPHD social workers, and the "be @ school" truancy prevention program. Students must have an open Hennepin County HSPHD or Juvenile Probation case at the time of enrollment, or be referred through the County Attorney's Truancy Office, but no court order is required to enroll.

Funding Source: Academic programming is offered in conjunction with the Area Learning Center and is supported by state formula education funding and tuition billing through Intermediate District 287. Hennepin County will fund the support services that will enhance outcomes of the ALC+ student. These positions include one 1.0 FTE System Navigator and at each site: .2 FTE Program Facilitators and 1.0 FTE Behavior Specialists employed by the District. In addition, Hennepin County funding is included for the District to subcontract for .5 FTE Security Personnel and 1.0 Case Coordinators at each site, and on-site Mental Health and Chemical Health support plus transportation that is not provided through other funding sources.

**HENNEPIN COUNTY COLLABORATION WITH INTERMEDIATE DISTRICT 287 FOR ALC+
PERFORMANCE MEASUREMENT SUMMARY**

OUTCOME INDICATORS	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
<u>IMPROVED ACADEMIC PERFORMANCE</u>		
A. Increased Individual Student attendance by daily and class period count.	<ul style="list-style-type: none"> Daily Attendance Records TSIS records 	50% of students enrolled will increase their attendance 25% from the previous school year. If attendance records are unavailable, a comparison will be made 45 days after enrollment.
B. Overall program improvement in average daily attendance	<ul style="list-style-type: none"> Daily Attendance Records TSIS records 	50% improvement in overall program performance in average daily attendance. If attendance records are unavailable, a program comparison will be made 45 days after enrollments.
C. Increased test scores from initial enrollment assessment.	<ul style="list-style-type: none"> NWEA Read 180 Teacher Records TSIS records 	50% of enrolled students will increase their test score rates by 25% over baseline/initial at 6 month intervals and/or termination
D. Achieve academic credits appropriate for that period of credit attainment	<ul style="list-style-type: none"> TSIS records Transcript records 	50% of enrolled students will achieve academic credits appropriate for the grading period
E. Increased credits earned by students attending ALC extended day programming, online credit recovery or Independent Study.	<ul style="list-style-type: none"> TSIS records 	50% of enrolled students will earn 1 or more credits beyond the regular day program. (via Extended Day or Online or IS options)
F. Successful transition to and retention in new school setting	<ul style="list-style-type: none"> TSIS records 	50% of students who transition to a new school setting will still be enrolled after 3 months
G. Development of a Continuous Learning Plan (CLP) including post secondary options.	<ul style="list-style-type: none"> Completed, state required, CLP 	50% of enrolled students will have a functional, working CLP and post secondary strategy.
<u>IMPROVED FUNCTIONING AND BEHAVIOR</u>		
A. Decreased Behavior Referrals	<ul style="list-style-type: none"> Student Behavior incidents will be documented 	50% of students will show reduction in average weekly major behavior referrals over baseline/initial at 6 week intervals and/or termination
B. Improved individual student Strength and Difficulties Questionnaire (SDQ) scores.	<ul style="list-style-type: none"> SDQ Assessment, completed by a MH professional 	50% of students SDQ scores will demonstrate functioning at an acceptable level, or showing growth over baseline/initial at 3 and 6 month intervals

C. Reduced probation violations	<ul style="list-style-type: none"> Completed by Hennepin County Probation 	50% of students will show a reduction in probation violations at 6 month point of enrollment compared to 6 months prior to enrollment, and at 6 months intervals and/or termination
D. Students will not be adjudicated delinquent for a misdemeanor or above charge committed while enrolled	<ul style="list-style-type: none"> Probation 	50% of students will not be adjudicated delinquent of a misdemeanor or above charge committed while enrolled
PROCESS OUTCOME Identify and facilitate access to needed mental health, chemical dependency and/or health care assessments and treatment	<ul style="list-style-type: none"> Case Coordinator/MH and CD professional 	50% of students with identified mental health, chemical dependency, and/or health care needs will access needed assessments and treatments

HENNEPIN COUNTY COLLABORATION WITH INTERMEDIATE DISTRICT 287 FOR ALC+

OUTPUTS:	
1	Number of Referrals by Referral Sources
2	Number of Referred Youth Who Enroll
3	Average Length of Time Students Remain Enrolled
4	Monthly Student Enrollment & Average Daily Attendance
5	Number of Students Who Re-Engage in School After 10 Days or More of Absence
6	Access to On-Site Supportive Services by Type – Number Referred & Number Followed Through
7	Number of Youth Who Appeared for Court as Ordered
8	Type of Discharge & Reason
9	Length of Stay by Discharge Type
10	Number of one-way transportation trips funded by the county
11	Parental contacts by Case Coordinator
12	Involvement with county and providers outside of ALC+ by System Navigator and Case Coordinator

For items 11 & 12, the contacts will be reported by type: face-to-face, phone, E-mail, mail

1. Contracted Service Description

Hennepin County Human Services and Public Health Department (HSPHD) and the Department of Community Corrections and Rehabilitation (DOCCR) are working in partnership with Intermediate District 287 to provide an integrated program for youth who are struggling in school and who are receiving services through either HSPHD or DOCCR. The program is called ALC+ and it is offered at two locations in Hennepin County. ALC+ provides Hennepin County residents, grades 7-12, an integrated, educational option staffed with District teachers, that provides educational credit recovery opportunities, enriched educational programming, mental health and social service support in a school based setting to meet the needs of youth and families requiring concurrent services. Implementation of this educational opportunity with co-located programs integrates best practices with innovative approaches while incorporating features of both county government and educational sector practices.

The partnership involves Hennepin County funding the following staff positions: One 1.0 FTE System Navigator and at each site: .2 FTE Program Facilitators and 1.0 FTE Behavior Specialists employed by the District. In addition, Hennepin County funding is included for the District to subcontract for on-site .5 FTE Security Personnel and 1.0 Case Coordinators, .5 Mental Health and .4 Chemical Health support at each site. Hennepin County will be the payer of school year and summer school transportation and other transportation needs that cannot be managed by other means. Intermediate District 287 will fund the licensed academic staff, facility costs and administration.

Intermediate District 287 will hire the staff who will report directly to the Principal of 287 Area Learning Center. The Principal will have a school principal license and experience working with school/county/juvenile corrections/mental health collaborative efforts.

2. ALC+ Oversight Group

The Oversight Group is comprised of managers from each partner. These include Managers and key leadership staff from DOCCR, HSPHD, HC Attorney's office and Intermediate District 287. The Oversight Group will provide direction for the project, review progress toward meeting goals and outcomes, and ensure collaboration on decisions among key partners. It should be noted that these partner staffs have other responsibilities in addition to these Oversight Group roles.

3. Roles of County and Intermediate District 287 in Supervision

A. Intermediate District 287 Role in Supervision

The designated Intermediate District 287 ALC+ Principal will have administrative authority to direct the program. The Principal will hire, contract for, or assign these roles and provide direct supervision of ALC+ staff including: System Navigator, Program Facilitators, Behavior Specialists and contracted staff including: Security Officers, MH and CH professionals and Case Coordinators.

B. County Role in Supervision

The county designates a Corrections Unit Supervisor (CUS) as a team member for staffing matters involved with ALC+. The CUS provides direct supervision of onsite county staff.

4. Description of ALC+ Program

Target Population - Hennepin County Secondary School District residents, grades 7-12, not enrolled in school, or with a history of poor attendance and/or low school engagement, and/or identified behavioral concerns, who are involved with HSPHD or juvenile probation for truancy and/or delinquency, and/or who may be at risk of out-of-home placement, and youth referred through the

Hennepin County Attorney's Truancy Office. Students with Individual Education Programs (IEP's) at the Setting I or Setting II level may be served at the program.

Admission Criteria and Process - To be eligible for ALC+ admission, referrals may come from Hennepin County Probation officers, HSPHD social workers, and the "be@school" truancy prevention program. Students must have an open Hennepin County HSPHD or Juvenile Probation case at the time of enrollment, or be referred through the County Attorney's Truancy Office, but no court order is required to enroll.

Service Description - Through the coordinated efforts of the ALC+ staff, along with the referring County staff person, youth, parents, extended family and/or a trusted adult, and utilizing community resources, a service plan will be developed for each student that will offer the youth the best chance for retaining at ALC+ and avoiding out-of-home placement. The service plan will address the issues of structuring activities and time, monitoring behavior, family relationships, continuing treatment needs, support, and peer associations.

The overarching goal of this contractual relationship is to implement an integrated program of education and social services for youth who are struggling in school and who are receiving services from either HSPHD or DOCCR.

Services to be provided will include:

- A. Educational programming for 7th through 12th grade students including special education services for students with special education needs at the federal setting I and II level.
- B. Staff to student ratio of one staff for every 12 students
- C. Varied curriculum necessary for students to work on State and District graduation standards.
- D. Work experience coordination, special education services and guidance counseling
- E. Educational credit recovery opportunities
- F. Intensive integration of technology and web-based curriculum in the classroom
- G. School year schedule five days per week for 6-1/2 hours per school day
- H. Extended learning opportunities
- I. Summer school four days per week, up to 6 hours per day, for nine weeks
- J. Transportation options that best support individual student attendance including door-to-door van/taxi, district busing, Go-To cards or tokens for public transportation
- K. Intermediate District 287 contracted staff support on-site for students to address issues of attendance and sustained school engagement, and to ensure coordination between the school, families, the courts and Hennepin County's corrections and human services systems.
- L. Children's Mental Health services contracted through Hennepin County – assessment, case management and direct services for those determined eligible
- M. Chemical Health pre-diagnostic services available or facilitated through Intermediate 287 Schools. Any Diagnostic Assessment or treatment will need to be accessed through insurance.

Juvenile Probation Program Contract Manager, Corrections Unit Supervisor and Intermediate 287 ALC+ Principal will be available to consult with social workers, probation officers and educational staff regarding the array of program services available to their clients/students.

Discharge Criteria and Process - Successful program completion occurs when students: 1) Graduate from ALC+ (earning a diploma from their resident high school district), 2) Transition to another school, or 3) Cease County involvement and opt to continue in the ALC program. Unsuccessful completion occurs when students: 1) Are discharged prematurely for non-compliance with Intermediate District 287 ALC+ district disciplinary policies, 2) Are discharged prematurely due to involvement in the County judicial system that requires removal, or 3) Fail to engage in and attend school.

5. Program Coordination/ Consultation

The students plan will focus on the needs in his/her life situation that have not been adequately

addressed which may have contributed to involvement with the County system. Based on need, an ALC+ representative will assure fostering existing community resources or refer students to appropriate on-site and community resources for: Mental Health support, Chemical Health support, individual or family therapy in an effort to give the youth an opportunity to address unmet needs. It is expected that if these problematic needs are adequately addressed, it will reduce the youth's propensity towards inappropriate school, home and community behavior.

6. Reporting Requirements

Intermediate District 287 will comply with semi-annual reporting of outcomes and outputs from the Performance Measurement Summary page in this agreement. In addition, Intermediate District 287 will be reimbursed monthly upon invoice for project expenses as detailed in the budget and for meeting reporting requirements.

7. Management of the Intermediate District 287 ALC+ Contract

ALC+ Supervisor will be the Intermediate District 287 School liaison with Hennepin County to discuss contract management. The building principal will assist in resolving any issues on a day-to-day basis. A County Program Contract Manager (PCM) and Contract Analyst (CA) will jointly manage this contract. PCM will be the primary liaison for programmatic questions and CA will be the primary contact for financial and administrative issues (e.g., budget changes, billing, and miscellaneous contracting issues).

8. Position Descriptions

District Employees:

- A. System Navigator: Liaison between Hennepin County, Suburban school districts and ALC+ program. Responsible for assessing and evaluating educational need, educational placement recommendations, consultation with student and family and assist with transportation requirements.
- B. Program Facilitator: Responsible for the site based coordination of day to day academic programming of ALC+ students.
- C. Behavior Specialist: Assist classroom teachers with educational and behavioral support.

Contracted Services:

- D. Case Coordinator: Day to day oversight and management of assisting enrolled ALC+ students to achieve success in reaching educational goals. Assist with attendance, behavioral and mental/chemical health referrals. Consult with other ALC+ Educational team members/Probation Officers, Court Officials and parents. Facilitate transition to mainstream education settings as appropriate. Transport youth as needed.
- E. Security Personnel: Personnel at both ALC+ education sites to respond to student behavior issues that impact school safety.
- F. Mental health support: Provide short term, school-based, mental health service, assessment and referral to appropriate community based resources for ALC+ students who present with untreated mental health issues
- G. Chemical health support: Provide education, information and appropriate community based resources for ALC+ students who present with issues or a history of chemical/substance abuse. CD support will be available to consult with project staff, educational team and county entities regarding chemical health concerns of ALC+ students.

9. Intermediate District 287 Confidentiality Policies and Protocols

As a public school district, Intermediate District 287 is Family Education and Rights to Privacy Act (FERPA) compliant. All partners and subcontractors will adhere to confidentiality requirements governing partners including FERPA, HIPPA, and Minnesota Data Privacy Statutes.

There are certain circumstances for which the restrictions on disclosure of confidential information do not apply. Under the following circumstances, information must be released to relevant authorities (the individual will be notified); 1) When court ordered; 2) Where state law requires that suspicion of child or elder abuse be reported to the proper authorities; and 3) if it is determined that the client/student is a danger to self or others, where mandated by state or federal laws.

The maintenance of the confidentiality of clients/students is of vital importance, not just as a requirement to meet legal mandates but also as a fundamental trust inherent in the sensitive nature of the services that we provide. We also understand and respect the fact that the confidentiality of mental health and substance abuse issues is particularly sensitive. Hennepin County can be confident that our established procedures will ensure privacy.

EXHIBIT B FINANCIAL

Proposed Annual 12-month budget

		Intermediate 287	287 In Kind	Hennepin County
Revenue	Number of Students	30		
	Per Capita	\$ 220,320.00		
	Summer School	\$ 13,365.00		
	Comp Ed	\$ 25,146.00		
	Special Ed	\$ 41,552.00		
	Hennepin County			\$ 550,000.00
	Juvenile Probation			
	In-Kind Revenue		540,344	
	total revenue	\$ 300,383.00	\$540,344.00	\$ 550,000.00
Staffing Expenses	3.0 FTE Teachers	\$ 197,266.00	\$ 42,134.00	
	2.0 contracted Case Coordinators			\$ 123,077.00
	2.0 building principals (.2 shown as in kind)		\$ 52,800.00	
	.5 FTE Principal		\$ 66,000.00	
	2.0 FTE Program Facilitator (2 sites) Intermediate 287 will pay for 1.6 FTE and Hennepin county will the remaining .4	\$ 85,369.00	\$ 42,311.00	\$ 31,920.00
	.6 FTE Career and Tech Program Instructors		\$ 47,880.00	
	Safe Schools co-located support services		\$ 15,000.00	
	.2 FTE School Social Workers, .2 SEL coordinators		\$ 31,920.00	
	1.0 FTE Clerical Support		\$ 44,311.00	
	2.0 FTE Security personnel - \$20,000 will be appropriated to each site for security at both Edgewood and SEC from Hennepin County.		\$ 75,000.00	\$ 40,000.00
	Overhead: managing contracts 8% of \$300,383		\$ 24,030.00	
	student/ school expenses	1 FTE Probation Officer .5 Edgewood/.5 SECA		
2.0 Ed Assts/Behavioral Specialists (2 sites)				\$ 98,462.00
1.0 System Navigator				\$ 98,461.00
Contracted .5 FTE MH professional at each site, and .4 FTE CD professional at each site				\$ 90,000.00
Facilities, maintenance and utilities			\$ 70,570.00	
Transportation - To-Go cards HC supplement summer school & other				\$ 68,080.00
Curriculum and instructional supplies			\$ 4,688.00	
Computers/smart boards/document cameras			\$ 6,000.00	
Extended time and Fringe		\$ 4,383.00	\$ 6,000.00	
Supplies and postage			\$ 1,200.00	
Summer School Expenses		\$ 13,365.00		
Phones/copier/fax			\$ 10,500.00	
Total Expenses	\$ 300,383.00	\$ 540,344.00	\$ 550,000.00	



July 8th – Minnesota Site Visit

8:30 am – 11:30 am

PYN Board Room or Training Center

Presentation Goal:

- Visitors will receive an overview of the system of programs and policy efforts aimed at supporting disconnected youth in Philadelphia and PYN’s role in supporting these efforts.

Proposed Presentation Outline: Draft 1

- I. Continental Breakfast 8:00 to 8:30 PYC Offices
- II. Welcome and Introductions 8:30 to 9:00 *Laura Shubilla*
 - Laura will welcome guests and set the context for the day’s visit
 - Kristine martin will take a few minutes to set the stage from the Hennepin perspective
 - Go around the room and ask participants what they hope to get from their two days here
 - Show the Project U-Turn Video
- III. Project U-Turn Campaign Overview 9:00 to 10:00 *Panel*
 - *Laura Shubilla, Co-President/CEO Philadelphia Youth Network*
 - *Candace Bell – William Penn Foundation, Co-Chair Project U-Turn*
 - *Cynthia Figueroa – Deputy Commissioner, Department of Human Services*
 - Overview of Project U-Turn
 - Campaign to raise awareness of the dropout crisis, to develop strategies and to leverage resources to address the problem
 - Review historical context- overview of Youth Transitions Funders’ Group’s original investment and goals
 - Building the work plan- discuss the intentionality of the Campaign, and the four areas of the work plan: policy, data and research, quality and quantity of educational involvement and increased stakeholder engagement
 - Focus on data- from the outset of the campaign stakeholders began to conduct extensive research to better understand Philadelphia’s dropout crisis. Talk about data sharing among partners as an integral component of the Campaign; how was this accomplished

- Provide a brief overview of the research including early warning indicator data
- Focus on hardest To Serve Kids – Strategy, Components and Lessons Learned so far
- Organization of resources to support campaign objectives
- Building of metrics
- Messes, Successes and Lessons we’ve learned

III. Multiple Pathways Portfolio of programs 10:15 to 11:15 *Harvey Chism*
Majeedah Scott

- How research led to development of the “ideal” portfolio of multiple pathways
- Description of the current multiple pathways portfolio
- Thorough overview of Bridge & Learning to Work
- Go beyond just the District programs – include E3, GED to College - **as additional support for engaging hardest-to-serve youth**
- Re-Engagement Center Overview
- How Multiple Pathways work fits into broader HS Reform agenda

VI. Questions and Answers 11:00 to 11:45

VII. Lunch (12:00 to 1:00) *Lori Shorr*

- Lori Shorr, Chief Education Officer from the Mayor’s Office will join us to talk about building political and the role of elected and appointed officials

Site Visits Afternoon

Interest Area	Location/Focus	Timeframe
Programmatic	Re-Engagement Center (MPG)	1:30-2:30
	Fairhill Summer Program (MPG)	3:00-4:00
	CADI Summer Program (MPG) or E3 North (?)	
Systems	City Hall/ Presentations on DHS/Education Center	1:30-2:30
	Discussion of Truancy/Reti-Wrap	3:00:-4:00

VIII. Working Dinner: 7:00 p.m. Postino Coast 212 Walnut Street (215-238-0499)



July 9th – Minnesota Site Visit

9:00 am – 11:30 am

PYN Board Room or Training Center

Presentation Goal:

- Visitors receive an overview of how the Project U-Turn Campaign sustains and build campaign momentum. Visitors have an opportunity to strategize ways to start working back home.

