

## **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 Meeting of the Board Minutes from June 28, 2018
  - 4.2. Routine Human Resources Activities for August 23, 2018
  - 4.3. Approval of the 2018-2019 Year End Summary of Donations
  - 4.4. Approval of Authorization of Issuance of Individual Procurement Cards (P-Cards)
  - 4.5. Approval of Designation of Identified Official with Authority for the MDE External User Access Recertification System
5. **SHARE THE SUCCESS & RECOGNITION - (5 minutes)** (*Information*)
  - 5.1. What Board Members Need to Know About “2018-2019 Back to School Start-Up” & New Staff Academy Highlights
6. **SUPERINTENDENT'S REPORT - (10 minutes)**
  - 6.1. Request for Approval of Memorandum of Understanding (MOU) for Therapeutic Teaching Model (Setting 4.5) Partnership with Wilder Foundation (*Action*)
7. **INSTRUCTIONAL REPORT - None**
8. **BUSINESS SERVICES & LABOR RELATIONS REPORT - (15 minutes)**
  - 8.1. Facilities Report - None
  - 8.2. Financial Report
    - 8.2.1. Approval of Routine Monthly Finance Report (*Action*)
  - 8.3. Human Resource Report - None
  - 8.4. Resolution for Member Districts Approving TIES Reorganization (*Resolution*)
9. **BOARD BUSINESS - (10 minutes)**
  - 9.1. Policy Review & Revision - None
  - 9.2. Board Reports
    - 9.2.1. Chair Report - None
    - 9.2.2. Upcoming Book Review and Board Discussion
    - 9.2.3. AMSD Report
      - 9.2.3.1. August 2018 AMSD Connections Newsletter
  - 9.3. District News
    - 9.3.1. School Board Planning Calendar
    - 9.3.2. August 23, 2018, Board Event Calendar
  - 9.4. Once Around the Table
10. **ADJOURNMENT**

**DISTRICT 287 REGULAR BOARD MEETING**  
**Intermediate District 287**  
**June 28, 2018**  
**MINUTES**

**1. CALL TO ORDER**

Chair Dean Henke 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	Jeffrey Palm
272	Eden Prairie	Greg Lehman
273	Edina	Regina Neville
270	Hopkins	Warren Goodroad
279	Osseo	Dean Henke
280	Richfield	Crystal Brakke
283	St. Louis Park	Nancy Gores
284	Wayzata	Andrea Cuene
277	Westonka	Heidi Marty

Absent: 278/Kunz, and 281/Tyrrell

Guests:

287 Administration: Sandra Lewandowski, Michelle Axell, Mae Hawkins, Tina Houck,  
Dr. Ben Silbergliitt, Dr. Elisabeth Rogers, and Wauneen Mgeni

287 Staff Members: Shawn Garvey

**2. APPROVAL OF GENERAL MEETING AGENDA**

The general meeting agenda was presented for approval. *Motion by Dean Henke, seconded by Greg Lehman, 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 June 14, 2018, Routine Monthly Finance Report for May 2018, Construction Report, Janitorial Services Contract, Literacy Grant (OGAN), Authorization of Issuance of Individual Procurement Cards (P-Cards), and routine human resource activities for June 28, 2018. *Motion by Dean Henke, seconded by Andrea Cuene, to approve the Consent Agenda as presented. Motion carried*

**5. SHARE THE SUCCESS & RECOGNITIONS – None**

**6. SUPERINTENDENT’S REPORT**

Superintendent Lewandowski introduced Valerie Dosland, Intermediate District 287, 916, and 917 Lobbyist. Valerie briefly discussed her history working with Intermediate Districts.

Sandy presented an update on the ALC future planning by member districts.

Sandy provided the Board the book “Blind Spot” for summer equity reading. Courtney Caldwell will lead a discussion in the fall regarding the learnings from the reading.

Sandy presented and recommended approval of the updated 2018-2019 District Organizational Chart. *Motion by Dean Henke, seconded by Regina Neville, to approve the updated 2018-2019 District Organizational Chart as presented. All in favor. Motion carried unanimously.*

**7. INSTRUCTIONAL REPORT**

Superintendent Lewandowski introduced Dr. Ben Silbergliitt, Measurement and Evaluation Specialist/Consultant. Ben presented an overview on Key Performance Indicators (KPI) for the 2017-2018 school year and discussed the future directions with KPIs.

**8. BUSINESS SERVICES & LABOR RELATIONS REPORTS**

**Facilities Report - None**

**Financial Report**

Mae Hawkins, Executive Director of Business Services, presented and recommended approval of the 2018-2019 Fees and Rates. *Motion by Dean Henke, seconded by Warren Goodroad, to approve the 2018-2019 Fees and Rates as presented. All in favor. Motion carried unanimously.*

**Human Resources Report**

Michelle Axell, Director of Human Resource, presented a resolution motion on the Elimination of Positions. *Resolution motion by Dean Henke, seconded by Heidi Marty, to waive the reading and approve the resolution relating to the Elimination of Positions as provided by the printed documentation shared. The following voted in favor: Brakke, Cuene, Goodroad, Gores, Lehman, Marty, Neville, Palm, and Henke. There were no abstentions or no votes cast. The resolution passed.*

At the recommendation of Board Chair Henke, *a motion was made by Dean Henke, seconded by Regina Neville, the school Board may hold a closed meeting to consider a strategy for labor negotiations, pursuant to Minn. Stat. §13D.03. All in favor. Motion carried unanimously.* The meeting was closed to the public at 8:25 PM. *A motion was made by Dean Henke, seconded Sherry Tyrrell, to reopen the general meeting. All in favor. Motion carried unanimously.* The general meeting reopened at 9:00 PM.

At the recommendation of Board Chair Henke, *a motion was made by Dean Henke, seconded by Crystal Brakke, to approve the Local 284 Tentative Agreement. All in favor. Motion carried unanimously.*

**9. BOARD BUSINESS**

**Policy Review & Revision - None**

**Chair Report**

Board member Cuene presented a brief update AMSD.

**Once Around the Table**

**10. ADJOURNMENT**

*Motion was heard and seconded to adjourn the meeting. Meeting adjourned at 9:15 PM.*

The next general meeting will be held on August 23, 2018, at 6:30 PM in the Anne Bremer Education Center – Multipurpose 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 – August 23, 2018**

**1. New Hires:**

**A. Additional Positions due to Increased Enrollment**

- Jessica Gross (current employee), D/HH Teacher at Ann Bremer Education Center, effective August 27, 2018 – Step 4, Lane 5 MA – 1.0 FTE.
- Monica Smith, Spanish Language Teacher for Northern Star Online, effective August 27, 2018 – Step 4, Lane 1 BA – 1.0 FTE.
- Sarah Magee, Board Certified Behavior Analyst for Itinerant Services, effective August 27, 2018 - Step 6 , Lane 6 MA +10 Credits – 1.0 FTE.
- Julia Berry (current employee), Equity Teacher for Teaching and Learning, effective August 27, 2018 – Step 11, Lane 5 MA – 1.0 FTE.
- Chad Jayasekera (current employee), District Wide Clinical Professional, effective August 27, 2018 – Step 9, Lane 6 MA +10 Credits – 1.0 FTE.
- Amy Lucker, EBD Teacher at South Education Center, effective August 27, 2018 – Step 11, Lane 5 MA – 1.0 FTE.
- Michelle Brown, Occupational Therapist for Itinerant Services, effective August 27, 2018 – Step 6, Lane 5 MA - .5 FTE.
- Samantha Peterson, School Nurse for Itinerant Services, effective August 27, 2018 – Step 5, Lane 1 BA – 1.0 FTE.
- Ashley Dauer, ASD Teacher at Ann Bremer Education Center, effective August 27, 2018 – Step 5, Lane 6 MA +10 Credits – 1.0 FTE.
- Kathryn MacNally, EBD Teacher at Ann Bremer Education Center, effective August 27, 2018 - Step 8, Lane 5 MA +10 Credits – 1.0 FTE.
- Melissa Brandenburg (current employee), Therapeutic Teaching Model Teacher at North Education Center, effective August 27, 2018 – Step 6, Lane 1 BA – 1.0 FTE.
- Mae Bullock (current employee), Literacy Specialist at North Education Center, effective August 27, 2018 – Step 4, Lane 2 BA +10 – 1.0 FTE.
- Jodi Hauck, Education Assistant for Northern Star Online, effective August 27, 2018 – Step 5, Lane 6 BA +10 Credits – 1.0 FTE.

- Nicole Maxa, Education Assistant for Northern Star Online, effective August 27, 2018 – Step 2, Lane 2 +15 Credits – 1.0 FTE
- Guadalupe Estrada Martinez, Education Assistant at South Education Center, effective August 27, 2018 - Step 3, Lane 4 +90 Credits - .875 FTE.
- Jenne Wiedemeier, Diploma On! Coordinator (grant funded), District Wide, effective August 20, 2018 – Grade 4, 12 month – 1.0 FTE
- Madison Hurst, Diploma On! Coordinator (grant funded), District Wide, effective August 20, 2018 – Grade 4, 12 month - .8 FTE.
- Carlos Connell-Torres, Assistant Supervisor for Teaching and Learning - Northern Star Online, effective July 31, 2018 – Grade 11, 12 month – 1.0 FTE.
- Dawn Peterson (current employee), Assistant Principal at Ann Bremer Education Center, effective July 30, 2018 – Grade 9, 12 month – 1.0 FTE.
- Rachel Macht, Administrative Support for ALC/CTE at HTC Eden Prairie, effective August 8, 2018 – Grade V, Step 3, 12 month – 1.0 FTE.
- Darcellia Hill, Administrative Support for Care & Treatment, effective August 14, 2018 – Grade IV, Step 3, 10 month – 1.0 FTE.

#### **B. Replacement for Transfers**

- Cathy Jo Tastsides, LD Teacher for Care and Treatment, for R.Kraay and S. Thompson, effective August 27, 2018 – Step 11, Lane 6 MA +10 Credits – 1.0 FTE.
- Catherine Roby, ASD Teacher at Ann Bremer Education Center, for C. Guild, effective August 27, 2018 – Step 7, Lane 5 MA – 1.0 FTE.
- Angelo Grant, School Social Worker at North Education Center, for C. Jayasekera, effective August 27, 2018 – Step 10, Lane 5 MA – 1.0 FTE.
- Michelle Kammers, School Counselor for Care and Treatment, for T. Reidt, effective August 27, 2018 – Step 3, Lane 5 MA – 1.0 FTE.
- Michael Paulson, Social Studies Teacher for Care and Treatment, for A. Ward, effective August 27, 2018 – Step 6, Lane 4 BA +30 Credits – 1.0 FTE.
- Jeremy Carlson, ASD Teacher for Care and Treatment, for K. Shearman, effective August 27, 2018 – Step 7, Lane 5 MA – 1.0 FTE.

- Crystal Johnson, EBD Teacher at Ann Bremer Education Center, for N. Frisch, effective August 27, 2018 – Step 2, Lane 5 MA – 1.0 FTE.
- Nicole Peterson, Reading Specialist at West Education Center, for C. Sohns effective August 27, 2018 – Step 11, Lane 5 MA – 1.0 FTE.
- Danielle Berry (current employee), Administrative Intern for Care and Treatment, for J. Hunter, effective July 1, 2018 – Grade 9, 12 month – 1.0 FTE.
- Katie Olson, Administrative Support for Itinerant Services, for J. Hanke, effective July 9, 2018 – Grade V, Step 3, 12 month – 1.0 FTE.

### **C. Replacement for Separations**

- Kenna Shearman (current employee), Social Emotional Learning Coordinator (SEL) for Care and Treatment, for L. Oberg, effective August 27, 2018 – Step 4, Lane 5 MA – 1.0 FTE.
- Jeremy Bauernfeind (current employee), Behavior Intervention Specialist at Ann Bremer Education Center, for J. Jacobs, effective August 27, 2018 – Step 5, Lane 5 MA – 1.0 FTE.
- Bridget Karvonen, Education Assistant for Care and Treatment, for A. Walsh, effective August 27, 2018 – Step 3, Lane 1 - .875 FTE.
- Tamika Hamer, Education Assistant at West Education Center, for K. Martin, effective August 27, 2018 – Step 10, Lane 5 BA - .875 FTE.
- Jekessa Johnson, Education Assistant at West Education Center, for P. Risper, effective August 27, 2018 – Step 2, Lane 1 - .875 FTE.
- Jacqueline Chance, Education Assistant at South Education Center, for J. Ikegboma, effective August 27, 2018 – Step 10, Lane 7 BA +20 Credits - .875 FTE.
- Whitney Barkley, Education Assistant at West Education Center, effective August 27, 2018 – Step 5, Lane 4 +90 Credits - .875 FTE.
- Kacey Laurent, Administrative IV Support at South Education Center Academy, for J. Wilson, effective August 20, 2108 – Step 3, Grade IV, less than 12 month – 1.0 FTE.

### **D. New Position**

- Retha Kraay, Literacy Specialist (grant funded), District Wide, effective August 27, 2018 – Step 7, Lane 5 MA – 1.0 FTE.

- Christin Sohns, Literacy Specialist (grant funded), District Wide, effective August 27, 2018 – Step 6, Lane 5 MA – 1.0 FTE.

## **2. Temporary Hires/Assignments:**

### **A. Assignments**

- Sean Burns, Facilities Maintenance Worker, effective July 9, 2018 through August 23, 2018.
- Mylenium Carter-Ly, Facilities Maintenance Worker, effective July 2, 2018 through August 31, 2018.
- Eleanor Coleman, Front Desk Substitute at the District Service Center, effective June 25, 2018 through January 1, 2019.
- Shai Hayo, Course Development Project for Northern Star Online, effective July 1, 2018 through July 22, 2018.
- Blake Komplin, Facilities Maintenance Worker, effective May 30, 2018 through August 15, 2018.
- Chris McClure, Administrative Support for Student Services Division, effective July 1, 2018 through June 30, 2019.
- Linda Oberg, SEL Coordinator for Care & Treatment, effective July 12, 2018 through August 16, 2018.
- George Petros, School Social Worker, District Wide, effective September 4, 2018 through June 7, 2019.
- Lawrence Reed, Facilities Maintenance Worker, effective August 1, 2018 through August 21, 2018.
- Gloria Rothermal, Administrative Support for Facilities Department, effective August 1, 2018 through September 30, 2018.
- Linda Seifried, School Social Worker, District Wide effective August 27, 2018 through June 7, 2019.
- Ellen Smith, Substitute Cook Assistant, District Wide, effective September 4, 2018 through June 7, 2019.
- Noah Twomey, Facilities Maintenance Worker, effective July 2, 2018 through August 31, 2018.

- Michael Vu, Facilities Maintenance Worker, effective July 2, 2018 through August 31, 2018.

## **B. Northern Star Online/Independent Study Program**

Terra Alvarez	Kira Kirchberg	David Schlager
Lisa Bonk	Meagan Lenz	Sam Schurman
Jennifer Bormes	Miguel Martinez Mendoza	Teresa Stadem
Brendon Burk	Tammy Mezzenga	Caleb Steffenhagen
David Clark	Todd Munsterteiger	Jennifer Wagner
Melissa Findlay-Lampkin	Andrea Plowman	John Wardlow
Dack Flagel	Binu Punnoose	Marie Warnert
Alyssa Jackson	Angie Roesner	Joshua Wenzel
Beth Kiene	Amanda Rublein	
	Colin Schild	

## **C. Teachers on a Special Permission**

### **Tier 1 License**

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### **Tier 2 License**

- Melissa Vanderbush Jennifer Robinette

### **Non-Licensed Community Expert Extended**

- Jill Batman Megan Dargis
- Andre McElroy Brooke Sauer Jeremy Shibley
- Kenneth Williams Adam Wohl Sunsearay Washington

### **Limited Extended**

- Bridget Bengtson

### **Variance Extended**

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## **D. Termination of Temporary Hire**

- Mylenium Carter-Ly, Facilities Maintenance Worker, effective July 26, 2018.

