

## **Agenda**

1. **CALL TO ORDER** (*Action*)
2. **APPROVAL OF GENERAL MEETING AGENDA** (*Action*)
3. **OPEN FORUM** (*Information*)
4. **APPROVAL OF CONSENT AGENDA** (*Action*)
  - 4.1. General Board Meeting Minutes from November 18, 2010
  - 4.2. Routine Human Resource Activities for December 9, 2010
  - 4.3. Local Collaborative Time Study (LCTS) Financing Framework and LCTS Interagency Agreement 2011-2012
5. **SHARE THE SUCCESS & RECOGNITIONS - (15 minutes)** (*Information*)
  - 5.1. Horst Rechelbacher of Intelligent Nutrients Endowment
  - 5.2. School Board Recognition of Departing Board Members
6. **SUPERINTENDENT'S REPORT - (30 minutes)**
  - 6.1. Collaborative District Efforts (*Information*)
  - 6.2. Member District Usage Reports (*Information*)
  - 6.3. We Can See It From Here Video & "White Paper" from CESA 6 in Oshkosh, Wisconsin (*Information*)

This is shared as information for School Board members. "CESA's" are the equivalent of Intermediates and exist in several other states.
  - 6.4. Hennepin County Dropout Initiative (*Resolution*)
7. **INSTRUCTIONAL REPORT - (30 minutes)** (*Information*)
  - 7.1. Minnesota Department of Education (MDE) Compliance Monitoring Summary Report
  - 7.2. License for Special Education Teachers
  - 7.3. What Board Members Need To Know About Alternative Learning Centers (ALC's)
8. **ADMINISTRATIVE SERVICES REPORT - (15 minutes)**
  - 8.1. Financial Report
    - 8.1.1. Approval of Routine Monthly Finance Report (*Action*)
  - 8.2. Facilities Report (*Information*)
    - 8.2.1. Update on Best Value & North Education Center (NEC)
  - 8.3. Human Resource Report - None
9. **BOARD BUSINESS - (20 minutes)**
  - 9.1. Policy Review & Revision - None
  - 9.2. Superintendent Contract 2011-2014 (*Action*)
  - 9.3. Board Reports
    - 9.3.1. Chair Report
      - 9.3.1.1. Officer Election Process
      - 9.3.1.2. January 27, 2011 Organizational Meeting Agenda (Sample)
    - 9.3.2. AMSD Report (Ann Bremer)
      - 9.3.2.1. AMSD Connections December 2010 Newsletter

- 9.3.3. Get on the Bus Report (Bren Road & Hennepin County Home School)
- 9.3.4. Local 2209 & Board Breakfast Report by Board member Thielsen
- 9.3.5. 2011 MSBA Leadership Conference - Invitation to Attend

9.4. **District News**      *(Information)*

- 9.4.1. School Board Planning Calendar
- 9.4.2. December 9, 2010 Calendar

9.5. Once Around the Table

10. **ADJOURNMENT**

**DISTRICT 287 REGULAR BOARD MEETING**  
**Intermediate District 287**  
**November 18, 2010**  
**MINUTES**

**1. CALL TO ORDER**

Chair Linda Johnson called the regular meeting to order at 6:30 PM in the District Service Center Board Room. A quorum was declared with the following members in attendance:

286	Brooklyn Center	Greg Thielsen
272	Eden Prairie	Carol Bomben
273	Edina	Peyton Robb
270	Hopkins	Sally Johnson
276	Minnetonka	Don Draayer
280	Richfield	Nancy Rowley
281	Robbinsdale	Linda Johnson
283	St. Louis Park	Pam Rykken
284	Wayzata	Carter Peterson
277	Westonka	Ann Bremer

Absent: 271/Bush, 278/Kunz, and 279/Antolak

Guests:

287 Administration: Sandra Lewandowski, Char Myklebust, Laura Keller-Gautsch, Janet Johnson, Tom Shultz, Chad Maxa, Anne Becker, Linda Rees, and Wauneen Mgeni

287 Staff Members: Bruce Mulder, and Mark Hoffer

**2. APPROVAL OF GENERAL MEETING AGENDA**

The general meeting agenda was presented for approval. *Motion by Carol Bomben, seconded by Pam Rykken, to approve the meeting agenda. All in favor. Motion carried unanimously.*

**3. OPEN FORUM FOR COMMUNITY COMMENTS**

**4. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval. The Consent Agenda included the general meeting minutes from October 28, 2010, Alternative to Suspension Grant from Minnesota Department of Education, and Federal Stimulus-152-Education Jobs Fund Grant. *Motion by Carter Peterson, seconded by Greg Thielsen, to approve the Consent Agenda as presented. All in favor. Motion carried unanimously.*

**5. SHARE THE SUCCESS & RECOGNITIONS**

Superintendent Lewandowski presented to the Board two awards received by Intermediated District 287 staff and programs; 1) the Minnesota Chapter of the National Alliance on Mental Illness (NAMI) named Dr. Charlene Myklebust "Educator of the Year" during their 2010 Annual Meeting, and 2) the National Dropout Prevention Network presented their Crystal Star Award to the North Vista program at their national conference held in Philadelphia, November 2010.

**6. SUPERINTENDENT'S REPORT**

Superintendent Lewandowski presented a brief overview to the Board on: 1) "What Board Members Should Know about Innovative Coaches," explaining the new Innovation Coach role at sites, how Innovation Coaches help shepherd innovative ideas and have a goal of helping staff realize 100 accomplishments during the 2010-2011 school year; and 2) "What Board Members Need to Know About Facilities," highlighting operating efficiencies and facilities related actions taken over the past year.

Sandy gave a brief overview to the Board on two regional collaborative meetings that were held on November 10 and November 12: 1) Hennepin County Dropout Recovery project is the collaborative work of the 17 Hennepin County Superintendents and the County Commissioners. Board members commended Sandy for her leadership and the body of work produced. The Board requested preparation of a resolution of support to continue moving forward, and 2) Transportation Directors came together to make a recommendation to Superintendents to develop a request for proposals (RFP) for a Regional Transportation system to transport students.

Sandy gave a brief Bloomington Withdrawal update to the Board. District 287 moves forward with an analysis of assets and liabilities and will utilize the Froehling Anderson firm to complete the study.

## **7. INSTRUCTIONAL REPORT - None**

## **8. ADMINISTRATIVE SERVICE REPORTS**

### **Financial Report**

Mrs. Janet Johnson, Director of Finance Services, presented the monthly financial report for October 2010. *Motion by Carter Peterson, seconded by Greg Thielsen, to approve the monthly financial report as presented. All in favor. Motion carried unanimously.*

Janet gave a brief overview of the annual Audit Report, which will be completed in December 2010 and presented to the Board in January 2011.

Janet presented and recommended approval on the Equity Transfer from General Fund to Food Service Fund in the amount of \$125,533.86 for FY10. *Motion was made by Don Draayer, seconded by Greg Thielsen, to approve the Equity Transfer from General Fund to Food Service Fund in the amount of \$125,533.86 for FY10 as presented. All in favor. Motion carried unanimously.*

Janet presented and recommended approval on the Equity Transfer from General Fund to Community Education Fund in the amount of \$93,549.80 for FY10. *Motion was made by Don Draayer, seconded by Greg Thielsen, to approve the Equity Transfer from General Fund to Community Education Fund in the amount of \$93,549.80 for FY10 as presented. All in favor. Motion carried unanimously.*

### **Facilities Report**

Mr. Tom Shultz, Director of Facilities presented to the Board a revised North Education Center Fact Sheet and Question & Answer document.

## **Human Resources Report – None**

## **9. BOARD BUSINESS**

### **Policy Review & Revision**

Mrs. Anne Becker, Director of Human Resources, presented and recommended approval of the Policy Development, Adoption, Implementation and Review #BOO200. *A motion was made by Carter Peterson, seconded by Greg Thielsen, to waive the reading of the policies and approve policies BOO200 as presented. No discussion. Motion carried unanimously.*

### **Chair Report**

Board Chair Johnson gave a brief update on the Superintendent Contract and Memorandum of Understanding. At the recommendation of Board Chair Johnson, *a motion was made by Ann Bremer, and seconded by Greg Thielsen, to approve the Memorandum of Understanding as presented. A motion was made by Carol Bomben, and seconded by Peyton Robb to delete the word "change" and replace it with "amendment" to the Memorandum of Understanding as presented. All in favor. Motion carried unanimously. Changed to the original motion was accepted by Ann Bremer, and seconded by Greg Thielsen, to approve the Memorandum of Understanding. All in favor. Motion carried unanimously.*

Chair Johnson announced the next scheduled “Local 2209 Board Breakfast” event is Tuesday, November 23. Chair Johnson also announced the next scheduled “Get on the Bus” event is Wednesday, December 1.

Chair Johnson requested Board members to volunteers for the nominating committee for the Officer Election process. Chair Johnson announced that she would not be seeking re-election for Board Chair.

**AMSD Report**

Board member Bremer gave a brief overview on the 2011 Legislative Platform and Referendum history.

**Once Around the Table**

Sally Johnson announced that their referendum passed.

Don Draayer would like the Board to share the fiscal reality of what the District is facing and dealing with.

Ann Bremer expressed her thanks to Superintendent Lewandowski for all she does for Intermediate District 287.

**10. ADJOURNMENT**

*Motion was heard and seconded to adjourn the meeting.* Meeting adjourned at 8:43 PM.

The next general meeting will be held on December 9, 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 – December 9, 2010**

**LICENSED STAFF**

**1. New Hires:**

**A. Regular**

- JENNIFER L. NELSON, Program Facilitator (Professional Learning) at the District Service Center, **new position**, effective December 6, 2010, MA+45, Step 10 – 1.0 FTE.

**B. Reinstatement of Licensure Waivers**

- 

**Reinstatement**

- 

**C. Temporary:**

- MINDY J. THOMPSON, RAMP UP Technical Tutor effective October 6, 2010 through May 31, 2011.
- BRIAN R. BURNS, RAMP UP Technical Tutor effective October 6, 2010 through May 31, 2011.
- BENJAMIN J. VENNES, Independent Study Social Studies Instructor at Brooklyn Center High School effective October 27, 2010 through June 30, 2011.
- JIMMIE L. HEAGS, RAMP UP Technical Tutor effective October 6, 2010 through May 31, 2011.
- KAREN COLE, RAMP UP Technical Tutor effective October 6, 2010 through May 31, 2011.
- STEPHANIE OWEN-LYONS, Online Spanish Instructor effective September 13, 2010 through January 30, 2011.
- COLLEEN S. BAUMTROG, Executive Director of Administrative Services, additional 15 days (120 hours) effective September 17, 2010 through December 6, 2010, to complete work related to Human Resources, NEC Project and other administrative issues.
- MELISSA DUCKWILEY, Independent Study English Instructor at Brooklyn Center High School effective October 27, 2010 through June 30, 2011.
- PETER D. KNAEBLE, Independent Study Math Instructor at Robbinsdale Cooper High School effective November 9, 2010 through June 30, 2011.
- SUSAN C. LaVELLE, RAMP UP Technical Tutor effective October 6, 2010 through May 31, 2011.
- MARY J. PEYTON, RAMP UP Technical Tutor effective October 6, 2010 through May 31, 2011.

- DEBORAH M. BRODY, RAMP UP Technical Tutor effective October 6, 2010 through May 31, 2011.
- MARY C. SEMMER, RAMP UP Technical Tutor effective October 6, 2010 through May 31, 2011.

**D. Substitutes**

- 

**2. Extended Leaves of Absence:**

**A. Unpaid**

- 

**3. Separations:**

**A. Dismissal**

- 

**B. Resignation**

- 

**C. Retirement (Regular/Disability)**

- 

**4. Other:**

**A.**

**NON-LICENSED STAFF:**

**1. New Hires:**

**A. Regular**

- ROCHELLE ELSBERRY, Education Assistant at Sandburg Education Center, **additional position due to increased enrollment**, effective November 22, 2010 Step 4 Lane 4 +90 credits – .875 FTE.

**B. Temporary**

-

**C. Substitutes**

- 

**2. Extended Leaves of Absence:**

**A. Unpaid**

- DAWN M OLSON, Interpreter at Various Sites, effective March 14, 2011 through June 30, 2011.

**3. Separations:**

**A. Dismissal**

- 

**B. Resignation**

- 

**C. Retirement (Regular/Disability)**

- 

**4. Other:**

**A.**

2011 Interagency Agreement Concerning the Implementation of the  
Local Collaborative Time Study among all Family Services  
and Children’s Mental Health Collaboratives in Hennepin County

Originally adopted 7/10/03  
Revised 1/25/07  
Revised 11/16/07

1. This Agreement describes the decision-making structure and financial allocation framework that applies to all Family Services Collaboratives, Children’s Mental Health Collaboratives, and partner agencies operating in Hennepin County participating in the Local Collaborative Time Study (LCTS) revenue enhancement program.
2. This agreement is intended to complement any other agreements which are developed to describe countywide service coordination strategies among all the Collaboratives in Hennepin County. Either document may be amended by its participants without amending the other agreement, so long as such amendments do not create a policy or procedural conflict with the other agreement.
3. This agreement is also intended to complement any other grant agreements, contracts or other legal agreements which may be required to describe the operation of a Collaborative or Collaboratives, and/or the participation of a Collaborative, the county, and other local agencies and organizations in the implementation of LCTS activities and associated compliance and reporting requirements.
4. All participating Collaboratives agree that an *LCTS Committee* will be convened to oversee the development of an LCTS Financing Framework that will describe the allocation of LCTS funds throughout all Collaboratives in the county.
  - A. This Committee will be convened at least annually, and more frequently if necessary, to review and modify the LCTS Framework.
  - B. The Framework requires endorsement by all participating Collaboratives, meaning that the LCTS Committee must reach a consensus agreement regarding the Framework.
  - C. The Framework will be incorporated into the LCTS Interagency Agreement approved by all Collaboratives.
  - D. The Framework may be amended from time to time without requiring an amendment to the entire LCTS Interagency Agreement. The LCTS Interagency Agreement and LCTS Financing Framework are separate from any countywide service coordination agreement.
5. The LCTS Committee will be comprised of:
  - A. Up to two representatives appointed by each Collaborative, or up to two representatives from each school district area within each Family Service Collaborative, but not both. One of the two should be a parent or community representative, and at least one of the Co-Chairs of any countywide service coordination structure should be named to this Committee as one of the local representatives. LCTS Committee representatives do not have to be the same persons as the participants in any countywide service coordination structure.

- B. Two representatives appointed by Hennepin County; one of Hennepin County's representatives will serve as chairperson of the Committee.
6. Implementation of the LCTS Financing Framework will be done through the Collaboratives, using existing structures:
- A. Local LCTS spending and work plans will be determined by the respective Collaboratives. The LCTS Committee does not have any jurisdiction over the spending plans of other Collaboratives, nor does any countywide service coordination structure.
  - B. All Collaboratives will communicate their LCTS spending and work plans to all other Collaboratives as soon as possible after they are approved locally. This will promote coordination and collaboration in the use of all LCTS funds among all the Collaboratives in the county.
  - C. Spending and work plans using *countywide* program funds will be developed and managed by, respectively, the Alliance (a coalition of all Collaboratives in the county) and the Children's Mental Health Collaborative based on priorities and service needs identified through countywide service coordination between those two bodies. The Alliance and the Children's Mental Health Collaborative will communicate their countywide spending and work plans to all Collaboratives in the county, and to all other interested parties as requested, as soon as possible after they are approved locally.
  - D. Spending plan recommendations from any structures created to direct the use of countywide funds will be subject to review and final approval by a countywide service coordination structure, and shall be communicated to related countywide partners and initiatives, the same as with all other spending plans. The countywide service coordination agreement shall also ensure that measurable progress towards the outcomes associated with these spending plans is achieved and reported upon.
7. Per State requirement, all Collaboratives must be parties to BOTH the LCTS Interagency Agreement/LCTS Financing Framework AND the countywide service coordination agreement creating the Alliance.
- A. Each Collaborative has the right to choose whether or not it participates in the LCTS; the LCTS is not a required activity. However, ALL Collaboratives must sign the LCTS Interagency Agreement, or submit a written statement that the Collaborative chooses not to participate in the LCTS at this time.
  - B. Any participating Collaborative may withdraw from participation in the LCTS program at any time upon written notice to the LCTS coordinator and other Collaboratives. Any financial commitment of LCTS funds to countywide programs or other countywide activities must be fulfilled for the remainder of the fiscal year of withdrawal.
8. This LCTS Interagency Agreement and Financing Framework shall become effective on the date the executed agreement and/or all authorizing resolutions are signed by the chairpersons of all the Collaboratives participating in the LCTS. Until such time, the Financing Framework currently approved

by the LCTS Committee shall remain in force per the terms of that agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

2011 LCTS INTERAGENCY AGREEMENT SIGNATURE PAGE

To be signed by the chairperson of each of the Collaboratives within Hennepin County. Copies of official meetings of such Collaboratives noting approval of this plan shall also be attached. The approval and signature of the Collaborative chairperson shall signify that all the partners in such Collaborative, including all LCTS claiming agencies, are endorsing this agreement.