Proposed Presentation Outline: Draft 1

- | | | | |
|--------------|---|----------------|--------------------------------------|
| <u>I.</u> | Breakfast and debrief: implications for Hennepin? | 8:30 to 9:00 | |
| <u>II.</u> | Setting context for the day | 9:00 to 9:15 | |
| <u>III.</u> | Project U-Turn Media and Communications Strategies | 9:15 to 9:45 | <i>Melissa Orner</i> |
| | Describe how we continue to create a platform to report Campaign progress which includes youth success stories, the key stakeholders and engage elected officials. Highlight data dashboard and share Project U-Turn Reports | | |
| <u>IV.</u> | <u>Building Momentum/Ensuring Community Engagement</u> | 9:45 to 10:30 | <i>Darryl Coates
Kemal Nance</i> |
| | <ul style="list-style-type: none"> - Overview of Project U-Turn Collaborative - Turning-it-Around Summits-- working with the Community - Promising Practices Symposium—supporting Practitioners - Incorporating Youth Experience “real time” <ul style="list-style-type: none"> ▪ Youth Satisfaction Survey of MPG ▪ Youth United for Change ▪ Public School Notebook stories | | |
| | Break: 10:30 to 10:45 | | |
| <u>V.</u> | <u>Strategies to institutionalize the work</u> | 10:45 to 11:15 | |
| <u>VI.</u> | <u>Question & Answers (30 minutes)</u> | 11:15 to 11:45 | |
| <u>VII.</u> | <u>Lunch and Facilitated Discussion</u> | 11:45 to 1:30 | |
| | Hennepin Participants Vision, SWOT analysis, Proposed Next Steps | | |
| <u>VIII.</u> | <u>Discussion with Mayor Michael Nutter</u> | 2:00 – 2:15 | |

Accommodations: Hilton Garden Inn; 11th & Arch Street

<http://hiltongardeninn.hilton.com/en/gi/hotels/index.jhtml?ctyhocn=PHLGIGI>

Philadelphia Youth Network (PYC) Offices

Ste 304, 714 Market Street

Philadelphia, PA 19106-2327

(267) 502-3800



Hennepin County Delegation Travelling to Philadelphia for Multiple Pathways to Graduation Site Visit July 8/9, 2010

Group 1: Programmatic: will visit Reengagement Center, Fairhill Summer Program and E3North on Thursday afternoon

Jim Johnson, Director of Student Support Services Minneapolis Public Schools

(Superintendent Bernedia Johnson's representative)

612-668-5432 Jim.Johnson@mpls.k12.mn.us

Scheduler: Janet Neely Janet.neely@mpls.k12.mn.us

Arrival Flight not known Departs Friday 6:21 p.m. Delta FI 6265

Kate Maguire, incoming Osseo School District Superintendent

Ph: 763-391-7108 maquirek@distrcit279.org

Scheduler: Barb Bitterman bittermanb@distrcit279.org

Arrival Flight not known Departs Philadelphia 6:21 p.m.; arrives Mpls. 8:44 p.m

Jane Holmberg, Executive Director of Teaching & Learning - Intermediate District 287

Ph: 763-550-7152 JCHolmberg@district287.org

Scheduler: Jean Wiley jbwiley@district287.org

Arrival flight not known Departs Philadelphia at 6:21 p.m. Delta Flight 6265

Luanne Nyberg, A-GRAD Senior Manager, Hennepin County

Ph: 612 596-7709 Luanne.Nyberg@co.hennepin.mn.us

Scheduler: self

Arrives Wed 7:03 p.m. Delta #1588 Departs Friday 6:21 p.m. Delta FI 6265

Rebecca Gilgen, A-GRAD Analyst, Hennepin County

612-879-3583 Rebecca.Gilgen@co.hennepin.mn.us

Scheduler: self

Scheduler: self

Arrives Wed 7:03 p.m. Delta #1588 **Departs Friday 6:21 p.m.** Delta FI 6265

Group 2: Systems: will meet at City hall re Human Services, Truancy and Corrections Pathways to Graduation on Thursday afternoon

Commissioner Peter McLaughlin, Hennepin County

Ph: 612-348-7884 Peter.Mclaughlin@co.hennepin.mn.us

Scheduler: Dorothy Rucker Dorothy.Rucker@co.hennepin.mn.us

Arrives Wed 7:03 p.m. Delta #1588 Will visit his Mom in PA after site visit is done.

Commissioner Jan Callison, Hennepin County

Ph: 612-348-7886 Janis.Callison@co.hennepin.mn.us

Scheduler: Cassandra Holmstrom Cassandra.J.Holmstrom@co.hennepin.mn.us

Arrives Delta Wed 7:03 p.m. Delta #1588 Departs Delta 1897 I at 2:29 p.m. on Friday July 9

Sandra Lewandowski, Superintendent, Intermediate District 287

Ph: 763-550-7101 sllewandowski@district287.org

Scheduler: Wauneen Denson-Mgeni wbdensonmgeni@district287.org

Arrives Delta Wed 7:03 p.m. Delta #1588 Departs Delta 1897 I at 2:29 p.m. on Friday July 9

Kristine Martin, Director, Research Planning and Development Department, Hennepin County

Ph: 612 596-7639 Kristine.Martin@co.hennepin.mn.us

Scheduler: Rebeca Mueller rebeca.mueller@co.hennepin.mn.us

Arrives Wed 7:03 p.m. Delta #1588 Departs Friday 6:21 p.m. Delta FI 6265

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

M E M O R A N D U M

Date: July 14, 2010

To: Sandy Lewandowski, Superintendent

From: Jane Holmberg, Executive Director of Teaching and Learning

Re: RAMP-UP! Supplemental Education Services Program Year-End Report

I am pleased to report that Supplemental Education Services (SES) offered through Intermediate District 287 in 2009-2010

- Grew dramatically and had an exceptional completion rate,
- Resulted in important student gains, and
- Received high parent satisfaction ratings.

One of the provisions of the No Child Left Behind Act (NCLB) is that an array of tutoring (also called Supplemental Educational Services or SES) be made available to students in schools that have not made adequate yearly progress (AYP) for at least three years. District 287's state-approved program for providing after-school SES is called RAMP-UP! and this past year was the provider chosen by the parents of 174 students in grades one to six in 9 of our member district schools plus 1 charter school. To operate in so many schools simultaneously, we indeed ramped up quickly from a staff of 12 tutors in 2 schools last year to a staff of 45 this year. Nearly all of the tutors are regular 287 employees, offering a depth of instructional expertise to the program that is not found in most of the private vendors of SES. Lynda Benkofske, who is the Program Facilitator for Targeted Services and Independent Study in the Area Learning Center, coordinated programming and was assisted by the district reading and math specialists who chose curriculum and assessment with the best possibility for student growth in a limited number of small-group tutoring sessions.

As more schools are finding themselves needing to offer SES, they are looking for providers that have a track record of producing results. We are pleased that at the end of the second year we have data specific to the tutoring program that establishes our ability to provide high quality tutoring. Attached please find graphs that show the pre and post test gains by grade level on each of the objectives for the math program and for the reading program. You'll see that in all but a very few cases, students made impressive gains in the objective areas given that the tutoring was just 22 hours over an approximately 9 week period. These data are encouraging and we are continuing to delve into the specific areas to inform our practice next year. We also are proud our student completion rate was an outstanding 95%.

In addition to positive student achievement outcomes, we also can report positive parent assessment. Of the 20 satisfaction surveys returned, 90% were very satisfied and 10% were somewhat satisfied with the program. All responded they would choose the RAMP-UP! program again if given the opportunity, and several wrote encouraging comments about the program, our favorite of which is: "She enjoyed the class—I didn't have to tell her it was time to read, she would tell me it's time."

Curriculum: Moving with Math.

KEY:

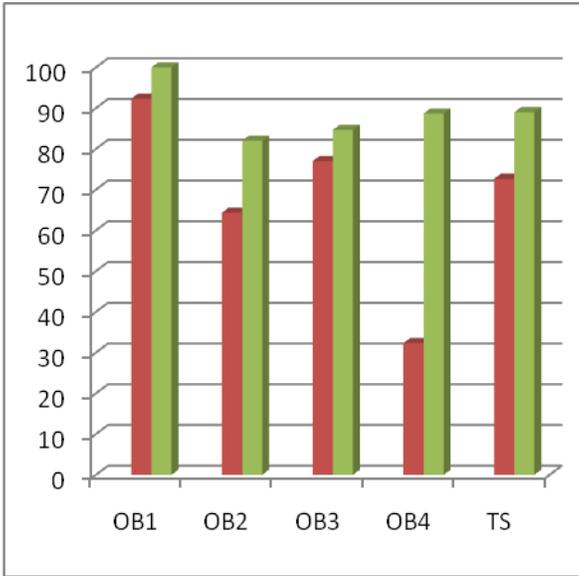
X- Axis represents Objective Number – OB# (please refer to last page for objective descriptions)

Y-Axis represents % correct score

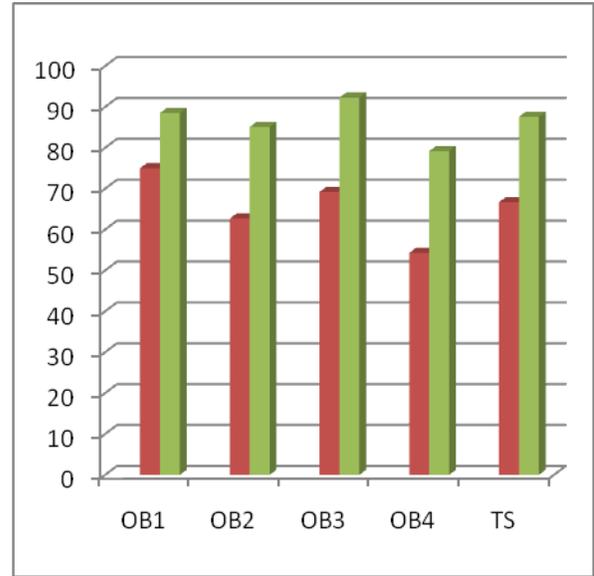
Pre-Test Post-Test

Combined Scores by Grade; 9 elementary/intermediate schools.

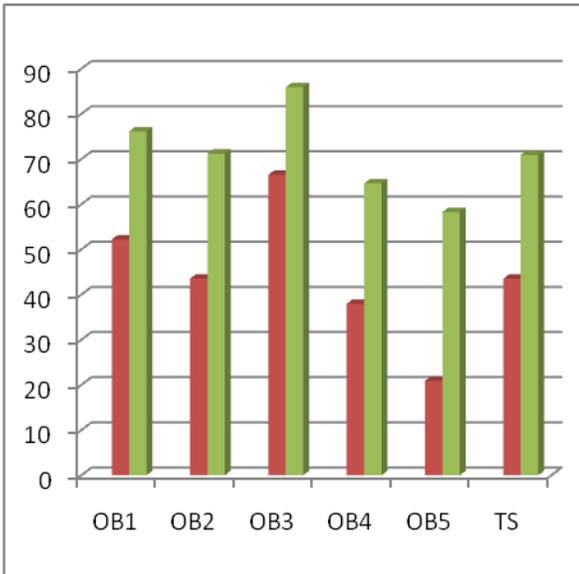
Students received approximately 22 hours of tutoring.



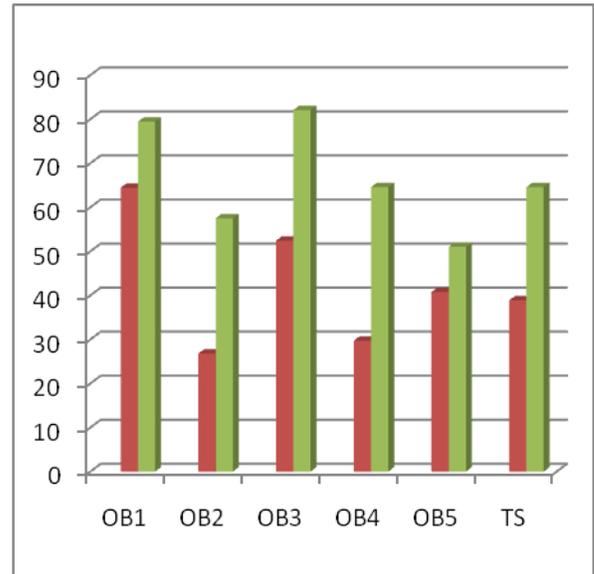
1ST Grade – 3 Students



2nd Grade – 10 Students



Grade – 13 Students



4th Grade – 14 Students

3rd

Curriculum: Moving with Math.

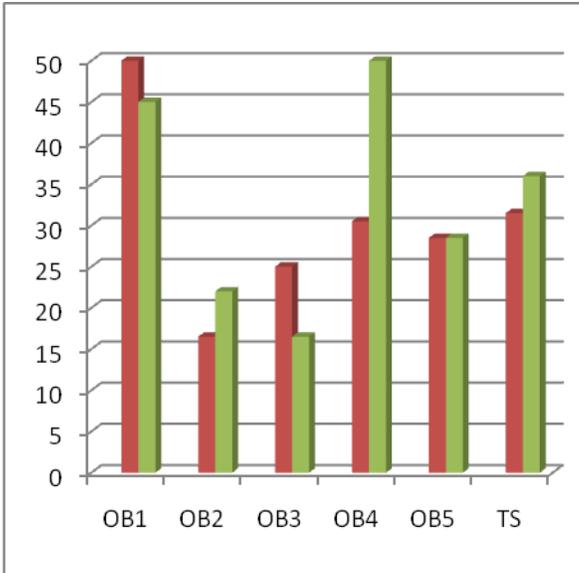
KEY:

X-Axis represents Objective Number – OB# (please refer to last page for objective descriptions)

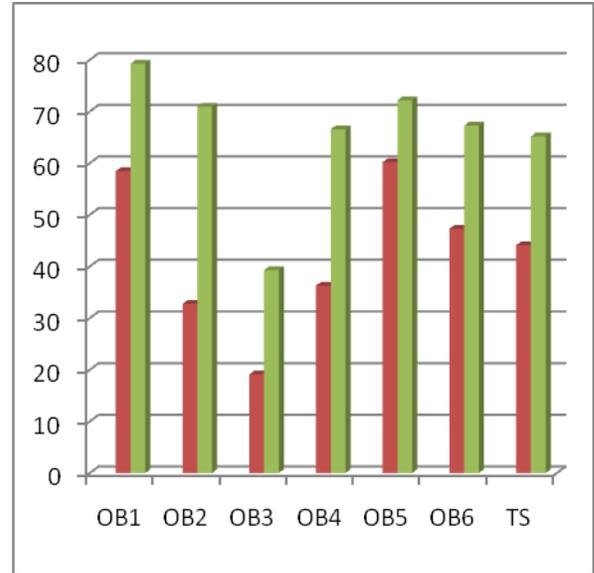
Y-Axis represents % correct score

Pre-Test

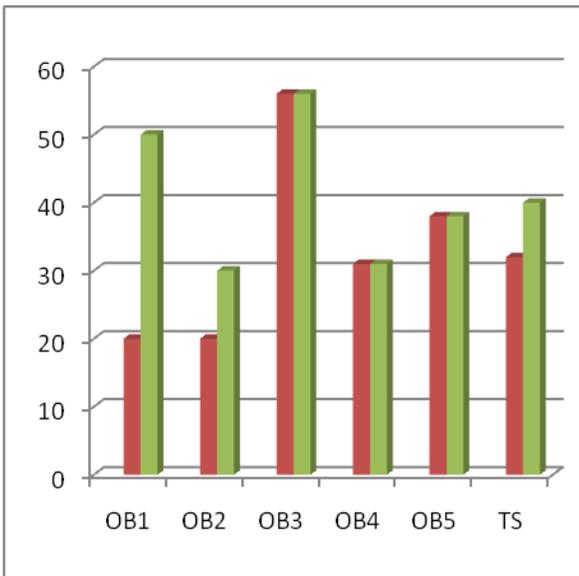
Post-Test



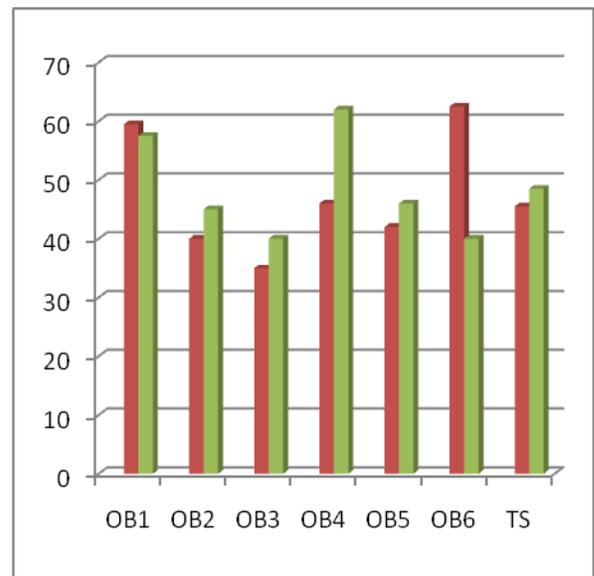
5th Grade – 5 OB - 2 Students



5th Grade – 6 OB - 11 Students



Grade – 5 OB - 1 Student



6^h Grade – 6 OB - 2 Students

6th

Curriculum: Moving with Math.