### **3. Extended Leaves of Absence:**

- Katie Timm, EBD Teacher at North Education Center, 1.0 FTE effective for the 2018-2019 school year.
- Kayleen Taffe, DCD/MMI Teacher at Ann Bremer Education Center, 1.0 FTE effective for the 2018-2019 school year.
- Adriana Haugen, School Social Worker at Ann Bremer Education Center, .2 FTE effective for the 2018-2019 school year.
- Kara Johnson, Online Counselor for Northern Star Online, .35 FTE effective for the 2018-2019 school year.
- Theresa Guthrie, Family and Consumer Science Teacher at Pathways Eden Prairie Campus, .2 FTE effective for the 2018-2019 year.
- Christiana Kwakye, Occupational Therapist for Itinerant Services .5 FTE effective for the 2018-2019 year.
- Tracee Bradley, Education Assistant for Care and Treatment, .875 FTE effective for the 2018-2019 school year.
- Joshua Boettcher, Education Assistant at North Education Center, .875 FTE effective for the 2018-2019 school year.
- Jill Batman, Education Assistant at Ann Bremer Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.
- Megan Dargis Education Assistant at Ann Bremer Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.
- Andre McElroy, Education Assistant at North Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.

- Jennifer Robinette, Education Assistant at North Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.
- Brooke Sauer, Education Assistant at West Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.
- Jeremy Shibley, Education Assistant at West Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.
- Melissa Vanderbush, Education Assistant at Ann Bremer Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.
- Sunsearay Washington, Education Assistant at North Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.
- Kenneth Williams, Education Assistant at West Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.
- Bridget Bengtson, Education Assistant at North Education Center to temporarily accept a teacher position, .875 FTE effective for the 2018-2019 school year.

#### **4. Separations:**

##### **A. Dismissal**

- Madeline Fleigle, Administrative Support for Student Outcomes at the District Service Center, during trainee period effective July 20, 2018.
- Odi Otiaba, Skilled Facilities Maintenance Worker, during trainee period effective August 15, 2018.

##### **B. Resignation**

- Anne Auguston, DCD Teacher at South Education Center, effective June 29, 2018.

- Stephen Higgins, School Counselor at North Education Center, effective July 24, 2018.
- Shaina Feingold, School Social Worker at North Education Center, effective July 13, 2018.
- Andrew Ward, Social Studies Teacher at Ann Bremer Education Center, effective August 17, 2018.
- Kathy Paulsen, Work Coord/Handicapped Teacher at South Education Center, effective June 30, 2018.
- Julie Wiersma, D/HH Teacher for Itinerant Services, effective July 13, 2018.
- Mark Funk, DCD Teacher at South Education Center, effective August 8, 2018.
- David Brodek, Permanent Substitute / Social Studies Teacher for Care and Treatment, effective August 15, 2018.
- Rachel Gylling, Education Assistant at South Education Center, effective June 21, 2018.
- Brianna Robinson, Education Assistant at North Education Center, effective July 17, 2018.
- Mari Boeck, Education Assistant at North Education Center, effective August 14, 2018.
- Tammy Schmidt, Education Assistant at North Education Center, effective August 15, 2018.
- Mark Frankel, Education Assistant for Care and Treatment, effective August 15, 2018.
- Jacquelyn Gile, Interpreter at Ann Bremer Education Center, effective August 24, 2018.
- Suzanne Amundson, Interpreter for Itinerant Services, effective August 9, 2018.

- Danielle Nestrud, Parent Child Specialist at South Education Center, effective August 17, 2018.
- Kristina McNulty, Parent Child Specialist at North Education Center, effective August 13, 2018.
- Leslie Olson, Administrative Support for Student Information Systems, effective August 15, 2018.

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

- Cynthia Dzimian, Interpreter for Itinerant Services, effective October 2, 2018.
- Jody Nummela, Administrative Support for Student Information Systems, effective October 3, 2018.

**5. Other:**

**ATTACHMENT TO ROUTINE HUMAN RESOURCES ACTIVITIES REPORT –  
August 23, 2018**

**CPI Trainers FY18/19**

Jimmie Heags

**PEM Trainers FY18/19**

Emily Axtmann

Mae Bullock

Katherine Utter

**Curriculum Writing and other Summer Projects**

Ericka Grimm

Doris Moylan

Michael Smart

Jessica Gross

Cathleen Pinkosky

Scott Wright

Jimmie Heags

Kendra Rask

**Spring wrap-up and Fall start-up hours**

Caroline Agre

Adriana Haugen

Sarah Olson

Nina Centrella

Kristin Karlson

Kathy Paulsen

Karlynn D'averill

Glenda Kibat

Katherine Utter

Therese Feldmeir

Ann Mitty

Melissa Winship

**Summer School**

**LICENSED**

**ALC**

Tod Hoaby

**Special Education**

David Coffey

Lauren McGrane

Scott Tousignant

Jessica Ikegboma

Tammy Mezzenga

Jocelyn Walsh

Alicia Jensen

Daniel Norsten

Kelsey Kiefer

Jeremy Shibley

**NON-LICENSED**

**Student Safety Coach**

Mitch Cady

Shawn Cook

Keith Dawson

Guillermo Diaz

**Special Education**

Ryann Adkins  
Kari Castillo  
Jacqueline Chance  
Dion Cook  
William Davis  
Katherine De Foe  
Nicole Doll  
Guadalupe Estrada Martinez  
Theresa Guthrie  
Zebedee Howell

Elizabeth Knutson  
Jimeshia Lewis  
Andrea Lipovetz  
Vonetta McNeal  
Tara Meland  
Jessica Nelson  
Christina Ortt  
Fedell Paasewe  
Naperiesha Pickford  
Laneka Rogers

Lorelei Ruegemer  
Cristal Sanchez  
Stephanie Sanchez Torres  
Tyler Sawchyn  
Wayne Scroggins  
Rena Segbe  
Marcu Whitlock

**Itinerant**

Lynn Bathke  
Maureen Nackerud  
Margaret Oliver

**WSSS**

Amy Erlandson  
Olivia McGathey  
Dan Reynolds

# CONSENT AGENDA - RECOMMENDATION



**Intermediate District 287**

RESPONSIVE. INNOVATIVE. SOLUTIONS.

## YEAR END SUMMARY OF DONATIONS

August 23, 2018

### Author

Gloria Wilder, Director of Finance

Pat Harris, Purchasing Manager

### Summary

During the period July 1, 2017 through June 30, 2018 the District received donations of equipment, supplies, cash and other items valued at \$21,629.31. This is the total of monthly compilations already provided to the School Board.

### Recommendation

Approve the year end summary of donations as submitted.

# CONSENT AGENDA - RECOMMENDATION

Intermediate District 287  
RESPONSIVE. INNOVATIVE. SOLUTIONS.

## Authorization of Issuance of Individual Procurement Cards (P-Cards)

August 23, 2018

### Author

Gloria Wilder, Director of Finance  
Pat Harris, Purchasing Manager

### Summary

The administration recommends the issuance of a Procurement Card to the following employee, per Minnesota Statute 123B.02, subd 23:

- Katie Olsen                      Administrative Support                      Itinerant
- Rachel Macht                    Administrative Support                      HTC – Pathways/Gateway
- Antwon Williams                Assistant Principal-Special Education        NEC

With the addition of these card, the district will have 75 active p-cards in operation.

### Recommendation

Approve and Authorize Issuance of Individual Procurement Cards (P-Cards).

# CONSENT AGENDA - RECOMMENDATION



## Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

## MINNESOTA DEPARTMENT OF EDUCATION ANNUALLY DESIGNATE AN IDENTIFIED OFFICIAL WITH AUTHORITY

August 23, 2018

### Author

Sandra Lewandowski, Superintendent

### Summary

The Minnesota Department of Education (MDE) requires that school districts annually designate an Identified Official with Authority to comply with State Access Control Security Standard 1.0 which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA). The Director recommends the Board authorize Sandy Lewandowski to act as the Identified Official with Authority (IOwA) and Wauneen Mgeni to act as the IOwA to add and remove names only for Intermediate School District 287 0287-06.

### Recommendation

Approve the MDE Annually Designate an Identified Official with Authority.

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

**Regular Meeting – August 23, 2018**

**AGENDA SECTION: SUPERINTENDENT REPORT**

**ITEM: Memorandum of Understanding (MOU) for Therapeutic Teaching Model (Setting 4.5) Partnership with Wilder Foundation**

**PRESENTED BY: Superintendent Lewandowski**

**1. Background Information**

ISD 287 and WILDER desire to work together to provide mental health services at the North Education Center (NEC) school site pursuant to available Mental Health Innovation grant funds from the Minnesota Department of Human Services (DHS) that District 287 lobbied to have approved by the legislature and is restricted to joint programs of Intermediate Districts and qualified mental health partners. By offering embedded mental health services in this school-based setting, ISD 287 and WILDER hope to:

1. Improve clinical and functional outcomes for students
2. Improve academic outcomes for students
3. Increase number of students returning to their home school district
4. Enhance partnership(s) between school and mental health providers
5. Reduce use of restrictive procedures in school setting
6. Reduce staff injuries in school setting
7. Reduce number of calls to law enforcement, crisis, and hospital transports in school setting.
8. Reduce the disproportionate representation of students of color in setting IV special education programs
9. Provide supports/training for school staff
10. Provide supports/training for parents

**2. Fiscal Impact/Funding Source:**

**3. RECOMMENDED ACTION:     **The Board approves the updated MOU for Therapeutic as Teaching Model (Setting 4.5) Partnership with Wilder Foundation presented.****

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

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

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

# AMHERST H. WILDER FOUNDATION MEMORANDUM OF UNDERSTANDING

<p><b><u>Organization</u></b></p> <p><b>Intermediate School District #287</b></p> <hr/> <p>1820 Xenium Lane North Address</p> <hr/> <p>Plymouth MN 55441 City State Zip</p>	<p><b><u>WILDER</u></b></p> <p><b>Amherst H. WILDER Foundation</b> Through its School Based Mental Health</p> <hr/> <p>451 Lexington Parkway North Address</p> <hr/> <p>Saint Paul MN 55104 City State Zip</p> <hr/> <p>WILDER Programs Division / Program</p>
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## **Introduction**

**Intermediate School District #287 (ISD 287)** is a leading education partner to Minnesota school districts and a premier provider of innovative educational services. For more than 40 years, its member districts and other education professionals have trusted them to provide customized student services and educator resources so that all students get the best education possible.

ISD 287 is responsive to students, educators, and administrators. Their culture of innovation produces ideas that meet the unique learning needs of students and solutions to the complex needs of its members.

**The Amherst H. WILDER Foundation (WILDER)** is a licensed and credentialed provider of clinical mental health services. Each year, Wilder serves hundreds of children across a continuum of mental health services that include clinic-based, school-based, community-based, and in-home programming. Wilder’s services are targeted on reaching underserved children and on providing whole-person supports that help move children and their families towards long-term recovery.

**ISD 287** and **WILDER** desire to work together to provide mental health services at the North Education Center (NEC) school site pursuant to available Mental Health Innovation grant funds from the Minnesota Department of Human Services (DHS) that District 287 lobbied to have approved by the legislature and is restricted to joint programs of Intermediate Districts and qualified mental health partners. By offering embedded mental health services in this school-based setting, ISD 287 and WILDER hope to:

1. Improve clinical and functional outcomes for students
2. Improve academic outcomes for students
3. Increase number of students returning to their home school district
4. Enhance partnership(s) between school and mental health providers
5. Reduce use of restrictive procedures in school setting
6. Reduce staff injuries in school setting
7. Reduce number of calls to law enforcement, crisis, and hospital transports in school setting.
8. Reduce the disproportionate representation of students of color in setting IV special education programs
9. Provide supports/training for school staff
10. Provide supports/training for parents

This Memorandum of Understanding (MOU) outlines the collaborative relationship between ISD 287 and WILDER in the development, delivery, and evaluation of mental health services for ISD 287 students. It is designed to protect both parties and avoid misunderstandings about our business relationship.

### **Terms of MOU**

This Memorandum of Understanding shall be effective on August 1, 2018 and shall remain in effect and continue through July 31, 2020, unless canceled earlier. This MOU may be canceled by either of the parties hereto, upon thirty (30) days written notice and without showing cause.

### **ISD 287 Roles and Responsibilities**

At North Education Center (NEC), where WILDER and ISD 287 mutually agree to offer services, the school site principal will appoint a school social worker and/or other behavioral health staff to coordinate services with WILDER.

ISD 287 further agrees to the following during the term of this MOU:

- Ensure program site is accessible to designated WILDER staff on specific pre-determined dates and times which will be during normal business hours of the school day; and
- Provide designated WILDER staff access to a private room or office space with use of a phone, a desk, two or more chairs, and a table to meet with participating students for their appointments. The room shall be enclosed, equipped with electricity and access to the internet, lighted, and climate controlled in the same manner as the other rooms of the school; and
- Provide access to multifunction printer with fax and scan capabilities; and
- To abide by the requirements of WILDER with regard to access to and disclosure of protected client health information as established by state and federal law; and
- To limit the use of criminal background checks for designated staff provided by WILDER, at the request of ISD 287, to that which is required by Minnesota Statute 123B.03 and in compliance with obligations under the Fair Credit Reporting Act.

### **WILDER Roles and Responsibilities**

WILDER services will be provided by clinicians who comply with state regulations regarding the credentialing, licensure, and supervision requirements to offer mental health services. If services are provided by a mental health practitioner or clinical trainee, the practitioner/clinical trainee will be supervised by a licensed mental health professional.

WILDER staff will offer services according to the program sites and schedule laid out in Attachment 1, as mutually agreed between ISD 287 and WILDER. Changes to the agreed upon site or schedule will be communicated in writing via email to, the Assistant Director of Mental Health and Crisis Prevention for ISD 287.

WILDER will only exchange student information and other protected client health information with ISD 287 in accordance with privacy requirements contained in the Minnesota Government Data Privacy Act, the Minnesota Health Records Act, Federal HIPAA requirements, and WILDER and ISD 287 policies.

As required and outlined by ISD 287, WILDER will obtain criminal background checks on WILDER staff members prior to such staff member providing any direct service as described in this MOU. Wilder will not employ anyone whose background check raises questions regarding the person's honesty, integrity, ability to act with professionalism regarding sensitive or confidential subject matter, or safety of themselves or others. The results of such background checks will be provided by WILDER to ISD 287 based on the written consent of the staff member whose background check was required.

WILDER will host professional development trainings on relevant mental health and trauma-informed topics for relevant ISD 287 staff outside of their normal scheduled working hours. Acting independent of ISD 287, WILDER will reimburse District 287 for compensation of these staff at their respective hourly rates for the reasonable and mutually agreed upon time spent with WILDER receiving relevant professional development trainings and participating in TTM project teaming time. Invoices are to be paid within 45 days.

### **Client Eligibility**

WILDER will provide mental health services to referred ISD 287 students based on caseload capacity and only as clinically appropriate and guided by parent or guardian written consent.

### **Payment for Services**

WILDER agrees to provide mental health services to eligible ISD 287 students. WILDER will be entitled to payment through billing of all allowable third-party payers, including insurance payers and relevant grant payers.