Name of Collaborative: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**2011 LCTS Financing Framework For All Collaboratives in Hennepin County**

ORIGIN DATE: October 13, 1997

APPROVED: January 28, 1999, March 2, 2000, October 1, 2001

REVISED AND APPROVED: February 12, 2002 through June 30, 2003

EXTENDED through December 31, 2003, Approved December 8, 2003

REVISED AND APPROVED July 28, 2004, for the period January 1, 2005 through December 31, 2005

EXTENDED March 2006 for period January 1, 2006 to December 31, 2006

REVISED AND APPROVED January 24, 2007 for period January 1, 2007 to December 31, 2007

REVISED AND APPROVED November 16, 2007 for period January 1, 2008 to December 31, 2008

REVISED AND APPROVED November 19, 2008 for the period January 1, 2009 to December 31, 2009

REVISED AND APPROVED October 22, 2009 for the period January 1, 2010 to December 31, 2010

REVISED AND APPROVED December 1, 2010 for the period January 1, 2011 to December 31, 2011

The following set of principles are designed to guide all Family Services and Children's Mental Health Collaboratives in Hennepin County in their participation in the Local Collaborative Time Study (LCTS) revenue enhancement project administered by the State of Minnesota, and to describe the allocation of LCTS revenues throughout Collaboratives in the county. These principles are also designed to reinforce all Collaboratives' compliance with state and federal rules governing participation in the LCTS project, and to reinforce countywide efforts for all Collaboratives to work together, as well as to encourage local collaborative structures in addressing local issues.

1. Any organization that participates in LCTS revenue enhancement activities must also be involved in a local collaborative and/or countywide collaborative, and through that involvement participate in countywide service coordination efforts.
2. ALLOCATION OF LCTS REVENUES TO COLLABORATIVES IN HENNEPIN COUNTY:
  - A. The State of Minnesota will withhold 5% of all LCTS revenues for the costs of administering the LCTS program.
  - B. Hennepin County will withhold up to 5% of all LCTS revenues generated by LCTS organizations in Hennepin County to cover the costs of the County's administration of the LCTS program, adjusting to actual costs after the year ends and returning the unused balance to Collaboratives according to the agreed-upon allocation plan.
  - C. Subject to A and B above, the Children's Mental Health Collaborative (CMHC) shall receive 5% of all local agency LCTS claims generated in Hennepin County.
    1. All LCTS claims generated by Hennepin County Corrections shall be under the authority of the CMHC and be available for county-wide distribution based on a plan submitted by the Hennepin Juvenile Detention Alternatives Initiative (JDAI) to the CMHC for its review and approval.
    2. All LCTS claims generated by Intermediate School District 287 (Int287) shall be under the authority of the CMHC and shall be available for distribution based on a

plan submitted by Int287 and its member districts to the CMHC for its review and approval. All funds must be dedicated to support the development and operation of mental health supports in the schools.

- D. The Alliance (the coalition of all Collaboratives in the county) shall receive 0% of all LCTS claims.
  - E. All remaining LCTS funds shall be allocated to the local Collaborative that the LCTS claiming agency is a part of.
    - 1. LCTS funds can be pooled at a regional level, and a different distribution formula for local LCTS funds can be created by the partner Collaboratives within a region, if they so choose.
    - 2. Additional funds from local/regional Collaboratives may be added to the countywide program fund or Children's Mental Health Collaborative at the discretion of the local/regional collaborative and its LCTS claiming agencies.
  - F. The effective date for implementation of the allocation method outlined in this agreement will be the date that a copy of this agreement is signed by the chairperson of every local Family Service Collaborative and received by Hennepin County.
- 3. Revenue enhancement activities must be cost-effective, at no net additional cost to any participant, and "audit proof" (able to withstand state and federal audits).
  - 4. All Collaboratives shall comply with program and financial reporting required by the State of Minnesota, and as also may be specified in Collaborative agreements. Such reports shall be shared with the LCTS Committee.
  - 5. This Agreement is incorporated by reference into the currently adopted version of the LCTS Interagency Agreement.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.**

2011 LCTS FINANCING FRAMEWORK AGREEMENT SIGNATURE PAGE

To be signed by the chairperson of each of the Collaboratives within Hennepin County. Copies of official meetings of such Collaboratives noting approval of this plan shall also be attached. The approval and signature of the Collaborative chairperson shall signify that all the partners in such Collaborative, including all LCTS claiming agencies, are endorsing this agreement.

Name of Collaborative: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

## **\$50,000 Endowment Benefits Students in our Epsilon Program**

Horst Rechelbacher of Intelligent Nutrients made a \$50,000 donation after visiting with students who attend the Epsilon program last spring. He was moved by their stories and made a promise that he would support each of them in achieving their post secondary goals. This fall to follow-up with this promise, the district was greeted with the overwhelming news that Horst was donating \$50,000 for a sustaining endowment to support these students post secondary goals for years to come. Horst shared, "I want the youth to know I was deeply touched by meeting them and wish them all the best in attaining their goals." Ginny Nyhus, Administrative Intern to the Epsilon program received this news on November 19 over the phone and was speechless, "I am still overwhelmed by the gracious nature of this gift. It really is the gift that will keep on giving for years to come."

This fall Epsilon program staff began working with Hennepin County who made a request of Intermediate District 287 to foster these educational scholarship funds for the students. We were able to meet their request and are elated to share in the future success of the students. Together the Epsilon staff will partner with Hennepin County to disperse funds each year at the beginning of June to students who complete the application process.

All graduates of the program have the opportunity to apply for scholarship funds. Students are required to write an essay and obtain a letter of support from a teacher in the program to become eligible for scholarship funds. These essays and teacher recommendation letters then go before a review panel of school and county representatives for final determination and award. When students are selected the scholarship funds are distributed to the post secondary institution of the students choice where they have applied and been accepted.

Last year the scholarship fund had a total of \$6,000 to be awarded. Six students applied for a scholarship funds and all were honored with an award. With the ongoing support of other donors as well as the Horst Rechelbacher endowment, we hope to continue these types of awards that allow students to get started on their post-secondary path to minimize some of the financial stress.

Both Epsilon and Hennepin County staff are working to develop a collaborative expression of gratitude to Horst and his foundation for this gift.

# Intermediate District 287

## *Responsive. Innovative. Solutions*

---

### INTER-OFFICE MEMORANDUM

---

**DATE:** December 6, 2010

**TO:** Sandra Lewandowski, Superintendent

**FROM:** Colleen Baumtrog, Executive Director of Administrative Services  
Anne C. Becker, Director of Human Resources  
Charlene Myklebust, Director of Mental Health and Partnerships

**RE:** **Local 2209 Staff Survey and Other Initiatives**

Following the protracted contract negotiations with Education Minnesota Local 2209 for the 2009-2011 contract cycle that ended last May, you met with Local 2209 President Bruce Mulder and proposed some ways in which District administration and Local 2209 members could work together. One of the outgrowths of this discussion was a series of meetings between the Local 2209 Executive Council, its negotiating team, and the District's negotiating team consisting of Colleen Baumtrog, Anne Becker, and Michelle Axell, Special Projects Manager.

The purpose of these meetings is to gain a greater understanding of issues of mutual interest and concern, such as controlling insurance costs, the current economic realities for education funding, and exploring different negotiations models. These meetings have gone very well and have led to other initiatives designed to create a more efficient negotiations model and a cooperative climate going forward.

One of the ideas proposed in these meetings was a more robust role for the Insurance Committee. With the increased importance of insurance plan design and other insurance issues at the negotiations table, the future role of the Insurance Committee was uncertain. All parties recognized the need for greater employee understanding of the factors that influence insurance rates and the effect that employee lifestyle choices can have on premiums. Both Local 2209 and District administration are committed to an expanded wellness initiative in the District to educate employees about the steps that they can take to live healthier lives and contain insurance costs.

As a result of these mutual priorities, the decision was made to reinvent the Insurance Committee into a group that would not only research alternatives to our current insurance plans and explore innovative ways of containing insurance costs, but also educate employees about their role in controlling costs. Bargaining unit representatives on the new Committee (renamed the Health Insurance Advisory Committee) are committed to sharing the information with their members to promote a greater level of understanding of these issues.

The Advisory Committee is announcing its new role and kicking off its education campaign immediately, with six site visits throughout the District starting today and continuing through next week. These meetings are designed to raise employee awareness of the benefits available under their current insurance plans and how they can contribute to lower insurance premiums as well as maximize their

insurance dollars and their health by the choices that they make. The Committee will also be distributing a survey in January to gather feedback from employees about the questions they have and the information they need to make informed decisions about their health insurance.

This employee survey will be the second one this school year. In November, a school climate survey was sent to all instructional (licensed and nonlicensed) staff members of the District. The poll, delivered in Zoomerang Survey format, consisted of 41 questions related to topics such as student learning, staff planning, professional development, support for innovation, review of student achievement, promotion of a safe school community, proactive problem solving, etc. The survey was based on a format adopted by the Advancement Via Individual Determination (AVID) group, a nationally-recognized organization that promotes educational achievement for underrepresented student populations. Approximately half of eligible staff members completed the survey.

The results of the survey were quite positive, with the vast majority of staff members expressing satisfaction with the culture in their programs. Positive responses were gauged by answers indicating that the culture is proactive “more often than not or almost always.” Specific results and staff comments will be provided at an upcoming Board meeting.

A separate survey was recently sent to itinerant staff members, whose job roles call for different questions. The results of that poll will be compiled and included with the responses from employees who provide instruction at 287 sites.

## **RESOLUTION IN SUPPORT OF HENNEPIN COUNTY DROPOUT RECOVERY EFFORTS**

**WHEREAS**, over 3800 students drop out of Hennepin County high schools every year; and

**WHEREAS**, these are disproportionately poor and minority students; and

**WHEREAS**, these 3800 students will lose an estimated \$1.1 billion in lifetime earnings and use an estimated \$430 million in social services over the same period; and

**WHEREAS**, mobility across districts necessitates regional cooperation; and

**WHEREAS**, leaders of local government entities in Hennepin County are committed to increasing graduation rates and recognize that, collectively, they have the necessary leadership and vision to bring about this change; and

**WHEREAS**, increasing the graduation rate calls for school districts and Hennepin County to modify and align systems to share data and integrate service delivery that will provide the flexibility and comprehensive approach needed to meet the needs of the whole student; and

**WHEREAS**, we recognize that elements of a Countywide solution already exist and provide a foundation for robust collaboration, such as (1) the pilot projects to share data and school social workers, and (2) Area Learning Center (ALC) funding and choice framework that allows school districts to provide programs and services to students who are at risk of, or who have dropped out; and

**WHEREAS**, aligning and modifying current systems might also require legislative changes to support an integrated regional approach, and

**WHEREAS**, Intermediate District 287 recognizes its unique vantage point to provide leadership in collaborative efforts, responding to individual district needs by identifying resources, facilitating planning, and proposing more effective and efficient systems across districts, and

**WHEREAS**, the strategic plan of Intermediate District 287 highlights the role of our school district in providing responsive, innovative solutions to assist our member districts in meeting their most challenging needs; and

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

1. The Board shares the goal of increasing Hennepin County's graduation rate from 68% to 80% by 2015; and
2. The Board is committed to collaborating with other local government entities in Hennepin County to accomplish this goal; and
3. The Board will examine practices that may interfere with attaining this goal.

I, the undersigned, being the duly qualified and acting recording officer of the public corporation, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 9<sup>th</sup> day of December, 2010.

---

School District Clerk

## MEMORANDUM

**Date:** December 2, 2010  
**To:** Sandy Lewandowski, Superintendent  
**From:** Laura Keller-Gautsch, Executive Director of Special Education  
**RE:** Special Education Program Compliance Review

In response to federal and state laws and regulations, all school districts must participate in compliance monitoring conducted by the Minnesota Department of Education to ensure that all students with disabilities are provided the special instruction and services, appropriate to their needs. This monitoring occurs on a five year cycle and Intermediate District 287 was scheduled for their review in the 2009-10 school year. The monitoring review began in October of 2009 and will be completed in May of 2011 concluding an 18 month process. The following is a summary of the process to date and the areas that were identified by MDE as needing correction.

### MDE MONITORING PROCESS

October 2009 – District 287 Due Process leadership team attends week long MDE training to learn the electronic student record review submission process. MDE selects 16 student files for review. MDE identifies issues of non-compliance in 44% of the records reviewed. The District is required to correct these issues within one year. All corrections were completed within 60 days.

January 2010 – District 287 participates in a MDE Stakeholder Survey process by sampling 193 licensed staff, 275 non-licensed staff and 90 parents. No citations are identified from the results of the survey data.

February 2010 – MDE conducts a formal interview with the special education director and provides direction on how to prepare for the on-site visit.

March 2010 – April 2010 – District 287 prepares for the on-site visit.

May 10-14, 2010 – MDE monitoring team conducts a week long site visit. Activities include the review of 9 facilities, staff interviews, student observations and student record reviews. At the request of the Director, the lead monitor is invited to return for further discussion specific to restraint and seclusion on May 21 and June 22.

July 22, 2010 – District 287 receives the Special Education Program Compliance Review: Final Report from MDE. The report includes 36 citations.

August 13, 2010 – District 287 formally appeals the Final Monitoring Report specifically related to 11 of the 36 citations. This appeal includes written data and documentation to support the dispute.

September 30, 2010 – District 287 receives a response from MDE regarding the appeal. One citation is removed. The remaining appeals are denied.

October 14, 2010 – District 287 requests a formal meeting with the supervisor of the Compliance and Assistance Division regarding the ten specific citations that were reviewed and denied in the appeal.

October 26, 2010 – MDE reduces the District 287 citations from 36 to 23.

November 12, 2010 – District 287 completes and submits 23 corrective action plans which have been formally approved by MDE. Completion of the corrective action is required by May 1, 2011.

## SUMMARY OF 23 CITATIONS

District 287 received twenty three citations resulting in the need for corrective action. These citations are summarized below.

- 14 citations were related to omissions or incorrect documentation in student files (due process paper work). These were identified during the student record review process. A district will receive a citation when an issue is considered “systemic.” Systemic issues are identified when 20% of the records reviewed are found to have a common problem. For 287, where 16 files were reviewed, only 3 records would have to have a common problem to determine it was of systemic proportion
- 3 citations were related to procedures in our Care and Treatment programs (Epsilon and Omegon). IEP procedures at intake, IEP documentation of a shortened day and providing exit reports to outside agencies were the specific issues identified.
- 2 citations were specific to restraint and seclusion procedures at Hosterman.
- 1 citation was specific to the special education services provided in the Area Learning Center programs. Improved procedures for identification and documentation to assure that a full continuum of services is available to ALC students with disabilities will be required.
- 1 citation was specific to the absence of a Parent Advisory Council. Past monitoring visits had approved our district’s practice which includes a site based parent committee structure. This monitoring review required the district to establish a District wide Advisory Council.
- 1 citation was relative to our Total Special Education Systems (TSES) Manual. After review of the manual, MDE requested additional documentation in 7/15 chapters.
- 1 citation is still pending negotiation with MDE relative to the requirement for having a licensed physical education teacher in our high school programs at Bren Rd. The appeal is still being “vetted” by the MDE’s legal staff.

**Over the next five months, the District will be implementing the 23 corrective action plans. These plans include activities such as staff training, random student file reviews, updating procedures, conducting parent meetings and reviewing aggregate data on restrictive procedures. The District is required to submit a letter of assurance for every plan which includes evidence of completion by May 1, 2011. MDE will “release” the district after it approves this final step in the process.**

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

---

## M E M O R A N D U M

Date: December 2, 2010

To: Sandy Lewandowski, Superintendent

From: Jane Holmberg, Executive Director of Teaching and Learning

Re: **What Board Members Should Know About Area Learning Centers**

Area Learning Centers (ALCs) are state-approved programs designed to provide alternative educational environment for students who are not succeeding in the traditional system. Students enrolled in an ALC qualify for up to 1.2 Average Daily Membership (ADM) funding, allowing them to accelerate their learning and recover credits. State statutes determine that individuals qualify for ALC services if they meet any of twelve graduation incentives criteria, including limited English proficiency, difficulties with academic performance, mental health issues, homelessness, and truancy.

In order to operate as an ALC, the program, or collection of programs, must:

- provide instruction on a year-round basis,
- provide instruction to nonresident as well as resident students,
- enroll only students who meet the graduation incentives criteria,
- create a continual learning plan (CLP) for each enrolled student, and
- provide a middle level program in order to run an elementary Targeted Services program and access the associated funding.

State approval for the Intermediate 287 Area Learning Center on behalf of all 287 member districts was granted by MDE on November 2, 1989. **Since that time, District 287 and its 13 member districts have responded to students struggling with significant and divergent learning issues by establishing 20 fulltime high school programs (six of which are managed directly by District 287), 18 independent study credit recovery programs, and 77 elementary after school “targeted services” programs.** This collection of programs makes the 287 ALC the largest in the state. Only the Wayzata school district has applied for and received its own ALC designation; however, Wayzata representatives still participate in the ALC Advisory and receive advice and support from 287 ALC staff.

There are several reporting and management requirements fulfilled by District 287 as the state approved program. These include: student information reporting, disciplinary incident reporting, staff licensure reporting, coordination of state testing, and billing.