KEY:

X- Axis represents Objective Number – OB# (please refer to last page for objective descriptions)

Y-Axis represents % correct score

Pre-Test Post-Test

Objective Descriptions

First Grade; Second Grade – 4 Objectives	Third Grade; Fourth Grade – 5 Objectives
OB1 – Objective 1: The student will demonstrate an understanding of numbers, operations, and quantitative reasoning.	OB1 –Objective 1: The student will demonstrate an understanding of numbers, operations, and quantitative reasoning including place value, equality, and estimating.
OB 2 – Objective 2: The student will use a variety of models and strategies to solve addition and subtraction problems in real-world and mathematical contexts.	OB2 – Objective 2: The student will use a variety of models and strategies to solve addition, subtraction, multiplication, and division problems in real-world and mathematical contexts including the vocabulary used in these operations.
OB3 – Objective 3: The student will demonstrate an understanding of geometry and spatial reasoning including comparing objects according to length, size, weight and position and describe the characteristics of basic shapes.	OB3 – Objective 3: The student will demonstrate an understanding of geometry (types of lines, symmetry, congruent figures, polygons, solids, and perimeters) and statistics (reading and interpreting graphs).
OB4 –Objective 4: The student will demonstrate an understanding of the basic concepts of measurement in real-world and mathematical situations involving length, time, and money.	OB4 – Objective 4: The student will demonstrate an understanding of the mathematical processes and tools used in problem solving including understanding the meaning and uses of fractions in real-world and mathematical situations.
	OB5 – Objective 5: The student will demonstrate an understanding of the basic concepts of measurement in real-world and mathematical situations involving length, time, and money.
Fifth Grade; Sixth Grade- 5 Objectives	Fifth Grade; Sixth Grade – 6 Objectives
OB1 – Objective 1: The student will demonstrate an understanding of numbers, operations, and quantitative reasoning and will use a variety of models and strategies to solve addition, subtraction, multiplication, and division problems in real-world and mathematical contexts.	OB1 – Objective 1: The student will demonstrate an understanding of numbers, operations, and quantitative reasoning including estimating, patterns and the commutative, associative and distributive properties.
OB2 – Objective 2: The student will demonstrate an understanding of fractions including reading, writing, representing, and comparing fractions as well as solving problems involving fractions in both real-world and mathematical contexts.	OB2 – Objective 2: The student will use a variety of models and strategies to solve addition, subtraction, multiplication, and division problems in real-world and mathematical contexts.
OB3 – Objective 3: The student will demonstrate an understanding of decimals including place value, reading, writing, representing, comparing decimals, and converting between fractions and decimals as well as solving problems involving decimals in both real-world and mathematical contexts.	OB3 – Objective 3: The student will demonstrate an understanding of fractions including reading, writing, representing, and comparing fractions as well as solving problems involving fractions in both real-world and mathematical contexts.
OB4 – Objective 4: The student will demonstrate an understanding of geometry including types of lines, angles, shapes, solids, perimeters, areas, and volume as well as the basic concepts of measurement including solving problems involving length, time, weight,	OB4 – Objective 4: The student will demonstrate an understanding of decimals including place value, reading, writing, representing, comparing decimals, and converting between fractions and decimals as well as solving problems involving decimals in both real-world

Curriculum: Moving with Math.

KEY:

X- Axis represents Objective Number – OB# (please refer to last page for objective descriptions)

Y-Axis represents % correct score

Pre-Test Post-Test

capacity, and money in real-world and mathematical contexts.	and mathematical contexts.
OB5 – Objective 5: The student will demonstrate an understanding of the mathematical processes and tools used in problem solving including finding the average of a group of numbers, reading and interpreting graphs, and representing percents.	OB5 – Objective 5: The student will demonstrate an understanding of geometry including types of lines, angles, shapes, solids, perimeters, areas, and volume as well as the basic concepts of measurement including solving problems involving length, time, weight, capacity, and money in real-world and mathematical contexts.
	OB6 – Objective 6: The student will demonstrate an understanding of the mathematical processes and tools used in problem solving including finding the average of a group of numbers, reading and interpreting graphs, and representing percents.
TS = Total Score	TS = Total Score

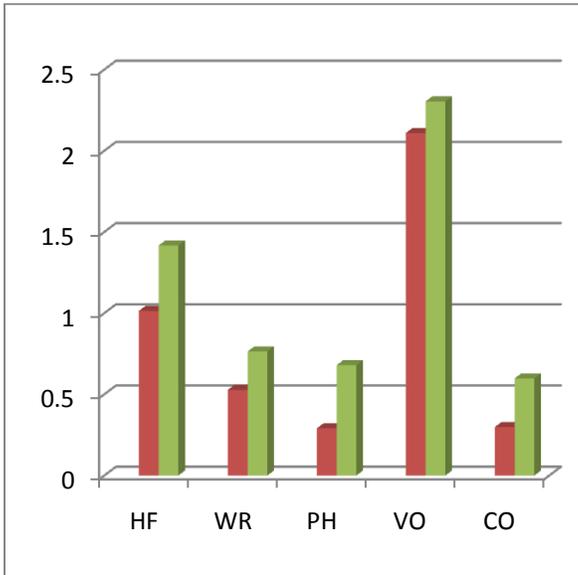
Curriculum: Unique Reader. DORA (Diagnostic On-Line Reading Assessment) assessment tool utilized.

X-Axis Key: HF – High Frequency Words (3.83 grade level max) WR – Word Recognition PH – Phonics (4.83 grade level max)
VO – Vocabulary CO – Reading comprehension Y-Axis represents grade level

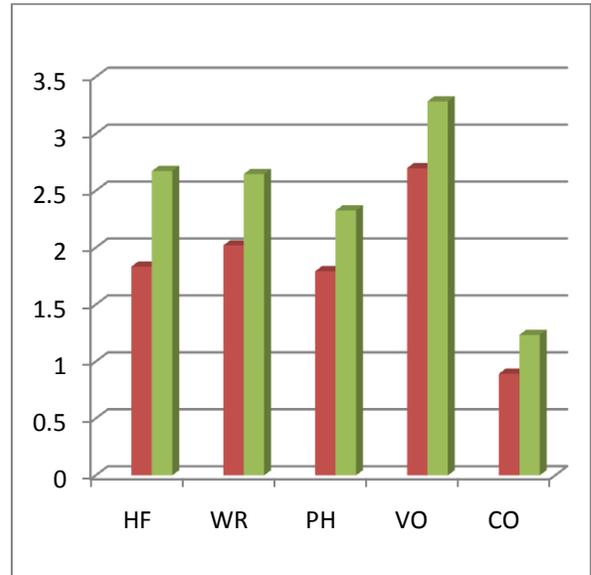
Pre-Test Post-Test

Combined Scores by Grade FY10; 10 elementary/intermediate schools.

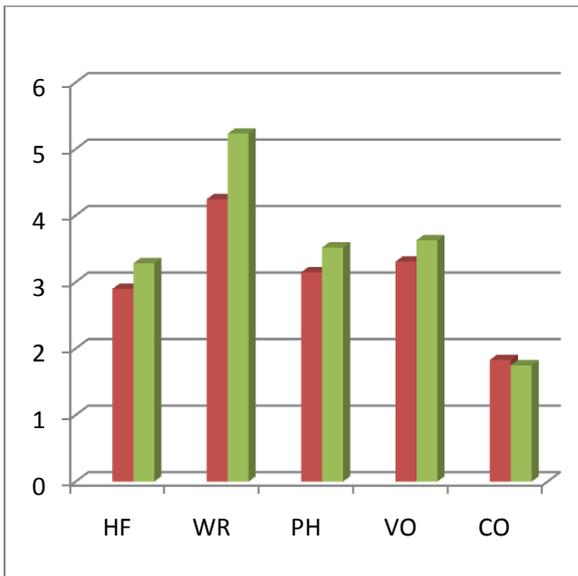
Students received approximately 22 hours of tutoring.



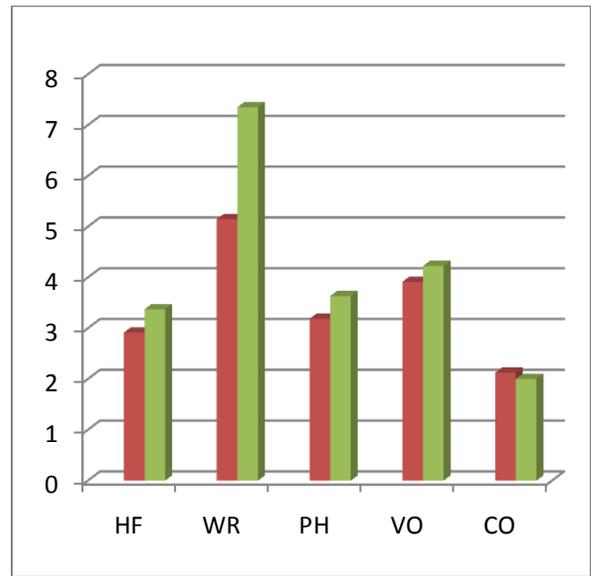
1st Grade – 24 Students



2nd Grade – 25 Students



3rd Grade – HF-VO 26 Students, CO 25 Students

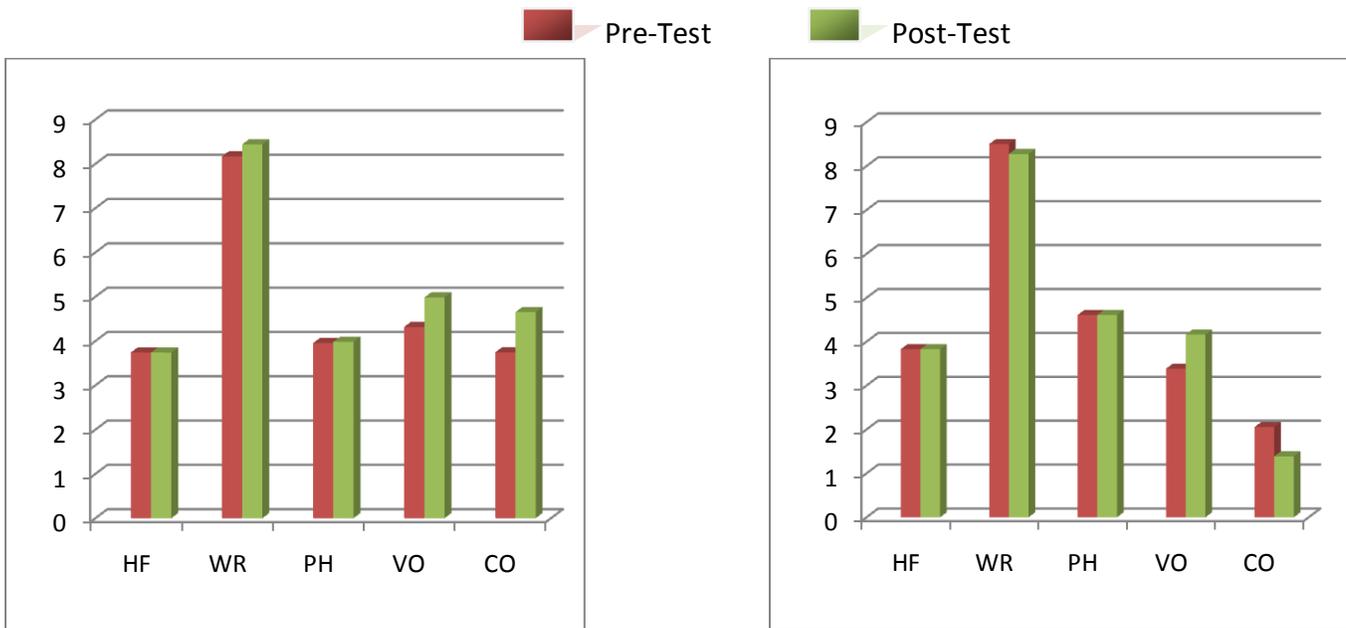


4th Grade – 16 Students

RAMP-UP! FY10 Reading

Curriculum: Unique Reader. DORA (Diagnostic On-Line Reading Assessment) assessment tool utilized.

X-Axis Key: HF – High Frequency Words (3.83 grade level max) WR – Word Recognition PH – Phonics (4.83 grade level max)
VO – Vocabulary CO – Reading comprehension Y-Axis represents grade level



5th Grade – 11 Students

6th Grade – 3 Students

Subtests of DORA:

HF – High Frequency Words – Examines the learner’s ability to quickly identify frequently occurring words. Test maxes out at 3.83 grade level.

WR – Word Recognition – Measures the learner’s ability to recognize a variety of leveled lists of words.

PH – Phonics (Word Analysis) – Assesses a learner’s knowledge of basic phonetic rules and sounding-out skills. Test maxes at 4.83 grade level.

VO – Vocabulary – Measures the learner’s receptive oral vocabulary skills using leveled lists of vocabulary words.

CO – Reading Comprehension – Evaluates the learner’s ability to answer factual and inferential questions about a silently read story.

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

M E M O R A N D U M

Date: July 15, 2010

To: Sandy Lewandowski, Superintendent

From: Jane Holmberg, Executive Director of Teaching and Learning

Re: Preliminary AYP Data

The Minnesota Department of Education has made available to schools preliminary information about which schools likely will not be shown to have made adequate yearly progress (AYP) for the 2009-2010 school year. Attached is a chart showing the 287 programs included in the list and the reasons for not making AYP. While the total number of these schools or programs has decreased over last year (from 30 to 25), we do not recommend this is the occasion to make claims the results show clear program improvement. In many cases, small programs are not reported because of “insufficient data” which means there are too few students to report and therefore the program is not included on the list, regardless of student performance. We believe other measures, such as our PLC goal attainment, are more appropriate measures of student achievement and program health, and have provided background information for this assertion in previous Board reports about our PLC efforts.

The attached results are considered preliminary because during the month of July districts have the opportunity to review their data and under certain circumstances make an appeal about the AYP status. Part of our obligation as the umbrella provider of Area Learning Center services is to coordinate any appeals for any of the ALC programs within the 287 membership. We have communicated this possibility to any of the schools that appear not to be making AYP and will appeal before the July 30 deadline if that is their wish. During the past 5 years of the process, we have appealed on behalf of only one school and that was not successful. In most cases, the ALC programs do not appeal because there are no sanctions associated with AYP status since District 287 does not receive Title I funds. Furthermore, the school is listed under 287 in any published results.

As in past years, we most definitely will review these data at the program level to learn what we can from the AYP measures and to include this information in our continuous improvement efforts to the extent it can be informative. In the meantime, please let me know if I can provide further information or context for this report.

**Intermediate District 287 Area Learning Center
Programs Not Making Adequate Yearly Progress for 2009-2010**

		Not Making AYP in Participation		Not Making AYP in Proficiency: Math				Not Making AYP in Proficiency: Reading				Not Making AYP in Attendance		
School #	School Name	Group	#	Group	# tested	SH Index target	Index rate	Group	# tested	SH Index target	Index rate	Group	Target	Rate
428	287 InVEST HS			All	12	10.00	16.67*	All	15	26.36	40.00	All	90.00	84.26
431	287 VECTOR Basic											All	90.00	88.58
432	287 VECTOR Low Incidence											All	90.00	86.68
440	287 OPTIONS Middle			All	25	27.31	12.00							
				Free Reduc ed Lunch	22	28.95	9.09							
453	287 EXPLORE			All	5	10.00	0.00							
465	287 SUN			All	34	35.15	23.53	All	45	37.69	15.56			
								White	28	32.50	15.56			
								Free Reduc ed Lunch	26	37.69	26.92			
479	287 SAFE							All	7	37.00	04.29			

*Although it appears this year's data would seem to indicate this school met proficiency, previous years' results are also included in the calculations for an overall determination of "Not Proficient."

**Intermediate District 287 Area Learning Center
Programs Not Making Adequate Yearly Progress for 2009-2010**

		Not Making AYP in Participation		Not Making AYP in Proficiency: Math				Not Making AYP in Proficiency: Reading				Not Making AYP in Attendance		
School #	School Name	Group	#	Group	# tested	SH Index target	Index rate	Group	# tested	SH Index target	Index rate	Group	Target	Rate
480	287 STRIVE Secondary							All	10	10.00	0.00			
486	287 CIP			All	21	29.69	11.90	All	18	41.76	27.78			
510	287 IDT/KEYS TONE Care & Treatment							All	4	100.00	25.00	All	81.43	81.38
521	287 Epsilon			All	4	10.00	0.00	All	4	42.73	37.50			
620	271 Shape ALC											All	62.29	60.31
												White	63.46	56.83
622	South Alternative Center (SECA)	All	52.17	All	8	14.09	6.25					All	74.78	64.28
												Hispanic	76.73	67.96
												Black	75.30	62.10
												White	74.33	61.99
												Free Reduced Lunch	74.31	67.02
629	271 Beacon Night School			All	10	37.29	15.00					All	81.53	79.49
												Black	81.10	79.77
												White	82.19	79.37
635	North Vista			All	8	10.00	0.00	All	3	40.00	0.00	All	83.60	81.36

*Although it appears this year's data would seem to indicate this school met proficiency, previous years' results are also included in the calculations for an overall determination of "Not Proficient."

**Intermediate District 287 Area Learning Center
Programs Not Making Adequate Yearly Progress for 2009-2010**

		Not Making AYP in Participation		Not Making AYP in Proficiency: Math				Not Making AYP in Proficiency: Reading				Not Making AYP in Attendance		
School #	School Name	Group	#	Group	# tested	SH Index target	Index rate	Group	# tested	SH Index target	Index rate	Group	Target	Rate
	ALC													
644	Prairie Center ALC			All	8	40.00	12.50							
648	281 Winnetka Learning Ctr ALC											All	68.52	65.22
650	281 Highview Alternative Program			All	8	10.00	0.00					All	68.26	65.62
												Black	70.18	65.91
												White	67.05	65.80
												Free Reduced Lunch	69.00	64.45
694	276 Minnetonka Compass											All	90.00	88.75
												White	90.00	88.51
702	279 Osseo Sr. Hi ALC	All Math	89.58	All	21	18.04	2.38					All	81.10	79.04
												Asian Pacific Islander	77.37	75.78
												Black	83.33	77.90
												Free Reduced	80.34	79.84

*Although it appears this year's data would seem to indicate this school met proficiency, previous years' results are also included in the calculations for an overall determination of "Not Proficient."

**Intermediate District 287 Area Learning Center
Programs Not Making Adequate Yearly Progress for 2009-2010**

		Not Making AYP in Participation		Not Making AYP in Proficiency: Math				Not Making AYP in Proficiency: Reading				Not Making AYP in Attendance		
School #	School Name	Group	#	Group	# tested	SH Index target	Index rate	Group	# tested	SH Index target	Index rate	Group	Target	Rate
												Lunch		
710	270 Hopkins West Jr Hi			All	6	10.00	8.33							
754	277 Westonka Area Learning Academy			All	7	10.00	7.14							
761	283 St. Louis Park ALC											All	90.00	89.24
												Black	90.00	89.21
763	286 BCALC-Brooklyn Center HS ALC			All	6	10.00	0.00					All	88.58	76.05
												Black	88.97	74.29
												Free Reduced Lunch	88.63	78.30

Total # of Programs Reported for AYP: 69
Total # Not Making AYP: 13

*Although it appears this year's data would seem to indicate this school met proficiency, previous years' results are also included in the calculations for an overall determination of "Not Proficient."

**Intermediate District 287 Area Learning Center
Programs Not Making Adequate Yearly Progress for 2009-2010**

Total # of Member District Managed Not Making AYP: 10

Total # of 287 Managed Not Making AYP: 3

Total # of 287-Contracted Not Making AYP: 0

Total # Not Making AYP in 2008-2009: 30

*Although it appears this year's data would seem to indicate this school met proficiency, previous years' results are also included in the calculations for an overall determination of "Not Proficient."