### **Location of Services**

See Attachment 1.

### **Data Sharing**

ISD 287 shall provide to WILDER materials, including raw deidentified data, for the purpose of conducting monitoring and evaluating mental health, behavioral, and academic outcomes. Identifiable data will **BE** provided pursuant to the Authorization for Sharing of Health and Educational Information. It is understood that the evaluation will be managed by WILDER and subcontracted to the University of Minnesota pursuant to available Mental Health Innovations grant funds from the Minnesota Department of Human Services (DHS).

This deidentified data shall include but not be limited to the following data on a quarterly basis:

1. Use of restrictive procedures
2. Number of staff injuries
3. Number of phone calls to law enforcement and crisis team
4. Number of students in LRE
5. Number of students returning to home district
6. Academic performance of participating students

WILDER shall provide to ISD 287 materials in the form of aggregate data, for the purposes of monitoring and evaluating program effectiveness. Identifiable data will provided pursuant to the Authorization for Sharing of Health and Educational Information. This MOU is entered into to ensure all data remains private, secure, and confidential. WILDER and ISD 287 agree that any information such entity creates, collects, receives stores, uses, or disseminates during the course of this project which concerns the personal, financial, or other affairs of the partner agency, it's Board, officers,

employees, parents/guardians, or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. The remedies in Minn. Stat 13.08 apply. All subcontracts shall contain the same or similar data practices compliance requirements. WILDER and ISD 287's responsibilities as it pertains to data include but are not limited to the following:

- a) Ensuring that all information (student/family/staff) will be treated as confidential information. Such information will not be discussed, shared or released without proper consent or as required by law;
- b) Ensuring that if any copies are made of confidential information, all copies must be shredded or returned to the original owner of the data.
- c) Establishing policies and procedures to protect the confidentiality of the data, including secure transmission of all data files;
- d) Destroying all data at the end of the project, excluding any data that must be kept pursuant to data privacy or educational records retention laws and regulations.
- e) Informing the other party, in writing, about any data breach that occurs (letter must include specific information about what happened, when, and proposed method for resolving the issue);
- f) Allowing the other party to review and approve any reported results, prior to public distribution.

### **Communications and Media**

WILDER and ISD 287 will coordinate communications and media outreach regarding the project. Whenever either party releases information regarding the services described in this agreement to the media (including, but not limited to, press releases, news articles, and public appearances), they will provide the other party with two business days to review and approve the coordinated communication. When media contacts are included, a contact person should be included for both ISD 287 and for WILDER.

### **Compliance with Laws**

WILDER and ISD 287 will comply with, at their own expense, all applicable statutes, regulations, ordinances and licensure/certification requirements in the performance of their responsibilities under this MOU.

### **Indemnification and Insurance**

WILDER agrees to hold harmless and indemnify ISD 287 from and against any and all liabilities, costs or penalties of any nature whatsoever arising from: (i) any breach of any provision of the Memorandum of Understanding by WILDER; (ii) the violation by WILDER or by WILDER's agents or representatives of any statutes, laws, ordinances, rules or regulations during the performance of this Memorandum of Understanding; and (iii) any torts on the part of WILDER or any of WILDER's agents or representatives.

Similarly, to the extent permitted by applicable law, ISD 287 agrees to hold harmless and indemnify WILDER from and against any and all liabilities, costs or penalties of any nature whatsoever arising from: (i) any breach of any provision of this Memorandum of Understanding by ISD 287; (ii) the violation by ISD 287 or its agents or representatives of any statutes, laws, ordinances, rules or regulations during the performance of this Memorandum of Understanding; and (iii) any torts on the part of ISD 287 or any of its agents or representatives.

Both Parties agree that they will at all times during the term of this Memorandum of Understanding have and keep in force appropriate levels of insurance. Each party will provide a copy of their certificate of insurance to the other party.

**Independent Contractor**

WILDER is providing the services described in this MOU at ISD 287 as an independent contractor, which means that WILDER and its staff are not acting as employees of ISD 287 and that WILDER may be providing services to ISD 287 and others. Nothing in this Agreement creates a legal partnership, or joint venture between ISD 287 and WILDER.

**Amendments**

Any changes to this MOU must be written and signed by both ISD 287 and WILDER.

<b><u>Signatures</u></b>	
<b>Intermediate School District #287</b>	<b>Amherst H. Wilder Foundation</b>
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

**Attachment 1: Program Sites and Schedules**

<b>Program Site / Classroom</b>	<b>Provider Type</b>	<b>Regular Schedule</b>
North Education Center, K EBD	1 Embedded Classroom Therapist	Mon – Fri from 8 am – 4 pm
North Education Center, 1-2 EBD	1 Embedded Classroom Therapist	Mon – Fri from 8 am – 4 pm
North Education Center, 1-2 EBD	1 Embedded Classroom Therapist	Mon – Fri from 8 am – 4 pm
North Education Center, K EBD	1 Individual/Family Therapist	Mon – Fri from 8 am – 4 pm
North Education Center, 1-2 EBD	1-2 Individual/Family Therapist(s)	Mon – Fri from 8 am – 4 pm
North Education Center, K-2 EBD	1 Family Resource Navigator	Mon – Fri from 8 am – 4 pm

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

**Regular Meeting – August 23rd, 2018**

**AGENDA SECTION:** BUSINESS SERVICES REPORT

**ITEM:** Approval of Routine Monthly Finance Report

**PRESENTED BY:** Mae L. Hawkins, Executive Director of Business Services

**1. Background Information**

The June Budget vs. Actual Reports are presented for Board information and review. These reports indicate that year-to-date revenue in all funds (excluding Funds 06 & 11) total \$89,668,068, or 85.7% of the Revised Revenue Budget of \$104,598,991. Including Funds 06 & 11 year-to-date revenue in all funds total \$107,898,835, or 87.8% of the Revised Revenue Budget of \$122,875,185. The District's monthly revenue will continue to be based upon the cash payments we receive from MDE Special Education Uniform Tuition system and other state aids. 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 (excluding Funds 06 & 11) total \$97,277,154, or 94.1% of the Revised Expenditure Budget of \$103,405,360. Including Funds 06 & 11 year-to-date expenditures in all funds total \$107,671,771, or 88.9% of the Revised Expenditure Budget of \$121,175,088.

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

DDA

Attachments

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

**3. RECOMMENDED ACTION: The Board approve the Finance & Donation Report items as presented.**

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

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

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

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

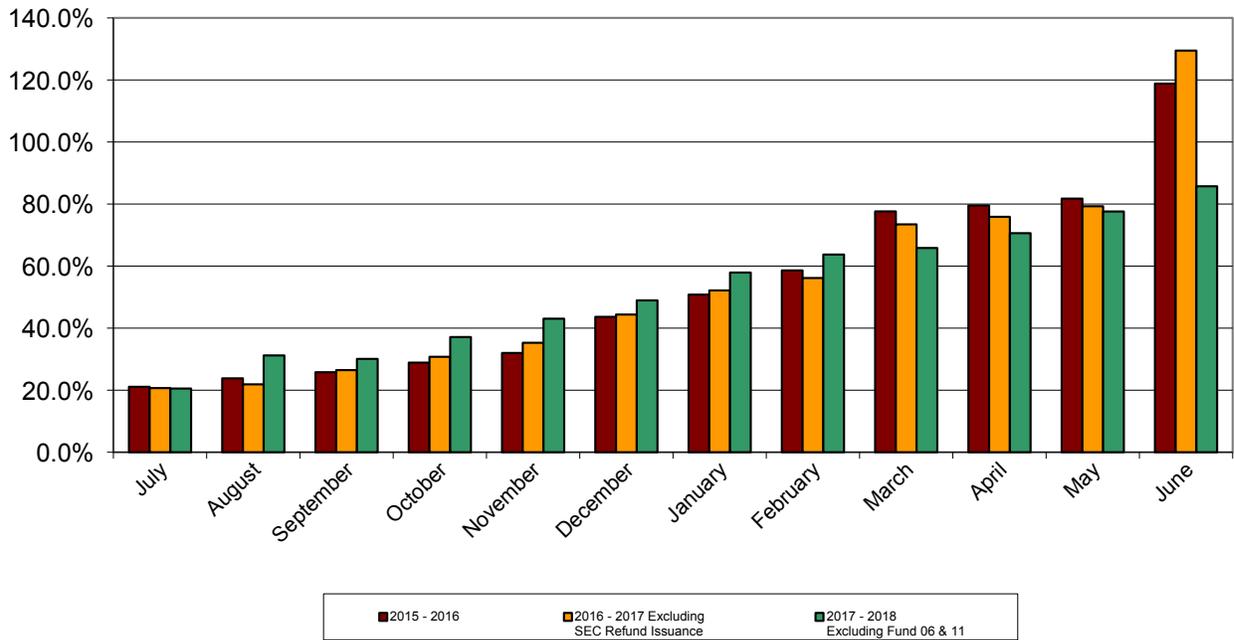
**DISTRICT 287**  
**REVENUE COMPARISON**

Month	2015 - 2016		2016 - 2017 Excluding SEC Refund Issuance		2017 - 2018 Excluding Fund 06 & 11		2017 - 2018 Including Fund 06 & 11	
	\$	%	\$	%	\$	%	\$	%
July	20,378,472	21.1%	20,955,383	20.7% <sup>1</sup>	21,476,959	20.5% <sup>2</sup>	21,476,959	17.5%
August	2,631,390	23.8%	1,219,160	21.9% <sup>1</sup>	11,163,095	31.2% <sup>2</sup>	29,263,095	41.3%
September	1,909,306	25.8%	4,645,111	26.5% <sup>1</sup>	-1,171,259	30.1% <sup>2</sup>	-1,171,259	40.3%
October	2,986,373	28.9%	4,354,450	30.8% <sup>1</sup>	7,365,100	37.1% <sup>2</sup>	7,365,100	46.3%
November	3,005,312	32.0%	4,577,453	35.3% <sup>1</sup>	6,190,140	43.0% <sup>2</sup>	6,190,140	51.4%
December	11,245,464	43.6%	9,223,250	44.4% <sup>1</sup>	6,169,270	48.9% <sup>2</sup>	6,169,270	56.4%
January	6,925,064	50.8%	7,877,597	52.2% <sup>1</sup>	9,387,146	57.9% <sup>2</sup>	9,387,146	64.0%
February	7,537,967	58.6%	4,053,717	56.2% <sup>1</sup>	6,071,427	63.7% <sup>2</sup>	6,071,427	69.0%
March	18,377,018	77.6%	17,523,474	73.4% <sup>1</sup>	2,206,846	65.8% <sup>2</sup>	2,286,679	70.8%
April	1,836,026	79.5%	2,467,971	75.9% <sup>1</sup>	4,997,122	70.6% <sup>2</sup>	4,997,769	74.9%
May	2,145,220	81.8%	3,443,993	79.3% <sup>1</sup>	7,311,578	77.6% <sup>2</sup>	7,323,733	80.9%
June	35,805,362	118.8%	50,847,628	129.5% <sup>1</sup>	8,500,643	85.7% <sup>2</sup>	8,538,777	87.8%
<b>TOTAL</b>	<b>114,782,973</b>	<b>118.8%</b>	<b>131,189,188</b>	<b>129.5%</b>	<b>89,668,068</b>	<b>85.7%</b>	<b>107,898,835</b>	<b>87.8%</b>
<b>BUDGET</b>	<b>96,606,120</b>		<b>101,335,187</b> <sup>1</sup>		<b>104,598,991</b> <sup>2</sup>		<b>122,875,185</b>	

<sup>1</sup> excludes loan proceeds and related transactions of \$28,248,643 from the South Education Center 2016 Refunding Issuance

<sup>2</sup> excludes Funds 06 & 11 budgeted revenue of \$18,276,194

**REVENUE COMPARISON - ALL FUNDS**  
**YTD REVENUE BY MONTH**



REPORT: EXPREV 000006 REVENUE SUMMARY BY FUND - Board Report  
STATEMENT OF REVENUE  
DIST 0287 Intermediate District 287 ACCOUNTING PERIOD 05/01/18 TO 05/31/18

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ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999  
ZERO BALANCES: Suppress Zero Balances INCLUDE/EXCLUDES: EXL FD 09 09  
SORTED BY: ACCOUNT FD  
SUBTOTALLED BY: ACCOUNT FD  
SERIES TOTALS: <None Selected>  
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FD	PRIOR YEAR ACTUAL	REVISED BUDGET	05/01/18 TO 05/31/18	FISCAL YEAR 201707 RECEIVED THRU 05/31/18	REMAINING ON 05/31/18	PERCENT REMAINING
01 GENERAL FUND	38,897,113.59	16,501,047	27,600.37	4,216,908.82	12,284,138.18	74.44 %
02 FOOD SERVICE FUND	784,476.13	837,400	75,698.04	350,992.37	486,407.63	58.08 %
04 COMMUNITY SERVICE FUND	97,153.31	105,920	1,407.29	34,430.94	71,489.06	67.49 %
06 BUILDING CONSTRUCTION FUND	0.00	12,820,000	646.22	12,746,406.95	73,593.05	0.57 %
07 DEBT SERVICE FUND	12,807,430.79	7,727,505	0.00	7,429,735.83	297,769.17	3.85 %
08 TRUST FUND	504,903.80	513,681	0.00	32,847.65	480,833.35	93.60 %
10 SCHOLARSHIP FUND	952.17	0	0.00	2,273.97	2,273.97	0.00 %
11 EDGEWOOD LTFM BOND	0.00	5,456,194	12,800.54	5,446,227.13	9,966.87	0.18 %
12 ALC-ACADEMIC	10,036,003.36	10,362,520	1,283,680.47	4,841,926.22	5,520,593.78	53.27 %
13 CAREER & TECH	1,096,305.25	1,037,272	0.00	709,365.35	327,906.65	31.61 %
14 SPECIAL EDUCATION	55,181,959.99	56,024,061	3,414,636.46	51,158,375.93	4,865,685.07	8.68 %
20 INTERNAL SERVICE FUND - DENTAL	598,787.56	582,000	121,159.48	611,813.73	29,813.73	5.12 %
21 INTERNAL SERVICE FUND - HEALTH	11,163,092.55	10,885,735	2,387,035.25	11,765,406.00	879,671.00	8.08 %
51 STUDENT CLUBS	21,009.78	21,850	361.13	13,347.38	8,502.62	38.91 %
*** REPORT TOTALS:	131,189,188.28	122,875,185	7,323,732.81	99,360,058.27	23,515,126.73	19.13 %