In addition to the management and reporting requirements, Minnesota Statute 123A.07 recognizes the role of the approved ALC to serve as a resource center for a region. This role is in concert with the 287 mission and is related to the resource center fee that is currently \$.30 per student hour. As the resource center, 287:

- Employs the overall Area Learning Center Principal who coordinates services to districts and provides consultation on MDE regulations,
- Meets with member district administration and counseling staff periodically to provide updated ALC program offerings and changes, and also to learn of specific district needs,
- Facilitates ALC advisory committee, a representative group of district ALC administrators and coordinators,
- Employs clerical staff who report and manage member district ALC student data,
- Employs a testing administrator and clerical contact to manage the MDE testing requirements,
- Responds quickly to high need and often-sensitive member district student issues and recommended placements among all ALC programs, including member-district managed.
- Conducts training for program improvements and compliance such as Targeted Services, Independent Study, Chemical Health, MDE regulations and changes, and curriculum and instruction specific to ALCs.
- Provides ongoing and timely consultation/communication with member district representatives in charge of local day, Independent Study, and Targeted Services programming.

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

Regular Meeting – December 9, 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 November Budget vs. Actual Reports are presented for Board information and review. These reports indicate that year-to-date revenue in all funds totals \$34,841,282, or 46.0% of the Adopted Revenue Budget of \$75,670,471. The District’s monthly revenue report will continue to reflect the 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 reflects the cash payments we receive from MDE. During FY09 we were receiving payments based upon 90% of the entitlement. That dropped to 73% in FY10 and will be 70% in FY11. Revenue will be made whole at the end of each fiscal year as we calculate all of our receivables and recognize the revenue receivable as part of the audit.

Year-to-date expenditures in all funds, total \$25,232,438, or 34.2% of the Adopted Expenditure Budget of \$73,704,473. This includes the September 2010 purchase of the Hosterman land for \$1,132,399.50.

The FY10 year-end numbers are final audited amounts.

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: \_\_\_\_\_

REPORT: EXPREV 006 REVENUE SUMMARY BY FUND - Board Report  
 STATEMENT OF REVENUE  
 DIST 0287 Intermediate District 287 ACCOUNTING PERIOD 11/01/10 TO 11/30/10

RUN: FRI 120310 10:20 PAGE 1

ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999  
 ZERO BALANCES: Suppress Zero Balances INCLUDE/EXCLUDES: EXL FD 09 09 EXL FD 11 11 EXL FD 06 06  
 SORTED BY: ACCOUNT FD EXL O/S 589 589 EXL O/S 635 635 EXL O/S 920 920  
 SUBTOTALED BY: ACCOUNT FD  
 SERIES TOTALS: <None Selected>  
 PAGE BREAK ON: <None Selected>

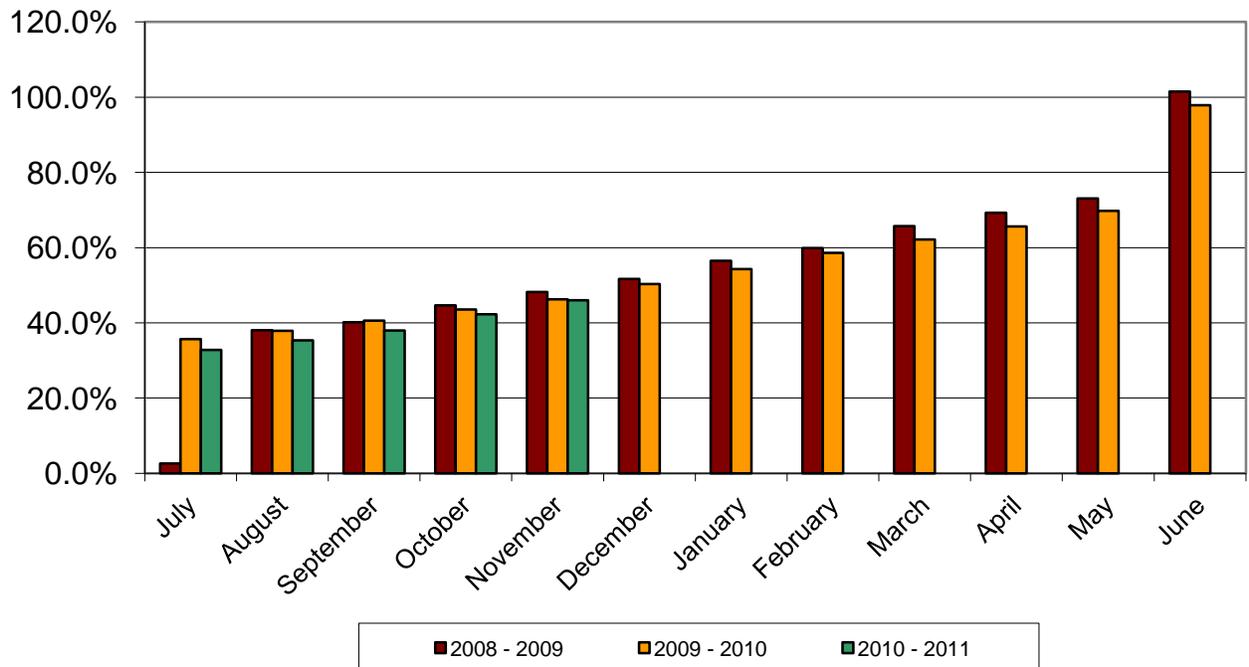
FD 01	PRIOR YEAR ACTUAL	< - - - - - REVISED BUDGET	11/01/10 11/30/10	FISCAL YEAR 201007 RECEIVED THRU 11/30/10	REMAINING ON 11/30/10	PERCENT REMAINING
01 GENERAL FUND	18,114,315.62	18,574,613	204,357.24	24,142,602.24	5,567,989.24-	29.97-%
02 FOOD SERVICE FUND	273,734.66	378,066	11,009.86	15,774.13	362,291.87	95.82 %
04 COMMUNITY SERVICE FUND	322,949.76	302,960	17,409.82	44,089.57	258,870.43	85.44 %
08 TRUST FUND	348,977.47	0	38,369.69	149,476.69	149,476.69-	0.00 %
12 ALC-ACADEMIC	6,794,964.95	8,183,062	145,465.64	465,093.40	7,717,968.60	94.31 %
13 CAREER & TECH	1,808,549.33	1,926,354	56,670.73	57,328.73	1,869,025.27	97.02 %
14 SPECIAL EDUCATION	43,018,852.69	46,276,616	2,246,084.85	9,777,927.58	36,498,688.42	78.87 %
20 INTERNAL SERVICE FUND	429,114.66	0	108,588.36	115,568.32	115,568.32-	0.00 %
30 KEYSTONE ITD	1,110,881.59	0	0.00	68,349.00	68,349.00-	0.00 %
41 DONATIONS	2,134.55	0	57.40	213.20	213.20-	0.00 %
51 STUDENT CLUBS	30,806.68	28,800	1,572.42	4,859.53	23,940.47	83.12 %
*** REPORT TOTALS:	72,255,281.96	75,670,471	2,829,586.01	34,841,282.39	40,829,188.61	53.95 %

# DISTRICT 287

## REVENUE COMPARISON - ALL FUNDS EXCLUDING NEC BUILDING PROJECT

Month	2008 - 2009		2009 - 2010		2010 - 2011	
	\$ Amount	% of Budget	\$ Amount	% of Budget	\$ Amount	% of Budget
July	1,848,739	2.6%	26,328,904	35.7%	24,850,317	32.8%
August	25,269,197	38.1%	1,643,203	37.9%	1,917,864	35.4%
September	1,488,574	40.2%	1,997,224	40.6%	1,976,441	38.0%
October	3,156,289	44.6%	2,207,558	43.6%	3,267,074	42.3%
November	2,534,489	48.2%	1,982,827	46.3%	2,829,586	46.0%
December	2,467,467	51.6%	3,006,224	50.3%		
January	3,455,875	56.5%	2,910,074	54.3%		
February	2,420,448	59.9%	3,203,938	58.6%		
March	4,158,279	65.7%	2,630,766	62.2%		
April	2,528,874	69.3%	2,518,014	65.6%		
May	2,695,389	73.1%	3,090,652	69.8%		
June	20,246,471	101.5%	20,735,897	97.9%		
<b>TOTAL</b>	<b>72,270,091</b>	<b>101.5%</b>	<b>72,255,282</b>	<b>97.9%</b>	<b>34,841,282</b>	<b>46.0%</b>
<b>BUDGET</b>	<b>71,203,550</b>		<b>73,818,687</b>		<b>75,670,471</b>	

**REVENUE COMPARISON - ALL FUNDS  
(EXCLUDING SEC BUILDING PROJECT)  
YTD REVENUE BY MONTH**



REPORT: EXPREV 007 EXPENDITURE SUMMARY BY FUND - Board Rept  
 STATEMENT OF EXPENDITURES  
 DIST 0287 Intermediate District 287 ACCOUNTING PERIOD 11/01/10 TO 11/30/10

RUN: THU 120210 10:00 PAGE 1

ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999  
 ZERO BALANCES: Suppress Zero Balances INCLUDE/EXCLUDES: EXL FD 09 09 EXL FD 11 11 EXL FD 06 06  
 SORTED BY: ACCOUNT FD EXL O/S 589 589 EXL O/S 635 635 EXL O/S 920 920  
 SUBTOTALLED BY: ACCOUNT FD  
 SERIES TOTALS: <None Selected>  
 PAGE BREAK ON: <None Selected>

FD	PRIOR YEAR ACTUAL	REVISED BUDGET	11/01/10 11/30/10	FISCAL YEAR 201007 EXPENDED THRU 11/30/10	ENCUMBERED THRU 11/30/10	REMAINING ON 11/30/10	PERCENT REMAINING
01 GENERAL FUND	17,552,587.26	18,486,175	1,324,944.67	7,742,558.32	1,998,719.94	8,744,896.74	47.30 %
02 FOOD SERVICE	273,734.66	378,066	30,495.98	83,522.76	65,503.22	229,040.02	60.58 %
04 COMMUNITY SERVICE FUND	302,879.76	294,105	30,647.99	96,122.83	54,358.61	143,623.56	48.83 %
08 TRUST FUND	353,766.11	0	38,369.69	149,476.69		149,476.69-	0.00 %
12 ALC-ACADEMIC	7,098,420.31	7,920,291	625,634.23	2,584,964.70	559,010.27	4,776,316.03	60.30 %
13 CAREER & TECH	1,814,407.48	1,835,278	128,959.50	467,158.91	28,375.89	1,339,743.20	72.99 %
14 SPECIAL EDUCATION	42,110,482.21	44,761,758	3,700,009.60	13,986,073.26	951,375.45	29,824,309.29	66.62 %
20 INTERNAL SERVICE FUND	393,229.80	0	116,625.04	116,625.04		116,625.04-	0.00 %
30 KEYSTONE IDT	1,110,881.59	0	0.00	0.00		0.00	0.00 %
51 STUDENT CLUBS	33,230.14	28,800	2,527.51	5,935.46	2,039.46	20,825.08	72.30 %
*** REPORT TOTALS:	71,043,619.32	73,704,473	5,998,214.21	25,232,437.97	3,659,382.84	44,812,652.19	60.80 %

# DISTRICT 287

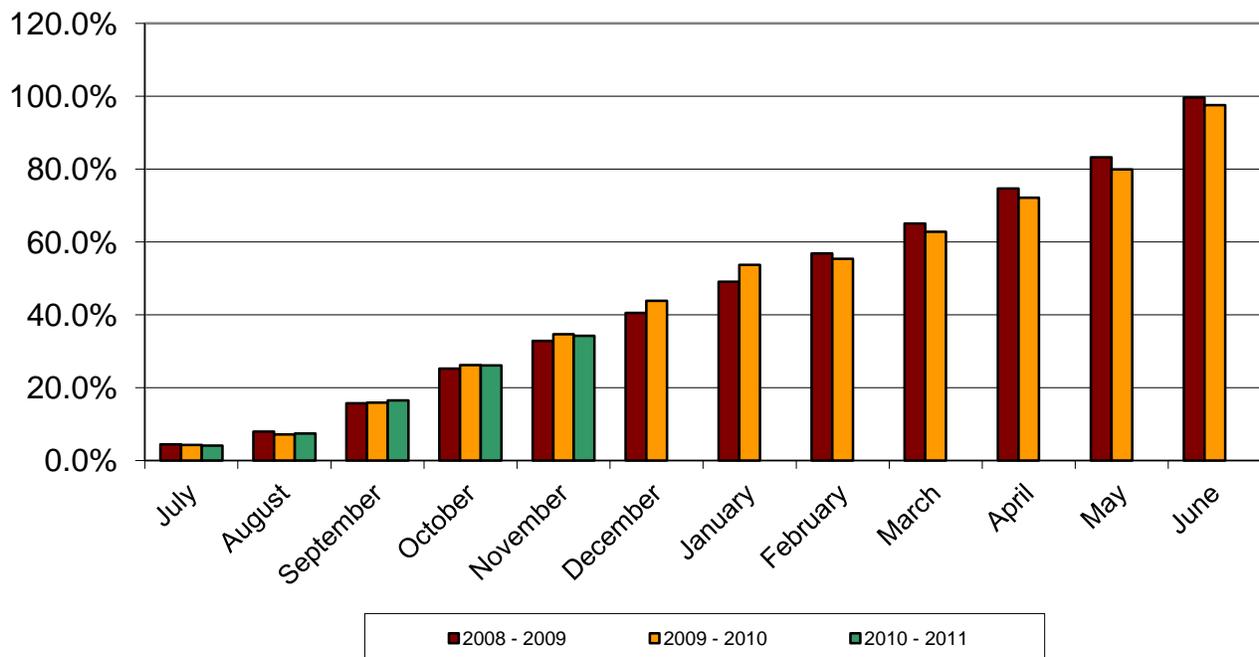
## EXPENDITURE COMPARISON - ALL FUNDS EXCLUDING NEC BUILDING PROJECT

Month	2008 - 2009		2009 - 2010		2010 - 2011	
	\$ Amount	% of Budget	\$ Amount	% of Budget	\$ Amount	% of Budget
July	3,131,464	4.5%	3,100,407	4.3%	2,997,044	4.1%
August	2,428,763	7.9%	2,090,194	7.1%	2,470,164	7.4%
September	5,457,295	15.7%	6,381,272	15.9%	6,695,052	16.5% **
October	6,728,518	25.3%	7,468,578	26.1%	7,071,964	26.1%
November	5,330,730	32.8%	6,212,868	34.7%	5,998,214	34.2%
December	5,361,530	40.5%	6,626,034	43.8%		
January	6,044,579	49.1%	7,212,163	53.7%		
February	5,459,050	56.8%	1,226,463	55.4% *		
March	5,770,557	65.1%	5,379,804	62.8%		
April	6,755,660	74.7%	6,840,093	72.1%		
May	6,017,108	83.2%	5,634,133	79.9%		
June	11,546,096	99.7%	12,871,609	97.6%		
<b>TOTAL</b>	<b>70,031,350</b>	<b>99.7%</b>	<b>71,043,619</b>	<b>97.6%</b>	<b>25,232,438</b>	<b>34.2%</b>
<b>BUDGET</b>	<b>70,271,671</b>		<b>72,817,617</b>		<b>73,704,473</b>	

\* Insurance Costing correction from 7/1/08-2/28/09

\*\* Includes \$1,132,399.50 payment for purchase of Hosterman land

### EXPENDITURE COMPARISON - ALL FUNDS (EXCLUDING SEC BUILDING PROJECT) YTD EXPENDITURES BY MONTH



# INTERMEDIATE DISTRICT 287

---

*Partner in Education*

---

DATE: **December 3, 2010**

TO: Members of the School Board

FROM: Janet A. Johnson, Director of Finance

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

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

- |   |                                 |
|---|---------------------------------|
| 1. Claim payments for: <b>November 2010</b>   | Totaling <u>\$ 4,995,637.06</u> |
| a) Check #'s 480660 - 481041, 70007352 - 70007502<br>and Electronic Wire Transfers out - #'s 2197 - 2201, 80000089 - 80000098 |                                 |
| 2. Payroll for: November 2010   | Totaling <u>\$ 2,216,460.80</u> |
| a) Check #'s 675237 - 675259<br>b) Direct Deposit #'s 179057 - 180815   |                                 |
| 3. Receipts for: November 2010  | Totaling <u>\$ 8,720,671.58</u> |
| a) Receipt #'s 127507 - 127679<br>and Electronic Wire Transfers in  |                                 |
| 4. Investments at end of month  | Totaling <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