MEMORANDUM

Date: July 12, 2010

To: Sandy Lewandowski

From: Laura Keller-Gautsch

RE: Review of the April 15th SEDAC meeting - "Itinerant Services: Planning and billing information"

The Special Education Director's Advisory Committee (SEDAC) held a meeting on April 15th 2010 with a special focus on the cost and billing process for Itinerant Services. Based on their request for rate clarification and cost transparency, a meeting was dedicated to the review of billing materials and an opportunity to ask questions on the annual process that includes planning for services, EDRS reporting and budget building. Each Director received a district specific packet of information in order to work with their own familiar data. They also received a rate development spreadsheet that shows what goes into the costs that are included in the Itinerant daily rate (staff salaries/benefits, equipment, supplies, administration, mileage, etc.). Each District received customized data to include:

- A. Pre-bill information that included their 09-10 planned days of service and the estimated rate built on the FY 10 Itinerant budget.
- B. A rate development sheet that revealed 100% of the costs included in the Itinerant estimated daily rate.
- C. A summary of the early EDRS data provided in November of each year for the purposes of generating revenue.
- D. A review of their planned days for 10-11 with a FY 11 estimated daily rate
- E. A sample of the final EDRS data sheet that will be provided this summer and reconciles with actual use and cost of services for the current year.

As a follow up, the Directors were asked to complete a Zoomerang survey to indicate their satisfaction with the materials and training provided and whether they had an improved understanding of the cost associated with Itinerant Services. Over 80% indicated that their understanding had significantly improved.

The Directors also discussed a proposal to begin billing Medical Assistance for Itinerantly delivered services. The revenue generated from these services would be used to directly offset Itinerant costs. The proposal was approved and the process will be implemented in the fall in 2010-11.

**INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION**

Regular Meeting – July 22, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORTS

ITEM: Approval of Routine Monthly Finance Report

PRESENTED BY: Janet A. Johnson, Director of Finance

1. Background Information

The June Budget vs. Actual Reports are presented for Board information and review. These reports indicate that year-to-date revenue in all funds (excluding the SEC building project) totals \$54,757,369, or 74.2% of the revised revenue budget of \$73,818,687. The fact that the District’s revenue is trending lower than the prior two years and lower than expenditures shows the direct impact of our conversion to the MDE Special Education Uniform Tuition system and related payments coming from the State. Over the course of the year our revenue only reflects the cash payments we receive from MDE. During FY09 we were receiving payments based upon 90% of the entitlement. During FY10 that has dropped to 73% of the entitlement. The Revenue will be made whole at year end as we calculate all of our receivables and recognize that revenue as part of the audit.

Year-to-date expenditures in all funds (excluding the SEC building project), total \$68,614,774 or 94.2% of the revised expenditure budget of \$72,817,617.

These numbers are as of the end of the fiscal year at June 30th, and are very preliminary at this point. They reflect the normal month end which is basically on a cash basis without accrual entries. Numerous receivables and payables are calculated after year-end, and the numbers will continue to change up to and through the audit process later this fall.

DDA

Attachments

2. Fiscal Impact/Funding Source: None

3. RECOMMENDED ACTION: The Board approve the Finance & Donation Report 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.

REPORT: EXPREV 006 REVENUE SUMMARY BY FUND - Board Report
 STATEMENT OF REVENUE
 DIST 0287 Intermediate District 287 ACCOUNTING PERIOD 06/01/10 TO 06/30/10

RUN: TUE 071310 13:53 PAGE 1

ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999
 ZERO BALANCES: Suppress Zero Balances INCLUDE/EXCLUDES: EXL FD 11 11
 SORTED BY: ACCOUNT FD
 SUBTOTALED BY: ACCOUNT FD
 SERIES TOTALS: <None Selected>
 PAGE BREAK ON: <None Selected>

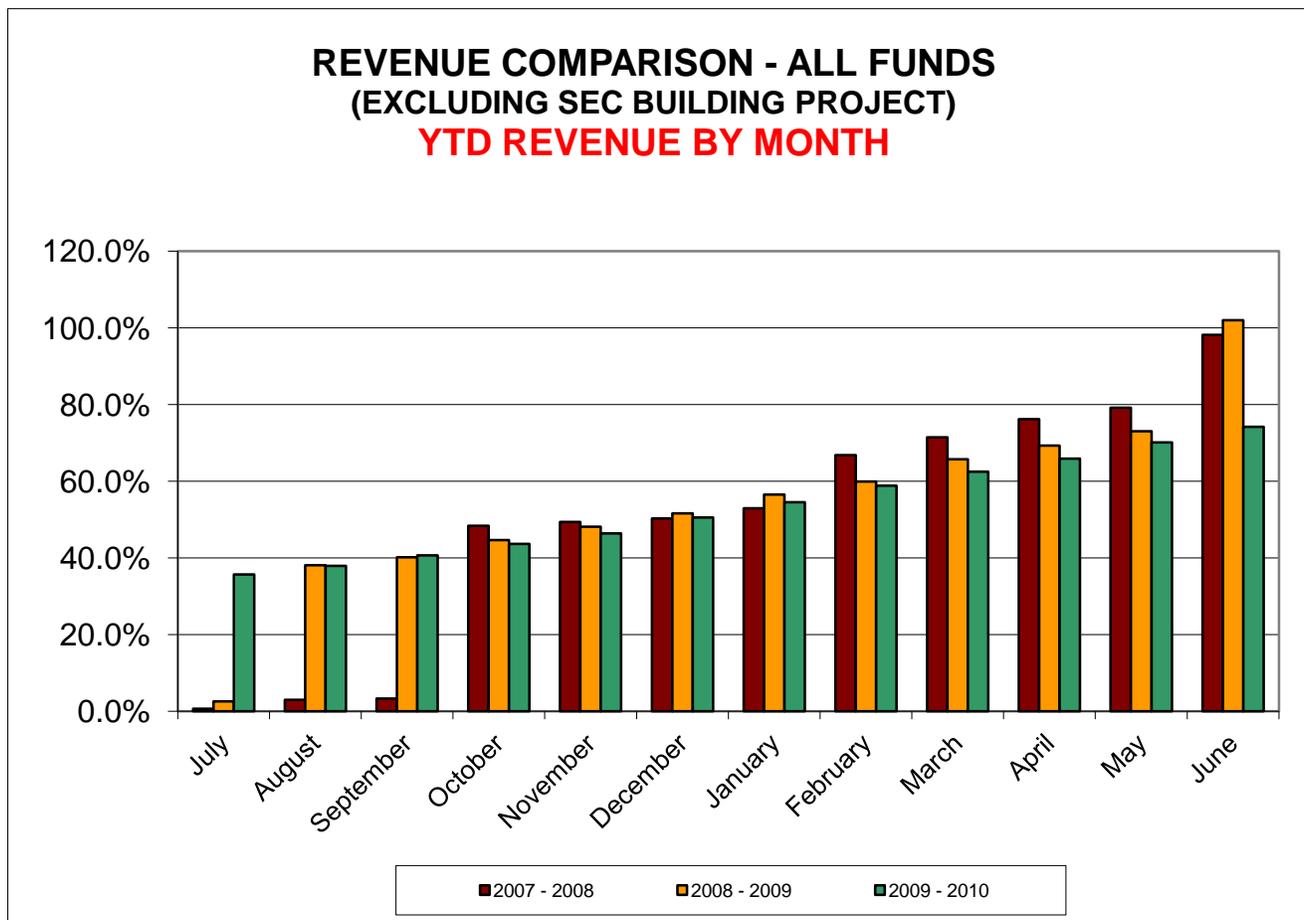
FD 01	PRIOR YEAR ACTUAL	< - - - - - REVISED BUDGET	FISCAL YEAR 200907		- - - - ->	
			06/01/10 06/30/10	RECEIVED THRU 06/30/10	REMAINING ON 06/30/10	PERCENT REMAINING
01 GENERAL FUND	17,467,227.38	18,267,606	572,645.70-	9,383,431.84	8,884,174.16	48.63 %
02 FOOD SERVICE FUND	302,050.35	330,873	757.18	106,419.81	224,453.19	67.83 %
04 COMMUNITY SERVICE FUND	266,239.17	261,802	20,945.85	220,978.96	40,823.04	15.59 %
09 AGENCY FUND - FLEX FUND.	345,077.73	0	33,051.97	286,840.24	286,840.24-	0.00 %
12 ALC-ACADEMIC	7,079,991.62	7,429,221	343,937.75	7,534,988.41	105,767.41-	1.42-%
13 CAREER & TECH	2,041,177.52	2,256,631	654.20	1,574,752.65	681,878.35	30.21 %
14 SPECIAL EDUCATION	43,835,532.02	45,243,754	2,605,248.54	34,372,887.93	10,870,866.07	24.02 %
20 INTERNAL SERVICE FUND	455,152.13	0	98,291.97	401,089.63	401,089.63-	0.00 %
30 KEYSTONE ITD	789,702.24	0	449,175.72	843,140.62	843,140.62-	0.00 %
41 DONATIONS	0.00	0	49.20	2,134.55	2,134.55-	0.00 %
51 STUDENT CLUBS	33,018.69	28,800	4,729.04	30,704.33	1,904.33-	6.61-%
*** REPORT TOTALS:	72,615,168.85	73,818,687	2,984,195.72	54,757,368.97	19,061,318.03	25.82 %

DISTRICT 287

REVENUE COMPARISON - ALL FUNDS EXCLUDING SEC BUILDING PROJECT

Month	2007 - 2008		2008 - 2009		2009 - 2010	
	\$ Amount	% of Budget	\$ Amount	% of Budget	\$ Amount	% of Budget
July	400,609	0.6%	1,848,739	2.6%	26,339,259	35.7%
August	1,432,190	3.0%	25,269,197	38.1%	1,662,122	37.9%
September	235,664	3.3%	1,488,574	40.2%	2,014,369	40.7%
October	27,973,935	48.4%	3,156,289	44.6%	2,236,266	43.7%
November	612,106	49.4%	2,534,489	48.2%	2,016,891	46.4%
December	542,422	50.3%	2,467,467	51.6%	3,033,588	50.5%
January	1,662,562	52.9%	3,455,875	56.5%	2,938,663	54.5%
February	8,585,201	66.8%	2,420,448	59.9%	3,222,516	58.9%
March	2,880,213	71.4%	4,158,279	65.7%	2,660,739	62.5%
April	2,946,944	76.2%	2,528,874	69.3%	2,539,462	65.9%
May	1,848,504	79.1%	2,695,389	73.1%	3,109,298	70.1%
June	11,826,805	98.2%	20,591,549	102.0%	2,984,196	74.2% *
TOTAL	60,947,155	98.2%	72,615,169	102.0%	54,757,369	74.2%
BUDGET	62,060,730		71,203,550		73,818,687	

*Pre Audit



REPORT: EXPREV 007 EXPENDITURE SUMMARY BY FUND - Board Rept
 STATEMENT OF EXPENDITURES
 DIST 0287 Intermediate District 287 ACCOUNTING PERIOD 06/01/10 TO 06/30/10

RUN: TUE 071310 13:53 PAGE 1

ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999
 ZERO BALANCES: Suppress Zero Balances INCLUDE/EXCLUDES: EXL FD 11 11
 SORTED BY: ACCOUNT FD
 SUBTOTALLED BY: ACCOUNT FD
 SERIES TOTALS: <None Selected>
 PAGE BREAK ON: <None Selected>

FD 01	PRIOR YEAR ACTUAL	< - - - - - REVISED BUDGET	FISCAL YEAR 200907				REMAINING ON 06/30/10	PERCENT REMAINING
			06/01/10 06/30/10	EXPENDED THRU 06/30/10	ENCUMBERED THRU 06/30/10			
01 GENERAL FUND	17,852,731.87	18,239,801	1,446,790.06	16,727,440.46	589,787.84	922,572.70	5.05 %	
02 FOOD SERVICE	302,050.35	330,873	32,248.88	245,951.79	35,831.12	49,090.09	14.83 %	
04 COMMUNITY SERVICE FUND	289,448.48	335,050	53,430.55	327,706.04	21,747.49	14,403.53-	4.29-%	
06 BUILDING CONSTRUCTION FUND	0.00	0	141,979.15	180,601.02	445,766.48	626,367.50-	0.00 %	
09 AGENCY FUND - FLEX FUND	341,688.38	0	33,051.97	287,286.50		287,286.50-	0.00 %	
12 ALC-ACADEMIC	7,224,666.69	7,273,505	1,211,167.09	6,941,093.47	17,278.01	315,133.52	4.33 %	
13 CAREER & TECH	2,006,377.55	2,038,263	442,514.07	1,762,925.14	30,405.03	244,932.83	12.01 %	
14 SPECIAL EDUCATION	41,043,925.36	44,571,325	6,701,056.28	41,240,004.10	189,344.82	3,141,976.08	7.04 %	
20 INTERNAL SERVICE FUND	492,265.73	0	67,170.90	270,153.29		270,153.29-	0.00 %	
30 KEYSTONE IDT	789,702.24	0	50,000.00	600,000.00		600,000.00-	0.00 %	
51 STUDENT CLUBS	30,181.55	28,800	9,120.11	31,611.78	875.01	3,686.79-	12.80-%	
*** REPORT TOTALS:	70,373,038.20	72,817,617	10,188,529.06	68,614,773.59	1,331,035.80	2,871,807.61	3.94 %	

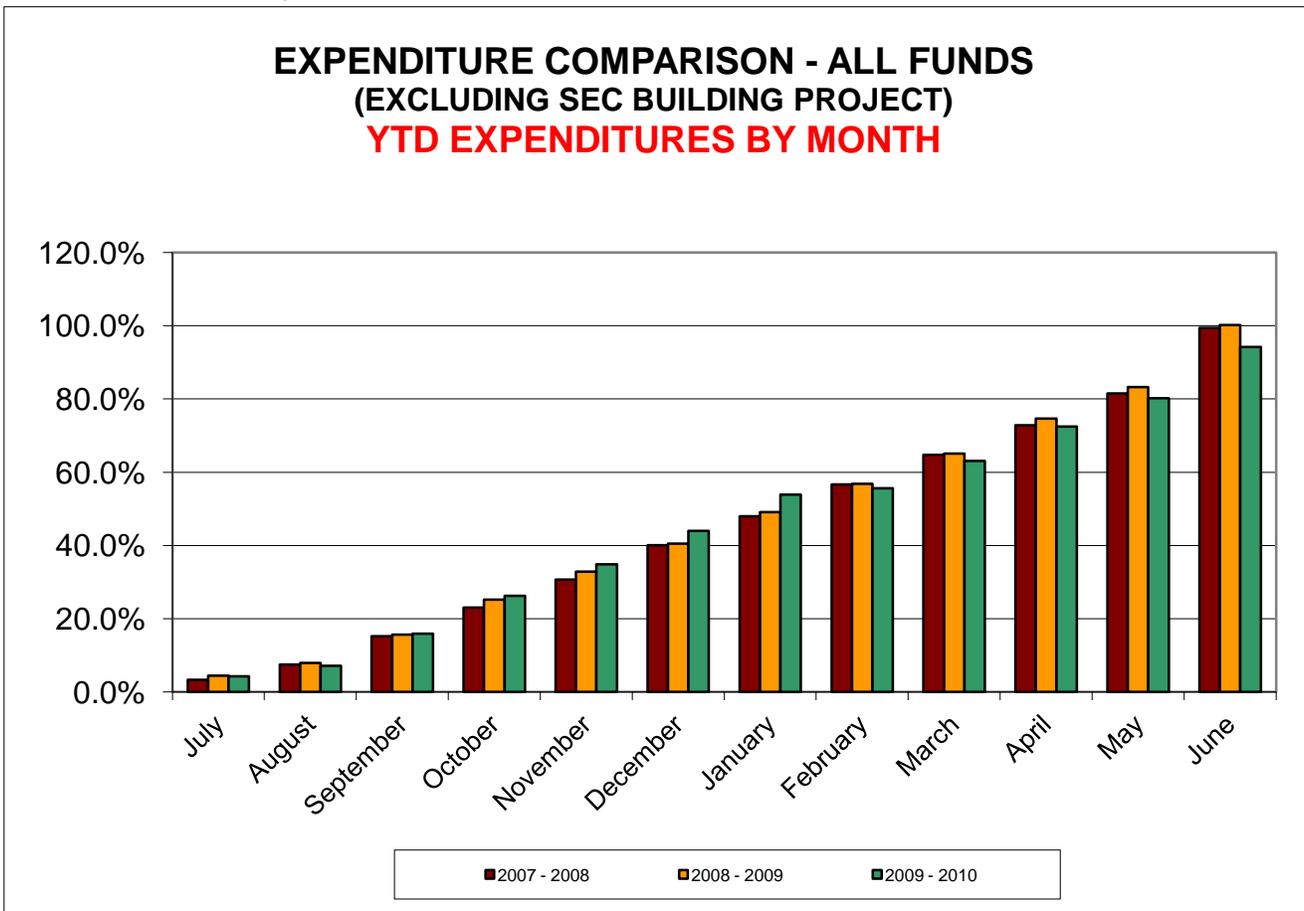
DISTRICT 287

EXPENDITURE COMPARISON - ALL FUNDS EXCLUDING SEC BUILDING PROJECT

Month	2007 - 2008		2008 - 2009		2009 - 2010	
	\$ Amount	% of Budget	\$ Amount	% of Budget	\$ Amount	% of Budget
July	2,008,388	3.3%	3,131,464	4.5%	3,110,761	4.3%
August	2,561,280	7.5%	2,428,763	7.9%	2,109,112	7.2%
September	4,716,139	15.3%	5,457,295	15.7%	6,398,418	16.0%
October	4,726,362	23.0%	6,728,518	25.3%	7,497,732	26.3%
November	4,673,596	30.7%	5,330,730	32.8%	6,246,933	34.8%
December	5,674,687	40.1%	5,361,530	40.5%	6,653,398	44.0% *
January	4,836,357	48.0%	6,044,579	49.1%	7,240,751	53.9% *
February	5,284,415	56.7%	5,459,050	56.8%	1,245,041	55.6% *
March	4,912,859	64.8%	5,770,557	65.1%	5,409,777	63.1%
April	4,917,092	72.9%	6,755,660	74.7%	6,861,541	72.5%
May	5,233,528	81.5%	6,017,108	83.2%	5,652,779	80.2%
June	10,913,129	99.4%	11,887,784	100.1%	10,188,529	94.2% **
TOTAL	60,457,830	99.4%	70,373,038	100.1%	68,614,774	94.2% *
BUDGET	60,816,267		70,271,671		72,817,617	

**Pre Audit

* All required adjusting entries have been completed to correct the benefit cost overstatement. These reflect the adjusted numbers.