# DISTRICT 287

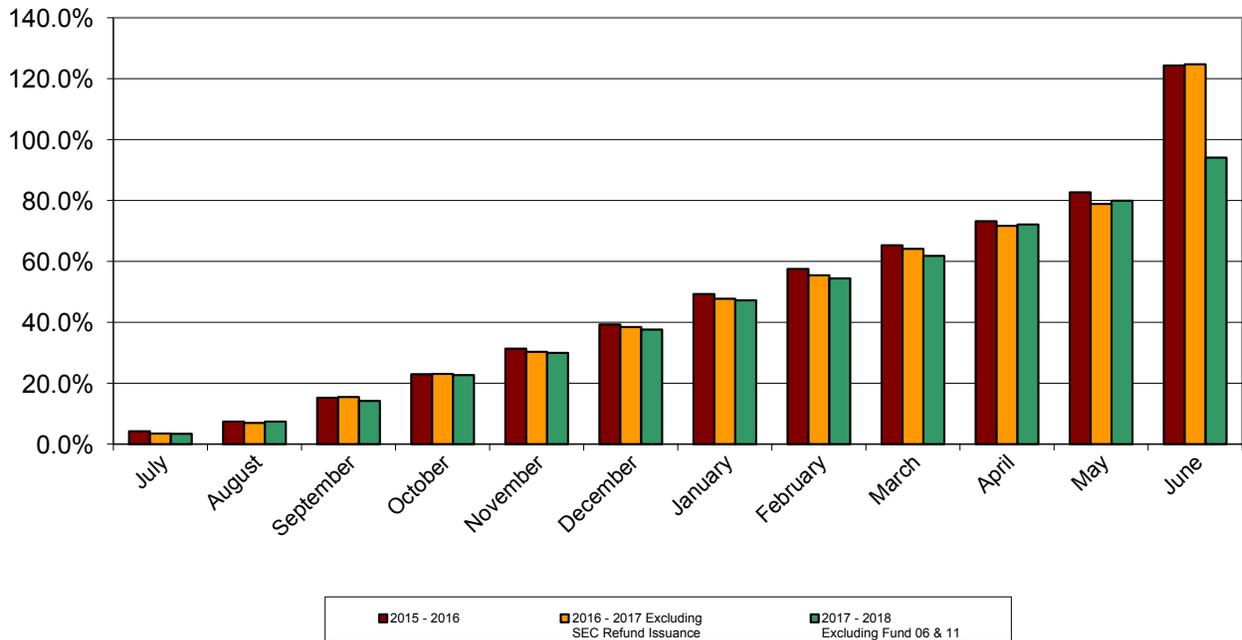
## EXPENDITURE COMPARISON

Month	2015 - 2016		2016 - 2017 Excluding SEC Refund Issuance		2017 - 2018 Excluding Fund 06 & 11		2017 - 2018 Including Fund 06 & 11	
	\$	%	\$	%	\$	%	\$	%
	Amount	of Budget	Amount	of Budget	Amount	of Budget	Amount	of Budget
July	4,043,775	4.2%	3,543,140	3.5% <sup>1</sup>	3,500,963	3.4% <sup>2</sup>	3,500,963	2.9%
August	3,043,894	7.4%	3,555,125	7.0% <sup>1</sup>	4,151,891	7.4% <sup>2</sup>	4,151,941	6.3%
September	7,479,224	15.2%	8,684,253	15.5% <sup>1</sup>	7,013,854	14.2% <sup>2</sup>	7,620,014	12.6%
October	7,410,809	23.0%	7,744,736	23.1% <sup>1</sup>	8,769,316	22.7% <sup>2</sup>	8,828,762	19.9%
November	8,038,585	31.4%	7,407,913	30.3% <sup>1</sup>	7,543,575	30.0% <sup>2</sup>	7,670,256	26.2%
December	7,601,203	39.3%	8,309,643	38.5% <sup>1</sup>	7,914,316	37.6% <sup>2</sup>	8,866,300	33.5%
January	9,558,718	49.3%	9,475,028	47.7% <sup>1</sup>	9,917,477	47.2% <sup>2</sup>	10,814,505	42.5%
February	7,881,292	57.5%	7,858,634	55.4% <sup>1</sup>	7,459,150	54.4% <sup>2</sup>	7,609,052	48.7%
March	7,445,090	65.3%	8,865,790	64.1% <sup>1</sup>	7,639,303	61.8% <sup>2</sup>	9,691,030	56.7%
April	7,559,929	73.2%	7,719,134	71.7% <sup>1</sup>	10,661,801	72.1% <sup>2</sup>	11,896,703	66.6%
May	9,078,090	82.7%	7,330,932	78.9% <sup>1</sup>	8,081,163	79.9% <sup>2</sup>	9,044,177	74.0%
June	39,882,823	124.3%	46,799,582	124.7% <sup>1</sup>	14,624,345	94.1% <sup>2</sup>	17,978,067	88.9%
<b>TOTAL</b>	<b>119,023,433</b>	<b>124.3%</b>	<b>127,293,907</b>	<b>124.7%</b>	<b>97,277,154</b>	<b>94.1%</b>	<b>107,671,771</b>	<b>88.9%</b>
<b>BUDGET</b>	<b>95,730,013</b>		<b>102,066,698</b> <sup>1</sup>		<b>103,405,360</b> <sup>2</sup>		<b>121,175,088</b>	

<sup>1</sup> excludes loan proceeds and related transactions of \$24,134,295 from the South Education Center 2016 Refunding Issuance

<sup>2</sup> excludes Funds 06 & 11 budgeted expenditures of \$17,769,728

### EXPENDITURE COMPARISON - ALL FUNDS YTD EXPENDITURES BY MONTH



REPORT: EXPREV 000007 EXPENDITURE SUMMARY BY FUND - Board Rept  
 STATEMENT OF EXPENDITURES  
 DIST 0287 Intermediate District 287 ACCOUNTING PERIOD 05/01/18 TO 05/31/18

RUN: TUE 061918 15:40 PAGE 1

ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999  
 ZERO BALANCES: Suppress Zero Balances INCLUDE/EXCLUDES: EXL FD 09 09  
 SORTED BY: ACCOUNT FD  
 SUBTOTALLED BY: ACCOUNT FD  
 SERIES TOTALS: <None Selected>  
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FD	PRIOR YEAR ACTUAL	REVISED BUDGET	05/01/18 05/31/18	FISCAL YEAR 201707 EXPENDED THRU 05/31/18	ENCUMBERED THRU 05/31/18	REMAINING ON 05/31/18	PERCENT REMAINING
01 GENERAL FUND	39,125,498.50	16,896,314	1,255,271.61	12,620,248.17	1,215,495.29	3,060,570.54	18.11 %
02 FOOD SERVICE	784,476.13	837,400	79,336.25	673,413.00	88,340.98	75,646.02	9.03 %
04 COMMUNITY SERVICE FUND	97,153.31	105,920	7,337.12	88,499.57		17,420.43	16.44 %
06 BUILDING CONSTRUCTION FUND	252,440.17	12,447,559	722,360.74	5,568,146.83	4,570,382.09	2,309,030.08	18.55 %
07 DEBT SERVICE FUND	11,360,239.11	6,297,901	0.00	5,869,646.20		428,254.80	6.79 %
08 TRUST FUND	504,903.80	513,681	0.00	0.00		513,681.00	100.00 %
10 SCHOLARSHIP FUND	2,500.00	14,000	906.90	3,406.90		10,593.10	75.66 %
11 EDGEWOOD LTFM BOND	77,830.94	5,322,169	240,653.76	1,472,747.73	2,633,558.34	1,215,862.93	22.84 %
12 ALC-ACADEMIC	9,818,607.65	10,930,181	1,035,278.51	8,499,965.58	403,864.15	2,026,351.27	18.53 %
13 CAREER & TECH	1,095,268.43	1,064,952	92,396.36	785,797.79	3,336.31	275,817.90	25.89 %
14 SPECIAL EDUCATION	54,416,996.13	55,732,845	4,842,305.15	45,641,885.92	573,394.15	9,517,564.93	17.07 %
20 INTERNAL SERVICE FUND	563,405.22	582,000	102,127.98	484,701.34		97,298.66	16.71 %
21 SELF HEALTH INSURANCE	9,155,399.11	10,389,920	664,589.93	7,966,961.99	1,839,220.98	583,737.03	5.61 %
51 STUDENT CLUBS	39,188.42	40,246	1,612.74	18,282.48	6,663.56	15,299.96	38.01 %
*** REPORT TOTALS:	127,293,906.92	121,175,088	9,044,177.05	89,693,703.50	11,334,255.85	20,147,128.65	16.62 %

# Intermediate District 287

## *Responsive. Innovative. Solutions.*

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### INTER-OFFICE MEMORANDUM

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DATE: **August 3, 2018**

TO: Members of the School Board

FROM: Mae L. Hawkins, Executive Director of Business Services

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

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

1. Claim payments for: <b>June 2018</b>	Totaling \$ <u>6,298,966.97</u>
a) Check #'s <i>507673 - 508004</i> and Wire Transfers - #'s <i>3006 - 3008 (unissued), 3009 - 3021, 70023511 - 70023772, 80001748 - 80001767</i> and P-Card Purchases - #'s <i>90000930 - 90000935</i>	
2. Payroll for: <b>June 2018</b>	Totaling \$ <u>2,941,810.18</u>
a) Check #'s <i>n/a</i> b) Direct Deposit #'s <i>353597 - 354603 &amp; 354604 - 355531 (regular pay)</i> and Wire Transfers - #'s <i>n/a</i>	
3. Receipts for: <b>June 2018</b>	Totaling \$ <u>12,073,087.28</u>
a) Receipt #'s <i>143868 - 144044</i>	
4. Invest. at end of mo. <b>June 2018</b>	
a) Fund 01 - General Fund	6,107,391.96
b) Fund 07 - Debt Service Fund	0.00
c) Fund 11 - ABEC Construction - LTFM	<u>3,700,053.81</u>
	Totaling \$ <u>9,807,445.77</u>

Claims/Expenditures, wire transfers, P-Card purchases, payroll, 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  
 INVESTMENTS ON HAND  
 JUNE 30, 2018

**#01-104-00 - Investments (General)**

INSTITUTION	RATE OF RETURN (%)	PURCHASE DATE	MATURITY DATE	AMOUNT INVESTED
PMA - MNTrust Savings Deposit Account	1.140	06/01/18	06/30/18	6,107,391.96
Total PMA - MNTrust Investments on Books				6,107,391.96

**ACTIVITY DETAIL:**

Investments on our Book at End of Prior Month	10,098,116.06
Current Month Activity	
Deposits	
Withdrawals	(4,000,000.00)
Interest Earned - Recorded	9,275.90
Interest Earned - Not Recorded by Month-end	
Total Investments at End of Month & Un-recorded Interest	6,107,391.96

**#07-104-00 - Investments (Debt Service Fund)**

DESCRIPTION	TYPE	DATE	ACTIVITY	AMOUNT
Total Debt Service Fund Investments at End of Month				0.00

**#11-104-00 - Investments (ABEC/Edgewood 2017B LTFM Bond)**

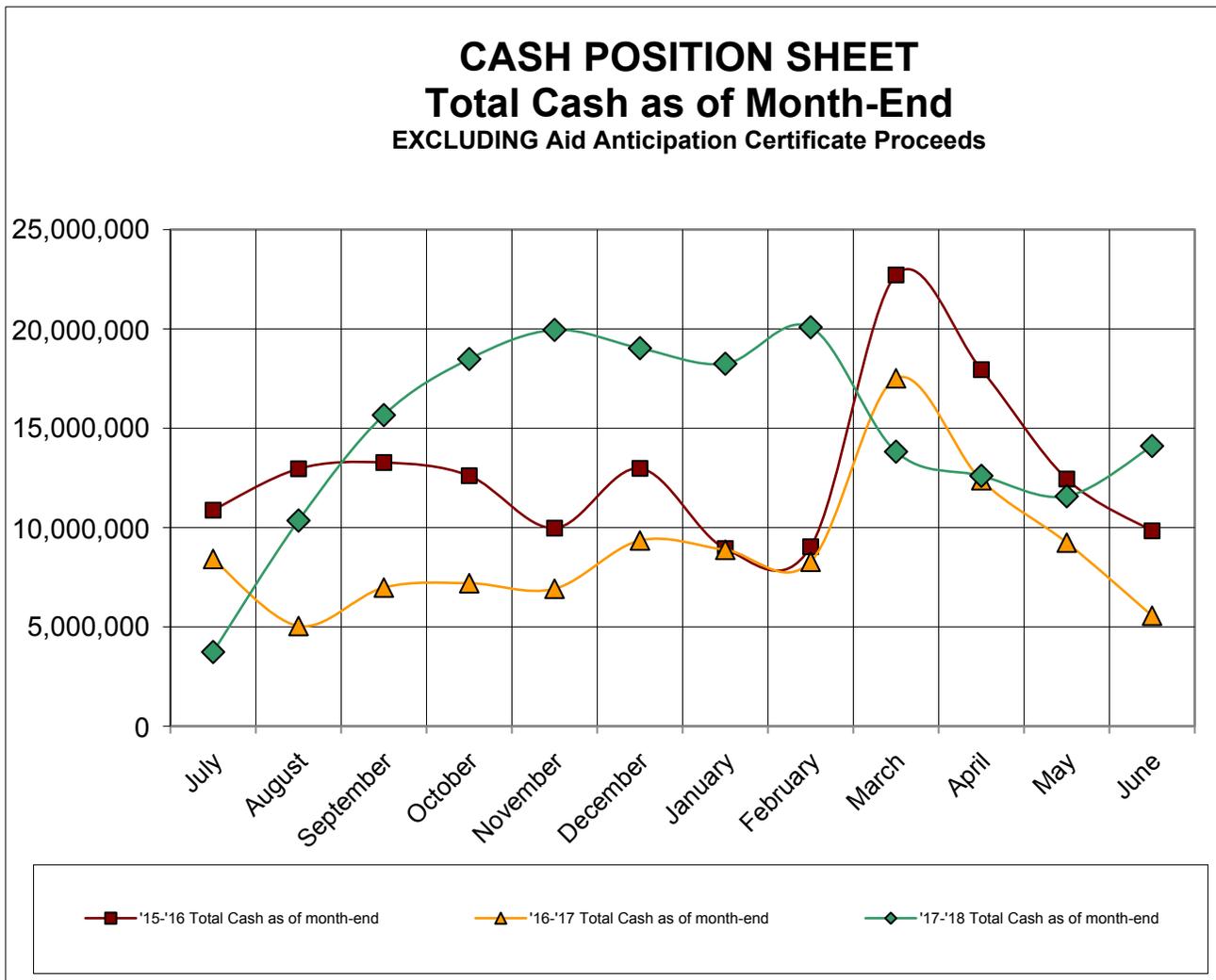
DESCRIPTION	TYPE	DATE	ACTIVITY	AMOUNT
Record Project Proceeds on 2017B Facilities Bonds	JE	08/24/17	#2018150	5,400,000.00
Expenditures for ABEC/Edgewood Construction Costs	JE	12/20/17	#2018397	(256,676.95)
Expenditures for ABEC/Edgewood Construction Costs	JE	12/31/17	#2018411	(7,912.34)
Expenditures for ABEC/Edgewood Construction Costs	JE	02/28/18	#2018489	(310,771.40)
Expenditures for ABEC/Edgewood Construction Costs	JE	03/22/18	#2018500	97,902.30
Expenditures for ABEC/Edgewood Construction Costs	CR	03/30/18	#143460	(213,345.42)
Expenditures for ABEC/Edgewood Construction Costs	CR	04/30/18	#143638	(673,356.81)
Bond Interest for ABEC/Edgewood Construction Loan	JE	05/01/18	#2018573	12,154.32
Expenditures for ABEC/Edgewood Construction Costs	CR	05/31/18	#143859	(54,347.99)
Expenditures for ABEC/Edgewood Construction Costs	CR	06/29/18	#144003	(305,241.75)
Interest Earned	JE	06/30/18	#2018705	5,697.53
Interest Earned	JE	06/30/18	#2018705	5,952.32
Total Construction Bond Fund Investments at End of Month				3,700,053.81

# Intermediate District 287

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

- EXCLUDING Aid Anticipation Certif. Proceeds and INCLUDING any Fd 01 Investments