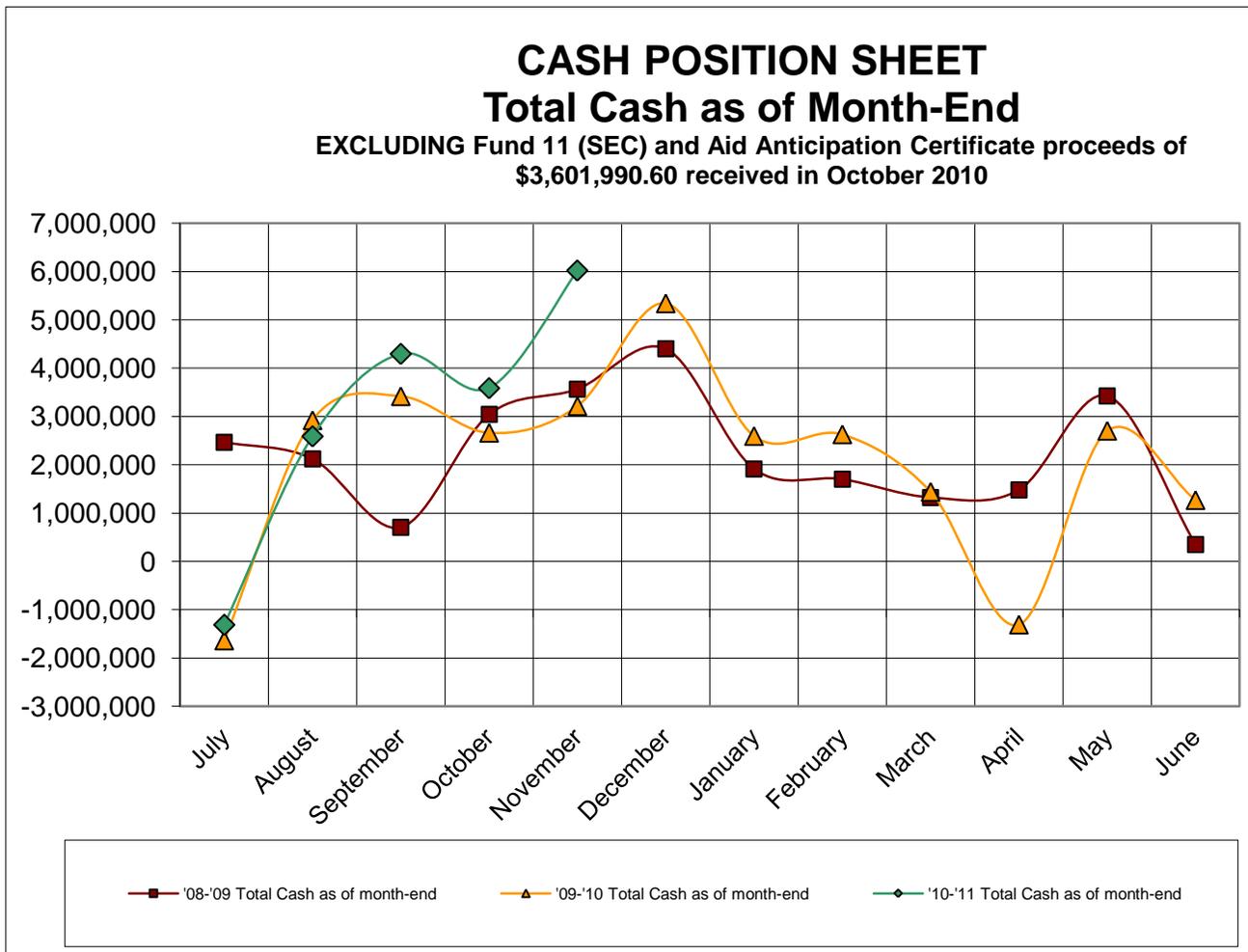
## Cash Position Sheet- Monthly Total Net Cash- All Accounts

- EXCLUDING Fund 06 (NEC Construction) and 11 (SEC Construction)

<u>Date</u>	<u>'08-'09 Total Cash as of month-end</u>	<u>'09-'10 Total Cash as of month-end</u>	<u>'10-'11 Total Cash as of month-end</u>
July	2,466,323	-1,635,886	-1,311,376 *
August	2,120,954	2,924,129	2,589,499 *
September	703,434	3,420,767	4,297,117
October	3,040,273	2,663,437 *	3,587,135 **
November	3,565,934	3,215,281 *	6,023,170 **
December	4,399,671	5,343,251 *	
January	1,915,347	2,595,593 *	
February	1,701,975	2,630,541 *	
March	1,323,076	1,441,697 *	
April	1,481,056	-1,306,262 *	
May	3,423,055	2,705,205 *	
June	347,873	1,270,575 *	

\* excludes Aid Anticipation Certif. proceeds of \$4,902,195.65 in Oct. 2009, paid back in Sept. 2010

\*\* excludes Aid Anticipation Certif. proceeds of \$3,601,990.60 in Oct. 2010



**INTERMEDIATE DISTRICT 287**  
**NOVEMBER 2010 ACTIVITY**

**WIRE TRANSFERS IN:**

DATE	AGENCY	TO	EF#	AMOUNT	DESCRIPTION
11/02/10	DEPT OF ED	MSDLAF	4930500	4,617.74	FIN862 B31888 6/30/10
11/09/10	EDUCATION-SERVS	MSDLAF	4942060	13,095.10	FIN0414 TITLE II
11/12/10	EDUCATION AID	MSDLAF	4952991	30,556.70	01S211 GEN ED AID 11
	EDUCATION AID	MSDLAF	4952991	1,704,803.55	01S360 SPED EDUC 11
	EDUCATION AID	MSDLAF	4952991	3,275,344.47	01S360 SPED EDUC 10
	EDUC-FOOD & NUTRITION	MSDLAF	4952991	91.36	02S473 COMMODO REBATE 10
11/12/10	HENN TECH COLL- BPC	MSDLAF	4952992	436.75	INV#67524 CUSTOMIZED TR COPY CHGS
11/16/10	B22 DEED-FISCAL	MSDLAF	4957382	30,949.95	INV#67538 D/HH VECTOR INTERPRETER GRANT
11/23/10	H55 DHS-MMIS	MSDLAF	4969875	299,293.98	THIRD PARTY MA IEP SERVICES
	H55 DHS-MMIS	MSDLAF	4969875	4,755.25	THIRD PARTY MA IEP SERV
11/24/10	EDUC -FOOD & NUTRI	MSDLAF	4974882	783.72	02F701 REG LUNCH 10 CFDA
	EDUC -FOOD & NUTRI	MSDLAF	4974882	5,871.82	02F701 FREE-RED L 10
	EDUC -FOOD & NUTRI	MSDLAF	4974882	2,607.18	02F705 BREAKFAST 10
	EDUC -FOOD & NUTRI	MSDLAF	4974882	335.88	02S300 STSCHLUNCH 11
	EDUC -FOOD & NUTRI	MSDLAF	4974882	59.15	02F705 ST BRKFST 11
11/29/10	EDUCATION AID	MSDLAF	4977598	48,890.72	01S211 GEN ED AID 11

**MTD TOTALS** 5,422,493.32

**WIRE TRANSFERS OUT:**

DATE	FROM	AGENCY	WIRE #	AMOUNT	DESCRIPTION
11/15/10	MSDLAF	BANK OF MONTREAL	2197	7,072.44	P-CARDS SEPT 10
	MSDLAF	BANK CARD FEES	2198	225.13	MERCHANT CARD FEES SEPT10
	MSDLAF	ING	2199	5,037.54	HEALTH CARE SAVINGS ACCOUNT RETIREES
	MSDLAF	MN DEPT OF REV	80000089	18,958.31	EMPLOYEE & EMPLOYER 403B
	MSDLAF	US BANK	80000090	122,918.86	FEDERAL TAXES (EMPLOYER)
	MSDLAF	US BANK	80000091	50,884.03	EMPLOYEE & EMPLOYER 403B
	MSDLAF	EBC	80000092	269,697.54	FEDERAL TAXES (EMPLOYER)
	MSDLAF	EBC	80000093	66,101.28	MN DEPT OF REVENUE
	MSDLAF	US BANK		1,097,273.83	DIRECT DEPOSIT PAYROLL
11/30/10	MSDLAF	US BANK		1,100,915.21	DIRECT DEPOSIT PAYROLL
	MSDLAF	US BANK	2200	38,369.69	CORP. HEALTH SYSTEMS NOV10
	MSDLAF	MN DEPT OF REV	80000098	67,411.51	STATE WITHHOLDING TAXES
	MSDLAF	US BANK	80000095	123,383.03	FEDERAL TAXES(EMPLOYER)
	MSDLAF	US BANK	80000097	273,285.71	FEDERAL TAXES(EMPLOYEE)
	MSDLAF	EBC	80000094	18,958.30	EMPLOYEE & EMPLOYER 403B
	MSDLAF	EBC	80000096	50,838.19	EMPLOYEE & EMPLOYER 403B
	MSDLAF	US BANK	2201	98.97	APR FEES VOUCHER SEPT10
	MSDLAF	US BANK	3053	5.61	ARP FEES RECEIPT ACCT SEPT10
	MSDLAF	US BANK	4065	90.52	ARP FEES PAYROLL ACCT SEPT10

**MTD TOTALS** 3,311,525.70

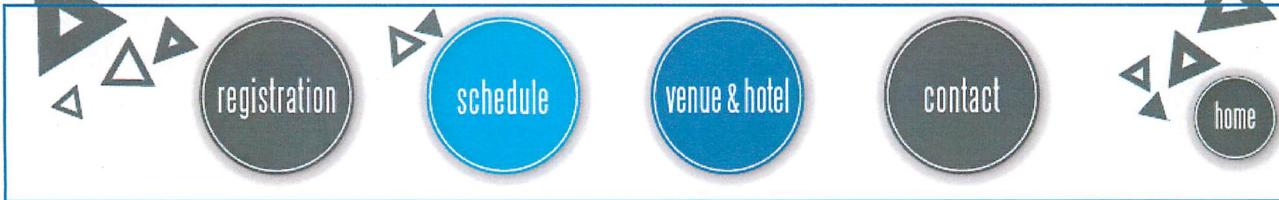




2011

February 14-17, 2011 | Tempe, Arizona, USA

# BEST VALUE CONFERENCE



## About The Conference

Is your organization struggling with reduced funding, low performance, and late projects?

Are you having to over-manage your projects and employees?

Then join us for the annual Best Value Conference, held at the Fiesta Resort Conference Center in Tempe, Arizona. Here you'll learn about an exciting new "best value" business model that alleviates these and other common problems that organizations face today. This business model has been tested for 16 years, on over 775 case studies, and throughout many different industries, resulting in a 98% satisfaction rate! It can minimize management effort by up to 90%, and maximize vendor profit.

[Interested? Register Today!](#)



## What You Will Learn

### Implementing Change

- Minimizing Internal Politics
- Reducing Resistance
- Developing the Core Group
- Decision-Making Model
- Three-Phase Process Duration
- Common Mistakes to Avoid

### Establishing Alignment

- The Visionary Process
- Values, Vision, Goals, Objectives
- The PIPS/Best Value Process
- Creating Measurements
- Explanation of Roles
- Understanding the Impact of Roles

### Reporting Outstanding Results

- Communicating Data
- Identifying/Analysis of Best Value
- Risk Management Plan
- Weekly Contractor Reports
- RFQ/RFP Principles and Techniques

### Lessons From Top Leaders

- Doing the Right Things Right
- Case Studies on Design/Construction Projects
- Case Studies on Professional Services
- Understanding the FAR
- What it takes to get started

## Who Should Attend

- Executive Personnel
- Building Owners
- Property Managers
- Facility/Project Managers
- Design/Architects
- Healthcare Engineers
- Procurement/Contract Managers
- Contractors & Service Providers
- Business/Operational Managers

- » Continuing education units (CEUs) will be available for all professional designations.
- » Network with other users that have implemented best value and overcome difficulties.

## Testimonials

**"It has opened my eyes to a simple, logical, and efficient way of handling projects. This is the beginning to an entire paradigm change for myself and the GSA."**

— *Jeff Meyer, Project Manager, General Services Administration Region 6*

**"The best value model is a 360 degree approach to effecting cultural change, managing political acceptance and attracting high performance vendors for the best price."**

— *John Morrison, AIA, State Construction Administrator, Oklahoma Department of Central Services*

**"Our experience with 'Best Value' applications is with major outsourced services and we are pleased with the results to date. I recommend the conference to anyone who is looking to incorporate this approach into their procurement portfolio."**

— *Ray Jensen, Assoc. VP University Business Services, ASU (NACAS Member)*

**"The PIPS process has provided me with a viable alternative to "traditional" RFP development and evaluation which has lead Idaho to utilize in two large service contracts. I highly recommend this book to anyone who wants to break the 'we've always done it this way' mantra."**

— *Mark Little, CPPO, State Purchasing Manager, Idaho (NIGP Member)*

In Partnership With



# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

---

## M E M O R A N D U M

Date: December 2, 2010

To: Sandy Lewandowski, Superintendent

From: Thomas Shultz, Director of Facilities

**RE: NEC Update**

The NEC project continues to move forward in small steps that do not require Board action but we want to keep the Board informed as to some of these key actions.

The following are items that have occurred recently or will be occurring in the near future:

- 11/18/10 \$29.8M federal QSCAB funds deposited in District 287 bank account
- 11/29/10 Demolition of actual brick & mortar of Hosterman initiated
- 11/30/10 Selection of materials for flooring, wall coverings & exterior components completed
- 11/30/10 TSP review of project budget estimates remain on track

### Best Value Events and Critical Dates

12/1/10	RFP Released for general contractor
12/15/10	Educational meeting & Pre Bid meeting
12/15/10	NEC Site Tour for potential bidders
1/17/11	Construction documents released
1/24/11	Last Day For questions [2:00 PM]
2/4/11	Critical Subcontractors RAVA Plan Due [2:00 PM]
2/7/11	Proposals Due [2:00 PM]
2/17/11	Interview of shortlisted vendors
2/18/11	Identification of potential general contractor
3/21/11	Pre Award meeting
3/24/11	School Board award of contract

We plan to cancel the December 21, 2010 Board Facilities Committee meeting as there are no Board level actions needed in the coming weeks. At the January 18, 2011 Facilities Committee meeting we will discuss the Best Value process with regard to Board oversight and budget and project monitoring. A sample of this report will be provided at this meeting.



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

**Regular Meeting – December 9, 2010**

**AGENDA SECTION: BOARD BUSINESS**

**ITEM: Superintendent Contract for July 1, 2011 to June 30, 2014**

**PRESENTED BY: Superintendent Contract Negotiations Committee  
Carol Bomben, Linda Johnson, Nancy Rowley, Greg Thielsen**

**1. Background Information**

Superintendent Lewandowski's current employment contract will expire on June 30, 2011. The Superintendent Contract Negotiations Committee is asking the School Board to consider the attached proposed contract for Superintendent Lewandowski for July 1, 2011 to June 30, 2014.

The contract contains the following recommendations:

1. The Superintendent's base salary be frozen for the 2011-2012 and 2012-2013 school year. The Superintendent's base salary for the 2013-2014 school year may be negotiated, but the amount shall not decrease. (Section V.A)
2. The Superintendent's retention incentive (formerly called longevity pay) be frozen for all three years of the contract. (Section V.B.)
3. The Superintendent be provided greater flexibility by being eligible to convert any remaining accumulated vacation days to a 403(b) or Healthcare Savings Account (HSA) upon retirement. (Section VI.B)
4. The Superintendent's health care plan change from the \$500 deductible plan to the \$1000 deductible plan, and the district's contribution to the Superintendent's health care reimbursement account increase from \$400 to \$800 each year. Add language to have the Superintendent receive single coverage under administrator's contract if the current plan is unavailable. . (Section VII.A)
5. The Superintendent be provided with term life insurance of \$500,000 instead of two times her annual salary at an additional cost of \$162.72 per year (Section VII.C)
6. The Superintendent be provided greater flexibility to convert accumulated vacation/sick days to a 403(b) in addition to an HSA. (Section XI.A)
7. The Superintendent be provided greater flexibility upon termination to convert unused vacation/sick days to a HSA or a tax-sheltered annuity. (Section XI.B)

The committee reviewed the following information to make these recommendations.

1. Superintendent Lewandowski's 2008-2011 contract and the 2008-2011 negotiation committees notes
2. Requests from Superintendent Lewandowski
3. Counsel from attorney Sara Ruff including answers to all our questions, comments on the current 2008-2011 contract and recommendations for the 2011-2014 contract.
4. Comments from board members
5. Current and projected superintendent salary/benefits compensation
6. Member district superintendent contracts  
(Note--Each contract is unique and reflects the needs of that specific district. The contracts are so varied that it is difficult to make accurate comparisons.)
7. District Employee Unit Contracts for 2009-2011
8. "Reemployment after Retirement" article by Charles Kyte of Minnesota Association of School Administrators (MASA.)

2. **Fiscal Impact/Funding Source:** **The 2011-2014 Superintendent Contract costs an additional \$237.27 per year compared to the 2008-2011 contract.**

3. **RECOMMENDED ACTION:** **It is recommended that the School Board enter into a third contract with Superintendent Sandra Lewandowski, for the period July 1, 2011 through June 30, 2014 to perform the duties of Superintendent of Schools of Intermediate District 287.**

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

Second by: \_\_\_\_\_ Yes \_\_\_\_ Failed \_\_\_\_

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

## SUPERINTENDENT'S CONTRACT

The School Board of Joint Independent School District No.287, hereinafter referred to as Intermediate School District 287, 1820 North Xenium Lane, Minneapolis, Minnesota 55441, enters into this Contract with Sandra Lewandowski, a legally qualified and licensed administrator, who agrees to perform the duties of Superintendent of Schools of Intermediate School District No. 287, commencing July 1, 2011.

The School District and the Superintendent agree as follows:

### I. APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with Minnesota Statutes § 123B.143, subd. 1.

### II. LICENSURE

The Superintendent shall furnish throughout the life of this Contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules, and regulations.