INTERMEDIATE DISTRICT 287

Partner in Education

DATE: **July 12, 2010**

TO: Members of the School Board

FROM: Janet A. Johnson, Director of Finance

RE: **Cash Report - June** Claims, Payroll, Receipts, Investments and Cash Position

A. Recommendation: Request the Board approve payment of the items listed below:

- | | |
|---|--|
| 1. Claim payments for: June 2010 | Totaling <u><u>\$ 4,879,208.30</u></u> |
| a) Check #'s 478596 - 479009, 70006567 - 70006986
and Electronic Wire Transfers out - #'s 2154 - 2160, 80000038 - 80000047 | |
| 2. Payroll for: June 2010 | Totaling <u><u>\$ 4,572,857.84</u></u> |
| a) Check #'s 675101 - 675119
b) Direct Deposit #'s 172259 - 173693 | |
| 3. Receipts for: June 2010 | Totaling <u><u>\$ 7,659,831.97</u></u> |
| a) Receipt #'s 126777 - 126970
and Electronic Wire Transfers in | |
| 4. Investments at end of month | Totaling <u><u>\$ 3,408,627.61</u></u> |

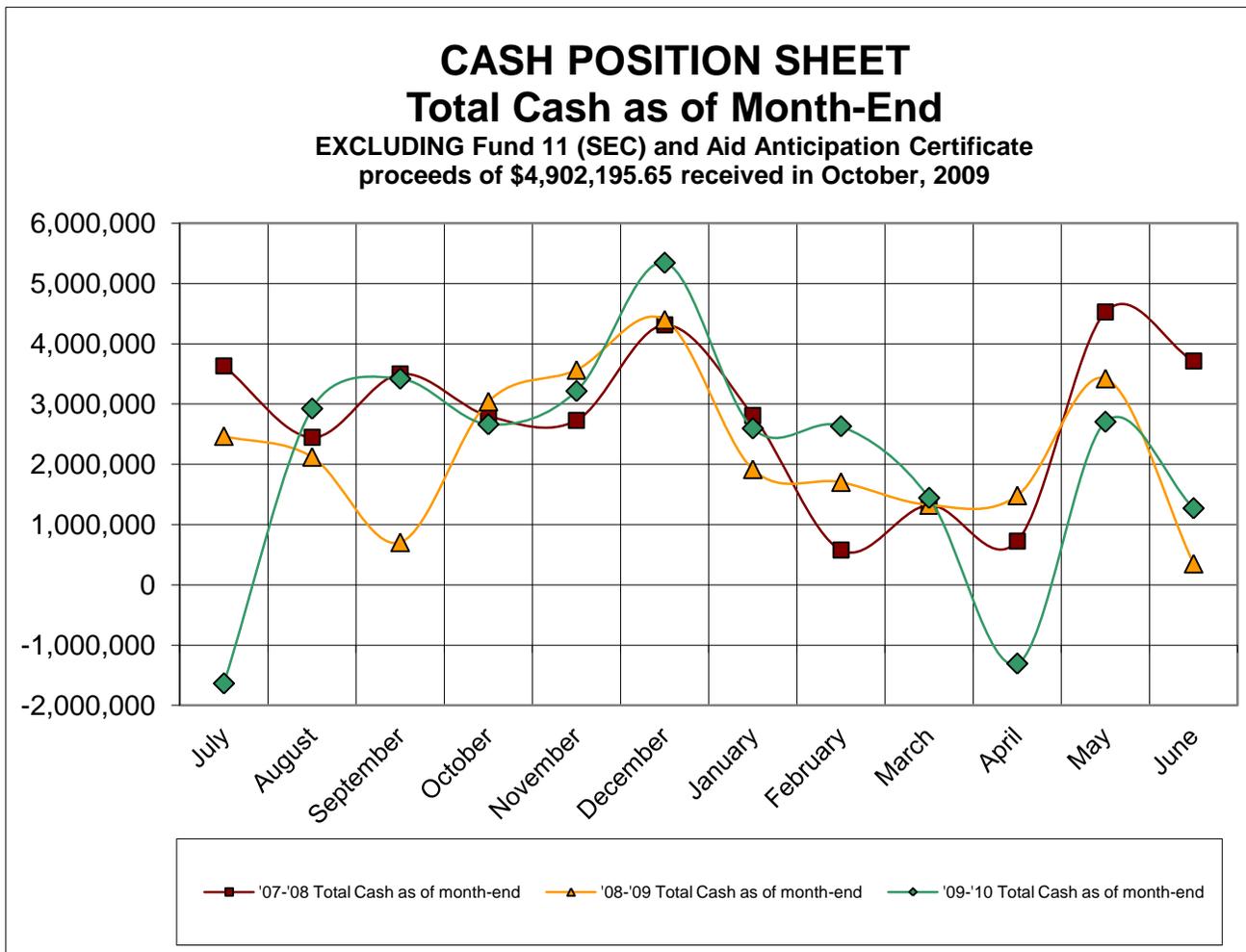
Expenditures, wire transfers, payroll, claims receipts and investments have been prepared under the direction of Dave Anderson and is presented for approval by the School Board. Dave and I would be glad to answer any questions.

Intermediate District 287

Cash Position Sheet- Monthly Total Net Cash- All Accounts
(EXCLUDING Fund 11 - SEC):

<u>Date</u>	<u>'07-'08 Total Cash as of month-end</u>	<u>'08-'09 Total Cash as of month-end</u>	<u>'09-'10 Total Cash as of month-end</u>
July	3,634,310	2,466,323	-1,635,886
August	2,446,506	2,120,954	2,924,129
September	3,498,121	703,434	3,420,767
October	2,800,950	3,040,273	2,663,437 *
November	2,729,418	3,565,934	3,215,281 *
December	4,311,267	4,399,671	5,343,251 *
January	2,810,576	1,915,347	2,595,593 *
February	575,941	1,701,975	2,630,541 *
March	1,323,615	1,323,076	1,441,697 *
April	727,725	1,481,056	-1,306,262 *
May	4,527,215	3,423,055	2,705,205 *
June	3,711,348	347,873	1,270,575 *

* excludes Aid Anticipation Certificate proceeds of \$4,902,195.65 in October, 2009



**INTERMEDIATE DISTRICT 287
JUNE 2010 ACTIVITY**

WIRE TRANSFERS IN:

DATE	AGENCY	TO	EF#	AMOUNT	DESCRIPTION
06/09/10	DEPT OF EDUCATION	MSDLAF	4683014	172.13	INV#66798 SUB PAY 5/3/10 PALMBERG
	DEED-FISCAL REHAB	MSDLAF	4683013	178.50	INV#66805 CNA EXAM AUTH#5310129739
06/16/10	SURPLUS OPERATIONS	MSDLAF	4694466	51,394.00	AUCTION 6/12 MCATEE DELETED VEHICLES
06/17/10	EDUCATION AID	MSDLAF	4697040	35,834.95	01S211 GEN ED AID 10 50/50 COMPENSATORY REV
	EDUCATION AID	MSDLAF	4697040	628,112.53	01S360 SPEC EDUC 09
	EDUCATION AID	MSDLAF	4697040	2,324,141.85	01S360 SPEC EDUC 10
	EDUC-FOOD & NUTR	MSDLAF	4697040	191.18	02S473 COMMOD REBATE 10
06/24/10	PERPICH CTR ARTS E	MSDLAF	4710334	2,131.18	INV#66831 MN STATE ANNUAL PLAN AGREEMENT
06/25/10	HENN TEC COLL-BP	MSDLAF	4712080	4,958.00	INV#66943 PLANT OPERATIONS COSTS #66880VOID

MTD TOTALS 3,047,114.32

WIRE TRANSFERS OUT:

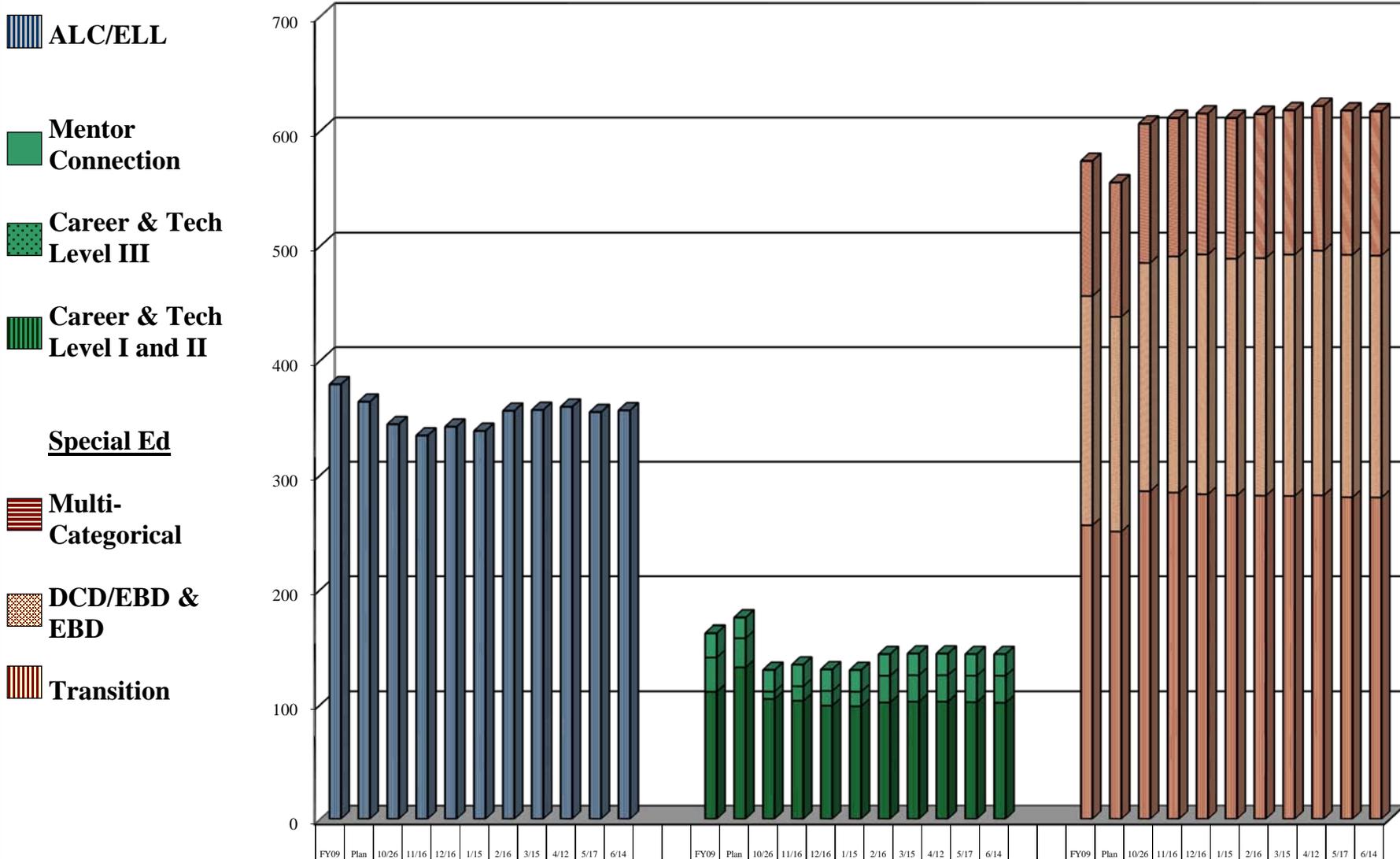
DATE	FROM	AGENCY	WIRE #	AMOUNT	DESCRIPTION
	MSDLAF	BANK CARD SERVICE	2154	58.87	MERCHANT FEES APR010
06/15/10	MSDLAF	MN DEPT OF REV	80000042	259,008.49	STATE WITHHOLDING TAXES
	MSDLAF	US BANK	80000039	465,541.77	FEDERAL TAXES
	MSDLAF	US BANK	80000041	1,071,320.82	FEDERAL TAXES
	MSDLAF	EBC	80000038	69,440.25	EMPLOYEE & EMPLOYER 403B
	MSDLAF	EBC	80000040	184,786.79	EMPLOYEE & EMPLOYER 403B
	MSDLAF	US BANK		4,173,886.39	DIRECT DEPOSIT PAYROLL
	MSDLAF	US BANK	2157	2,799.93	CHS PREPAID EXP FLEX FY11 DEBIT CARD DEPOSIT
06/30/10	MSDLAF	US BANK	2158	33,051.97	CORP. HEALTH SYSTEMS MAY2010
	MSDLAF	MN DEPT OF REV	80000047	20,163.32	STATE WITHHOLDING TAXES
	MSDLAF	US BANK	80000044	41,572.01	FEDERAL TAXES
	MSDLAF	US BANK	80000046	86,256.27	FEDERAL TAXES
	MSDLAF	ING	2156	11,663.82	MN STATE RETIREMENT
	MSDLAF	EBC	2155	1,992.84	RETIREE'S SEVERANCE 403B
	MSDLAF	EBC	80000043	5,445.23	EMPLOYEE & EMPLOYER 403B
	MSDLAF	EBC	80000045	21,284.68	EMPLOYEE & EMPLOYER 403B
	MSDLAF	WELLS FARGO	2160	321,230.42	WELLS FARGO BROKEAGE SVS LLC(LH LAND PURCH)
	MSDLAF	WELLS FARGO	2160	-321,230.42	WELLS FARGO VOID REISSUE 7/1/10
	MSDLAF	US BANK	2159	94.64	APR FEES MAR10 VOUCHER
	MSDLAF	US BANK	3048	17.49	ARP FEES MAR10 RECEIPT ACCT
	MSDLAF	US BANK	4060	86.92	ARP FEES MAR10 PAYROLL ACCT
	MSDLAF	US BANK		388,017.58	DIRECT DEPOSIT PAYROLL

MTD TOTALS 6,836,490.08

Intermediate District 287

2009-10 Monthly Program ADM Data by Division

(does not include services)



	ALC/ELL												CAREER & TECH												SPECIAL EDUCATION											
	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	4/12	5/17	6/14	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	4/12	5/17	6/14	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	4/12	5/17	6/14			
Multi-Categorical																							117.52	116.91	121.14	120.56	122.63	122.57	125.38	125.55	125.92	125.57	125.54			
DCD/EBD & EBD																							200.10	187.49	199.24	206.12	209.29	206.52	207.36	210.70	213.63	211.63	211.12			
Transition																							255.95	250.42	285.72	284.48	283.10	282.06	281.80	281.54	282.02	280.41	280.19			
Mentor Connection												21.15	17.51	18.81	18.81	18.81	18.81	18.81	18.81	18.81	18.81	18.81														
Level III												29.87	25.44	6.46	12.69	12.79	12.79	23.31	23.11	23.11	23.11	23.58														
Level I and II												111.05	132.37	104.76	103.15	98.93	98.38	101.69	102.41	102.38	101.95	101.47														
ALC/ELL	378.91	363.71	344.05	334.20	341.92	338.24	355.83	356.55	359.31	354.66	356.21																									

**DONATIONS
INTERMEDIATE DISTRICT 287
2009-2010**

June 2010

DON. DATE	DESCRIPTION	VIN#	EST VALUE	DONOR	SS# OR FED ID#	PROGRAM
6/12/10	PALLET OF PAPER		\$ 3,557.30	DUFFEY PAPER CO, JOHN DUFFEY		ATTAIN
6/9/10	CHECK		\$ 50.00	HESS STEVENS, KATHY		PHASE NORTH
6/14/10	CHECK		\$ 300.00	MCCARTHY, TERRI LEE		PHASE NORTH
6/15/10	TWO SOFTWARE PROGRAMS		\$ 1,130.00	THOMPSON, JERE		ASSISTIVE TECHNOLOGY
6/23/10	CHECK		\$ 49.20	WELLS FARGO COMMUNITY SUPPORT		GENERAL FUND
			\$ 5,086.50			

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

M E M O R A N D U M

Date: July 12, 2010

To: Janet Johnson

From: Larry McAtee

Re: YEAR END SUMMARY OF DONATIONS

During the period July 1, 2009 through June 30, 2010 Intermediate District 287 received donations of equipment, supplies, cash and other items valued at **\$50,474.87**. This is the total of monthly compilations already provided to the Board.

LM/jt

cc: Sandra Lewandowski

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

GROUP: Facilities Committee

DATE: June 17, 2010

TIME: 10:30 a.m. – 12:00 p.m.

LOCATION: DSC Board Room

PROTOCOLS:

Decisions will be made via consensus on the agenda items.

CONVENER: Tom Shultz

FACILITATOR: Peyton Robb

ATTENDING: Steve Antolak, Don Draayer, Janet Johnson, Michèle Kunz, Sandy Lewandowski, Peyton Robb, Tom Shultz, Mark Thiede (TSP), Rick Wessling (TSP)

ABSENT: Colleen Baumtrog, Linda Johnson

LONG TERM PURPOSE

The Facilities Committee for the North Education Center project will provide oversight and direction to administration and bring recommendations to the full Board for approval as needed.

AGENDA ITEMS	OUTCOMES	TIME BUDGETED	ACTION
1. Hosterman Move	<ul style="list-style-type: none"> Committee members will be updated on move from Hosterman to Sandburg 	5 minutes 10:30 – 10:35 Tom	<ul style="list-style-type: none"> Tom S reported excellent prep by Hosterman staff and students. At the time of the meeting, only 1 pod left to move Fence will go up next week and will follow perimeter as far out as we can go and will be up for two years.
2. TSP – Schematic Design	<ul style="list-style-type: none"> TSP will share the Schematic Design and the Committee members will be asked to recommend its approval to Board on 6-24-10 	40 minutes 10:35 – 11:15 Mark Thiede	<ul style="list-style-type: none"> Mark Thiede presented sketches of site plan, program spaces on 1st and 2nd floor, alternate 3rd floor plan, and exterior views with and w/o alternate space. 1st floor would house the following programs: SUN, daycare, and elementary, as well as gym, kitchen, cafeteria and administrative offices 2nd floor would house middle school programs: CIP, Strive, Options, Invest, Venture and North Vista, as well as lit lab and ATTAIN/computer area. Motion to recommend Board approval of the schematic design, authorization to go into the next phase of design, and keep the alternate plans for further consideration was made by Michelle Kunz and seconded by Don Draayer.
3. NEC 3rd Floor Alternate Space	<ul style="list-style-type: none"> Committee members will learn of the possible build out of NEC 3rd floor (15,000 sq. ft.) and program impacts 	20 minutes 11:15 – 11:35 Sandy Lewandowski	<ul style="list-style-type: none"> 3rd floor alternate space could potentially house: 9th & 10th grade Explore (currently at Bren Road) or Transition Programs (currently at NWTC); SAFE (some students have been planned to move to Bren Road); potential on-site day treatment; potential co-located County services. If alternate 3rd floor space is added, PCA and City West Academy could move into Bren Road (“West Education Center”) This alternate plan will be discussed further after taking it back to the respective member districts. Janet was requested to include site acquisition cost figures on future updates to the Lease Cost Comparison.
4. Fact Sheet #1	<ul style="list-style-type: none"> Committee members will review NEC Fact Sheet #1 	10 minutes 11:35 – 11:45 Tom	<ul style="list-style-type: none"> Meeting ran late – didn’t really review, but it was requested to bring back the bulldozer picture for future updates.

<p>5. District 281 Response Letter</p>	<ul style="list-style-type: none"> Committee members will review letter from District 281 in response to District 287's letter re. Hosterman P.A. 	<p>10 minutes 11:45 – 11:55</p> <p>Sandy Lewandowski</p>	<ul style="list-style-type: none"> Miscommunication remains on K-12 issue. Sandy L will draft letter to 281 that will be included in the Board packet next week.
<p>6. Hosterman Pool</p>	<ul style="list-style-type: none"> Sandy L will share letter from swim club member – information only 	<p>5 minutes 11:55 – 12:00</p>	<ul style="list-style-type: none"> Visitor from the New Hope/Crystal/Plymouth swim club attended this portion of the meeting to voice his concerns about the loss of the Hosterman pool, and to propose a partnership with them to include pool in new facility. He shared that a feasibility study in the NW metro is underway. Sandy L will respond to the letter received by swim team member.