<u>Date</u>	<u>'15-'16 Total Cash as of month-end</u>	<u>'16-'17 Total Cash as of month-end</u>	<u>'17-'18 Total Cash as of month-end</u>
July	10,874,357	8,416,248	3,732,072
August	12,957,525	5,040,856	10,349,977
September	13,272,863	6,975,089	15,658,753
October	12,606,016	7,194,655	18,481,017
November	9,967,552	6,916,923	19,946,453
December	12,975,710	9,344,714	19,026,766
January	8,941,620	8,875,350	18,244,781
February	9,032,093	8,275,904	20,082,744
March	22,715,110	17,511,081	13,817,935
April	17,946,260	12,382,094	12,602,654
May	12,442,140	9,237,955	11,574,535
June	9,833,118	5,560,309	14,102,965



**INTERMEDIATE DISTRICT 287**  
**JUNE 2018 ACTIVITY**

ELECTRONIC TRANSFERS IN:					
DATE	TO	AGENCY	RECEIPT #	AMOUNT	DESCRIPTION
6/2/2018	MSDLAF	APPLE CLICKS	143868	141.83	APPLE CLICK APRIL PAID IN JUNE
6/6/2018	MSDLAF	DAKOTA CO	143975	2,156.00	SECA MEC2
6/7/2018	MSDLAF	HENN CO	143976	22,989.25	SECA MEC2
	MSDLAF	HENN CO	143977	24,221.24	NECA MEC2
6/12/2018	MSDLAF	DHS-MMIS	143978	34,074.55	THIRD PARTY BILLING
6/13/2018	MSDLAF	EDUC-FNS	143979	823.12	CHILD NUTRITION
6/18/2018	MSDLAF	EDUC-VENDOR PYMNTS	143980	117.00	ACT TESTING REIMBURSEMENT
6/19/2018	MSDLAF	EDUC-STATE AID	143981	4,618,009.79	SPECIAL ED/GEN ED AID
6/26/2018	MSDLAF	DHS-MMIS	143982	308,758.99	THIRD PARTY BILLING
6/27/2018	MSDLAF	HENN CO	143983	15,537.90	SECA MEC2
	MSDLAF	HENN CO	143984	13,569.79	NECA MEC2
	MSDLAF	EDUC-FNS	143985	42,398.53	CHILD NUTRITION
6/28/2018	MSDLAF	DAKOTA CO	143986	1,422.98	SECA MEC2
	MSDLAF	SQUARE INC SNACK SHACK	143987	234.98	SNACK SHACK @ WEC SQUARE INC JUNE 2018
	MSDLAF	SQUARE INC-COM GROU	143988	193.78	COMMON GROUNDS SQUARE INC JUNE2018
	MSDLAF	SQUARE INC JITTERBUG	143989	94.78	JITTERBUG SQUARE INC JUNE 2018
	MSDLAF	PAYPAL	143990	156,947.03	PAYPAL JUNE 2018
	MSDLAF	ELAVON	143992	695.00	PAYPAMS JUNE 2018
	MSDLAF	WELLS FARGO	144002	811,865.90	EDGEWOOD CONSTRUCTION
	MSDLAF	MN TRUST	144003	305,241.75	EDGEWOOD CONSTRUCTION
	MSDLAF	MN TRUST	144004	4,000,000.00	MNTRUST TO MSDLAF
<b>MTD TOTALS</b>				<b>10,359,494.19</b>	

**INTERMEDIATE DISTRICT 287**  
**JUNE 2018 ACTIVITY**

WIRE TRANSFERS OUT:					
DATE	FROM	AGENCY	WIRE #	AMOUNT	DESCRIPTION
6/2/2018	MSDLAF	US BANK	90000930 - 90000935	13,756.79	P-CARD
6/8/2018	MSDLAF	HEALTHPARTNERS	3009	88,162.67	HPAI
6/12/2018	MSDLAF	US BANK	70023511 - 70023571	11,200.80	DIRECT DEPOSIT EMPLOYEE EXPENSES FY 17-18
6/14/2018	MSDLAF	HEALTHPARTNERS	3010	157,033.96	HPAI
6/15/2018	MSDLAF	US BANK	353597 - 354603	1,401,856.83	PAYROLL
	MSDLAF	EBC	80001748	58,603.75	EMPLOYEE & EMPLOYER 403B
	MSDLAF	PERA	80001749	1,951.78	MN DEPT OF REVENUE-WAGE LEVY'S
	MSDLAF	TRA	80001750	84,122.41	MN REVENUE
	MSDLAF	US BANK	80001751	54,737.18	PUBLIC EMPLOYEES RETIREMENT ASSN
	MSDLAF	EBC	80001752	93,746.19	TEACHERS RETIREMENT ASSN
	MSDLAF	MN DEPT OF REV	80001753	330,243.42	FEDERAL TAXES
	MSDLAF	MN REVENUE	80001754	21,230.62	EMPLOYEE & EMPLOYER 403B
	MSDLAF	PERA	80001755	63,130.67	PUBLIC EMPLOYEES RETIREMENT ASSN
	MSDLAF	TRA	80001756	92,115.07	TEACHERS RETIREMENT ASSN
	MSDLAF	US BANK	80001757	158,334.30	FEDERAL TAXES
6/21/2018	MSDLAF	BANK OF MONTREAL	3011	100,840.67	P-CARD
	MSDLAF	HEALTHPARTNERS	3012	229,326.64	HPAI
	MSDLAF	HEALTHPARTNERS	3013	2,435.83	HPAI
6/25/2018	MSDLAF	MSRS	3014	1,739.32	MN STATE RETIREMENT SERVICES
	MSDLAF	EBC	3015	5,217.97	EMPLOYEE & EMPLOYER 403B
6/26/2018	MSDLAF	US BANK	70023572 - 70023730	25,725.38	DIRECT DEPOSIT EMPLOYEE EXPENSES FY 17-18
6/28/2018	MSDLAF	HEALTHPARTNERS	3016	231,888.83	HPAI
6/29/2018	MSDLAF	EBC	80001758	44,096.60	EMPLOYEE & EMPLOYER 403B
	MSDLAF	PERA	80001759	3,293.71	MN DEPT OF REVENUE-WAGE LEVY'S
	MSDLAF	TRA	80001760	102,945.88	MN REVENUE
	MSDLAF	US BANK	80001761	40,196.29	PUBLIC EMPLOYEES RETIREMENT ASSN
	MSDLAF	EBC	80001762	106,814.69	TEACHERS RETIREMENT ASSN
	MSDLAF	MN DEPT OF REV	80001763	398,566.65	FEDERAL TAXES
	MSDLAF	MN REVENUE	80001764	16,949.55	EMPLOYEE & EMPLOYER 403B
	MSDLAF	PERA	80001765	46,380.49	PUBLIC EMPLOYEES RETIREMENT ASSN
	MSDLAF	TRA	80001766	106,814.69	TEACHERS RETIREMENT ASSN
	MSDLAF	US BANK	80001767	171,689.00	FEDERAL TAXES
	MSDLAF	US BANK	3017	56.99	ARP FEES VOUCHER ACCT MAY 18
	MSDLAF	CHS	3018	45,440.45	CORPORATE HEALTH SYSTEMS
	MSDLAF	HEALTHPARTNERS	3019	66,030.61	HPAI
6/30/2018	MSDLAF	US BANK	354604 - 355531	1,539,953.35	PAYROLL
	MSDLAF	US BANK	3145	193.79	ARP FEES RECEIPT ACCT MAY 18
<b>MTD TOTALS</b>				<b>5,916,823.82</b>	





**DONATIONS  
INTERMEDIATE DISTRICT 287  
2017-2018**

**Jun-18**

<b>DON. DATE</b>	<b>DESCRIPTION</b>	<b>VIN#</b>	<b>EST VALUE</b>	<b>DONOR</b>	<b>CAMPUS</b>	<b>PROGRAM</b>
6/4/2018	2 STAGE TROY SNOW THROWER		\$ 150.00	JOHNSON, AMANDA	HP/ETC	MOTOR SPORTS

\$ 150.00

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

**Regular Meeting – August 23, 2018**

**AGENDA SECTION: BUSINESS SERVICES & LABOR RELATIONS REPORT**

**ITEM: Resolution for Member Districts Approving TIES Reorganization**

**PRESENTED BY: Kim Helgeson, Director of Technology & Student Information System**

**1. Background Information**

This Resolution authorizes TIES (Technology and Information Educational Services) to not dissolve except according to the terms of the Amended Joint Powers Agreement, but to Reorganize to “Sourcewell Technology” under the transaction with Sourcewell which:

- Allows continuation of Member Districts’ levy authority
- Allows for continuity of services to Member Districts

**Impact on Member Districts:**

- District 287 shall pay an amount of \$3 per student to cover its proportionate share of the cost to maintain and operate the TIES building (for the first year) and agrees to continue to pay its share until the building is sold (est. \$3,465 this year)
- District 287 will remain a Limited Member of Sourcewell Technology until the TIES building is sold and shall retain all legal rights to the TIES building in its proportionate share as a TIES member to any proceeds from the sale of the TIES building in excess of debts owed
- District 287 will only pay Sourcewell Technology for the services/products used; there is no membership fee

**2. Fiscal Impact/Funding Source:**

**3. RECOMMENDED ACTION:     **The Board approves the Resolution for Member Districts Approving TIES Reorganization as presented.****

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

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

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

# WHAT THE BOARD NEEDS TO KNOW

## Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

### **TIES Reorganization, Sale of TIES Building, & Sourcewell Transaction Change Resolution Ratifying and Approving TIES Reorganization and Definitive Agreements**

August 23, 2018

#### **Authors**

Kim Helgeson, Director of Technology and Student Information Systems

#### **Summary**

This Resolution authorizes TIES (Technology and Information Educational Services) to not dissolve except according to the terms of the Amended Joint Powers Agreement, but to Reorganize to “Sourcewell Technology” under the transaction with Sourcewell which:

- Allows continuation of Member Districts’ levy authority
- Allows for continuity of services to Member Districts

#### **In-depth**

Intermediate District 287 is a member of TIES and the following provides a timeline of events leading up to this resolution.

#### **Timeline:**

- January 18, 2018 - TIES Executive Committee recommends dissolution
- January 23, 2018 - NJPA (now Sourcewell) presented TIES with Letter of Intent to consider possible transaction
- January 24, 2018 - TIES Board votes in favor of dissolving TIES on or before June 30, 2019
- March 30, 2018 - NJPA (now Sourcewell) and TIES complete due diligence
- April 19, 2018 - TIES Executive Committee accepts proposal from NJPA (now Sourcewell) and to proceed to close on the transaction
- (NEW) On June 29, 2018 - Sourcewell Board of Directors authorized proposal for Reorganization of TIES’ membership and governance that includes admission of Sourcewell and Metropolitan Educational Cooperative Service Unit (Metro ECSU) as Governing Members of TIES. TIES to be renamed “Sourcewell Technology” under this Reorganization

#### **Impact on Member Districts:**

- District 287 shall pay an amount of \$3 per student to cover its proportionate share of the cost to maintain and operate the TIES building (for the first year) and agrees to continue to pay its share until the building is sold (est. \$3,465 this year)
- District 287 will remain a Limited Member of Sourcewell Technology until the TIES building is sold and shall retain all legal rights to the TIES building in its proportionate share as a TIES member to any proceeds from the sale of the TIES building in excess of debts owed
- District 287 will only pay Sourcewell Technology for the services/products used; there is no membership fee

#### **Impact on Staff:**

- None

<sup>1</sup> Effective June 1, 2018, NJPA will change its name to Sourcewell.

## Form of Member District Governing Board Resolutions

***[Note: Each Member District shall insert the following recitals and resolutions into the proper format to be considered and approved by such Member District's Governing Board:]***

### Ratifying and Approving TIES Reorganization and Definitive Agreements

---

WHEREAS, \_\_\_\_\_, School District# \_\_\_\_\_ (the "District") is a member of Technology and Information Educational Services ("TIES"), which was created in 1965 as a Minnesota joint powers entity under Minnesota Statutes Section 471.59 to provide technology and information services to school administrators, educators, and students; and

WHEREAS, TIES currently operates at a financial deficit which has been determined to be not sustainable by the Joint Board of TIES (the "TIES Board"), which is composed of representatives of the independent school districts who are currently members of TIES (collectively, the "Member Districts") which are identified in Exhibit A;

WHEREAS, on January 24, 2018, at a special board meeting, the TIES Board voted in favor of dissolving TIES and authorized TIES management and the TIES Executive Committee ("EC") to actively pursue potential business opportunities with third parties in order to achieve two objectives for the Member Districts: (1) minimize negative financial impact, and (2) minimize disruption of essential services (the "Objectives"); and

WHEREAS, the "potential business opportunities" authorized by the TIES Board within the scope of the Objectives were comprehensive: "Such opportunities may include a partnership, an asset sale, or a similar business deal with a third party consistent with applicable Minnesota law..."

WHEREAS, in connection with such efforts, TIES and Sourcewell, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 and formerly known as National Joint Powers Alliance ("Sourcewell") entered into a non-binding Letter of Intent ("LOI") effective as of January 23, 2018 with respect to a possible transaction involving Sourcewell's assumption of governance, management, and operational authority over TIES' business operations; and

WHEREAS, after substantial completion of due diligence, on April 17, 2018 and April 19, 2018, respectively, the Boards of Sourcewell and TIES authorized the management team of each organization to proceed with discussions and the drafting and negotiation of all necessary legal agreements to consummate a transaction substantially as described in the LOI; and

WHEREAS, the authorized legal process required significant research and analysis to identify and evaluate options available under applicable law for how to structure the transaction

between Sourcewell and TIES and the Member Districts to best achieve the Objectives; and

WHEREAS, after consideration and discussion with TIES EC, management and District's legal counsel (at District's option), and review of the Definitive Agreements (defined below), and as duly authorized under the resolution template form approved by the EC during a regular meeting on May 16, 2018 and provided thereafter to each Member District for signature, District's superintendent or other representative ("District's Legal Representative") determined that it is in the best interest of the District to structure the transaction as a "Reorganization" of the existing TIES joint powers entity in order to achieve the Objectives; and

WHEREAS, the District Legal Representative's conclusion that Reorganization of TIES is the best structure for the Sourcewell transaction is based on the following findings since the resolution dated April 19, 2018:

- (1) Continuation of Member Districts' levy authority. Under current law (Minnesota Statutes Section 126C.40, subd. 1 (i)), if TIES is dissolved, the Member Districts would lose their legal authority to levy for funds to pay their proportionate share of the debt due through February 1, 2023 pursuant to the financing documents for improvements to the TIES Building with U.S. Bank dated October 1, 2012. Reorganization allows for the Member Districts to remain members of TIES for a limited time and purpose: to levy for and manage the TIES Building until it is sold at which time they will automatically cease to be members;
- (2) Continuity of services to Member Districts. Reorganization allows for continuity of services to Member Districts wanting continuity of services;
- (3) Limits Member Districts' financial obligations. As part of the Reorganization, Sourcewell will assume all TIES operating expenses and debts incurred after July 1, 2018, thereby relieving the Member Districts of their obligation to provide financial support to TIES for regular operating expenses after July 1, 2018 for an unknown period of time (as with dissolution), other than assessed fees for management, operations, and maintenance of the TIES Building Assets and the other limited financial obligations described in the Definitive Agreements, as defined herein. Member Districts' pro rata share of TIES' past debt calculated as of July 1, 2018 based on a per student fee must be paid by July 27, 2018; and

WHEREAS, the purposes of the Reorganization include achieving the Objectives for the Member Districts based on the three (3) findings set forth above (included in the Definitive Agreements defined below); and

WHEREAS, at a special meeting on June 29, 2018, the Sourcewell Board of Directors authorized the proposal of the Reorganization as set forth in the Definitive Agreements; and

WHEREAS, the Reorganization of TIES' membership and governance includes the admission of Sourcewell and Metropolitan Educational Cooperative Service Unit, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 ("Metro ECSU") as Governing Members of TIES, and the reclassification of the Member Districts as Limited Members of TIES for the sole purposes related to the TIES Building described above in Section (1); and

WHEREAS, after consideration and discussion with TIES management and legal counsel, and review of the TIES Reorganization Agreement attached hereto at Exhibit B and the Amended Joint Powers Agreement attached hereto at Exhibit C (the "Definitive Agreements"), each of which is incorporated herein without modification, at a special meeting on July 2, 2018, the EC accepted Sourcewell's proposal and approved the Reorganization of TIES as set forth in the Definitive Agreements, authorized an officer of TIES to execute the Definitive Agreements on behalf of TIES, and approved the submission of such agreements to each Member District for consideration, approval and ratification pursuant to the resolutions herein; and

WHEREAS, the District's Legal Representative has executed the Definitive Agreements on behalf of the District, subject to the approval and ratification of the District's Board; and

WHEREAS, District's Board desires to approve and ratify the Reorganization as set forth in the Definitive Agreements, and to approve and ratify the District's Legal Representative's execution of the Definitive Agreements on behalf of the District.