### III. DURATION, EXPIRATION, TERMINATION, AND MUTUAL CONSENT

- A. Duration: This contract is for a term of three years commencing July 1, 2011 and ending June 30, 2014. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided by law (Minn. Stat. § 122A.40, subd. 9 or 13) or by written resignation.
- B. Subsequent Contract: Pursuant to Minn. Stat. § 123B.143, subd. 1, the School Board and Superintendent may not enter into a subsequent contract more than 365 calendar days prior to the expiration of this Contract. Further, any subsequent contract would be contingent upon the Superintendent completing the terms of this Contract. Without modifying or waiving its discretionary authority under Minn. Stat. § 123B.143, subd. 1, the School Board hereby declares its present intent to notify the Superintendent no later than six (6) months prior to the expiration of this contract as to whether it intends to offer or not offer the Superintendent a subsequent contract. If the decision is to not offer a subsequent contract, the Superintendent may then request a meeting with the School Board to discuss its intentions, and reasons therefor, and the ways in which any concerns of the School Board might be addressed by the parties. The School Board may thereafter act to offer a subsequent contract contingent upon the Superintendent completing the terms of this Contract. The parties understand and agree that whether or not the School Board gives the six (6) months notice to the Superintendent as provided herein, this Contract shall expire at the end of the term specified above.

- C. Expiration: This Contract shall expire at the end of the term specified in Section III.A. hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with Minn. Stat. § 123B.143, subd. 1.
  
- D. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in Minn. Stat. §122A.40, subd. 9 or 13. Except for purposes of definition of cause, the provisions of Minn. Stat. § 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause, as defined in Minn. Stat. § 122A.40, subd. 9 or 13, it shall notify the Superintendent in writing of proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days after the receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Superintendent to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.
  
- E. Mutual Consent: This contract may be modified or terminated at any time by the parties by mutual consent.

#### IV. DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of District 287; shall direct and assign teachers and other District 287 employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves District 287 subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District, and, in general, perform all duties incident to the office of the Superintendent. The Superintendent shall faithfully perform the duties and services as may be

prescribed by the School Board from time to time whether or not such duties and services are specifically described in this Contract or in any general job description. The Superintendent shall abide by all policies, regulations, rules, procedures and statutes established by the School Board, the State of Minnesota and federal law. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio, non-voting member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

## V. SALARY

- A. The Superintendent shall be paid an annual salary of \$189,371.00 (one hundred eighty-nine thousand, three hundred and seventy-one dollars) for the 2011-12 school year; and \$189,371.00 (one hundred eighty-nine thousand, three hundred and seventy-one dollars) for the 2012-13 school year. The amount to be paid to the Superintendent for the 2013-14 school year will be negotiated by the parties to this Agreement, but such amount shall be at least \$189,371.00 (one hundred eighty-nine thousand, three hundred and seventy-one dollars). The salary shall be paid in twenty-four (24) equal installments during each contract year, or such other payroll cycle adopted by the School District. The Superintendent's daily rate of pay shall be calculated by dividing the Superintendent's annual salary at the time of conversion by 240.
- B. In addition to the salary established in Section V.A., the Superintendent shall receive \$15,000.00 (fifteen thousand dollars) in each year of this contract as a retention incentive, recognizing the value of retaining her services. This compensation shall be paid in equal installments during each school year.

## VI. BASIC WORK YEAR AND LEAVE

- A. Basic Work Year: The Superintendent's duty year shall be from July 1 through June 30 of each year as provided herein. The Superintendent shall be on duty during any emergency, natural or unnatural, unless the Superintendent is otherwise excused in accordance with School Board administrative policy.
- B. Vacation: At the beginning of this contract, the Superintendent will be credited with unused vacation days she accumulated during her employment in other positions with the School District. The Superintendent will earn thirty-five (35) days of annual paid vacation each contract year. At least one-half (1/2) of the annual vacation must be taken each year, and the remainder may be accumulated to a maximum of forty-seven (47) days. The accumulated vacation days will be reduced by any accumulated vacation days converted pursuant to Article XI. Upon termination of employment, the Superintendent shall be entitled to contribute any remaining accumulated vacation days to the Superintendent's 403(b) tax-sheltered annuity or post-retirement health care savings account, pursuant to Section XI.B.

- C. Holidays: The Superintendent will be entitled to twelve (12) paid holidays each contract year which are designated by the School Board.
- D. Sick Leave: The Superintendent shall earn paid sick leave at the rate of twenty-one (21) days per year. Unused sick leave days may be accumulated to a maximum of sixty-three (63) days. The foregoing amounts of accumulated sick leave days will be reduced by any accumulated sick leave days converted pursuant to Article XI. Upon termination of employment, the remaining accumulated sick leave days will be contributed pursuant to Section XI.B.
- E. Bereavement: The Superintendent shall have the use of five (5) days of bereavement leave per year for immediate family (spouse, child, parent, or sibling). Four (4) days of bereavement leave per year may be used for other than immediate family.
- F. Disability: If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, District 287 shall provide additional paid sick leave at a salary equal to 100 percent of the Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.
- G. Medical Leave:
  - 1. Statutory Reference: The Superintendent and School Board agree to incorporate by reference and be bound by the provisions of Minnesota Statutes §122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.
  - 2. Procedure. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to Minnesota Statutes §122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, at District 287's expense for up to one (1) year from the beginning of the leave. Thereafter, the Superintendent

shall pay to the District 287 the entire premium for such programs as the Superintendent wishes to retain. If medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to Minnesota Statutes §122A.40, Subd. 12.

## VII. INSURANCE

The School District shall provide the Superintendent with the following Board approved insurance programs:

- A. Health and Hospitalization and Dental: The School District shall pay 100% of the premium for single coverage under the District's \$1000.00 deductible plan for the Superintendent's health, hospitalization and dental insurance coverage. In addition, the School District shall contribute \$800.00 each year to the Superintendent's Health Reimbursement Account ("HRA").

If the above-described coverage is no longer available to School District employees during the term of this contract, the Superintendent will receive single coverage according to the terms of the contract between the School District and administrators.

- B. Medical Examination: The Superintendent shall have a comprehensive medical examination not less than once every two years. A summary document from the examining physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board, upon its request. The cost of the examination not covered by the insurance program of the School District shall be paid by the School District.
- C. Term Life Insurance: The Superintendent shall be provided with term life insurance coverage in the amount of \$500,000.00 (five hundred thousand dollars).
- D. Liability Insurance: The School District shall provide liability insurance coverage, including errors and omissions and public liability insurance coverage against liability for claims pertaining to or out of the performance of duties by the Superintendent in an amount not less than one million dollars (\$1,000,000) aggregate coverage or in the amounts established by Minn. Stat. § 466.04 as of this date or as subsequently amended, whichever is greater, to the extent such coverage and amount can be obtained.
- E. Long Term Disability: The Superintendent shall be provided long term disability coverage consistent with the Superintendent's annual salary and the School District's long-term disability plan.

For a period of one year from the date of a qualifying disability, the

Superintendent shall continue, at District expense, to receive the hospitalization and medical insurance, dental insurance, term life insurance, long-term disability insurance and medical trust benefits set out in this Contract. Thereafter, these benefits will be available to the Superintendent at the Superintendent's sole expense.

- F. Retirement Plan – TRA: The District shall make annual TRA contributions at a rate prescribed by Statute.
- G. Tax-Sheltered Annuity: The Superintendent shall be eligible to participation in a tax-sheltered annuity established pursuant to the Internal Revenue Code, 26 U.S.C. Section 403(b), Minn. Stat. § 123B.02, subd. 15, as amended, and School District Policy, and to make, during the term of this contract, any and all elections and decisions necessary for such participation.

The School District will match the Superintendent's participation up to two thousand dollars (\$2,000) annually.

- I. Insurance Upon Retirement: If the Superintendent retires prior to the age of Medicare/Medicaid eligibility, the Superintendent may elect to continue participation in a group hospitalization plan and group dental plan with the School District assuming full responsibility for the premium cost of single coverage, as described in Section VII.A. until Medicare/Medicaid eligibility.
- J. Insurance Claims: The Superintendent understands and agrees that the eligibility of any person, including the Superintendent and any dependents, for the above benefits shall at all times be governed by the terms and provisions of the insurance policies and plans purchased by the School District. The School District's sole obligation is to purchase said policies or plans and pay such amounts as agreed to herein. The Superintendent agrees that no claims shall be made against the School District as a result of a denial of insurance benefits under said policies or plans by the provider thereof.

## VIII. AUTOMOBILE

The School District shall provide the Superintendent with a monthly allowance of eight hundred dollars (\$800) for business use of the Superintendent's private automobile pursuant to Minn. Stat. § 471.665, subd. 3.

## IX. MEMBERSHIPS, CONFERENCES, AND MEETINGS

The School District shall pay all legally valid expenses and fees for membership in professional organizations and attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall advise the School Board of all meetings and shall periodically report to the Board relative to all meetings and

conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by District procedures, and consistent with the amounts provided for such use in the School District's general fund budget.

## X. OUTSIDE ACTIVITIES

While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent.

Notwithstanding the foregoing, the Superintendent shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior notice to the School Board, and the School Board may require that the Superintendent use vacation time for such activities.

## XI. TAX SHELTERED CONTRIBUTIONS

- A. Accrued Benefit Conversion: Annually, by December 15, the Superintendent may make an irrevocable election to designate any number of days up to the limits described in Section VI of this Contract of the Superintendent's then accumulated vacation and/or sick leave days for the purpose of funding a contribution to (1) a health care savings account pursuant to Minnesota Statutes Section 352.98 and the Internal Revenue Code, 26 U.S.C. Sections 105 and 106, or (2) a tax-sheltered annuity established pursuant to the Internal Revenue Code, 26 U.S.C. Section 403(b), in an amount and in a manner consistent with the applicable plan, laws and regulations. Any such election shall permanently reduce the days of vacation and sick leave that may be accumulated for payout purposes pursuant to Section VI. For purposes of this conversion, the Superintendent's daily rate of pay at the time of conversion will apply.
- B. Contributions Upon Termination. Upon termination of employment, any remaining accumulated vacation and/or sick leave, not previously contributed pursuant to Section XI.A, will be distributed at the Superintendent's option either directly into the Superintendent's 403(b) tax-sheltered annuity or post-retirement health care savings account, as permitted by the applicable plans, laws and regulations.
- C. Plan Documents. The School District and the Superintendent agree to cooperate in the development of such plan documents as are necessary to implement the provisions of this section in compliance with state and federal law.

## XII. ANNUAL CONTRIBUTION

At the end of each year she completes as Superintendent, the Superintendent shall receive an annual payment equal to fifteen days of pay at the then applicable daily rate of pay. The parties recognize this payment is intended to be used for post-retirement expenses.

## XIII. ESTATE PAYMENT

In the event of the death of the Superintendent during the term of this Contract, and at the time of death the Superintendent would have been entitled to receive (upon termination of employment) unconverted, accumulated sick leave and vacation days under sections VI. B and D and Section XI of this Contract, then those amounts shall be paid to the Superintendent's estate in accordance with applicable Minnesota statutes.

## XIV. INDEMNIFICATION AND PROVISION OF COUNSEL

In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

## XV. SAVINGS CLAUSE

In the event any provision of this Contract is found by a court of law to be invalid, the remainder of the Contract shall remain in full force and effect.

## XVI. JURY DUTY

In the event the Superintendent is called to serve on jury duty, she will be excused from her regular duties, she will continue to receive salary and benefits according to this contract, and she will remit to the School District any per diem and expenses she receives from sources other than the School District in connection with her jury duty service.

This contract shall be effective only upon signature of the Officers of the School Board, for authorization for such signature was taken by the School Board in appropriate action recorded in its Minutes.

IN WITNESS THEREOF, I have  
subscribed my signature this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010

\_\_\_\_\_  
Superintendent

IN WITNESS THEREOF, I have  
subscribed my signature this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Board Clerk

*Subscribed and sworn to before me this*  
\_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
*Notary Public*

## SUPERINTENDENT'S CONTRACT

The School Board of Joint Independent School District No.287, hereinafter referred to as Intermediate School District 287, 1820 North Xenium Lane, Minneapolis, Minnesota 55441, enters into this Contract with Sandra Lewandowski, a legally qualified and licensed administrator, who agrees to perform the duties of Superintendent of Schools of Intermediate School District No. 287, commencing July 1, 20~~11~~<sup>10</sup>8.

The School District and the Superintendent agree as follows:

### I. APPLICABLE STATUTE

This Contract is entered into between the School District and the Superintendent in conformance with Minnesota Statutes § 123B.143, subd. 1.

### II. LICENSURE

The Superintendent shall furnish throughout the life of this Contract a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules, and regulations.

### III. DURATION, EXPIRATION, TERMINATION, AND MUTUAL CONSENT

- A. Duration: This contract is for a term of three years commencing July 1, 20~~11~~<sup>10</sup>8 and ending June 30, 201~~4~~<sup>4</sup>. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent or unless terminated as provided by law (Minn. Stat. § 122A.40, subd. 9 or 13) or by written resignation.
- B. Subsequent Contract: Pursuant to Minn. Stat. § 123B.143, subd. 1, the School Board and Superintendent may not enter into a subsequent contract more than 365 calendar days prior to the expiration of this Contract. Further, any subsequent contract would be contingent upon the Superintendent completing the terms of this Contract. Without modifying or waiving its discretionary authority under Minn. Stat. § 123B.143, subd. 1, the School Board hereby declares its present intent to notify the Superintendent no later than six (6) months prior to the expiration of this contract as to whether it intends to offer or not offer the Superintendent a subsequent contract. If the decision is to not offer a subsequent contract, the Superintendent may then request a meeting with the School Board to discuss its intentions, and reasons therefor, and the ways in which any concerns of the School Board might be addressed by the parties. The School Board may thereafter act to offer a subsequent contract contingent upon the Superintendent completing the terms of this Contract. The parties understand and agree that whether or not the School Board gives the six (6) months notice to the Superintendent as provided herein, this Contract shall expire at the end of the term specified above.

- C. Expiration: This Contract shall expire at the end of the term specified in Section III.A. hereof. At the conclusion of its term, neither party shall have any further claim against the other, and the School District's employment of the Superintendent shall cease, unless a subsequent Contract is entered into in accordance with Minn. Stat. § 123B.143, subd. 1.
- D. Termination During the Term: The Superintendent's employment may be terminated during the term of this Contract only for cause as defined in Minn. Stat. §122A.40, subd. 9 or 13. Except for purposes of definition of cause, the provisions of Minn. Stat. § 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause, as defined in Minn. Stat. § 122A.40, subd. 9 or 13, it shall notify the Superintendent in writing of proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days after the receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Superintendent to the School Board's proposed action, and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.
- E. Mutual Consent: This contract may be modified or terminated at any time by the parties by mutual consent.

#### IV. DUTIES

The Superintendent shall have charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of District 287; shall direct and assign teachers and other District 287 employees under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves District 287 subject to the approval of the School Board; shall select all personnel subject to the approval of the School Board; shall, from time to time, suggest policies, regulations, rules, and procedures deemed necessary for the School District, and, in general, perform all duties incident to the office of the Superintendent. The Superintendent shall faithfully perform the duties and services as may be

prescribed by the School Board from time to time whether or not such duties and services are specifically described in this Contract or in any general job description. The Superintendent shall abide by all policies, regulations, rules, procedures and statutes established by the School Board, the State of Minnesota and federal law. The Superintendent shall have the right to attend all School Board meetings and all School Board and citizen committee meetings, serve as an ex-officio, non-voting member of the School Board and all School Board committees, and provide administrative recommendations on each item of business considered by each of these groups.

## V. SALARY

- A. The Superintendent shall be paid an annual salary of ~~\$178,500.00 (one hundred seventy-eight thousand, five hundred dollars) for the 2008-09 school year; \$183,855.00 (one hundred eighty-three thousand, eight hundred and fifty-five dollars) for the 2009-10 school year; and \$189,371.00 (one hundred eighty-nine thousand, three hundred and seventy-one dollars) for the 2010-11 school year.~~ \$189,371.00 (one hundred eighty-nine thousand, three hundred and seventy-one dollars) the 2011-12 school year; and \$189,371.00 (one hundred eighty-nine thousand, three hundred and seventy-one dollars) for the 2012-13 school year. The amount to be paid to the Superintendent for the 2013-14 school year will be negotiated by the parties to this Agreement, but such amount shall be at least \$189,371.00 (one hundred eighty-nine thousand, three hundred and seventy-one dollars) The salary shall be paid in twenty-four (24) equal installments during ~~the each~~ contract year, or such other payroll cycle adopted by the School District. The Superintendent's daily rate of pay shall be calculated by dividing the Superintendent's annual salary at the time of conversion by 240.
- B. In addition to the salary established in Section V.A., the Superintendent shall receive \$10,000.00 (ten thousand dollars) in 2008-09; \$12,500.00 (twelve thousand, five hundred dollars) in 2009-10; and \$15,000.00 (fifteen thousand dollars) in 2010-11 each year of this contract as longevity pay retention incentive, recognizing her years of service the value of retaining her services. This compensation shall be paid in equal installments during each school year.