HANDOUTS

1. Schematic Design
2. NEC Options Chart
3. Fact Sheet #1 and site plan
4. Hosterman Pool Letter
5. District 281 Response Letter

INFORMATIONAL ITEMS/DATES TO REMEMBER:

1. Next regular meeting to be held Tuesday, July 20, 2010 at 8:30 AM at the DSC Board Room

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

GROUP: Facilities Committee

DATE: July 20, 2010

TIME: 8:30 – 10:30 a.m

LOCATION: DSC Board Room

PROTOCOLS:

Decisions will be made via consensus on the agenda items.

CONVENER: Tom Shultz

FACILITATOR: Peyton Robb

ATTENDING: Steve Antolak, Colleen Baumtrog, Don Draayer, Janet Johnson, Linda Johnson, Laura Keller-Gautsch, Michèle Kunz, Sandy Lewandowski, Peyton Robb, Tom Shultz, Mark Thiede (TSP), Sally Johnson, Fran Legler, Lea Dahl,

LONG TERM PURPOSE

The Facilities Committee for the North Education Center project will provide oversight and direction to administration and bring recommendations to the full Board for approval as needed.

AGENDA ITEMS	OUTCOMES	TIME BUDGETED	ACTION
1. NEC Movement Pathways	<ul style="list-style-type: none"> Committee members will discuss a schematic of the walking/biking pathways at NEC. 	15 minutes Laura & Mark	<ul style="list-style-type: none"> Laura presented a schematic of the movement pathways for trikes and walks for students in the SUN program at NEC. We currently have 800 linear ft. available for students to walk and use trikes at Hosterman. We will have approximately 1,200 linear ft. at NEC. These indoor spaces will be called "Movement Pathways System" and will be color coded. Outdoor space (> 2,000 linear ft. of sidewalk) will also be available at NEC for this purpose. TSP insure that the outside path areas are "flat" and trike accessible. It was noted that there are twice as many SUN students on the northside vs. SEC location Laura & Board members are comfortable with the space allocated.
2. Closing & Financing Timelines	<ul style="list-style-type: none"> Tom & Janet will present the closing & financing timelines for NEC 	20 minutes Janet & Tom	<ul style="list-style-type: none"> There may be additional QSCB bonds available for 287 due to other districts being unable to use what was originally allocated to them. We may see an additional \$1 - 4 million. Important dates to remember <ul style="list-style-type: none"> 8/26/10 287 Board determines size & cost (financing amount) of NEC 9/23/10 287 Board approves resolution to authorize financing 10/28/10 287 Board approves resolution for sale of bonds 11/18/10 287 Board approves resolution for settlement of bonds Janet J.reiterated that QSCB bonds must be issued by 12/31/10. Mark T gave a run-down of the City Planning Commission schedule, with application for the CUP being presented the evening of October 25. Mark T will communicate City Planning Commission

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.

			meeting dates to Committee so Board members can attend to show importance of NEC project.
3. Moveable Walls System	<ul style="list-style-type: none"> Peyton & Tom will share the results of a visit to a dealer & the U of MN to learn about the DIRTT system 	20 minutes Peyton & Tom	<ul style="list-style-type: none"> Several Committee members and program supervisors saw DIRTT application at U of M and MCTC. DIRTT is the most well known of these floor to ceiling grid component wall systems. Other manufacturers could be investigated. Tom will connect with Sally Johnson's husband who works for United Health Care System who have this system in place. Factors to consider <ul style="list-style-type: none"> Accoustics Cost (TSP estimates additional \$1.2 million.) Durability (Could it handle the unique needs of our student population? – Check durability warranty) Available in many colors and finishes Adaptable to wireless card access system Increased flexibility can translate into increased sq. ft. due to efficiency of usage. Decision on whether or not to incorporate this system needs to be made fairly quickly.
4. Design Options for 3 rd Floor Alternate Space	<ul style="list-style-type: none"> The Committee will review the 3 options, understand the implications for decision making & identify what is needed to make a recommendation to the Board in August 	20 minutes Mark & Committee	<ul style="list-style-type: none"> The major question on this issue is leased space vs. owned space. It is desirable to have a Board decision in August as we will need cash to pay contractors in November. If we borrow more dollars than are needed, excess would need to be used for this project somewhere in the construction realm or used to pay down the debt. Option 3 w/Deducts vs. Option 2 w/Add-ons was discussed. Best value would be Option 2 w/Add-ons. A motion to recommend Board approval for dropping Option 1 and inform Board that Facilities Committee is leaning toward financing at Option 3 level after looking more closely at the effect on member districts was made by Steve Antolak and seconded by Peyton Robb. The Committee approved this unanimously.
5. 287 & 281 Correspondence re: Warranty Deed	<ul style="list-style-type: none"> Peyton will summarize the conversation with #281 Board members & the most recent correspondence will be shared. 	20 minutes Peyton	<ul style="list-style-type: none"> After a lengthy discussion, it was agreed to drop further discussion of covenants associated with the Warranty Deed of the Purchase Agreement and move forward with the possibility of meeting with Robbinsdale 281 at a later date to celebrate the positive aspects of NEC. It was noted that an addendum to the Purchase Agreement could be applied in the future, if necessary. Janet J will update member districts via communication with respective Business Directors in the fall. Sandy L will draft a reply letter to 281 Superintendent & Board. A motion to recommend Board approval of the reply letter to 281 Superintendent & Board was made by Steve Antolak and seconded by Don Draayer. Linda Johnson Abstain. Motion passed.

<p>6. Facilities Committee Logistics</p>	<ul style="list-style-type: none"> • Committee members will discuss logistics topics including timing of the meetings, minutes, reporting to the Board, etc. 	<p>15 minutes Colleen</p>	<ul style="list-style-type: none"> • The following meetings were changed as they occur the same week as the full Board meeting: <ul style="list-style-type: none"> ○ Sep 21, 2010 – changed to Sep 14 ○ Nov 16, 2010 – changed to Nov 9 ○ Jun 21, 2011 – changed to Jun 14 • A motion to approve new Board Facilities Committee calendar was made by Steve Antolak and seconded by Michèle Kunz, and approved unanimously. • Fran will send updated meeting notices
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HANDOUTS:

1. TSP Movement Pathways Document
2. Financing Timelines Document
3. 6-17-10 NEC Design Option Summary
4. 6-24-10 Lease Cost Comparison Graph
5. 6-24-10 Letter from Sandy Lewandowski to #281 Board
6. 7-19-10 Letter from #281 Board to Sandy & 287 Board
7. Facilities Committee Directory
8. Facilities Committee Calander

INFORMATIONAL ITEMS/DATES TO REMEMBER:

1. Hosterman Community Information Meeting 8-17-10 6:30 -7:30 P.M.
2. Next regular meeting to be held Tuesday, August 17, 2010 at 8:30 A.M .at the DSC Board Room

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

NEC Closing & Finance Timelines Revised July 20, 2010

Date	Action Taken	Status
5-27-10	287 Board approves Purchase Agreement	Completed
6-22-10	Title commitment for Hosterman property completed	Completed
6-24-10	287 Board approves Schematic Design – 3 Options	Completed
6-24-10	287 Board approves Review & Comment	Completed
6-30-10	ATLA survey completed on 281 & 287 parcels	Completed
7-15-10	Joint application for lot split to City of New Hope	Completed
7-24-10	281 completes abatement of Hosterman	Pending
TBD - August	New Hope City Council approves lot split	Pending
TBD - August	MDE approves Review & Comment	Pending
TBD - August	281 completes easement to the City for 56 th Ave	Pending
TBD - August	281 completes easement for fiber optics	Pending
TBD - August	Joint application for split of special assessments	Pending
8-17-10	Hosterman Community Information Meeting	Pending
TBD - August	Closing of Hosterman land purchase	Pending
TBD - August	287 Demolishes Hosterman	Pending
8-26-10	287 Board determines size & cost of NEC	Pending
9-23-10	287 Board approves resolution to authorize financing	Pending
October	287 Board approves resolution for sale of bonds	Pending
October	New Hope City Council approves CUP	Pending
11-18-10	287 Board approves resolution for settlement of bonds	Pending

**North Education Center
Option 1
approx. 122,000 sq. ft.**

- Hosterman Elementary
- SUN—full
- CIP/STRIVE/OPTIONS/INVEST MS—full
- INVEST/Venture—full
- North Vista and Day Care—full
- Limited options for student seclusion
- Career-Tech integrated into program space to extent possible
- Reading lab activities integrated into program space to extent possible

**North Education Center
Option 2
approx. 129,000 sq. ft.**

- Hosterman Elementary
- SUN—full
- CIP/STRIVE/OPTIONS/INVEST MS—full
- INVEST/Venture
- North Vista and Daycare
- Increased options for student seclusion
- Career-Tech dedicated space equitable with SEC
- Reading lab dedicated space equitable with SEC

**North Education Center
Option 3
approx. 152,000 sq. ft.**

- Hosterman Elementary
- SUN
- CIP/STRIVE/OPTIONS/INVEST MS
- INVEST/Venture
- North Vista and Daycare
- Maximum options for seclusion
- Career-Tech dedicated space equitable with SEC
- Reading lab dedicated space equitable with SEC
- 9th and 10th grade Explore and Options, currently at Bren Road OR Transition Programs currently at Northwest Tech Center
- SAFE, all students at NEC, otherwise some had been planned to move to Bren Road
- Potential on-site day treatment
- Potential co-located County services

**Shady Oak Crossing
(21,400 sq. ft.) or
Northwest Tech (24,000 sq. ft.)
avg. 22,700 sq. ft.**

- Continue to lease Shady Oak and Northwest Tech Center

**Shady Oak Crossing
(21,400 sq. ft.) or
Northwest Tech (24,000 sq. ft.)
avg. 22,700 sq. ft.**

- Continue to lease Shady Oak and Northwest Tech Center

**Shady Oak Crossing
(21,400 sq. ft.) or
Northwest Tech (24,000 sq. ft.)
avg. 22,700 sq. ft.**

- One leased site vacated and moved to NEC
- One site remains leased

167,400 Total Sq. Feet

- 122,000 owned (NEC)
- 45,400 leased (Shady Oak & NWTC)

174,400 Total Sq. Feet

- 129,000 owned (NEC)
- 45,400 leased (Shady)

174,700 Total Sq. Feet

- 152,000 owned (NEC)
- 22,700 leased (avg. site size)

Background for Discussion

Special Education

- Special Education enrollment continues to grow.
- Surveyed member district special education directors attributed program growth beyond their predictions to:
 - High mobility of students, with families moving into their communities,
 - Increase in homeless and group home students
 - Increase in open enrollment students
- The impact of Hennepin County cuts, for example, shortened stays in residential facilities, impacts special education enrollment growth.
- Many special education programs have been closed to non-members since January.
- Additionally some late year member district referrals were not able to be accommodated.

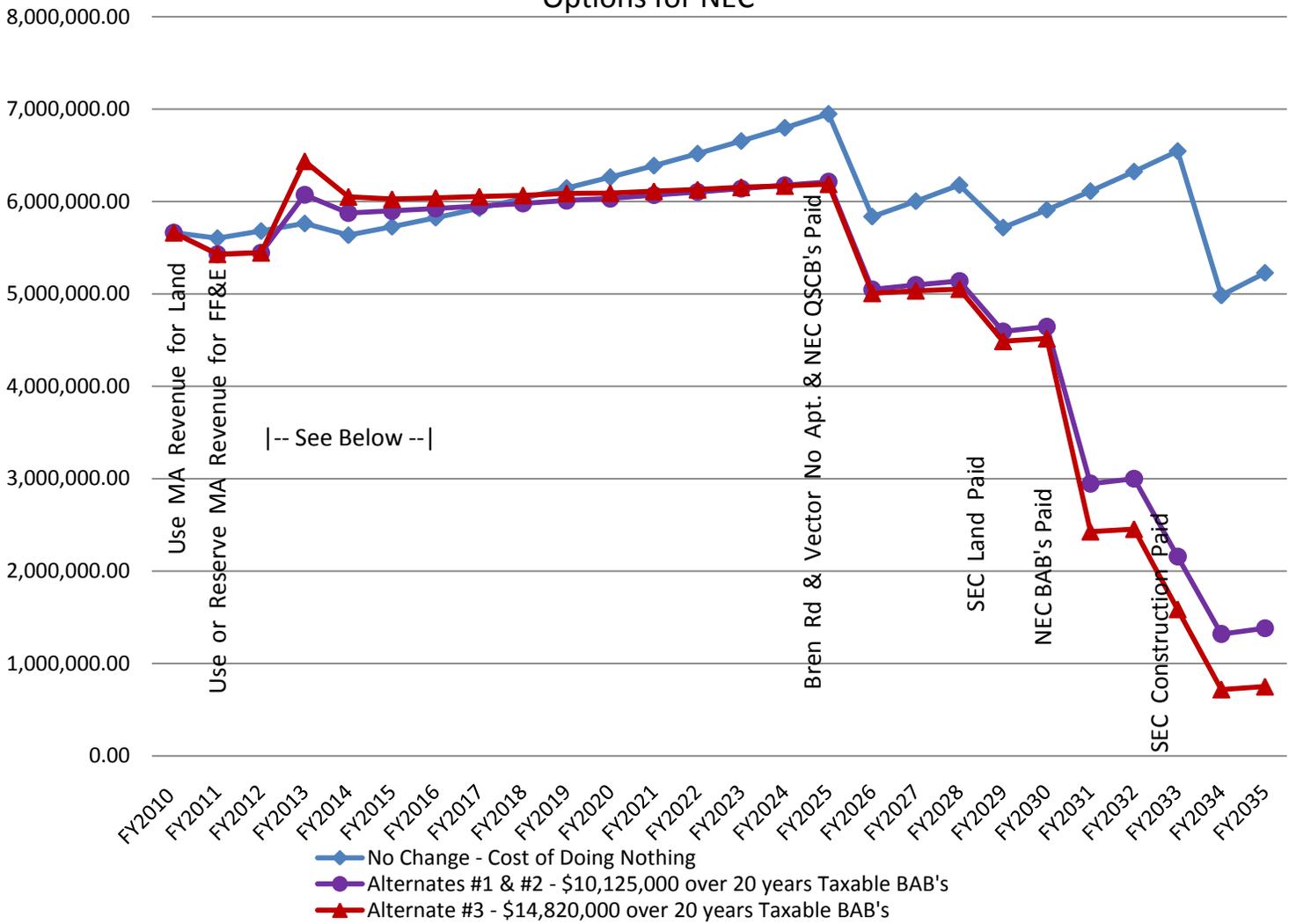
Area Learning Center

- An anticipated partnership for truancy programming between Hennepin County and our ALC programs will increase ALC enrollment.
- The Edina Sober School will be closing, causing anticipated enrollment growth in the City West Alternative Program.

Overall Costs

- Leased spaced contributes to the overall lease levy in a less predictable way than owned space.

Total Lease Cost Comparison Options for NEC



ASSUMPTIONS:

- * Finance amount based upon TSP's 6/18/2010 estimate for project costs with alternates.
- * Financing completed prior to 12/31/10 using \$15,625,000 QSCB award and additional required amount in Build America Bonds (BAB's).
- * Total NEC borrowing is paid off in 20 years (FY30).
- * Debt runs factor in FY12 payment as interest covered by Federal Stimulus dollars.
- * All Alternates include District Payment from other resources of \$2.5 million for Land and FF&E

* **Alternate #1 - 122,143 sq ft
& Alternate #2 - 129,630 sq ft**

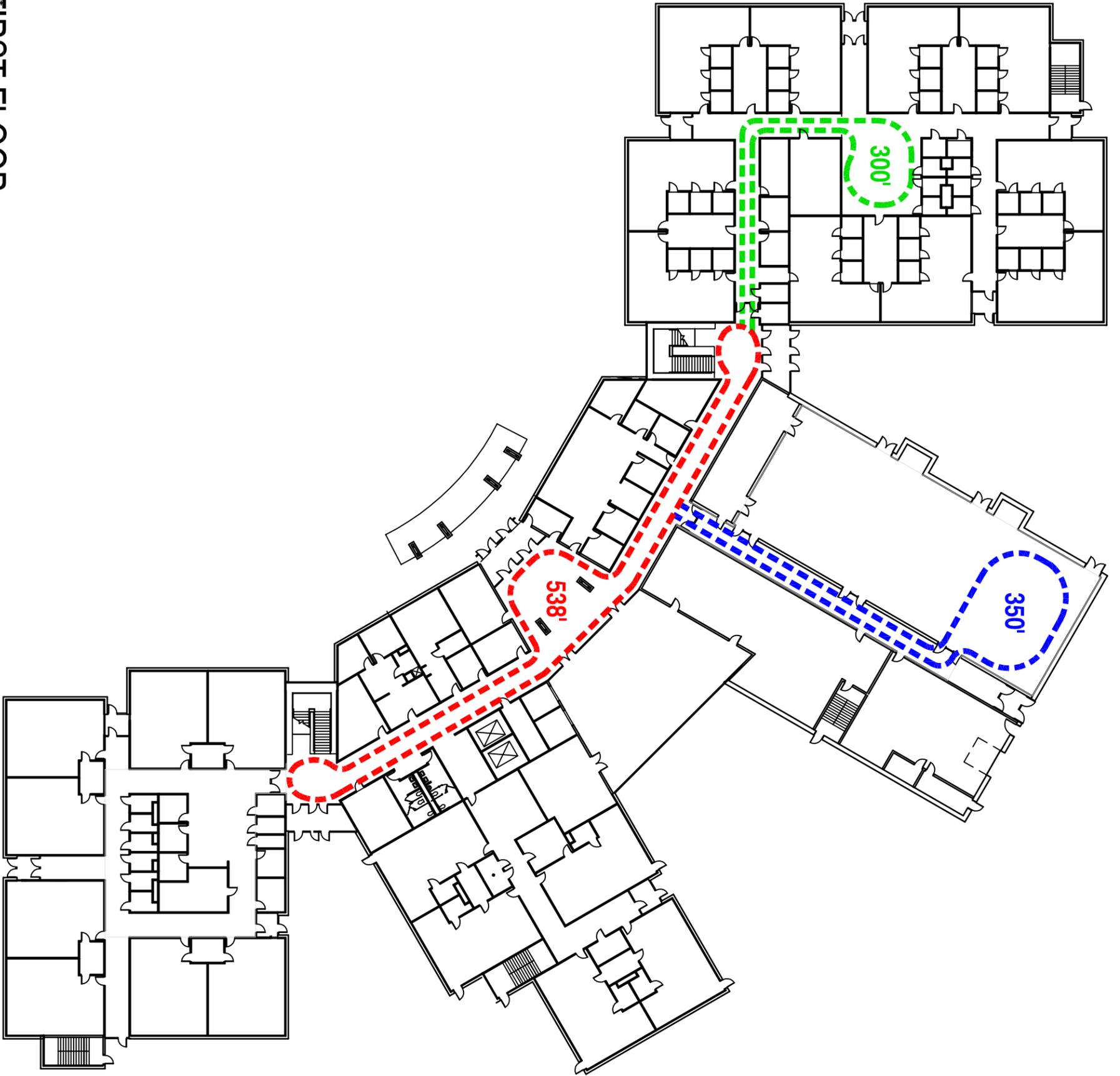
Total Construction Project \$27,140,089, Financing \$25,750,000
Subsidy to cover additional cost in early years:
\$0.85 million from SEC escrow FY13-FY17
\$0.0 million from MA Revenue
Continues Operating Lease payments for 3 leased sites (51,000 sq ft)

* **Alternate #3 - 152,000 sq ft**

Total Construction Project \$31,500,000, Financing \$30,445,000
Subsidy to cover additional cost in early years:
\$1.8 million from SEC escrow FY13-FY18
\$0.0 million from MA Revenue
In FY14 Operating Lease payments drop to 2 lease sites (28,000 sq ft)

* FY34 and beyond shows all current capital leases (Principal & Interest) paid off and continued operating leases on 3 or 2 sites.