1. Approval of Reorganization

NOW, THEREFORE BE IT RESOLVED, that Reorganization as described in these resolutions and in the Definitive Agreements is hereby approved and authorized and ratified.

2. Approval of Definitive Agreements

RESOLVED FURTHER, that the Reorganization Agreement executed by the District's Legal Representative, and presented to the District's Board and attached hereto as Exhibit B, be, and the same hereby is, approved and ratified.

RESOLVED FURTHER, that the Amended Joint Powers Agreement executed by the District's Legal Representative, and presented to the District's Board and attached hereto as Exhibit C, be, and the same hereby is, approved and ratified.

3. Continuation of TIES Entity

RESOLVED FURTHER, that the District hereby acknowledges and approves the continuation of TIES as a joint powers entity under Minnesota Statutes Section 471.59 pursuant to the Definitive Agreements and recognizes that if the Reorganization is

consummated, TIES will not dissolve except according to the terms of the Amended Joint Powers Agreement.

4. Authorizing Resolution

RESOLVED FURTHER, that District's Legal Representative is hereby authorized and directed to execute any and all other documents necessary to effectuate these resolutions and the Reorganization and to take or cause to be taken any and all other actions (including preparing, executing, issuing, delivering and filing any and all instruments, documents and agreements and amendments thereto) and to do any and all other acts or things in the name of and on behalf of TIES as any of them may deem necessary or appropriate in connection with the Reorganization and carrying into effect these resolutions.

RESOLVED FURTHER, that all actions taken to date by District's Legal Representative that are consistent with the purpose and intent of these resolutions are hereby in all respects authorized, approved, ratified and confirmed.

RESOLVED FURTHER, that capitalized terms used but not defined herein shall have the meanings set forth in the Definitive Agreements.

**CERTIFICATION**

The foregoing resolutions were adopted by the **governing board**, \_\_\_\_\_  
of **Member District**, \_\_\_\_\_, **SCHOOL DISTRICT #** \_\_\_\_\_,  
at a duly held meeting at which a quorum was present on the \_\_\_\_\_ **day of** \_\_\_\_\_,  
**2018.**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Exhibit A**  
**List of Member Districts**

Anoka-Hennepin Schools, #11	Minnetonka Public Schools, #276
Big Lake Schools, #727	Monticello Public School District, #882
Brooklyn Center Community Schools, #286	Mounds View Public Schools, #621
BHM Schools (Buffalo Hanover Montrose), #877	New Prague Area Schools, #721
Burnsville-Eagan-Savage School District, #191	North Branch Area Public Schools, #138
Centennial School District, #12	Orono Schools, #278
Chisago Lakes School District, #2144	Osseo Area Schools, #279
East Central Schools, #2580	Pine City Public Schools, #578
Eden Prairie Schools, #272	Randolph Public Schools, #195
Edina Public Schools, #273	Red Wing Public Schools, #256
Forest Lake Area Schools, #831	Richfield Public Schools, #280
Fridley Public Schools, #14	Rosemount-Apple Valley-Eagan Public Schools, #196
Hastings Public Schools, #200	Rush City Schools, #139
Hinckley-Finlayson Schools, #2165	Shakopee Public Schools, #720
Hopkins Public Schools, #270	South St. Paul Public Schools, #6
Howard Lake-Waverly-Winsted Public Schools, #2687	St. Anthony-New Brighton, #282
Intermediate District #287	St. Cloud Area School, #742
Intermediate District #917	St. Francis Area Schools, #15
Inver Grove Heights Schools, #199	St. Louis Park Public Schools, #283
Jordan Public Schools, #717	St. Michael-Albertville Schools, #885
Lakeville Area Public Schools, #194	Stillwater Area Public Schools, #834
Mahtomedi Public Schools, #832	West St. Paul-Mendota Heights-Eagan, #197
	Westonka Public Schools, #277

**Exhibit B**

**TIES REORGANIZATION AGREEMENT**

THIS TIES REORGANIZATION AGREEMENT (the “Reorganization Agreement”) is entered into as of July 27, 2018 (the “Signing Date”) by and among Sourcewell, formerly known as National Joint Powers Alliance (“Sourcewell”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21; Technology and Information Educational Services (“TIES”) which is a joint powers entity formed under Minnesota Statutes § 471.59; and the member school districts (the “Member Districts”) of TIES which are identified in the attached Exhibit A (each a “Party” and collectively, the “Parties”). The transaction described in this Agreement shall be effective as of 12:01a.m. on September 1, 2018, or on such date as all closing conditions set forth in Article IV have been satisfied or waived (the “Effective Date”).

WHEREAS, TIES was created in 1965 as a Minnesota joint powers entity under Minn. Stat. §471.59 to provide technology and information services to school administrators, educators, and students; and

WHEREAS, TIES presently operates at a financial deficit which TIES and its Member Districts have determined is not sustainable; and

WHEREAS, TIES and its Member Districts have determined that it is in their mutual best interests to enter into this Reorganization Agreement with Sourcewell for the reorganization of TIES’ membership and governance (the “Reorganization”) as described herein, and in the separate Joint Powers Agreement (Amended, Restated, Restructured and Reconstituted) of even date between the Parties and Metropolitan Educational Cooperative Service Unit (“Metro ECSU”) which is a public agency and public corporation established by Minnesota Statutes § 123A.21 (the “Amended Joint Powers Agreement”); and

WHEREAS, the purposes of the Reorganization are to minimize the negative financial impact on Member Districts; to maintain and improve TIES’ operations to ensure continuity of services to Member Districts (and other TIES customers); and, to allow TIES and the Member Districts to maintain and manage the “TIES Building Assets” (as defined below); and

WHEREAS, in January 2018, the TIES Board, which consists of representatives of the Member Districts, authorized TIES management and its Executive Committee to explore various business opportunities with third parties consistent with applicable Minnesota law; and

WHEREAS, in connection with such efforts, Sourcewell and TIES entered into a non-binding Letter of Intent (“LOI”) dated January 23, 2018 with respect to a possible transaction involving Sourcewell’s assumption of governance, management, and operational authority over TIES’ business operations; and

WHEREAS, after substantial completion of due diligence, in April 2018 the respective Boards of Sourcewell and TIES authorized the management team of each organization to proceed with discussions and the drafting and negotiation of all necessary legal agreements to consummate the Reorganization (which is similar to the possible transaction outlined in the LOI); and

WHEREAS, Sourcewell and Metro ECSU wish to join TIES as new “Governing Members”, and the Member Districts wish to remain members of TIES as “Limited Members” in accordance with the terms set forth in the Amended Joint Powers Agreement; and

WHEREAS, the TIES Board desires to affirm the admission of Sourcewell and Metro ECSU as new members of TIES, to be effective as of the Effective Date and according to the provisions in the Amended Joint Powers Agreement, subject to consummation of the Reorganization; and

WHEREAS, the Sourcewell Board has approved the Reorganization as described in this Reorganization Agreement, the Amended Joint Powers Agreement, and all other documents and agreements required to be entered into by the Parties to consummate the Reorganization (collectively, the “Definitive Agreements”), subject to the closing conditions described herein, and has proposed the same to all other Parties for consideration; and

WHEREAS, the governing body of each of the other Parties has independently determined that the Reorganization and entering into the Definitive Agreements is in the best interests of their organization.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

## **ARTICLE I REORGANIZATION**

**Section 1.1 TIES Assets and Liabilities.** The Member Districts agree to retain, assume and pay for certain debts, liabilities, and obligations of TIES as of the Financial Cut-Off Date (as defined in Section 2.1) and the Parties agree to such other allocation of TIES’ assets and liabilities as described in Article II of this Reorganization Agreement. The governing board of each Member District shall approve this Reorganization Agreement and the Amended Joint Powers Agreement by adopting resolutions in the form of the template attached hereto as Exhibit B.

**Section 1.2 Amended Joint Powers Agreement; TIES Name Change.** The Parties and Metro ECSU shall execute the Amended Joint Powers Agreement to be effective as of the Effective Date, substantially in the same form attached hereto as Exhibit C, which in relevant part establishes two classes of membership in TIES and changes the name of TIES to Sourcewell Technology.

**Section 1.3 TIES Governance Approvals; TIES Admission of New Members.** The TIES Executive Committee shall approve the Reorganization, this Reorganization Agreement, and the Amended Joint Powers Agreement by adopting a resolution in substantially the same form attached hereto as Exhibit D, all to be effective as of the Effective Date. Sourcewell and Metro ECSU shall be admitted as the two sole Governing Members of TIES pursuant to the terms of the Amended Joint Powers Agreement, in accordance with such resolutions.

**Section 1.4 Reclassification of TIES Membership; Withdrawal of Member Districts.** The Member Districts shall be reclassified as Limited Members of TIES pursuant to the terms of the

Amended Joint Powers Agreement, effective as of the Effective Date. The Member Districts shall withdraw as Limited Members of TIES pursuant to the provisions in the Amended Joint Powers Agreement.

**Section 1.5 TIES Building Assets; Building Committee; Building Maintenance Fee; Sale.**

Except as otherwise set forth in the Amended Joint Powers Agreement, as Limited Members of TIES, the Member Districts shall have sole responsibility, liability, obligations, and rights to all of the TIES buildings, structures, and improvements located in, on, or about the real property legally described on Exhibit E, as well as certain fixtures and furniture located therein as set forth on Exhibit E (collectively, the “TIES Building Assets”). As described in the Amended Joint Powers Agreement, the Building Committee (which means the nine (9) member TIES Executive Committee existing as of the Effective Date) shall represent TIES and the Member Districts in the management and maintenance of the “TIES Building” as defined in Exhibit E.

**1.5.1** Member Districts shall continue to be responsible for payment of (i) all costs and expenses related to the management, operation, and maintenance of the TIES Building Assets, including without limitation, all utilities, maintenance and repair (including replacement), taxes, insurance, building personnel, management and administrative fees (all of the foregoing, collectively, the “TIES Building Operating Costs”), and (ii) any and all extraordinary or unanticipated expenses outside of those incurred in the normal course of day-to-day management and operation of the TIES Building Assets (e.g., without limitation, due to an unforeseen environmental conditions or unanticipated capital expenditures (e.g., roof replacement)) (collectively, the “Extraordinary Expenses”). TIES shall perform facilities management services with respect to the TIES Building Assets on behalf of the Member Districts as consideration for Member Districts’ agreement that TIES, Sourcewell, and Metro ECSU shall be permitted to occupy the TIES Building free of any rent or any other similar payment or fee until the TIES Building is sold, subject to maximum reasonable notice under the circumstances.

**1.5.2** Each Member District shall continue to exercise its authority under Minnesota Statutes § 126C.40, Subdivision 1(i) to levy for, and shall pay to TIES (Sourcewell Technology), its portion of lease costs attributed to the Member District for the Lease-Purchase Agreement between TIES and U.S. Bank National Association dated October 1, 2012 (the “Lease-Purchase Financing”), which was entered into pursuant to the issuance of the Technology and Information Education Services, St. Paul, Minnesota Certificates of Participation, Series 2012C in an original principal amount of \$5,207,000, including without limitation, all debt, interest and other costs and fees due thereunder.

**1.5.3** After the Effective Date, TIES (Sourcewell Technology) will invoice Member Districts a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017 (the “Initial Building Maintenance Fee,” hereinafter, together with any future invoices to the Member Districts (with the fee amount determined in the same manner based on the most recently available reported student enrollment numbers as of the date of such assessment, collectively, the “Building Maintenance Fee(s)”). The Initial Building Maintenance Fee is

anticipated and intended to cover the TIES Building Operating Costs for a period of approximately 12 to 18 months following the Effective Date. The Initial Building Maintenance Fee is an estimate-only and the Member Districts' liability for the TIES Building Operating Costs shall be based upon the actual TIES Building Operating Costs for such period, and any additional period, and shall include any Extraordinary Expenses, until the sale of the TIES Building Assets.

**1.5.4** TIES (Sourcewell Technology) shall continue to have the right, at its option, to assess further Building Maintenance Fees to the Member Districts to pay for TIES Building Operating Costs and to assess fees to the Member Districts to pay for any Extraordinary Expenses.

**1.5.5** If the TIES Building Assets are sold prior to the expiration of the anticipated period covered by the Initial Building Maintenance Fee (or within any period covered by an additionally assessed Building Maintenance Fee), the Member Districts may be entitled to a refund of any paid portion of the Initial Building Maintenance Fee (or any additionally assessed and paid Building Maintenance Fee) exceeding the Member District's liability for the TIES Building Costs and any Extraordinary Expenses.

**1.5.6** Upon sale of the TIES Building Assets, the Member Districts shall receive a pro rata share of the Net Proceeds (as hereinafter defined) according to per resident pupil units commensurate with the method by which their pro rata payment amounts under US Bank Financing documents as described in Section 1.5.2 have been calculated. "Net Proceeds" means the net sale proceeds after deduction for payoff of any debt, offset for any outstanding unpaid Building Maintenance Fees (allocated only to the extent unpaid by a Member District), and payment of any and all costs associated with the sale of the TIES Building Assets, including without limitation, commissions and brokerage fees, title and survey costs, deed tax, closing fees and any other customary fees paid by a seller in connection with a commercial real estate transaction).

**Section 1.6 TIES Employees.** Employees of TIES as of the Effective Date shall continue to be employed by TIES (Sourcewell Technology) on and after the Effective Date, subject to the right of TIES (Sourcewell Technology) and any such employee to terminate such employment relationship at any time. TIES employees shall continue to receive compensation and benefits from TIES (Sourcewell Technology) following the Reorganization.

**Section 1.7 Management Agreement.** The Parties may desire to transition oversight and management of TIES' operations to Sourcewell at some point prior to the Effective Date. If such event, TIES and Sourcewell will enter into a Management Agreement describing the terms and conditions on which Sourcewell will provide management services to TIES during the period before the Effective Date.

**Section 1.8 Continuation of Services to Member Districts.** TIES (Sourcewell Technology) agrees to continue to provide services to Member Districts, and Member Districts agree to receive

such services, in accordance with the terms and conditions set forth in each Member District's legal agreements with TIES for the provision of products and services in effect as of the Financial Cut-off Date.