Formatted: Highlight

## VI. BASIC WORK YEAR AND LEAVE

- A. Basic Work Year: The Superintendent's duty year shall be from July 1 through June 30 of each year as provided herein. The Superintendent shall be on duty during any emergency, natural or unnatural, unless the Superintendent is otherwise excused in accordance with School Board administrative policy.
- B. Vacation: At the beginning of this contract, the Superintendent will be credited with unused vacation days she accumulated during her employment in other positions with the School District. The Superintendent will earn ~~six (6) weeks~~ thirty-five (35) days of annual paid vacation each contract year. At least one-half (1/2) of the annual vacation must be taken each year, and the

**Comment [A1]:** Due to a mistake in transcription, the 2008-11 contract stated 6 weeks of salary, when 7 weeks was actually negotiated. A signed handwritten change to 7 weeks appears on the signed copy.

remainder may be accumulated to a maximum of forty-seven (47) days. The accumulated vacation days will be reduced by any accumulated vacation days converted pursuant to Article XI. Upon termination of employment, the Superintendent shall be entitled to ~~convert remaining accumulated vacation days to a cash value by using the Superintendent's daily rate of pay~~ contribute any remaining accumulated vacation days to the Superintendent's 403(b) tax-sheltered annuity or post-retirement health care savings account, pursuant to Section XI.B.

Formatted: Indent: Left: 0.63"

- C. Holidays: The Superintendent will be entitled to twelve (12) paid holidays each contract year which are designated by the School Board.
- D. Sick Leave: The Superintendent shall earn paid sick leave at the rate of twenty-one (21) days per year. Unused sick leave days may be accumulated to a maximum of sixty-three (63) days. The foregoing amounts of accumulated sick leave days will be reduced by any accumulated sick leave days converted pursuant to Article XI. Upon termination of employment, the remaining accumulated sick leave days will be contributed pursuant to Section XI.B.
- E. Bereavement: The Superintendent shall have the use of five (5) days of bereavement leave per year for immediate family (spouse, child, parent, or sibling). Four (4) days of bereavement leave per year may be used for other than immediate family.
- F. Disability: If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, District 287 shall provide additional paid sick leave at a salary equal to 100 percent of the Superintendent's regular salary until the expiration of the waiting period for long term disability insurance.
- G. Medical Leave:
  - 1. Statutory Reference: The Superintendent and School Board agree to incorporate by reference and be bound by the provisions of Minnesota Statutes §122A.40, Subd. 12 relating to suspension and leave of absence for health reasons.
  - 2. Procedure. If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence pursuant to Minnesota Statutes §122A.40, Subd. 12, the Superintendent shall, upon request, be granted a medical leave of absence, without pay, up to one year in duration. The School Board may, in its discretion, extend

such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written statement from a physician outlining the condition of health and estimated time at which the Superintendent is expected to be able to resume normal responsibilities. The Superintendent, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, at District 287's expense for up to one (1) year from the beginning of the leave. Thereafter, the Superintendent shall pay to the District 287 the entire premium for such programs as the Superintendent wishes to retain. If medical leave of at least one full year is granted pursuant to this section, the Superintendent voluntarily waives any right to a leave of absence to which the Superintendent might otherwise be entitled pursuant to Minnesota Statutes §122A.40, Subd. 12.

## VII. INSURANCE

The School District shall provide the Superintendent with the following Board approved insurance programs:

A. Health and Hospitalization and Dental: The School District shall pay 100% of the premium for single coverage under the District's ~~\$500~~1000.00 deductible plan for the Superintendent's health, hospitalization and dental insurance coverage. In addition, the School District shall contribute ~~\$8~~400.00 each year to the Superintendent's Health Reimbursement Account ("HRA").

If the above-described coverage is no longer available to School District employees during the term of this contract, the Superintendent will receive single coverage according to the terms of the contract between the School District and administrators.

Formatted: Indent: Left: 0.63"

Formatted: Indent: Left: 0.94"

A-B. Medical Examination: The Superintendent shall have a comprehensive medical examination not less than once every two years. A summary document from the examining physician certifying the fitness of the Superintendent to perform the duties of the position shall be provided to the School Board, upon its request. The cost of the examination not covered by the insurance program of the School District shall be paid by the School District.

B-C. Term Life Insurance: The Superintendent shall be provided with term life insurance coverage in the amount of ~~two times the Superintendent's annual salary~~\$500,000.00 (five hundred thousand dollars).

C-D. Liability Insurance: The School District shall provide liability insurance coverage, including errors and omissions and public liability insurance coverage against liability for claims pertaining to or out of the performance of duties by the Superintendent in an amount not less than one million dollars (\$1,000,000) aggregate coverage or in the amounts established by Minn. Stat. § 466.04 as of

this date or as subsequently amended, whichever is greater, to the extent such coverage and amount can be obtained.

~~D-E~~ Long Term Disability: The Superintendent shall be provided long term disability coverage consistent with the Superintendent's annual salary and the School District's long-term disability plan.

For a period of one year from the date of a qualifying disability, the Superintendent shall continue, at District expense, to receive the hospitalization and medical insurance, dental insurance, term life insurance, long-term disability insurance and medical trust benefits set out in this Contract. Thereafter, these benefits will be available to the Superintendent at the Superintendent's sole expense.

~~E-F~~ Retirement Plan – TRA: The District shall make annual TRA contributions at a rate prescribed by Statute.

~~E-G~~ Tax-Sheltered Annuity: The Superintendent shall be eligible to participation in a tax-sheltered annuity established pursuant to the Internal Revenue Code, 26 U.S.C. Section 403(b), Minn. Stat. § 123B.02, subd. 15, as amended, and School District Policy, and to make, during the term of this contract, any and all elections and decisions necessary for such participation.

The School District will match the Superintendent's participation up to two thousand dollars (\$2,000) annually.

- I. Insurance Upon Retirement: If the Superintendent retires prior to the age of Medicare/Medicaid eligibility, the Superintendent may elect to continue participation in a group hospitalization plan and group dental plan with the School District assuming full responsibility for the premium cost of single coverage, as described in Section VII.A. until Medicare/Medicaid eligibility.
- J. Insurance Claims: The Superintendent understands and agrees that the eligibility of any person, including the Superintendent and any dependents, for the above benefits shall at all times be governed by the terms and provisions of the insurance policies and plans purchased by the School District. The School District's sole obligation is to purchase said policies or plans and pay such amounts as agreed to herein. The Superintendent agrees that no claims shall be made against the School District as a result of a denial of insurance benefits under said policies or plans by the provider thereof.

## VIII. AUTOMOBILE

The School District shall provide the Superintendent with a monthly allowance of eight hundred dollars (\$800) for business use of the Superintendent's private automobile pursuant to Minn. Stat. § 471.665, subd. 3.

## IX. MEMBERSHIPS, CONFERENCES, AND MEETINGS

The School District shall pay all legally valid expenses and fees for membership in professional organizations and attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the School Board. The Superintendent shall advise the School Board of all meetings and shall periodically report to the Board relative to all meetings and conferences attended. The Superintendent shall file itemized expense statements to be processed and approved as provided by District procedures, and consistent with the amounts provided for such use in the School District's general fund budget.

## X. OUTSIDE ACTIVITIES

While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent. Notwithstanding the foregoing, the Superintendent shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior notice to the School Board, and the School Board may require that the Superintendent use vacation time for such activities.

## XI. TAX SHELTERED CONTRIBUTIONS

- A. Accrued Benefit Conversion: Annually, by December 15, the Superintendent may make an irrevocable election to designate any number of days up to the limits described in Section VI of this Contract of the Superintendent's then accumulated vacation and/or sick leave days for the purpose of funding a contribution to (1) a health care savings account pursuant to Minnesota Statutes Section 352.98 and the Internal Revenue Code, 26 U.S.C. Sections 105 and 106, or (2) a tax-sheltered annuity established pursuant to the Internal Revenue Code, 26 U.S.C. Section 403(b), in an amount and in a manner consistent with the applicable plan, laws and regulations. Any such election shall permanently reduce the days of vacation and sick leave that may be accumulated for payout purposes pursuant to Section VI. For purposes of this conversion, the Superintendent's daily rate of pay at the time of conversion will apply.
- B. Contributions Upon Termination. Upon termination of employment, any remaining accumulated vacation and/or sick leave, not previously contributed pursuant to Section XI.A, will be distributed as follows: ~~seventy five percent (75%) will be deposited at the Superintendent's option either~~ directly into the Superintendent's 403(b) tax-sheltered annuity ~~and twenty five percent (25%)~~

~~shall be deposited in the Superintendent's or~~ post-retirement health care savings account, as ~~permitted by the applicable plans, laws and regulations.~~

- C. Plan Documents. The School District and the Superintendent agree to cooperate in the development of such plan documents as are necessary to implement the provisions of this section in compliance with state and federal law.

## XII. ANNUAL CONTRIBUTION

At the end of each year she completes as Superintendent, the Superintendent shall receive an annual payment equal to fifteen days of pay at the then applicable daily rate of pay. The parties recognize this payment is intended to be used for post-retirement expenses.

## XIII. ESTATE PAYMENT

In the event of the death of the Superintendent during the term of this Contract, and at the time of death the Superintendent would have been entitled to receive (upon termination of employment) unconverted, accumulated sick leave and vacation days under sections VI. B and D and Section XI of this Contract, then those amounts shall be paid to the Superintendent's estate in accordance with applicable Minnesota statutes.

## XIV. INDEMNIFICATION AND PROVISION OF COUNSEL

In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify the Superintendent to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

## XV. SAVINGS CLAUSE

In the event any provision of this Contract is found by a court of law to be invalid, the remainder of the Contract shall remain in full force and effect.

## ~~XVI. MOBILE PHONE EXPENSES~~

Formatted: Bullets and Numbering

~~Recognizing the need for the Superintendent to communicate from off-site locations in the performance of her duties, the School District will reimburse the Superintendent for purchase of a SMART phone and related monthly service fees and connectivity charges~~

~~for electric correspondence. Such reimbursement is anticipated to be approximately \$55.00 per month for the duration of this contract.~~

~~XVII.~~XVI.JURY DUTY

Formatted: Bullets and Numbering

In the event the Superintendent is called to serve on jury duty, she will be excused from her regular duties, she will continue to receive salary and benefits according to this contract, and she will remit to the School District any per diem and expenses she receives from sources other than the School District in connection with her jury duty service.

This contract shall be effective only upon signature of the Officers of the School Board, for authorization for such signature was taken by the School Board in appropriate action recorded in its Minutes.

IN WITNESS THEREOF, I have

subscribed my signature this \_\_\_\_\_ day

of \_\_\_\_\_, 20~~10~~05

\_\_\_\_\_  
Superintendent

IN WITNESS THEREOF, I have

subscribed my signature this \_\_\_\_\_ day

of \_\_\_\_\_, ~~2005~~2010

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Board Clerk

*Subscribed and sworn to before me this*

\_\_\_\_\_ day of \_\_\_\_\_, ~~2005~~2010

\_\_\_\_\_

*Notary Public*

**MEMORANDUM**

**TO: MEMBERS OF INTERMEDIATE DISTRICT 287 GOVERNING BOARD**

**FROM: SARA RUFF**

**RE: COMPARISON OF EXISTING 2008-11 AND PROPOSED 2011-14  
CONTRACT BETWEEN SUPERINTENDENT SANDY LEWANDOWSKI  
AND INTERMEDIATE DISTRICT 287**

**DATE: DECEMBER 3, 2010**

This table will compare the language of the existing (2008-11) contract between Superintendent Lewandowski and ISD 287 with the proposed (2011-14) contract terms developed by the committee.

<b>Paragraph</b>	<b>Proposed Language for 2011-14</b>	<b>Explanation</b>	<b>Language from 2008-11 contract</b>
I. Applicable Statute	No change	N/A	Same
II. Licensure	No change	N/A	Same
III. Duration	No change	N/A	3-year term
IV. Duties	No change	N/A	Same
V. Salary	Freeze salary at FY 2011 rate (\$189,371) for two years.  Possibility to negotiate higher rate for third year.  Keep longevity payment at \$15,000 for each year, renamed as a "retention incentive," "recognizing the value of retaining her services."	Superintendent proposed this rate of salary and longevity pay.  Language change from "longevity pay" to "retention incentive" better reflects reason for additional payment.	Longevity was added to the 2008-11 contract, at \$10,000 (FY 09), \$12,500 (FY 10) and \$15,000 (FY 11), "recognizing her years of service."

VI. Basic Work Year and leave	<p>State vacation as 35 days instead of 7 weeks.</p> <p>VI.B. has been changed to allow accumulated vacation days to be contributed to 403(b) account or post-retirement health care savings account.</p>	Stating number of days is clearer.	Previously accumulated vacations days could be converted to cash value upon termination.
VII. Insurance	<p>Change insurance plan to \$1000 deductible plan, and contribute \$800 each year to the Superintendent's health care reimbursement account.</p> <p>Add language to have Superintendent receive single coverage under administrator's contract if current plan is unavailable.</p> <p>Increase term life insurance coverage to \$500,000.</p>	<p>The \$500 deductible plan is no longer available, necessitating a move to a higher deductible plan. The increased contribution to HRA is intended to offset the deductible increase.</p> <p>Supt. asked for an increase in coverage to three times annual salary. Increasing to \$500,000 could be done for \$162.72 additional cost.</p>	<p>\$500 deductible plan \$400 contribution to HRA</p> <p>Term life insurance coverage in the amount of two times annual salary.</p>
VIII. Automobile	No change	N/A	Same
IX. Memberships, conferences and Meetings	No change	N/A	Same
X. Outside Activities	No change	N/A	Same
XI. Tax Sheltered	To the extent permitted by law, accrued sick	Superintendent requested this change for greater	Accrued sick and vacation days could

Contributions	<p>and vacation leave benefits may be designated by December 15 of each year to fund a health care savings account <u>or</u> a 403(b) tax-sheltered annuity.</p> <p>Upon termination, remaining accrued vacation and/or sick leave benefits may be designated to health care savings account or TSA.</p>	flexibility. No monetary impact to the district caused by this change.	be designated to fund a health care savings account, but not a 403(b) tax-sheltered annuity.
XII. Annual Contribution	No Change	N/A	Same
XIII. Estate Payment	No change	N/A	Same
XIV. Indemnification and Provision of Counsel	No change	N/A	Same
XV. Savings Clause	No change	N/A	Same
XVI. Mobile Phone Expenses	Delete	A cell phone and other technology necessary to perform the essential functions of the position should be provided, without the need to include them in the contract.	Reimbursement for purchase of SMART phone and related monthly service fees.
XVII. Jury Duty	No change	N/A	Same

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

Regular Meeting – December 9, 2010

**AGENDA SECTION:** BOARD BUSINESS

**ITEM:** Officer Election Process

**PRESENTED BY:** Board Chair Johnson

**1. Background Information**

Chair Johnson will recommend for approval the new nominating committee. Nominating committee members are Michèle Kunz, Chair, Ann Bremer, and Peyton Robb.

**2. Fiscal Impact/Funding Source: None**

**3. RECOMMENDED ACTION: Board approval of Nominating as presented.**

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

Second by: \_\_\_\_\_ Yes \_\_\_\_ Failed \_\_\_\_

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

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

ANNUAL ORGANIZATIONAL MEETING OF THE BOARD

THURSDAY, January 27, 2011

6:00 PM – Board Room – District Service Center

**AGENDA**

(20 Minutes)

Page #

**1. CALL TO ORDER (Action)**

Chair Johnson will convene the meeting and preside until the January 2011 – December 2011  
Chair has been selected.

1.1 Introduction of new Board member .....

1.2 Oath of Office – All board members shall take the oath of office conducted by the  
Superintendent:

**OATH OF OFFICE – INTERMEDIATE DISTRICT 287  
BOARD MEMBER  
JANUARY 2011 – DECEMBER 2011**

*“I, (state your name), do solemnly swear that I will support  
the Constitution of the United States and the Constitution of the  
State of Minnesota, and that I will faithfully and justly perform  
and discharge all the duties of the office and trust, which I now  
assume as a member of the Board of Intermediate School  
District 287, to the best of my judgment and ability.”*

*Please sign the Oath of Office (gold) form which will be in your board folder.  
Please leave form in the folder for Wauneen to process.*

1.3 Roll Call and Determination of Quorum.....A  
The January 2011 – December 2011 Board roster is attached as (Attachment 1.3).

**2. NOMINATING COMMITTEE REPORT**

xxxx xxxxx, Nominating Committee Chair, will present the recommended slate for board officers.  
After election of “2.1”, the newly elected board chair will preside over the meeting.