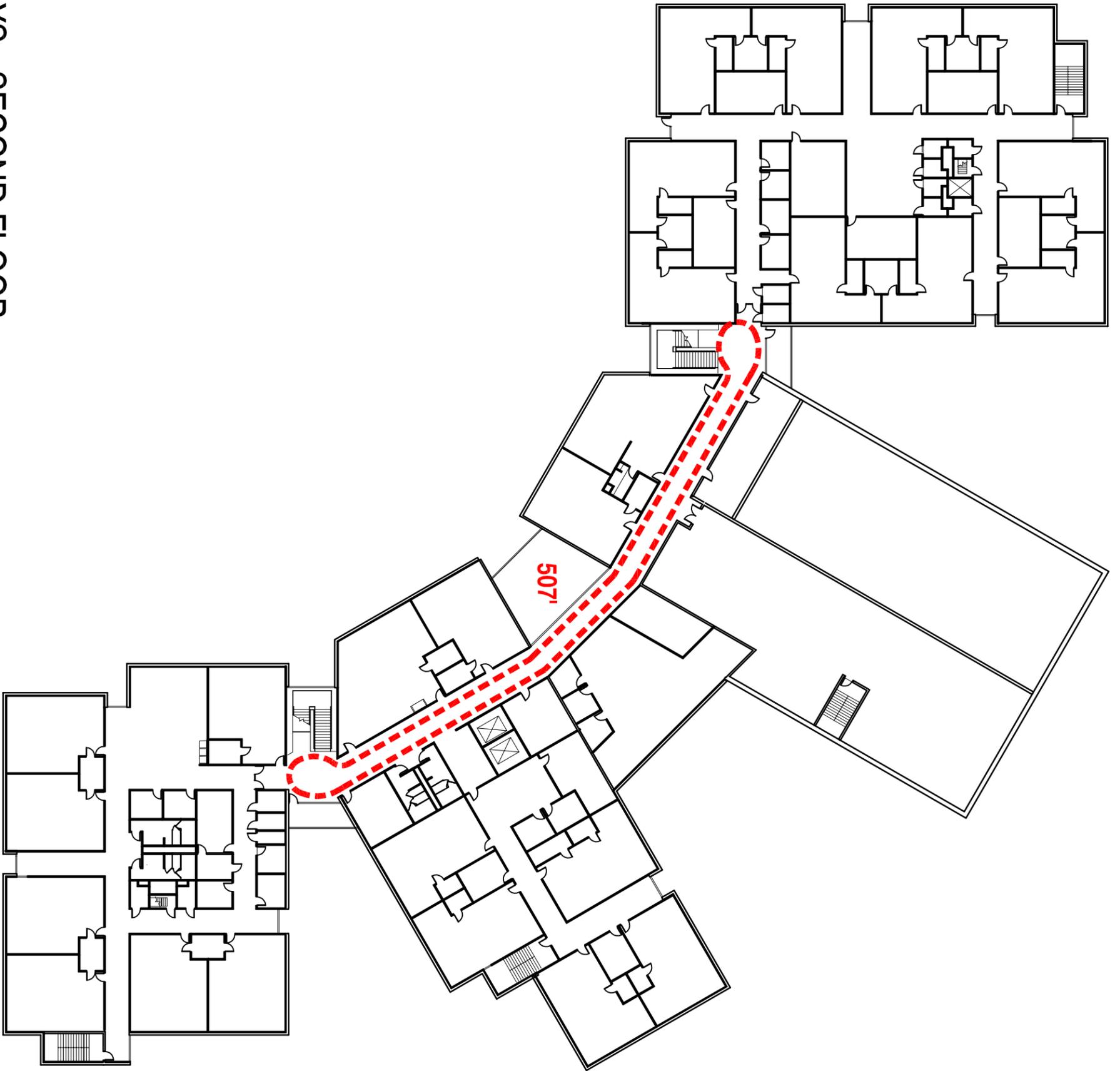
INTERMEDIATE SCHOOL DISTRICT 287
MOVEMENT PATHWAYS - FIRST FLOOR



INTERMEDIATE SCHOOL DISTRICT 287
MOVEMENT PATHWAYS - SITE



INTERMEDIATE SCHOOL DISTRICT 287
MOVEMENT PATHWAYS - SECOND FLOOR



**INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION**

Regular Meeting – July 22, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT

ITEM: 8.2.3 Approval to eliminate Option #1, 122,000 sq ft from consideration.

PRESENTED BY: Peyton Robb

1. Background Information

On July 20, 2010, the Board Facilities Committee discussed the three Design Options for NEC. After a thorough discussion, the Facilities Committee unanimously recommends that Option #1, 122,000 sq ft be eliminated.

2. Fiscal Impact/Funding Source: None – Option #1 & Option #2 costs are comparable.

3. RECOMMENDED ACTION: That the Board eliminate Option #1, 122,000 sq ft from consideration and continue to consider Design Option #2 – 129,00 sq ft and Design Option #3 - 152,000 sq ft at this time.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

**INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION**

Regular Meeting – July 22, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT

ITEM: 8.2.4 Response Letter to Robbinsdale Area School Board

PRESENTED BY: Peyton Robb

1. Background Information

On July 20, 2010 the Board Facilities Committee discussed the 7-19-10 letter from District #281. This letter was in response to District 287’s letter dated 6-24-10 regarding the restrictive nature of the Warranty Deed in the Purchase Agreement for the land at the Hosterman site. After a thorough discussion, **Committee members voted unanimously to recommend that a new and final letter be written to the #281 Board expressing 287’s intent to no longer pursue modification of the Warranty Deed.**

The Committee also recommends three things;

- That we look for natural opportunities to celebrate the land purchase & the new building with the Robbinsdale School Board,
- That the communication about the land purchase and the building project be directed back to the respective superintendents,
- That the communication about the limitations of the Purchase Agreement be communicated to member districts via the business directors at an upcoming meeting in the fall.

2. Fiscal Impact/Funding Source: None

3. RECOMMENDED ACTION: That the Board approve the 7-20-10 letter to District #281.

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.



ROBBINSDALE AREA SCHOOLS

4148 Winnetka Avenue North • New Hope MN 55427 • 763-504-8000

RECEIVED

JUL 19 REC'D

INTERMEDIATE DISTRICT 287
SUPERINTENDENTS OFFICE

July 19, 2010

Superintendent Sandra Lewandowski and Members of the School Board of Intermediate District 287
Intermediate District 287
1820 Xenium Lane North
Plymouth, Minnesota 55441

Dear Superintendent Lewandowski and Members of the School Board,

Our School Board met on July 12 to discuss and consider the two proposed language changes to the Warranty Deed which we received from Intermediate District 287 dated June 24, 2010. We discussed at length the wording of the proposed changes to the language and how the changes could affect future interpretations of the deed restriction. We also heard from our Board members about their discussion with Peyton Robb of your Board.

As noted in our letter of June 15, our objective throughout this process has been to achieve language that was clear, and to the degree possible, subject to uniform interpretation by both parties. We also wanted to provide Intermediate District 287 with the ability to use the facility for its unique programs, though without engendering direct competition for students in our core educational functions. Because of these sometimes conflicting goals, we believe it is unrealistic for either side to actually achieve a written restriction that will automatically govern virtually all scenarios perfectly. Consistent with this belief, we concur that the examples cited in your letter may not automatically comply with the deed restriction, but based on our current understanding of each program, neither would be objectionable. In short, as currently written, the deed restriction incorporates flexibility to address just such concerns provided that our interest in avoiding competition can be met.

In part for the reasons discussed above, our Board did not agree on approving the changes suggested by your Board. However, we agreed to host a meeting between representatives of your Board and representatives of the Robbinsdale Board. This meeting would be an effort to provide mutual understanding of each party's concern and hopefully provide reassurance to your Board that the overriding concern of the Robbinsdale Board is to prevent competition for students in the programs we provide or may develop in our core educational function. If your Board is receptive to this approach, please contact Superintendent Sicoli to facilitate this meeting.

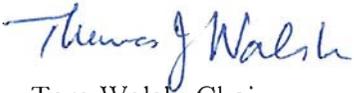
Letter to Superintendent Lewandowski and Members of the Board

July 19, 2010

Page 2

We remain committed to fulfilling the purchase agreement terms and to working together in the best interest of all the students served by Intermediate District 287 and the Robbinsdale Area Schools.

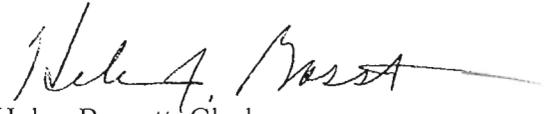
Sincerely,



Tom Walsh, Chair
Robbinsdale Area School Board



Barb Van Heel, Vice Chair
Robbinsdale Area School Board



Helen Bassett, Clerk
Robbinsdale Area School Board

July 22, 2010

Intermediate District 287 School Board
District Service Center
1820 Xenium Lane North
Plymouth, MN 55441-3708

Superintendent Aldo Sicoli
Members of the School Board of District #281
Robbinsdale Area Schools
4148 Winnetka Avenue North
New Hope, Minnesota 55427

Telephone: 763.550.7101
www.district287.org

Dear Superintendent Sicoli and Members of the School Board,

At the regular Board meeting of Intermediate District 287 held on July 22, 2010, we reviewed your letter dated July 19, 2010. In this letter, you indicated that once again you discussed our concerns regarding the restrictive nature of the warranty deed, considered the wording changes we proposed and did not agree on approving the wording changes we suggested.

We appreciate the time that you have spent discussing this topic in your Board meetings and for the opportunity for District 281 Board members to meet with 287 Board member, Peyton Robb. It appears that our mutual goal to achieve language that is clear and subject to uniform interpretation to both parties is not achievable at this time. **Thank you for your offer to meet. We believe it is best to move on at this time and to focus activities to constructing an outstanding modern facility to serve 287 students from Robbinsdale and other districts at the former Hosterman site.**

We also appreciate your letter affirming that neither of the programs outlined in our 6-24-10 letter would be objectionable and that you are interpreting the warranty deed to have some flexibility for 287 to house programs that are needed for our mission, provided that your interest in avoiding competition is met.

In the coming months we will have several opportunities to work together at events such as such as the community information meeting, ground breaking ceremony and eventually a ribbon cutting ceremony upon completion of the building. We have asked our Superintendent to work closely with Superintendent Sicoli to have clear communication as this project move forward.

We believe that the partnership between District 287 and Robbinsdale Area Schools **will yield many future benefits to our member districts. Even if we cannot agree on all of the points of the purchase agreement, we will move forward working together as it exists to provide the services our students and families need.**

Sincerely,

Peyton Robb
Edina Representative
District 287 Facilities Committee Chair

Don Draayer
Minnetonka Representative
District 287 Facilities Committee

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

BOARD FACILITIES COMMITTEE CALENDAR 2010-2011

July 2010					
20	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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August 2010					
17	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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September 2010					
14	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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October 2010					
19	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
<hr style="border-top: 1px dashed black;"/>					
November 2010					
09	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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December 2010					
09	Thursday	General Board Meeting	6:30PM	Board Rm	
21	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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January 2011					
18	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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February 2011					
15	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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March 2011					
15	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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April 2011					
19	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
<hr style="border-top: 1px dashed black;"/>					
May 2011					
17	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	
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June 2011					
14	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm	

- ◆ Board Facilities Committee Meeting - Third Tuesday of the Month
- ◆ Board Facilities Committee Meeting - Second Tuesday of the Month

July 5, 2010

Sandy:

Thank you for the call to organize a meeting.

In order to appropriately respond to your request for a meeting, I need clarification and follow up on a few things.

On June 10, 2010, your email proposes a meeting to produce the following outcomes.

- 1- Determine the willingness of both districts to use a mediator; and, identify potential mediators.
- 2- Identify mutually agreeable valuations that would inform the mediation process.
- 3- Determine timeline to proceed to resolution.

I respond via emails as follows:

- 1- Determine the willingness of both districts to use a mediator; and, identify potential mediators.

On June 21, I suggest we consider using the Bureau of Mediation Services (BMS). BMS Commissioner, Seven Hoffmeyer is willing to consider helping us with mediation services. We are open to using BMS as a mediator.

* I would appreciate your position on a mediator and, if it is positive, any suggestions for a mediator.

- 2- Identify mutually agreeable valuations that would inform the mediation process.

On June 18, I share my opinion that:

- Identifying mutually agreeable valuations appears to be the work of the Mediator and Mediation process.
- Therefore both organizations should independently, working with their respective financial consultants, to develop and propose valuations methodologies for the Mediator.
- The Mediator will then work to mediate an agreed valuation methodology.
- If the Mediation process is successful, the valuation resulting from this methodology is subject to the respective Boards' approvals.

In your June 18 letter, you write:

In a response to your suggestion to use our individual financial consultants to develop and propose valuation methodologies to the mediator, I am open to that possibility.

- * Your response appears to indicate you are open to least part of my opinion. What about the rest of my opinion?

3-Determine timeline to proceed to resolution.

In your June 18 letter, you write:

Given that schedule, I suspect the meeting date will be set for sometime in mid-July.

- * Appears, by today's call for an August meeting that a July meeting can't work. Please recall that my preference was to meet before Pat retires (July 30,2010). Another consideration for timing is our respective audits. Uncertain how an unsettled issue, such as this one, might affect our respective audit reports.

In your June 18 letter, you write:

In summary, I want to recognize, on the part of both districts that the use of a mediator, attorneys, and financial consultants represent a sizeable and growing commitment of financial resources to finalize Bloomington's intent to withdraw.

- * My purpose for seeking clarification and follow up is to be respectful for both our organizations' time and resources.

Sincerely,

Les

Les,

I am responding to your e-mail sent Tuesday afternoon. I mentioned in my last communication that I had two meetings that would be important to our upcoming conversation. One was with our member district business directors and superintendents (Thursday, June 17th); and, one with our 287 School Board (Thursday, June 24th). Both meetings included discussions intended to gather input and direction in regard to Bloomington's intent to withdraw. Some of the input I gathered may clarify the questions you asked in your e-mail. Please note the bold sections. I am providing additional information with the possibility it will be helpful:

1-In both meetings mentioned above, a recurring theme was that our remaining twelve districts would like Bloomington to remain a member of Intermediate District 287. **The sentiment expressed was a genuine desire to understand Bloomington's financial reasons for withdrawal and provide solutions to your district, rather than see Bloomington continue through the withdrawal process.** Should that be something you would like to discuss, please let me know.

2- Understanding that you may wish to continue through the withdrawal process, **District 287 is open to the use of a mediator. However, we would like to first discuss the possibility of resolving major withdrawal issues without the use of additional consultants and resulting costs.** I think the two of us could shorten the process if you and I could reach key parameter agreements. Should you and I not be able to do that, **287 is open to a mediated process. Using the Bureau of Mediation as a resource is certainly a good option. I also have another independent resource to secure a mediator should we need an alternative.**

3-You asked if I was in agreement with your proposal to work with our financial consultants to independently develop valuation methodologies, propose our respective methodologies to the mediator and utilize the mediator to agree on a methodology which would be subject to approval by both school boards. **I do agree that the sequence you proposed in your June 18th communication is a logical one.**

I believe that there will be three key cost centers that will need to be considered in any resolution of assets and liabilities. These include capital assets and debt; separation and severance obligations; and operating budget. While consultants could spend considerable time on these three areas, I would continue to advocate that you and I try to agree on as many parameters as possible around these areas before turning to consultants and a mediator. I believe you and I know our districts better than outside consultants. Ultimately, you and I will need to make a recommendation to our school boards. I think the process could be shortened and the outcomes improved if you and I reach agreement on key parameters. **If you would like to meet one on one to determine such parameters, please let me know.**

4-I have asked my assistant to contact Deb Lund with two July dates in addition to the August dates proposed last week. Arranging schedules around summer

vacation dates has proved challenging. We have made a second attempt to meet the request to schedule our discussion prior to the end of July. I hope this is helpful. **Since I drafted a June 10th proposal for desired outcomes at our first meeting, those outcomes may be in need of updating. Would you like to re-draft the proposed meeting outcomes? Or, would you prefer that I re-draft proposed outcomes for you to review and modify?**

5-Finally, our above mentioned discussions included an ongoing analysis of 287's cost and its comparison to other providers. In your earlier communication, you indicated you would send me your 917/287 cost comparison information under a separate cover. We have refined our internal analysis and provided that analysis to the school board, business directors and superintendents. Your comparison information will allow us to further look at our costs versus other providers. **I look forward to the financial comparison information and appreciate your willingness to share it with us.**

Please let me know if the above information provides the needed clarification that you requested. I continue to want the process to work for both 287 and 281. Please do not hesitate to contact me with additional questions and needed clarifications.

Sandy

July 8,2010

Sandy:

Thank you for your written response.

Our District's goal, during this transition period, is to reach a mutual agreement on the distribution of assets and assignment of liabilities, as provided for in State Statute. To achieve this goal will probably require a negotiation process.

My belief is that, when facing a negotiation process that is not common and deals with a separation, it is advisable and advantageous to use a professional facilitator.

Another belief is that, when negotiating sophisticated financial management matters, discussions will remain at the needed high level if the participants are all professional financial experts.

Therefore, I propose the following process:

- We start by agreeing on a mediator. One of the roles of a mediator is to serve as a facilitator. BMS Commissioner Steven Hoffmeyer says that he would be pleased to help and would just need a letter from the participants inviting BMS to assist. Commissioner Hoffmeyer confirmed that there would be no charge for BMS' services.

Attached is draft invitation letter.

- Meetings would take place at the Bureau of Mediation Services
- Our District would only be sending our Business Manager. Our Financial Audit partner would be brought in only as a resource when needed.
- Both organizations would come to the mediation sessions with independently developed valuations methodologies.
- The Mediator will then work to mediate an agreed valuation methodology.
- If the Mediation process is successful, the valuation resulting from this methodology is subject to the respective Superintendent's and Board's approvals.