## ARTICLE II

### ALLOCATION OF TIES ASSETS AND LIABILITIES

**Section 2.1 Retention of All Assets by TIES (Sourcewell Technology).** As of the Effective Date, TIES (Sourcewell Technology) shall retain all of its right, interest, and ownership of all assets and operations of TIES, including but not limited to all receivables, properties, real estate, buildings, equipment, contracts, rights, licenses, permits, software, source code, applications, other technology and intellectual property, programs, services, and all other assets of TIES (the "TIES Assets"). The TIES Assets include in part the TIES Building Assets.

**Section 2.2 Retention of Certain Liabilities by TIES (Sourcewell Technology).** As of the Effective Date, TIES (Sourcewell Technology) shall retain, and timely pay and perform only the following liabilities of TIES (collectively referred to as the "Retained Liabilities"):

**2.2.1** Accounts payable of TIES as of July 1, 2018 (the "Financial Cut-off Date"); and

**2.2.2** All operating expenses of TIES arising on and after the Financial Cut-off Date.

**Section 2.3 Retention and Payment of Member Districts' Debts.** Subject to the indemnification provisions of Section 6.3.3, and in addition to the Member Districts' financial obligations related to the TIES Building Assets under Section 1.5, the Member Districts hereby retain, assume and accept joint and several liability for, and shall pay, satisfy and discharge all debts (excluding Accounts Payable), liabilities and obligations of TIES incurred in the operation of its business prior to the Financial Cut-off Date ("Member Districts Debts") by payment in their pro rata shares estimated as of the Financial Cut-off Date (the "Member District Debt Payments"). Member Districts shall pay their Member District Debt Payments to TIES by no later than end of business on July 27, 2018 pursuant to their individual Summary Sheet and invoice expected to be sent to them on or about July 3, 2018. The Summary Sheets will be provided in the same form as the template attached as Exhibit F. Member District Debt Payments shall be determined according to a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017. Member District Debt Payments are subject to any adjustments required by the reconciliation described below in Section 2.4.

**Section 2.4 Reconciliation.** The Parties understand and agree that audited financials which include the final amount of Member Districts Debts incurred by TIES prior to the Financial Cut-off Date will not be available until the routine audit for TIES fiscal year 2017-2018 (July 1, 2017 - June 30, 2018) by its independent auditor has been completed and the audit report has been provided to TIES and the Member Districts. Such audit report is expected in the month of December 2018. The Parties further understand and agree that upon receipt of the audit report, an adjustment to each Member District's Debt Payment made pursuant to Section 2.3, or a credit toward the Member Districts Debts may occur. In such event, TIES (Sourcewell Technology) shall provide the other Parties with an accounting for any shortfall or overpayment and an invoice or

reimbursement for the difference as appropriate.

**Section 2.5 Relinquishing and Assignment of IP Rights by Member Districts.** Each Member District hereby relinquishes and assigns to TIES (Sourcewell Technology) any and all rights it may have in any software, source code, applications, and related technology, copyrightable subject matter, trade secrets, and any other intellectual property of TIES by virtue of any prior agreements or licenses with TIES (the “IP Assets”).

### ARTICLE III

#### REPRESENTATIONS, WARRANTIES, AND COVENANTS

**Section 3.1 Representations, Warranties, and Covenants of TIES.** As a material inducement to Sourcewell enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, TIES represents and warrants to Sourcewell that the following are true, complete and correct as of the Signing Date, except as set forth in Schedule 3.1 (the “TIES Disclosure Schedule”):

**3.1.1 Organization.** TIES has all requisite corporate power and authority to own the Acquired Assets, to conduct its activities as they are now being conducted, and to enter into and perform its commitments under each of the instruments to be executed by TIES in connection with the Reorganization.

**3.1.2 Corporate Authorization.** The execution, delivery and performance of this Reorganization Agreement by TIES, and all other agreements or instruments to be executed by TIES pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within TIES’ statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by TIES in connection herewith will constitute, the legal, valid and binding obligations of TIES, which are, or will be, enforceable against TIES in accordance with their respective terms.

**3.1.3 Exhibits.** The information contained in each of the exhibits referenced in and attached to this Reorganization Agreement is complete, true and correct in all material respects.

**3.1.4 No Defaults.** True and correct copies of each of the material leases, contracts and licenses to which TIES is a Party have been provided to Sourcewell in the due diligence process, and to the best of TIES’ knowledge, each is in full force and effect except as TIES has otherwise disclosed to Sourcewell. To the best of TIES’ knowledge, TIES is not in material default or breach under any of such agreements and no other Party to such agreements is in material default or breach thereunder. TIES has not received any written notice of an allegation or have other reason to believe that any such agreement is not in full force and effect or that TIES or another Party to such agreement is in material default or breach thereunder.

**3.1.5 No Breaches.** To the best of TIES’ knowledge after due and diligent inquiry, TIES is not in violation of, and the execution, delivery and performance of this Reorganization

Agreement or the other agreements contemplated by this Reorganization Agreement, and the consummation of the Reorganization contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of TIES' Joint Powers Agreement or Bylaws, or of any mortgage (provided any required consent of the mortgagee thereunder is received), bond, indenture, contract, agreement, license or other instrument or obligation to which TIES is a party or by which the TIES Assets are bound. To the best of TIES' knowledge after due and diligent inquiry, the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered, or threatened in a proceeding or action in which TIES is, was or may be bound or to which the TIES Assets are subject. In the event any such notices are served or received prior to the Effective Date or if an inspection by the applicable governmental authorities shall disclose that the TIES Assets (including the TIES Building Assets) or any portion thereof is not in compliance with applicable law, regulation or other governmental requirement, TIES will notify all other Parties and commence to address such compliance as soon as may be practical, provided however, that any work required to effect such compliance shall be subject to Sourcewell's reasonable approval and shall be completed by TIES prior to the Effective Date. If there is insufficient time to effect compliance prior to the Effective Date, then TIES may extend the Effective Date, subject to the approval of Sourcewell, until such compliance is achieved.

**3.1.6 Lawsuits and Proceedings.** TIES is not engaged in any legal action or other proceedings before any court or administrative agency which would or might prohibit the Reorganization contemplated hereby or which would or might adversely affect the TIES Assets. TIES is not a party to any action or proceeding, nor has TIES received written notice of or have reason to believe that there exists any such action or proceeding, nor does there exist any basis therefor, which will or could have a material adverse effect on the condition, financial or otherwise, of the TIES Assets. No order, writ, injunction or decree has been issued by, or, to the best of TIES' knowledge after due and diligent inquiry, requested of, any court or governmental agency which does or may result in any material adverse change in the TIES Assets or in the financial condition of TIES. TIES is not liable for damages to any of its employees or former employees as a result of violation of any foreign, state or federal laws directly or indirectly relating to such employees or former employees.

**3.1.7 Condition of TIES Assets.** To the best of TIES' knowledge after due and diligent inquiry, there are no defects in the TIES Assets or other conditions relating thereto which, in the aggregate, materially adversely affect the operation or value of the TIES Assets. Ordinary wear and tear of the TIES Assets is permitted.

**3.1.8 Compliance with Law.** With respect to the TIES Building Assets, TIES has not been cited for any violations of any regulation, code, resolution, ordinance, statute or law involving the use, maintenance, operation or condition of the TIES Building Assets, or any part thereof, which have not been corrected, and to the best of TIES' knowledge, the TIES Building Assets comply with all applicable resolutions, statutes, laws, rules, regulations, and codes of all governmental units, authorities, agencies, and environmental protection agencies having authority over the TIES Building Assets. TIES is not currently being

charged with, nor to TIES' best knowledge, are its operations, nor any aspect of the TIES Building Assets, in material violation of, any applicable foreign, federal, state or municipal laws, regulations or ordinances the violation of which would have a materially adverse impact on TIES' operations including, without limitation, the federal Occupational Safety and Health Act of 1970, 42 U.S.C. § 1320a-7b, the Americans with Disabilities Act of 1990, Minnesota State law, and the regulations promulgated under the foregoing, or any other applicable federal, state or municipal statute, law, regulation or ordinance relating to occupational or environmental health and safety, nor is TIES relying on any exemption from or deferral of any such applicable statute, law, regulation or ordinance that would not be available to TIES after the Effective Date.

**3.1.9 Intellectual Property Rights.** To the extent necessary for the operation of TIES, TIES owns or exclusively holds all rights to use, free and clear of all liens, claims and restrictions, all trademarks, service marks, trade names, logos, internet domain names, designs, slogans, (whether registered or unregistered) copyrights and copyrightable subject matter (whether registered or unregistered), computer software programs and software systems, including all data bases, compilations, applications, tool sets, compilers, decompilers, related documentation and materials, whether in source code or object code or human readable form, trade secrets, know-how, concepts, methods, processes, reports, data, business plans, and other proprietary information, all of which derive value from being maintained in confidence (the "Intellectual Property"). If applicable, TIES has used reasonable efforts to secure rights to Intellectual Property needed for the operation of its current business from its employees under applicable law and/or written assignment, and from consultants by written assignment. TIES has not received written notice of any claim that its Intellectual Property infringes upon the rights of any such employee or consultant.

**3.1.10 Representations and Warranties.** The representations and warranties contained in this Section 3.1 hereof shall be true on and as of the Effective Date with the same force and effect as though such representations and warranties had been made on and as of the Effective Date. Such representations and warranties have been made by TIES with the knowledge and expectation that all other Parties are relying thereon.

**3.1.11 Preservation and Operation of TIES Business.** Between the Financial Cut-off Date and the Effective Date, TIES will keep its business and properties substantially intact, including present operations, the TIES Building Assets, working conditions and relationships with employees, Member Districts, licensors, and suppliers. TIES will not engage in any practice, take any action, or enter into any transaction outside of the ordinary course of business without Sourcewell's prior written consent. TIES shall continue to operate in the ordinary course of business with frequent updates and notice to Sourcewell of such operations and TIES shall not take any action which, if taken prior to the Effective Date of this Agreement, would have had the effect of making any of TIES' representations and warranties contained herein untrue as of the Effective Date of this Agreement. TIES shall observe and keep in full force and effect all applicable licenses and permits and shall perform all its obligations thereunder, and shall not voluntarily amend or terminate any existing management, service or other agreements that are necessary to carry on and conduct the present business of TIES. TIES will not engage in any practice, take any

action, or enter into any transaction outside of the ordinary course of business without Sourcewell's prior written consent.

**Section 3.2 Representations, Warranties, and Covenants of Sourcewell.** As a material inducement to TIES to enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, Sourcewell hereby represents and warrants to and TIES that the following are true, complete and correct as of the Signing Date:

**3.2.1 Organization.** Sourcewell has all requisite corporate power and authority to enter into and perform its commitments under each of the instruments to be executed by Sourcewell in connection with the Reorganization.

**3.2.2 Corporate Authorization.** The execution, delivery and performance of this Reorganization Agreement by Sourcewell, and all other agreements or instruments to be executed by Sourcewell pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within Sourcewell's statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by Sourcewell in connection herewith will constitute, the legal, valid and binding obligations of Sourcewell, which are, or will be, enforceable against Sourcewell in accordance with their respective terms.

**3.2.3 No Breaches.** To the best of Sourcewell's knowledge after due and diligent inquiry, Sourcewell is not in violation of, and the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement, and the consummation of the Reorganization contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of Sourcewell's governing documents, or of any mortgage (provided any required consent of the mortgagee thereunder is received), bond, indenture, contract, agreement, license or other instrument or obligation to which Sourcewell is a party. To the best of Sourcewell's knowledge after due and diligent inquiry, the execution, delivery and performance of this Reorganization Agreement or the other agreements contemplated by this Reorganization Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered, or threatened in a proceeding or action in which Sourcewell is, was or may be bound. In the event any such notices are served or received prior to the Effective Date, Sourcewell will notify all other Parties and commence to address such compliance as soon as may be practical, provided however, that any work required to effect such compliance shall be completed by Sourcewell prior to the Effective Date. If there is insufficient time to effect compliance prior to the Effective Date, then Sourcewell may extend the Effective Date until such compliance is achieved.

**Section 3.3 Representations, Warranties, and Covenants of Member Districts.** As a material inducement to each other Party to enter into this Reorganization Agreement and with the understanding that each of the same will be relying thereon in consummating the Reorganization contemplated hereunder, the Member Districts each hereby represent and warrant to each other Party that the following are true, complete and correct as of the Signing Date with respect to their own organization:

**3.3.1 Organization.** Each of the Member Districts has all requisite corporate power and authority to enter into and perform its commitments under each of the instruments to be executed by the Member Districts in connection with the Reorganization.

**3.3.2 Corporate Authorization.** The execution, delivery and performance of this Reorganization Agreement by each Member District, and all other agreements or instruments to be executed by the Member District pursuant to this Reorganization Agreement, have been authorized by proper corporate action and are within such Member District's statutory and other legal powers. This Reorganization Agreement constitutes, and such other agreements or instruments executed by the Member District in connection herewith will constitute, the legal, valid and binding obligations of such Member District, which are, or will be, enforceable against such Member District in accordance with their respective terms.

## ARTICLE IV

### CLOSING CONDITIONS

**Section 4.1 Conditions Precedent.** The obligation of each Party to enter into and complete the Reorganization contemplated by the Definitive Agreements is subject to the fulfillment on or prior to the Effective Date of the conditions described in this Article IV, any one or more of which may be waived by agreement of all of the Parties or as otherwise provided herein.

**Section 4.2 Approvals of Governing Bodies.** The governing bodies of Sourcewell, Metro ECSU, and each Member District shall have approved the Definitive Agreements to which they are a party and granted all other approvals necessary for the applicable Party to complete the Reorganization as described in the Definitive Agreements, with all such resolutions in the form of the templates attached hereto, as applicable, or otherwise in a form and content satisfactory to Sourcewell; and after each such approval has been obtained, the Sourcewell Board of Directors shall have taken a final vote approving the Reorganization.

**Section 4.3 Completion of Attachments.** All attachments, exhibits and schedules to the Definitive Agreements shall have been completed by the Parties and updated as of the Effective Date, and Sourcewell shall have approved the same.

**Section 4.4 Third Party Consents.** The Parties shall have provided all notices and obtained all consents of third parties and governmental entities required to consummate the Reorganization; provided that Sourcewell may in its discretion waive the receipt of any such notices or consents as a condition of closing.

**Section 4.5 No Material Liabilities.** No material liabilities of TIES shall have been identified that would have a material adverse effect on TIES' Assets or the Reorganization; provided that Sourcewell may in its discretion waive such condition as a condition of closing.

**Section 4.6 Insurance Policies.** TIES shall have maintained all insurance policies which were in place as of the Signing Date in full force and effect through the Effective Date and shall have provided copies of the same to Sourcewell if so requested.

**Section 4.7 Other Documents.** All Parties shall have delivered to each other Party executed Definitive Agreements to which they are a party, and any other documents and deliverables required by this Reorganization Agreement or otherwise reasonably requested by the Parties to carry out the Reorganization.

**Section 4.8 Representations and Warranties.** Each of the representations and warranties of the Parties herein shall be true and correct at and as of the Effective Date as though then made and as though the Effective Date had been substituted for the Signing Date throughout such representations and warranties.

**Section 4.9 Opinion of Bond Counsel.** TIES shall have obtained and provided to Sourcewell and Metro ECSU an opinion of Knutson Flynn & Deans, bond counsel, dated the Effective Date, to the effect that the Reorganization as presently contemplated and described in the Definitive Agreements will not adversely affect the exclusion of the interest on the Lease-Purchase Financing (as defined in Section 1.5.2 hereof) from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, subject to certain conditions.