2.1 Election of Board Chair.....A

*Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_*

2.2 Election of Board Vice-Chair.....A

*Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_*

2.3 Election of Board Clerk.....A

*Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_*

2.4 Election of Board Treasurer.....A

*Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_*

### 3. ORGANIZATIONAL BUSINESS

#### 3.1 Operations

*(Please note: All forms which require your completion, have been posted on BoardBook and a hard copy is placed in your folder for your convenience.)*

##### 3.1a Meeting Schedule for the Year..... A

The January 2011 – December 2011 board meeting schedule is attached (Attachment 3.1a). The meetings will be held on the second and fourth Thursdays except for the months of April, July, August, November and December when the schedule was adjusted for Holidays and Winter Break.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

##### 3.1b Recitation of Pledge of Allegiance..... A

The 287 Board approved a motion on June 19, 2003 to waive the recitation of the Pledge of Allegiance. Please see (Attachment 3.1c & 3.1c.1) for supporting information. A motion is necessary to continue to waive the recitation of the Pledge.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

#### 3.2 Finance

##### 3.2a Appointment of Assistant Treasurer (Attachment 3.2a)..... A

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

##### 3.2b Appointment for Money Wire Transfers (Attachment 3.2b)..... A

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

##### 3.2c Appointment of Financial Institutions..... A (Attachment 3.02c)

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

##### 3.2d Designation of Official Newspapers (Attachment 3.2d)..... A

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

##### 3.2e Board Sunshine Annual Report..... A

This fund is used to buy floral/memorial gifts for fund members and their families. Donors to the fund include board members, Sandy Lewandowski and Wauneen Mgeni. A motion is necessary to authorize a one-time \$10 deduction from each board member to replenish funds in this account; currently the account has a balance of \$xxx.xx.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

##### 3.2f Authorization for Superintendent to Sign Contracts..... R

#### **RESOLUTION AUTHORIZING THE SUPERINTENDENT TO EXECUTE CONTRACTS FOR JANUARY 2011 – DECEMBER 2011 CALENDAR YEAR.**

*The Board of Education for Intermediate District 287 hereby authorizes the Superintendent of Schools to sign contracts and purchase orders for goods and services contained within the Board approved budget. Specific Board authorization and compliance with bid requirements is required for transactions in amounts greater than the minimum amount for which bids are required.*

Motion \_\_\_\_\_ Second \_\_\_\_\_ Roll Call Vote \_\_\_\_\_

3.2g Legal Counsel Appointment.....A

It is recommended that the following persons be designated as District Legal Counsel for January 1, 2011 – December 31, 2011:

Sara J. Ruff, Laura Tubbs Booth, and E. Jaynie Leung, independent contractors providing legal services to the Intermediate and its member districts; Anne C. Becker, Director of Human Resources; and other legal counsel selected by the Superintendent as necessary to conduct the business, and protect the legal interests, of the District.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

3.2h Board Compensation.....A

Effective January 2008, the compensation was set at \$275/month or \$3,300/year for Board Members and the Board Chair receive an additional \$83.33/month or \$1000/year; the rate will remain the same. All members of the board may receive reimbursement for transportation at the provided rate. The Federal Mileage Rate will be decreasing from 55.0 cents per mile to 50.0 cents per mile effective January 1, 2011.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

3.2i Resolution Appointing School District Responsible Authority.....R

An annual resolution is necessary to meet data privacy reporting requirements as set forth by the State of Minnesota.

*BE IT RESOLVED, pursuant to the provisions of  
MN Statutes, Section 13.02, subdivision 16, as amended,  
Sandra Lewandowski is hereby appointed  
Responsible Authority for Intermediate District 287.*

*BE IT FURTHER RESOLVED, Sandra Lewandowski is hereby authorized  
to take all actions necessary to assure that all programs,  
administrative procedures and forms used within Intermediate District 287  
are administered in compliance with the provision of Minnesota Statutes, Section 13,  
as amended, and with rules as lawfully promulgated by the  
Commissioner of Administration as published in the State Register,  
Copyright 2003 by the Office of Reviser of Statutes, State of Minnesota.*

Motion \_\_\_\_\_ Second \_\_\_\_\_ Roll Call Vote \_\_\_\_\_

3.3 Information

3.3a Board Member Contact Information.....I

A board member roster containing home address info, email addresses, phone numbers, and in some cases work information, is shared. This document is to be considered confidential and information should not be shared without permission. Please check your personal information and contact Wauneeen if changes or additions are necessary.

3.3b 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.

4. ADJOURNMENT.....A

A motion is necessary to adjourn the organizational meeting and reconvene for the general board meeting.

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Adjourned @ \_\_\_\_\_ PM.

# AMSD

# CONNECTIONS

News and Updates from the Association of Metropolitan School Districts

December 2010  
vol 8 • no 3

## AMSD Calendar

**December 17, 2010**  
**Executive/Legislative**  
**Committee Meeting,**  
7:30 a.m., TIES Building,  
St. Paul

**Legislative Preview**  
**January 7, 2011**  
8:00 a.m.—10:00 am  
Grand Hall  
TIES Building, St. Paul

**January 19, 2011**  
**8:00 AM—12:00 PM**  
**2010 AMSD Winter**  
**Conference**  
*"Building a Bridge to*  
*the Next Generation of*  
*Public Education"*  
Grand Hall,  
TIES Building, St. Paul

**January 28, 2011**  
**Executive/Legislative**  
**Committee Meeting,**  
7:30 a.m., TIES Building,  
St. Paul

## AMSD's Mission

*To advocate for state  
education policy that enables  
metropolitan school districts to  
improve student learning.*



Association of  
Metropolitan School Districts

## From the Chair:

Last month the AMSD Board of Directors approved a platform for the 2011 legislative session. The platform is outlined on pages 4 and 5 of the newsletter.

The platform sets forth recommendations to address both the short and long-term challenges facing school districts in Minnesota. It also recognizes that state policymakers are facing a daunting \$6 billion state budget shortfall.

Given the state budget situation, the platform calls on state policymakers to reduce and eliminate burdensome mandates and increase flexibility for school districts so they can respond to their local needs and challenges. It also asks the governor and legislators to allow locally elected school boards to renew an existing operating referendum by a majority vote of the school board. This is not a groundbreaking recommendation. Prior to 1992, there was no restriction on how long a referendum remained in place – once it was approved by the voters, it continued at the discretion of the school board. It is also important to note that this would not result in a property tax increase as it continues an existing referendum at the same rate.

The platform also includes some specific recommendations to help close the achievement gap. Investing in early childhood education, expanding the extended time program and building on the community school concept would greatly equalize learning opportunities for our students.

Another important factor in closing the achievement gap is ensuring that all of our students have an effective teacher and that our schools are led by strong administrators. The AMSD platform includes a call for the creation of a comprehensive longitudinal data system, enhancing teacher and principal evaluations and improving our teacher preparation programs.

Finally, the platform calls for transforming the current funding system to better align resources with the needs of today's students. A new funding framework needs to support the expansion of on-line learning opportunities, the creation of personal learning plans for students and expanding opportunities for students to graduate from high school early.

AMSD board members stand ready to work with state policymakers on these important proposals. The 2011 legislative session will undoubtedly be challenging, but it also offers opportunities to bring about needed reform and enhanced flexibility for locally elected school boards.

*Patsy Green, school board member from Robbinsdale Area Schools, is chair of AMSD.*

## Eden Prairie Schools: Striving to Improve Learning Conditions For All

*"Change is hard because people overestimate the value of what they have—and underestimate the value of what they may gain by giving that up."*

— James Belasco and Ralph Stayer

**E**den Prairie Schools is leading educational change—the kind of change that a number of metropolitan school districts will be faced with in the coming years. The Eden Prairie District has a solid reputation for excellence, and yet, district leaders know it's time to make changes in how they serve students in order to ensure long-term, continued success.

This past year, administrators worked with parents and members of the community to come up with solutions to some of the challenges they, and many other districts, are facing—an achievement gap, demographically imbalanced schools, and isolated students. The proposed solutions are laudable: a move to Prek-6 schools and new, integrated elementary school boundaries.

### **Change is Difficult**

The proposal has drawn praise from many parents and community leaders. The Star Tribune noted: “The truth is, district administrators are seeking a change that will extend a good education to more students. That would be a positive thing -- even for those most vehemently opposed to the change. Communities of any kind become stronger when more students do well in school.”

And local area faith leaders have said that “maintaining the status quo means maintaining two Eden Prairies, isolating one part of the community from another. That goes against the religious values we uphold each Thanksgiving. All of our traditions teach us that we are called to be one, that we are called to end division and to create opportunities for everyone to thrive.”



But change is never easy. Since the new, proposed boundary map was shared with the community in October, there have been emotional input sessions, an organized protest, a petition, and a number of negative letters to the editor in the community's newspapers.

### **The Proposal**

Families were notified during the 2009-10 school year that a boundary change would be needed as the district transitions from four k-4 elementary schools to five Prek-6 schools beginning with the 2011-12 school year. This board-approved reconfiguration will reduce building-to-building transitions and maximize student-to-teacher relationships with smaller cohorts of children as well as staff.

*Continued on page 3*

## Equitable Learning Opportunities For All Students

*Continued from page 2*

The proposed boundaries for next fall will make the Prek-6 configuration possible while balancing enrollment. Currently, some elementary schools in the district are crowded while others have excess space. In addition, the parents and staff on Eden Prairie's boundary task force determined that this was the time to create greater demographic balance among the schools.

Right now, one elementary school has as much as 42% Free & Reduced Priced Lunch (FRP) students while another school has only two percent of its population qualifying for FRP. The parents and staff on the task force worked to eliminate this disparity and the new boundaries would accomplish that goal by giving every elementary school in the district about a 20% FRP population.



"Nationwide, the data are overwhelmingly clear," said Myron Orfield, the executive director of the Institute on Race & Poverty at the University of Minnesota. "Racial and social integration benefits all kids. Integration raises graduation rates, college attendance and earnings for nonwhite and poor students and enhances the ability of white and middle-class kids to think critically and operate effectively in our increasingly diverse international economy. It reduces prejudice."

Superintendent Melissa Krull has been resolute in working to create high quality learning environments for every child in the Eden Prairie School District. "I'm very firm in my determination and obligation to serve all students. We, as a district and as a community have a responsibility to serve our students equitably," urged Krull.

"Under the superintendent's leadership, we've seen nothing but an improvement in test score results," said Glenn Singleton, CEO and president of Pacific Educational Group, who has consulted with Eden Prairie for years on its goal to eliminate the achievement gap. He called Krull "bold and courageous. A really forward-thinking leader. She's a national leader in this work."

### **Broad Support**

Eden Prairie's latest proposal to improve learning conditions for all students by reconfiguring and integrating its schools reflects the kind of leadership Minnesota needs to be a successful and prosperous state. School leaders across this state and country have taken notice and called to offer support and encouragement. That is also why the Minnesota Minority Education Partnership, the Institute on Race and Poverty, the West Metro Education Program and others have applauded and encouraged Eden Prairie school leaders to continue on the path of ensuring equitable learning opportunities for all of their students.

As Belasco and Stayer put it, let us not overestimate what we currently have while underestimating the value of the improvements we need to pursue—for the sake of all our students.

*This month's member spotlight was submitted by Rep. Carlos Mariani, executive director of the Minnesota Minority Education Partnership and the chair of the House K-12 Education Policy and Oversight Committee.*

## 2011 AMSD Legislative Platform

**M**innesota was once considered a national leader in innovation and excellence in public education. We routinely led the nation in student test scores and graduation rates. We were the brainpower state. Over the last few decades, however, that vision and commitment have waned. At the same time, expectations for our public schools have increased dramatically. With the baby boom generation rapidly approaching retirement, the mission of public education must be to graduate ALL of our students from high school prepared to enter a post-secondary training program.

To accomplish this new mission, we must transform the current funding and delivery system. The current system was designed for a different age and a different mission. Global competition, rapidly changing technology and the need to constantly innovate requires that all students gain an education comparable to the level of the highest performing students a generation ago. However, achieving this unprecedented goal will require new investments. It will also require that state policymakers and educators do things differently and think creatively with the bold leadership that was once a Minnesota hallmark.

State policymakers must act strategically in both the short and long-term if Minnesota is to be successful in developing the educated workforce we need to succeed as a state. In the short-term, bold action is needed to stabilize the current system. At the same time, we must lay the groundwork to transform to a new system focused on delivering a customized education to students based on their individual learning needs.

### **STABILIZE FUNDING**

The State faces a historic budget challenge that has left school districts with fewer resources and greater challenges. AMSD member school districts have made over \$285 million in budget reductions including laying off almost 1,700 employees over the past two years. It is critical that the Governor and Legislature take immediate steps to stabilize education funding and increase flexibility for school districts as the state recovers from the economic crisis.

To protect education funding, balance the state budget and stabilize the state's fiscal system, the AMSD Board recognizes that all options must be on the table including state tax increases and a delay in paying back the education accounting shifts. In addition, the Governor and Legislators should:

- Maintain the state's funding commitment to education
- Allow school boards to renew an existing operating referendum by a majority vote of the school board
- Eliminate the \$25 per pupil penalty for not reaching a contract settlement by January 15
- Recognize the critical role public education plays in shaping Minnesota's future and the importance of a stable school environment by classifying teachers as essential employees
- Repeal the maintenance of effort requirement associated with safe schools revenue
- Give school districts greater flexibility to transfer funds from the operating capital, food service and debt service accounts to the general fund
- Repeal the two percent staff development set aside requirement

### **ADOPT INITIATIVES TO CLOSE THE ACHIEVEMENT GAP**

Minnesota's population is becoming increasingly diverse. As the baby boom generation moves toward retirement, it is critical that ALL of our students be prepared to fill future job openings. While Minnesota students on the whole measure up favorably in national and even international comparisons, a persistent achievement gap remains for our students of color. Not only does the achievement gap raise important moral and social questions, it also raises profound economic challenges for the state.

*Continued on page 4*

---

**AMSD Members:** Anoka-Hennepin, Bloomington, Brooklyn Center, Burnsville, Columbia Heights, East Metro Integration District 6067, Eden Prairie, Edina, Elk River, Fridley, Hopkins, Intermediate District 287, Intermediate District 917 (Associate Member), Inver Grove Heights, Mahtomedi, Minneapolis, MSU Mankato Center for Engaged Leadership (Associate Member), Minnetonka, Mounds View, Intermediate School North St. Paul/Maplewood/Oakdale, Northeast Metro District 916 (Associate Member), Northwest Suburban Integration District (Associate Member), Orono, Osseo Area Schools, Richfield, Robbinsdale, Roseville, Rosemount-Apple Valley-Eagan, Shakopee, South St. Paul, Spring Lake Park, St. Anthony/New Brighton, St. Cloud, St. Louis Park, St. Paul, Stillwater, TIES (Associate Member), Wayzata, West Metro Education Program, West St. Paul, and White Bear Lake.

# 2011 AMSD Legislative Platform

*Continued from page 3*

The first step toward closing the achievement gap is closing the readiness gap. Too many Minnesota children are not prepared to enter kindergarten. Research shows that investments in early childhood education and full day kindergarten yield a significant return on investment. It is time for the Governor and Legislature to act boldly and implement evidence-based programs that have a proven track record in closing the achievement gap and raising achievement levels for all students.

- Establish an equalized early learning levy to provide school districts a source of revenue for early childhood education, school readiness programs and full day kindergarten.
  - Expand the Extended Time Program so school districts can extend the school day, week and/or year for students not making adequate yearly progress on the state assessments
  - Allow locally elected school boards to determine their school calendar including setting the starting date of the school year as well as allowing school districts to collaborate to establish a common calendar
- Establish pilot projects to allow more school districts to develop community schools which allow students access to the range of services that will help them succeed

## **INCREASE TEACHER AND ADMINISTRATOR EFFECTIVENESS**

Research shows a strong correlation between student achievement and the quality of the teacher in the classroom. Likewise, strong administrative leadership is an integral ingredient in a high quality school. Recruiting and retaining quality teachers and principals must be a top priority for the state. Toward that end, the Governor and Legislature should:

- Direct the Department of Education to develop and implement a comprehensive longitudinal data system to help personalize student instruction, enhance professional development and evaluate the effectiveness of teacher training programs
- Create alternate, rigorous pathways to licensure for aspiring teachers and principals
- Require the Department of Education to develop a model evaluation tool for teachers and principals that differentiates effectiveness based on multiple measures
- Maintain and enhance the Alternative Teacher Professional Pay System (ATPPS). Modify the ATPPS formula to ensure that intermediate school districts are able to participate in the program
- Require all teacher preparation programs to train prospective teachers to effectively use data to improve student instruction
- Require teacher and administrator training programs to provide training in cultural competence
- Amend the continuing contract law to ensure school districts are able to retain the most effective teachers

## **TRANSFORM THE EDUCATION FUNDING SYSTEM**

The *New Minnesota Miracle* proposal provides a framework for developing a new funding and delivery system. This framework simplifies the current funding system and identifies the resources necessary to allow school districts to meet requirements established in state and federal laws. Importantly, the framework creates a new innovation revenue funding stream that can be used to develop state and local partnerships to transform the way services are delivered to students. The new framework should support:

- Developing on-line instructional and learning resources
  - Creating personal learning plans for students
  - Providing learning opportunities 24 hours a day, 7 days a week, 365 days a year
  - Expanding opportunities for students to graduate from high school early
- Developing community schools that provide wrap around social services to meet the needs of individual students

The Governor and Legislature should adopt a new funding system based on the New Minnesota Miracle Framework and phase it in over time as the state recovers from the global recession.



# History in the MAKING

## 90th Annual Leadership Conference

January 13-14, 2011 • Minneapolis Convention Center

- Phase I, January 11  
Hyatt Regency Hotel, Minneapolis
- Afternoon Early Bird & Phase II, January 12  
Hyatt Regency Hotel, Minneapolis
- Evening Early Birds, January 12  
Minneapolis Convention Center



# Conference at a Glance

Unless noted, registration begins 30 minutes before the programs.