Thank you for considering the above proposal.

Les



Intermediate District 287
DISTRICT POLICY

POLICY SERIES: Board Officers & Operations
SUBJECT: Policymaking Process
BOARD APPROVED: January 2007
REVISION DATE:

**BOO200 Policy Development, Adoption, Implementation
and Review**

I. PURPOSE

The purpose of this policy is to establish guidelines for Board policymaking.

II. GENERAL STATEMENT OF POLICY

The Board believes that the creation of policies is the Board's most important function. Through the development and adoption of written policies, the Board exercises its leadership in the District. Board policies shall be clear, concise, accessible, and follow a consistent format. Policy implementation is delegated to the Superintendent.

Policies will be reviewed on an ongoing basis to ensure their compliance with new laws, Board priorities, District needs and circumstances. When possible, policy review will be staggered throughout the year.

III. POLICY ADOPTION PROCESS

All Board policies shall comply with applicable state and federal laws, rules and regulations.

Development

In developing and revising policies, the Board will seek the advice and assistance of staff, organizations, and other relevant parties through the Superintendent.

Role of Board Committees and Members

Proposed policies and revisions to existing policies shall be assigned to a Board committee for consideration.

The Board committee shall notify all Board members of its scheduled meetings to discuss policies. Any Board member is welcome to attend these meetings and/or

provide comments on any Board policy at any stage in the committee's deliberations.

Policy proposals approved by a Board committee may be placed on the full Board's consent agenda.

Notice

The Board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two Board meetings, except as provided in Parts IV and V.

Adoption

Policies and policy revisions introduced at a Board meeting shall not be adopted until a subsequent meeting of the Board. At the first meeting the policy proposal shall be presented for a first reading and discussion, and at the second meeting, the proposal shall be presented for a second reading, discussion, and vote. Board members may propose amendments to policy proposals at either of the two readings.

Effective Date

A policy is effective upon adoption by a majority of the Board present at a regular meeting, unless another effective date is specified.

IV. SUSPENSION OF POLICIES

Any section or sections of Board policies not required by law or contract may be temporarily suspended by a majority vote of a quorum of the Board at a regular or special meeting. The suspended sections may be reinstated by the same process.

V. EMERGENCY ADOPTION OF POLICIES

Emergency Conditions

Under unusual and rare circumstances, the Board may temporarily approve a policy to meet emergency conditions. A majority vote of a quorum of the Board is required to adopt an emergency policy. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes.

Expiration of Emergency Policies

The emergency policy shall expire within one year following the emergency action or when there has been Board action to adopt, revise or repeal the emergency policy under the regular policy adoption process, whichever occurs first.

VI. IMPEMENTATION OF BOARD POLICY

Superintendent Role

The Superintendent is responsible for the administration of the District under applicable laws and Board policies. Board policies shall be the basis for the Superintendent's formulation of procedures.

Development of Administrative Procedures

It is the Superintendent's responsibility to develop administrative procedures to provide greater specificity and consistency in the process of policy implementation. The Board reserves the right to review all administrative procedures however it will revise them only when, in the Board's judgment, they are inconsistent with policies adopted or guidelines set by the Board.

Administrative Action in Absence of Policy

In the event that a situation demanding a decision is not covered by an existing policy or administrative procedure, the Superintendent or his or her designee is empowered to act as needed and report such action or decision to the Board.

VII. POLICY REVIEW

Superintendent Role

The Superintendent, on a continuing basis, shall bring to the Board's attention all policies that are out-of-date or otherwise in need of revision.

Board Member Role

Any Board member may request that a policy be reviewed at any time, for any reason. The Board shall decide, by a majority vote of the Board present at a regular meeting, whether to initiate the requested review.

Review Schedule

The review process shall be structured so that each policy is reviewed annually for compliance with current law, and for suitability and effectiveness at least once every four years.

Consent Agenda

Board policies scheduled for routine review that are not in need of any substantive change shall be placed on the Board's consent agenda.

*Director of Human Resources
Intermediate District 287
July 14, 2010*

Health and Medical Policy Series

The following are current 287 Board policies that contain some aspect of the Board's vision for health and medical issues affecting District employees and students:

- HM 180** **Wellness**
- 4115.6** **HTVL Type III Aids**
- 4115.8** **Smoking/ Tobacco Use**

In preparation for creating the draft policies, I reviewed the following sources for information and requirements regarding health and medical issues: Minnesota Statutes, Intermediate District 287 policies and procedures, and the policies of 287's member districts. I also reviewed the MSBA's model policies.

The District recently passed a policy on Wellness. I reviewed it and it seems to be in compliance with what the MSBA and member districts currently have regarding wellness. Thus, I did not edit it.

The District currently has a policy regarding employees with HTLV Type III (AIDS). It is problematic that this policy identifies only one communicable disease, when other diseases may be just as, if not more, prevalent in the school community. One option would be to implement a new policy incorporating students and employees with communicable diseases and infectious conditions, as the MSBA and many member districts have done. This would require consideration of a much broader policy than the Board has approved in the past. Moreover, creating procedures, not policies, to address specific communicable and infectious diseases would likely be much more useful.

I believe that the best option is to eliminate the existing policy, create general health and medical policy goals that include a statement about balancing the inclusion of students and employees with communicable diseases with the safety of the other members of the school community, and adopt additional procedures regarding the safeguards the District will take with regard to students and employees who pose a risk to public health.

I have drafted a health and medical goals policy to convey the Board's intended objectives in summary form. In addition to a reference to communicable diseases, the general health and medical policy goals also foreshadow procedures regarding DNR/DNI orders, mandated maltreatment reporting, and the administration of student medication. I include these procedures because they seem to be within the health and medical "plan" of the District.

The District currently does not have a policy on Chemical Use or Abuse. The District has administrative procedures on Chemical Use that addresses use among employees, not students. I think a broader policy including students would be a good policy to adopt in light of the need for compliance with the Drug-Free Workplace and Drug-Free Schools Acts. A majority of our member districts have adopted either a Chemical-Free or Alcohol/Drug-Free policy. I have drafted a policy consistent with District 287's member districts, based on the MSBA model policy.

The District currently has a policy on Smoking/Tobacco Use. The current policy is generally consistent with what the District's member districts have, except it only addresses use among employees, not students. I would recommend adding a prohibition on student use as well as possession of tobacco products. I have drafted a policy to include this language.

DRAFT POLICY/ FIRST READ

POLICY SERIES: Health and Medical

SUBJECT: Health and Medical Goals

BOARD APPROVED:

REVISION DATE:

HEALTH AND MEDICAL GOALS

I. PURPOSE

The purpose of this policy is to articulate the Board's commitment to support and maintain a healthy environment for students and staff.

II. GENERAL STATEMENT OF POLICY

The Board recognizes the importance of promoting and fostering the maintenance of good health and healthy habits. It is committed to establishing a learning and working environment that promotes healthy lifestyles and minimizes public health risks.

III. HEALTH AND MEDICAL GOALS

The Board seeks to accomplish the following goals:

- A. Establish a learning and work environment that promotes student and staff health, well-being, and ability to learn;
- B. Maintain a learning and work environment that is free from the use and influence of substance abuse;
- C. Maintain a learning and work environment that is free from the use of tobacco;
- D. Establish procedures to ensure the proper administration of medication to students;
- E. Increase familiarity with the requirements and proper procedures for the mandated reporting of alleged maltreatment of children and vulnerable adults; and
- F. Minimize any known public health risks to members of the school community while ensuring the inclusion of, and data privacy safeguards for, students and staff with communicable and/or infectious diseases.

DRAFT POLICY/ FIRST READ

POLICY SERIES: Health and Medical
SUBJECT: Drug-Free Workplace/ Drug-Free Schools
BOARD APPROVED:
REVISION DATE:

DRUG-FREE WORKPLACE/ DRUG-FREE SCHOOLS POLICY

I. PURPOSE

The Board recognizes that the illegal use and abuse of drugs can be very harmful to the physical and mental well-being of students and employees. The Board believes that the District can play an important role in educating and training students and staff about the dangers of chemical use and abuse, and the best practices for intervention and prevention of such use.

II. GENERAL STATEMENT OF POLICY

- A. The use, possession, sale, distribution, manufacture, and/or distribution of controlled substances, toxic substances, and alcohol on District property are strictly prohibited except as otherwise provided in this policy. District property includes any building or vehicle owned, rented, or leased by the District. This prohibition extends to all off-campus events sponsored by the District.
- B. District staff or administrators who are in possession of controlled or toxic substances or alcohol as a result of having confiscated those items in the course of their duties as educational professionals and supervisors are not in violation of this policy.
- C. The District will discipline or take other appropriate action against any person who is found to have violated this policy.

III. DEFINITIONS

- A. “Chemical use” means the use of any psychoactive or mood-altering chemical substances, without compelling medical reason, in a manner that induces mental, emotional or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the person’s normal functioning in academic, school, work, or other activities is chronically impaired.
- B. “Controlled substances” includes narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.

- C. “Alcohol” includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- D. “Toxic substances” includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- E. “Use” includes selling, buying, manufacturing, distributing, dispensing, possessing, using or being under the influence of alcohol and/or controlled or toxic substances, whether or not for the purpose of receiving remuneration or consideration.
- F. “Possess” means to have on one’s person, among one’s personal effects, or in an area subject to one’s control.

DRAFT POLICY/ FIRST READ

POLICY SERIES: Health and Medical

SUBJECT: Tobacco-Free Schools

BOARD APPROVED:

REVISION DATE:

TOBACCO-FREE SCHOOLS

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco-free.

II. GENERAL STATEMENT OF POLICY

- A. No person may smoke or use tobacco or tobacco-related devices in a public school, including any building or vehicle owned, rented, or leased by the District. This prohibition includes all District property and all off-campus events sponsored by the District.
- B. No student under the age of 18 may possess any type of tobacco or tobacco-related device on District property, including any facilities or vehicles owned, rented, leased, contracted for, or controlled by the District. This prohibition includes all District property and all off-campus events sponsored by the District.
- C. The District will discipline or take appropriate action against any person who is found to have violated this policy.

III. DEFINITIONS

- A. "Tobacco" means cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps; clippings, cuttings and sweepings of tobacco; and all other kinds and forms of tobacco prepared in such a manner as to be suitable for chewing or smoking in a pipe or other tobacco-related device.
- B. "Tobacco-related device" means cigarette papers or pipes for smoking.
- C. "Smoking" includes carrying a lighted cigar, cigarette, pipe, or any other lit tobacco or tobacco-related device.

INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION

Regular Meeting – July 22, 2010

AGENDA SECTION: BOARD BUSINESS

ITEM: 9.2 Annual Organizational Memberships

PRESENTED BY: Chair Johnson

1. Background Information

Renewal of institutional memberships and dues in Association of Educational Services Agencies Minnesota Membership (AESA), Association of Metropolitan School Districts (AMSD), Educational Cooperative Services Unit (ECSU), Minnesota School Board Organization (MSBA), National School Boards Association (NSBA), Technology & Informational Educational Services (TIES), and Twin West Chamber of Commerce.

2. Fiscal Impact/Funding Source: Superintendent/Board Budget

3. RECOMMENDED ACTION: The Board approve the continuation of memberships in various educational programs 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.

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

ANNUAL ORGANIZATIONAL MEMBERSHIPS

It is recommended the Board approval the renewals of institutional memberships and dues in the following organizations (some fees are estimated at this time):

Organization – Fees/Dues	Past Year	2010-2011
AESA - Association of Educational Services Agencies MN Membership	660.00	660.00*
AMSD – Association of Metropolitan School Districts	6,855.00	6,573.00
ECSU – Educational Cooperative Service Unit	700.00	700.00*
MSBA – Minnesota School Board Organization	8,470.00	8,792.00
NSBA – National School Boards Association	1,988.00	1,988.00
TIES - Technology & Informational Educational Service	72,828.00	72,828.00*
Twin West Chamber of Commerce	557.00	557.00*

*Estimated amounts as invoice for FY11 have not yet been received.

Intermediate District 287

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M E M O R A N D U M

TO: ALL ADMINSTRATORS AND SCHOOL BOARD MEMBERS
FROM: BUSINESS SERVICES
DATE: June 30, 2010
SUBJECT: Auditors Compliance, M.S. 471.87 – Public Officers’ Interest in Contracts

Per Minnesota Statute § 471.87, a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest, directly or through his or her spouse, in that sale, lease, contract, or personally benefit financially therefrom.

To document compliance with this statute, we request that you complete the following:

Name _____
Principal place of business _____
Spouse Name _____
Spouse principal place of business _____

I herby certify that during the 2009-2010 school year, I have not had a financial interest in the sale, lease, or contract of the District nor have I personally benefited from any such transaction.

By: _____
Title: _____
Date: _____

If you have had a financial interest in the sale, lease, or contract with the District, please describe below.

School Board Planning Calendar 2010

1 st Meeting of the Month	2 nd Meeting of the Month
<i>Only one Board meeting this month!</i>	JULY 22, 2010 Financial Report June Legislative Session Review & Implications for District Operations C-Train Update Health and Medical Bucket North Education Center (NEC) Facility Community Report
<i>Only one Board meeting this month!</i>	AUGUST 26, 2010 Financial Report July EBD Presentation (Laura Keller-Gautsch – 15 minutes) Report on Crisis Planning (Michelle Axell – 10 minutes) Approval of Cash Flow Borrowing Resolution School Start Up Program Report “Top 5 Things Board Members Should Know About the Start of School”. (Colleen, Laura, and Jane) North Education Center (NEC) Facility Community Report
SEPTEMBER 9, 2010 Superintendent Goals	SEPTEMBER 23, 2010 Financial Report August PLC’s Instructional Report - Student Achievement & Measurement of Progress (will include AYP). (Jane & Laura) North Education Center (NEC) Facility Community Report
OCTOBER 14, 2010 Prior Year Agenda Review	OCTOBER 28, 2010 Financial Report September Strategic Plan Update MSTA – Instructional Report North Education Center (NEC) Facility Community Report
NOVEMBER 18, 2010 <i>(Only one Board meeting this month!)</i>	
Financial Report October Facilities Management Update C-Train Report (Written Report)	Prior Year Unaudited Fund Balance Report OPEB Reporting & Funding North Education Center (NEC) Facility Community Report
DECEMBER 9, 2010 <i>(Only one Board meeting this month!)</i>	
Financial Report November Facilities Management Update - Energy Audit Digital Copy Certificate (Written Report) North Education Center (NEC) Facility Community Report	Prior Year Audit Review Restraints and Seclusion – Instructional Report Legislative Initiatives & White Paper Review

INFORMATIONAL ITEMS TO REMEMBER:

**** Community use of Facilities Bucket**

School Board Planning Calendar 2011

(TENTATIVE)

1 st Meeting of the Month		2 nd Meeting of the Month	
JANUARY 13, 2011 <i>Organizational Meeting</i> ○ Oath of Office ○ Election of Board Officers <i>Regular Meeting</i> Prior Year Audit Review		JANUARY 27, 2011 Finalize Legislative Annual Report Platform Strategic Plan Review & Measurement Report Financial Report December Pay Equity Implementation Report (every other year) Transportation Study Report North Education Center (NEC) Facility Community Report	
FEBRUARY 10, 2011 Prairie Center Alternative “Help for Haiti” Bloomington Impact Statement Online Learning – Mike Smart & Jon Voss (Instructional) Special Education Monitoring (Instructional) Telecommuting Pilot		FEBRUARY 24, 2011 Financial Report February Staff Reduction ULA Resolution Changes for following Yr FY11 Budget Revision & FY12 Budget Assumptions Program Withdrawal Report Truancy Model Partnership with Hennepin county Facilities Management Update Iterate Services – Instructional Report (Laura K-G.) School Board Recognition Week	
MARCH 10, 2011 North Education Center – Work Shop	MARCH 24, 2011		
	Efficiency Efforts Status Report Financial Report February North Education Center (NEC) Facility Community Report	Program Reduction Resolution Recommendation Reduction ULA for tenured staff	
APRIL 28, 2011 <i>(Only one Board meeting this month!)</i>			
Spotlight DVD Presentation Financial Report March Superintendent & Board Evaluation Update Attorney Services		Minnesota Math and Science Teacher Academy Long Range Facilities Planning Presentation Proposed District 287 School Calendar 2011-2012 North Education Center (NEC) Facility Community Report	
MAY 12, 2010 Food Service Report System for Student Achievement Data Collection		MAY 26, 2011 Financial Report April Audit Open Items & Requirements changes Staff Reduction ULA Resolution FY 10 Budget Revision Non- Tenured Non-Renewals & Probationary Non-Licensed Clerical Layoffs North Education Center (NEC) Facility Community Report	
JUNE 9, 2011 Superintendents Evaluation	JUNE 23, 2011		
	Financial Report May Student Achievement in the Area of Reading 2010-11 Budget North Education Center (NEC) Facility Community Report	Final ULA Resolution for Licensed Staff Board Evaluation MDE Monitoring in Special Education Superintendent & School Board Evaluation to plan for Board Retreat outcomes	

INFORMATIONAL ITEMS TO REMEMBER:

** Community use of Facilities Bucket

INTERMEDIATE DISTRICT 287
July 22, 2010
SCHOOL BOARD CALENDAR

July 2010

20	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
22	Thursday	General Board Meeting	6:30PM	Board Rm

August 2010

17	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
26	Thursday	General Board Meeting	6:30PM	Board Rm

September 2010

09	Thursday	General Board Meeting	6:30PM	Board Rm
14	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
23	Thursday	General Board Meeting	6:30PM	Board Rm

October 2010

14	Thursday	General Board Meeting	6:30PM	Board Rm
19	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
28	Thursday	General Board Meeting	6:30PM	Board Rm

November 2010

09	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
18 18	Thursday	General Board Meeting (DATE CHANGE – November 11, 2010 Veterans Day)	6:30PM	Board Rm

December 2010

09	Thursday	General Board Meeting	6:30PM	Board Rm
21	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm

**PROPOSED
DATES**

January 2011

13	Thursday	General Board Meeting	6:30PM	Board Rm
18	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
27	Thursday	General Board Meeting	6:30PM	Board Rm

February 2011

10	Thursday	General Board Meeting	6:30PM	Board Rm
15	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
24	Thursday	General Board Meeting	6:30PM	Board Rm

March 2011

10	Thursday	General Board Meeting	6:30PM	Board Rm
15	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
24	Thursday	General Board Meeting	6:30PM	Board Rm

April 2011

19	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
28	Thursday	General Board Meeting	6:30PM	Board Rm

May 2011

12	Thursday	General Board Meeting	6:30PM	Board Rm
17	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
26	Thursday	General Board Meeting	6:30PM	Board Rm

June 2011

09	Thursday	General Board Meeting	6:30PM	Board Rm
14	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
23	Thursday	General Board Meeting	6:30PM	Board Rm

◆ Board Facilities Committee Meeting - Third Tuesday of the Month

◆ Board Facilities Committee Meeting - Second Tuesday of the Month