## Tuesday, January 11

- 6:30 p.m. – 9 p.m. Phase I Orientation (Hyatt Regency)  
6:30 p.m. – 9:30 p.m. Charter School Board Member Training (Hyatt Regency)

## Wednesday, January 12

- 9 a.m. – 3:30 p.m. Phase II Orientation (Hyatt Regency)  
9 a.m. – 4 p.m. Charter School Board Member Training (Hyatt Regency)  
1 p.m. – 4 p.m. Afternoon Early Bird: Constructive Superintendent Evaluation (Hyatt Regency)  
7 p.m. – 9 p.m. Evening Early Birds:  
Bargaining Basics or The Next Generation Economy:  
A New Normal (Minneapolis Convention Center)

## Thursday, January 13

- 7:30 a.m. Registration  
8 a.m. Exhibit Hall opens  
8 a.m. – 9:30 a.m. Exhibitor Academy presentations  
8:30 a.m. Board skills sessions  
8:30 a.m. Board Chair Q & A with MSBA  
9:15 a.m. General Session – Ross Bernstein  
11:15 a.m. Show and Tell  
11:30 a.m. – 3:30 p.m. Exhibitor Academy presentations  
11:30 a.m. Recognition Luncheon  
1 p.m. Director District Discussions  
2:30 p.m. Workshops  
3:45 p.m. Workshops  
4:50 p.m. Roundtables

## Friday, January 14

- 7:30 a.m. Registration & Exhibit Hall opens  
8 a.m. Roundtables  
8 a.m. – 10:30 a.m. Exhibitor Academy presentations  
9:15 a.m. Workshops  
10:15 a.m. Closing Session – Howell Wechsler  
Noon Adjourn

For a complete agenda and workshop descriptions, go to [www.mnmsba.org](http://www.mnmsba.org). Register for housing online at [www.mnmsba.org](http://www.mnmsba.org) or call 888-947-2233 between 9 a.m. and 3 p.m. Reserve your rooms at reduced rates before December 10.

Thanks to Ratwik, Roszak and Maloney, P.A., for supporting the printing and mailing of this conference brochure.

# Featured Speakers



**Thursday, January 13**

**Ross Bernstein**

**The Champion's Code**

Author and motivational speaker Ross Bernstein will illustrate just what it takes to become the best of the best, while also exploring the fine line between cheating and gamesmanship in sports as it relates to ethics and accountability in the workplace. Ross talks about taking responsibility and about doing things the right way, with respect, to not just survive in the “new economy” — but to thrive in it on your own terms. By the end of the session everybody will be able to clearly define their own “Code.”

The author of nearly 50 books, Bernstein has appeared on thousands of television and radio programs over his career, including CNN, NPR and ESPN, as well as on the covers of *The Wall Street Journal*, *New York Times* and *USA Today*. As an internationally recognized motivational keynote speaker, Ross uses inspirational sports stories as a metaphor for life and for business to energize and connect his audiences — challenging them to not just be ordinary, but to make a difference and be extraordinary.

– Ross Bernstein's presentation is sponsored by Ehlers.



**Friday, January 14**

**Howell Wechsler**

**Promoting Health & Academic Achievement  
through School Health Policies & Programs**

School boards have a unique opportunity to make their schools places where children can be healthy. By developing physical education standards, training food service directors and demanding nutritious foods, and by putting nutrition and phy ed standards in to the school improvement plan, districts in Minnesota can improve not only student health, but student achievement.

Howell is the director of the Division of Adolescent and School Health for the Centers for Disease Control. His work earned him the Milton J. E. Senn Award from the American Academy of Pediatrics for achievement in the field of school health. He earned a doctorate in health education from Teachers College, Columbia University, served six years as project director for Washington Heights-Inwood Healthy Heart Program in New York City, and joined the CDC in 1995 as a health scientist before being named director in 2005. He is the lead author of CDC's *Guidelines for School Health Programs to Promote Lifelong Healthy Eating* and helped develop the *School Health Index: A Self-Assessment and Planning Guide*.

– Howell Wechsler's presentation is sponsored by FAF Advisers.

# Pre-Conference Extras

Registration begins 30 minutes before the program.

## Phase I

6:30 p.m.–9:00 p.m., Tuesday, January 11

Hyatt Regency Hotel, Minneapolis

Tuition: \$55; walk-ins add \$10

Help new board members hit the ground running with this session. Phase I covers the role of the school board, the role of the superintendent, and common scenarios facing new board members.

## Phase II

8:45 a.m.–3:30 p.m., Wednesday, January 12

Hyatt Regency Hotel, Minneapolis

Tuition: \$110; walk-ins add \$15

Presented by MSBA staff and state experts. Phase II includes the financial training school boards are required to have by state law. The session also covers core topics such as the budget, school financing, local levies, policies, significant laws affecting school boards, collective bargaining and personnel issues.



## Afternoon Early Bird

### Constructive Superintendent Evaluation

Presenter: Sandy Gundlach,  
Director of School Board Services

1 p.m.–4 p.m., Wednesday, January 12

Hyatt Regency Hotel, Minneapolis

Tuition: \$60; walk-ins add \$10

Make your superintendent's evaluation a positive experience for both the board and your school leader. Learn about a process you can use to develop a constructive evaluation with MSBA's forms. Join us for an interactive learning opportunity focused on superintendent performance evaluation.

# Pre-Conference Extras: Evening Early Birds



## **Bargaining Basics**

7 p.m.–9 p.m., Wednesday, January 12

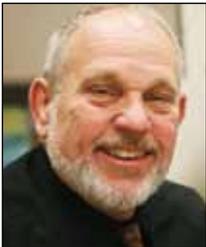
Minneapolis Convention Center

Tuition: \$60; walk-ins add \$10

Presenters: Bob Lowe, Director of Management Services; and Amy Fullenkamp-Taylor, Associate Director of Management Services



Negotiating employee contracts is one of a board's most important responsibilities – it's also among the board's most complex, technical and political duties. This session will provide negotiators with a review of basic negotiation strategies, as well as an understanding of PELRA and other applicable laws. This is essential training for new negotiators and a great refresher for veteran negotiators.



## **The Next Generation Economy: A New Normal**

7 p.m.–9 p.m., Wednesday, January 12

Minneapolis Convention Center

Tuition: \$60; walk-ins add \$10

Presenters: Tom Gillaspy, Minnesota State Demographer; and Tom Stinson, Minnesota State Economist



Changes in Minnesota's economy and a budget challenge near \$6 billion have combined to create projections in job recovery and household income that will create a new normal. See how Minnesota's New Normal will affect everything from health care to K-12 education and gain information to help your board deal with these changing trends so your district can adjust.

# Workshop Topics & Special Features

Workshop Topics: A complete list with descriptions is available at [www.mnmsba.org](http://www.mnmsba.org).

Some of the featured workshops include: College Readiness in the 21st Century; What Superintendents Say About School Board Relationships; Bullying Prevention; Conflicts of Interest for School Board Members; Increasing MCA Scores by 15 Percent; The Art and Science of Successful Partnerships; Four-Day School Weeks; Public Relations on a Shoestring Budget; and much more!

## Special Features

### Skills Sessions

Join us Thursday morning for special sessions on the nitty-gritty aspects of school boarding: the Open Meeting Law, superintendent and board relationships; and legislative advocacy. There's also a special session for board chairs to talk to MSBA Executive Director Bob Meeks about what districts need from the association.

### Show and Tell

Visit with proud Minnesota students who are showcasing unique programs from their schools.

### Recognition Luncheon

Celebrate the accomplishments of Minnesota's school leaders at Thursday's luncheon. Registration is required.

### Roundtables

Join us for two 20-minute Thursday sessions at 4:50 p.m., and three rounds of information-packed 20-minute sessions Friday at 8 a.m. in the Exhibit Hall. These informal sessions are a great chance for questions and answers with an expert in a small-group setting. Topics this year include using social media effectively, cash-flow borrowing, federal reform programs and more.

### Exhibitor Academy

Sit in on 14 half-hour sessions offered by exhibitors from our 2011 trade show. Topics include classroom audio, analyzing

### Why attend MSBA's Leadership Conference?

You'll leave the conference with...

1. Renewed energy and passion for your important work.
2. Advice from state and national experts.
3. New friendships with school leaders from across the state.
4. Ideas to boost student achievement.
5. Strategies for better governance.
6. Information about educational trends.
7. Guidance for strengthening your leadership team.
8. A sense of camaraderie and shared vision for Minnesota's future.
9. Program ideas to replicate in your own district.
10. Appreciation of your MSBA membership – this outstanding conference is free!

construction management fees, playground safety and compliance, using federal stimulus grants and the basics of property and casualty insurance.

### **Director District Discussions**

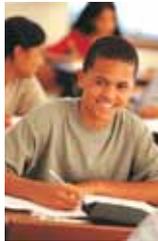
Your MSBA district representatives will be setting aside time to meet with regional board members to discuss issues of concern. There will also be elections for the MSBA Board of Directors in Director District 1 (southeast MN), Director District 3 (southwest MN), Director District 4 (west metro), Director District 10 (west-central MN), and Director District 12 (northwest MN). MSBA's election booth will be open to take votes for your candidates from 1:45 to 5 p.m. Thursday and 8 to 10 a.m. Friday at the conference.



Ratwik, Roszak & Maloney, P.A.

You need guidance.  
We give direction.

*Providing Over 20 Years of Service to Schools.*



### ***Focusing on all areas of School Law***

Labor Negotiations and Employment Law  
School Business Affairs • Special Education  
Construction and Land Acquisition • Investigations

300 U.S. Trust Building • 730 Second Avenue S. • Minneapolis, MN 55402  
Phone: (612) 339-0060 • Fax: (612) 339-0038 • [www.ratwiklaw.com](http://www.ratwiklaw.com)

*A Law Firm Dedicated Specifically to Your Needs.*

There is no fee required for the conference, but your superintendent must register attendees for the Recognition Luncheon and Early Birds by January 5. Cancellations will be refunded until January 7. On-site registration, add \$10. Register online at [www.mmmsba.org](http://www.mmmsba.org), fax to 507-931-1515, or send form to MSBA, 1900 W. Jefferson Ave., St. Peter, MN 56082-3015.

District Name and Number	Superintendent Evaluation \$60	Bargaining Basics \$60	The New Normal \$60	Recognition Luncheon \$30	TOTAL DOLLARS
<input type="radio"/> Supt.					
<input type="radio"/> Board					
<input type="radio"/> Board					
<input type="radio"/> Board					
<input type="radio"/> Board					
<input type="radio"/> Board <input type="radio"/> Guest					
<input type="radio"/> Board <input type="radio"/> Guest					
<input type="radio"/> Board <input type="radio"/> Guest					
<input type="radio"/> Guest <input type="radio"/> Admin.					
<input type="radio"/> Guest <input type="radio"/> Admin.					
					<b>TOTAL</b>

Additional registrants may be listed on a separate page.

Payment Enclosed     Invoice the district

# School Board Planning Calendar 2011

**(TENTATIVE)**

1 <sup>st</sup> Meeting of the Month		2 <sup>nd</sup> Meeting of the Month	
<p><del><b>JANUARY 13, 2011</b></del>  <b>Board meeting has been <u>CANCELED</u> due to MSBA Leadership Conference</b>  <b>JANUARY 27, 2011 (Start Time 6:30 PM)</b>  <i>Organizational Meeting</i></p>			
<p>Oath of Office                      Bloomington Withdrawal Update                      Financial Report December                      Legislative Initiatives</p>		<p>Election of Board Officers                      FY10 Audit                      NEC Facility Committee Report                      Strategic Plan Review &amp; Measurement Report - Steve will be here.</p>	
<p><b>FEBRUARY 10, 2011</b>                      Superintendent Mid-Year Evaluation Report                      (Closed Session)</p>		<p><b>FEBRUARY 24, 2011</b>                      Financial Report February                      Staff Reduction ULA Resolution Changes for following Yr                      FY11 Budget Revision &amp; FY12 Budget Assumptions                      Program Withdrawal Report                      ALC Plus Update                      Diversity Report</p>	
<p><b>MARCH 10, 2011</b></p>		<p><b>MARCH 24, 2011</b>                      Financial Report February                      NEC Facility Committee Report                      Program Reduction Resolution                      Reduction ULA for tenured staff                      FY2012 Preliminary Budget Update</p>	
<p><b>APRIL 28, 2011</b>  <i>(Only one Board meeting this month!)</i></p>			
<p>Spotlight DVD Presentation                      Financial Report March                      Superintendent &amp; Board Evaluation Update</p>		<p>NEC Facility Committee Report                      Long Range Facilities Planning Presentation                      Proposed District 287 School Calendar 2011-2012</p>	
<p><b>MAY 12, 2010</b>                      PBIS Data Update</p>		<p><b>MAY 26, 2011</b>                      Financial Report April                      Audit Open Items &amp; Requirements changes                      Staff Reduction ULA Resolution                      PLC Data Report Highlights                      Non- Tenured Non-Renewals &amp; Probationary Non-Licensed Clerical Layoffs                      North Education Center (NEC) Facility Community Report</p>	
<p><b>JUNE 9, 2011</b>                      Superintendents Evaluation</p>	<p>Financial Report May                      PLC Data Report                      2010-11 Budget                      NEC Facility Committee Report                      Attachment 10 Performance Criteria &amp; Health &amp; Safety</p>	<p><b>JUNE 23, 2011</b>                      Final ULA Resolution for Licensed Staff                      Board Evaluation                      Health &amp; Safety Assessment 99 Report                      Superintendent &amp; School Board Evaluation to plan for Board Retreat outcomes</p>	

**INFORMATIONAL ITEMS TO REMEMBER:**

**\*\* Pay Equity Report - (every three years - due in January 2012)**  
**Board TLC**

**Board role in setting/supporting goals**  
**Community use of Facilities Bucket**

# School Board Planning Calendar 2011

## (TENTATIVE)

1 <sup>st</sup> Meeting of the Month	2 <sup>nd</sup> Meeting of the Month
<b>JULY 28, 2011</b> <i>(Only one Board meeting this month!)</i>	
C-Train Update Health and Medical Bucket NEC Facility Committee Report	Financial Report June Legislative Session Review & Implications for District Operations
<b>AUGUST 25, 2011</b> <i>(Only one Board meeting this month!)</i>	
Administrative Services PLC Financial Report July Report on Crisis Planning (Michelle Axell – 10 minutes) Determine NEC Size & Cost Option	Approval of Cash Flow Borrowing Resolution NEC Facility Committee Report School Start Up Program Report “Top Things Board Members Should Know About Our 2010-2011 Start-Up” (Colleen, Laura, and Jane)
<b>SEPTEMBER 8, 2011</b> Superintendent Goals Bloomington – Closed Session	<b>SEPTEMBER 22, 2011</b> Financial Report August Resolution to Borrow PLC’s Results/Goals MDE Final Special Education Monitoring Report NEC Facility Committee Report Resolution to Authorize Financing for NEC Report on Crisis Planning
<b>OCTOBER 13, 2011</b> Prior Year Agenda Review Restraints and Seclusion – Instructional Report Resolution for Sale of Bonds for NEC Cash Flow Borrowing	<b>OCTOBER 27, 2011</b> Financial Report September Strategic Plan Update/Innovative Coach NEC Facility Committee Report
<b>NOVEMBER 10, 2011</b> <i>(Only one Board meeting this month!)</i>	
Financial Report October OPEB Reporting & Funding C-Train Report (Written Report) Food Service Resolution	Prior Year Unaudited Fund Balance Report NEC Facility Committee Report Resolution for Settlement of Bonds for NEC Facilities Management Update
<b>DECEMBER 8, 2011</b> <i>(Only one Board meeting this month!)</i>	
Financial Report November Facilities Management Update - Energy Audit Digital Copy Certificate (Written Report)	Prior Year Audit Review NEC Facility Committee Report Legislative Initiatives

### INFORMATIONAL ITEMS TO REMEMBER:

\*\* Pay Equity Report - (every three years - due in January 2012)  
 Board TLC

Board role in setting/supporting goals  
 Community use of Facilities Bucket

**INTERMEDIATE DISTRICT 287**  
**December 9, 2010**  
**SCHOOL BOARD CALENDAR**

## December 2010

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

## January 2011

<del>13</del>	<del>Thursday</del>	<del>General Board Meeting</del>	<del>6:30PM</del>	<del>Board Rm</del>
Board meeting has been <b>CANCELED</b> due to MSBA Leadership Conference				
18	Tuesday	Board Facilities Committee Meeting	8:30AM	Board Rm
27	Thursday	General Board Meeting	6:30PM	Board Rm

## February 2011

09	Wednesday	South Education Center Graduation	TBD	SEC Gym
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
27	Wednesday	Honors Mentor Connection Scholar's Forum	6:00PM	DSC – 3rd Floor
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
25	Wednesday	North Vista Graduation	7:00PM	North Vista Ed Ctr
26	Thursday	General Board Meeting	6:30PM	Board Rm

## June 2011

03	Friday	Prairie Center Alternative Graduation	10:00AM	EP Community Ctr
07	Tuesday	South Education Center Graduation	5:00PM	SEC Gym
08	Wednesday	City West Academy Graduation	10:00AM	Shady Oak
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
- ◆ General Board Meeting – Date Change
- ◆ New Event