**Section 4.10 Satisfaction of Third Party Debt.** TIES shall have prepaid in full all outstanding amounts with respect to its revolving line of credit with Venture Bank dated June 30, 2018, Loan No. 15057, such payments to be made as funds are made available to TIES pursuant to the Member District Debt Payments, and TIES shall have terminated such line of credit with the consent of Venture Bank, all prior to the Effective Date. In the event that TIES' payment in full and termination of such line of credit is not completed by September 1, 2018, the Effective Date shall be on such later date as this closing condition described in Section 4.10, and all other closing conditions described in this Article IV, have been satisfied or waived.

## ARTICLE V

### DELIVERABLES

**Section 5.1 Executed Reorganization Agreement.** Each Party shall deliver to each other Party an executed copy of the Reorganization Agreement on or prior to the Signing Date.

**Section 5.2 Other Deliverables.** Prior to the Effective Date, each Party shall deliver to each other Party such documents, instruments and materials as may be reasonably required in order to effectuate the intent and provisions of this Reorganization Agreement, including all deliverables described in Section 5.3. There shall not be a physical closing at which all Parties are present. The transactions which occur on the Effective Date shall be deemed to have taken place as of 12:01 a.m. on the Effective Date.

**Section 5.3 Specific Items to be Delivered Before the Effective Date.** The Parties shall deliver the following items to all other Parties prior to the Effective Date:

**5.3.1** To be delivered by TIES:

- (i) Certificate of an authorized officer of TIES confirming, as of the Closing Date, the accuracy of and compliance with the representations, warranties and covenants set forth in Sections 3.1 and 6.2 hereof.
- (ii) TIES Executive Committee Resolutions substantially in the form of the template attached hereto as Exhibit D.
- (iii) A bond counsel opinion pursuant to Section 4.9 of this Agreement.

**5.3.2** To be delivered by Sourcewell:

- (i) An executed copy of the Amended Joint Powers Agreement.
- (ii) Sourcewell Board Resolutions approving the proposed terms of the Reorganization prior to the Signing Date.
- (iii) Sourcewell Board Resolutions giving final approval of the Reorganization pursuant to Section 4.2 of this Reorganization Agreement.

**5.3.3** To be delivered by each Member District:

- (i) An executed copy of such Member District's joint signature page to the Reorganization Agreement and Amended Joint Powers Agreement, if not previously provided.
- (ii) A copy of the resolutions of the governing board of such Member District approving the Reorganization, in the form of the template attached hereto as Exhibit B.
- (iii) A wire transfer or other payment of such Member District's Debt Payment to TIES by July 27, 2018.

**Section 5.4 Further Assurances.** If any Party reasonably determines or is reasonably advised that any further instruments, actions, or things are necessary or desirable to carry out the terms of the Reorganization, either prior to or following the Effective Date, each Party shall cooperate and shall in good faith execute and deliver such instruments, perform all such actions, and provide all such things reasonably necessary and proper to carry out the terms of the Reorganization.

## ARTICLE VI

### INSURANCE AND INDEMNIFICATION

**Section 6.1 Insurance.** TIES will provide Sourcewell with access upon request to copies of all insurance policies maintained by TIES relating to the TIES Assets or the Retained Liabilities currently in force for which TIES is a named insured (collectively, the "Insurance Policies").

**Section 6.2 Additional Representations and Warranties Regarding Insurance.** In addition to the representations and warranties set forth in Section 3.1, TIES represents and warrants to each other Party that the following are true, complete and correct as of the Signing Date:

**6.2.1 Claims.** All material claims, potential claims or circumstances have been timely reported, and except as set forth on the Disclosure Schedule, there are no claims related to the TIES Assets, or the Retained Liabilities pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

**6.2.2 No Change in Coverage; Premiums.** Neither TIES nor any of its employees has received any written or oral notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if not yet due, accrued.

**6.2.3 Integrity of Insurance Policies.** All Insurance Policies are in full force and effect and enforceable in accordance with their terms, and have not been subject to any lapse in coverage. TIES is not in default under, or has otherwise failed to comply, in any material respect, with any provision contained in any Insurance Policy.

**6.2.4 Maintenance of Policies; Notices.** A true and complete copy of each Insurance Policy (including all endorsements thereto) that is currently in force has been made available to Sourcewell. At TIES' expense, TIES will maintain the current Insurance Policies in full force and effect through the Effective Date. TIES will give all notices and present all claims arising prior to the Effective Date under all potentially applicable Insurance Policies in a due and timely fashion.

### **Section 6.3 Indemnification.**

**6.3.1 Survival of Representations and Warranties.** Except as otherwise provided in this Reorganization Agreement, the representations and warranties contained in this Reorganization Agreement shall survive the Effective Date for a period of twelve (12) months.

**6.3.2 Indemnification by TIES (Sourcewell Technology).** TIES (Sourcewell Technology) will defend, hold harmless, and indemnify each Member District from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments (including, but not limited to, reasonable legal fees) asserted against, imposed upon or incurred by such Member District to the extent not covered by such Member District's insurance, and subject to the limitations of Minnesota Statutes Section 466.04, which the Member District may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon any liability relating to or arising out of the TIES Assets on or after the Effective Date or TIES's operations on or after the Effective Date which is specifically retained by TIES (Sourcewell Technology) pursuant to this Agreement.

**6.3.3 Indemnification by Member Districts.** Each Member District will defend, hold harmless, and indemnify each of TIES (Sourcewell Technology), Sourcewell, Metro ECSU, and each of their officers, directors and employees from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments (including, but not limited to, reasonable legal fees) asserted against, imposed upon or incurred by TIES (Sourcewell Technology), Sourcewell, or Metro ECSU, respectively, to the extent not

covered by each such Party's insurance, and subject to the limitations of Minnesota Statutes Section 466.04, which TIES (Sourcewell Technology), Sourcewell, or Metro ECSU may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon (a) the inaccuracy of any representation or warranty made by the indemnifying Member District in this Reorganization Agreement; (b) the failure of the indemnifying Member District to comply with any covenants or other commitments made by it in this Reorganization Agreement; (c) any liability relating to or arising out of the TIES Assets prior to the Effective Date or TIES's operations prior to the Effective Date which is not specifically retained by TIES (Sourcewell Technology) pursuant to this Agreement; or (d) any liability relating to or arising out of the TIES Building Assets. A Party which is indemnified pursuant to this Section 6.3.3 will be entitled to manage the response, including the negotiation of any settlement and shall have the right to select counsel and direct the defense of any claim that results in a lawsuit.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**Section 7.1 Termination.** This Reorganization Agreement and the transactions contemplated by this Reorganization Agreement may be terminated prior to the Effective Date as follows:

**7.1.1** By mutual written consent of the Parties;

**7.1.2** By any Party upon written notice to the other Parties upon the occurrence of a misrepresentation or material breach by a non-terminating Party of its obligations or covenants under a Definitive Agreement, which breach is not cured or a plan of cure reasonably satisfactory to the noticing Party is not presented, within twenty (20) days following the receipt of such notice by the breaching Party, which must state the nature and extent of the material breach complained of;

**7.1.3** By any Party, if there is a material change in the law that makes consummation or continuation of the Reorganization illegal or otherwise prohibited or if there is any decree, permanent injunction, judgment, order or other action by any court of competent jurisdiction or any governmental entity preventing or prohibiting consummation or continuation of the transactions contemplated by the Definitive Agreements; or

**7.1.4** By Sourcewell, if it determines in its reasonable discretion that one or more of the Closing Conditions is impossible or impracticable to be satisfied or achieved as of the Effective Date.

**Section 7.2 Public Announcements.** No Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to the Reorganization, without the prior written approval of Sourcewell and TIES. No Party shall otherwise use another Party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of such other Party.

**Section 7.3 Third-Party Beneficiaries.** Metro ECSU shall be a third party beneficiary to this Reorganization Agreement. Except as expressly provided in the applicable Definitive Agreement,

no other person or entity is intended or shall be deemed or determined to be a third party beneficiary of any Definitive Agreement.

**Section 7.4 Amendment and Modification.** The Definitive Agreements may be modified, if at all, only in writing duly adopted by the parties thereto.

**Section 7.5 Assignment Prohibited.** No Party may assign its interest in any Definitive Agreement.

**Section 7.6 Attachments.** All schedules, exhibits, and attachments to each Definitive Agreements are hereby incorporated by reference into each such Definitive Agreement.

**Section 7.7 Entire Agreement; Merger and Integration.** The Definitive Agreements, including all schedules, exhibits, and attachments thereto, represent the full and complete understanding of all Parties hereto. Each Party represents that it is not relying on any prior representations or understandings, whether oral or in writing. Except as otherwise expressly provided herein, the Definitive Agreements amend, restate, restructure, reconstitute and supersede any prior governance documents of TIES, including without limitation all prior joint powers memoranda, bylaws, membership agreements, all letters of intent and memoranda of intent and understanding among the Parties, and any other contracts among the Parties related to the subject matter herein, except that all services agreements as described in Section 1.8 shall remain in effect.

**Section 7.8 Necessary and Indispensable Parties.** All Parties agree that each is relying on the terms and conditions agreed upon herein for its benefit and that in the event a challenge to the Agreement every Parties interest would be impeded. Therefore, in the event of an action challenging the validity of or any part of this Agreement all parties are deemed necessary and indispensable parties for purposes of Minn. R. Civ. Pro 19.

**Section 7.9 Authority to Sign, Counterparts; Signature Location.** Each undersigned individual represents that he or she has actual authority to execute this Reorganization Agreement and to bind the respective Parties to the terms and conditions herein contained. This Reorganization Agreement may be signed in one or more counterparts and each such executed counterpart shall constitute one and the same Reorganization Agreement.

**Section 7.10 Governing Law, Venue.** All questions with respect to the construction of the Definitive Agreements, and the rights and liabilities of the Parties under such agreements, shall be determined in accordance with the applicable provisions of the laws of the State of Minnesota without regard to the principles of conflicts of law. Venue for any action arising under this Agreement shall be in the District Court of Ramsey County, Minnesota.

**Section 7.11 References to TIES.** For purposes of the Reorganization, all references to “TIES” and “TIES (Sourcewell Technology)” in the Definitive Agreements and the exhibits thereof are intended to apply to TIES as defined in this Agreement, and any distinction in the term used is intended solely to facilitate communication between the Parties. The Definitive Agreements shall be interpreted without regard to whether a particular provision uses the term “TIES” or “TIES (Sourcewell Technology).”

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

Exhibit C

**JOINT POWERS AGREEMENT  
OF SOURCEWELL TECHNOLOGY  
(F/K/A TIES)**

**(Amendment, Restatement, Restructure and Reconstitution)**

THIS AMENDED, RESTATED, RESTRUCTURED, AND RECONSTITUTED JOINT POWERS AGREEMENT (this "Agreement") is entered into between Sourcewell ("Sourcewell") and Metropolitan Educational Cooperative Service Unit ("Metro ECSU"), both of which are public agencies and public corporations established by Minnesota Statutes § 123A.21; and the member school districts ("Member Districts") of TIES which are identified in the attached Exhibit A (each a "Party" and collectively, the "Parties") and is effective as of the Effective Date (as defined in the TIES Reorganization Agreement).

WITNESSETH:

WHEREAS, Technology and Information Educational Services ("TIES") is a joint powers entity formed under Minnesota Statutes § 471.59 which is governed by a Joint Powers Agreement dated November 5, 1965 (the "Original Joint Powers Agreement"); and

WHEREAS, Sourcewell, TIES, and the Member Districts entered into a TIES Reorganization Agreement ("the Reorganization Agreement") on or about July 27, 2018 describing the reorganization of TIES (the "Reorganization"); and

WHEREAS, in furtherance of the Reorganization, the Parties wish to set forth their agreement with respect to the governance, authority, and other terms pursuant to which TIES will be governed by creating this amended and restated joint powers agreement of TIES which, in relevant part, restructures TIES' membership into two classes of members, vests governance and control of TIES in Sourcewell and Metro ECSU, provides for Member Districts to oversee the maintenance, management and disposition of the TIES Building Assets, provides for capital contributions and financial support, and otherwise governs the authority, structure, and governance of TIES; and

WHEREAS, effective as of the Effective Date and pursuant to the adoption of this Agreement, Sourcewell and Metro ECSU shall be admitted as the sole Governing Members of TIES and all Member Districts shall be reclassified as Limited Members of TIES, as defined herein.

NOW, THEREFORE pursuant to Minnesota Statutes § 471.59 and in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

## ARTICLE I

### RESTRUCTURED AND RECONSTITUTED JOINT POWERS ENTITY

**Section 1. Name.** As of the effective date of this Agreement, and subject to terms and conditions herein contained, the joint powers entity previously known as TIES shall continue in the name "Sourcewell Technology."

**Section 2. Statement of Purpose.** This Agreement is made for the purpose of ensuring Sourcewell Technology's continuity and development of informational and technological products, services, programs, solutions, and support, with a primary emphasis on serving the K-12 sector.

**Section 3. Powers, Manner Exercised.** Sourcewell Technology shall have all powers and authority provided by law including, but not limited to the following:

- a. To sue and be sued in its name;
- b. To adopt bylaws and enter an agreement for management with a member service cooperative, as long as such bylaws and agreements are consistent with the terms of this Agreement;
- c. To approve, enter and execute contracts;
- d. To employ personnel to carry out functions and operations consistent with its purpose;
- e. To adopt operational and administrative policies and procedures;
- f. To set an annual budget based on financial contributions, revenue generated and financial support received;
- g. To approve lawful expenditures;
- h. Determine service offerings and set pricing for the same;
- i. Obtain and enforce intellectual property rights protections (e.g. copyright, trademark) to the extent allowed by law;
- j. To accept other monies from public and private sources, including grants or donations, in accordance with law;
- k. To acquire by purchase, gift, devise, lease or otherwise, any and all personal or real property necessary to achieve the purpose of the Agreement.
- l. To obtain insurance on the private market, through a local government pooled risk entity or both;
- m. To establish any administrative or advisory committee, subcommittee, task force or working group necessary to achieve the purpose of this Agreement.

Care and control of Sourcewell Technology is vested in a Joint Board of Directors as provided in Article I, Section 4. All actions of the Board shall be by majority vote of Board of Directors, except for any addition of a Governing Member which requires a unanimous vote of the Joint Board and approval by the governing bodies of Sourcewell and Metro ECSU. In exercising the foregoing powers, the Board of Directors does not have authority to bind Sourcewell or Metro ECSU to financial obligations in amounts that exceed in total the amount of such member's Contributions and Voluntary Allocations to Sourcewell Technology unless such obligations are expressly approved by the governing body of Sourcewell or Metro ECSU, respectively.

**Section 4. Governance, Officers and Management.** A Joint Board of Directors (“Joint Board”) is hereby established to exercise all powers enumerated in Article I, Section 3. The Joint Board shall consist of eleven directors, including ten voting directors who must also be duly elected officials, and one ex officio, non-voting director as follows:

- a. Eight (8) voting members who are individuals concurrently serving as members of the Sourcewell Board of Directors; however, to the extent that the Sourcewell Board of Directors has fewer than eight (8) members, the Sourcewell Board of Directors may appoint non-directors to such positions on the Joint Board;
- b. Two (2) voting members appointed by Metro ECSU; and
- c. The Executive Director of Metro ECSU, as an ex officio non-voting director.

Officers of Sourcewell Technology may be established and appointed as provided for in the bylaws. Management of Sourcewell Technology shall be as provided for in the bylaws and any management agreement(s).

## **ARTICLE II**

### **MEMBERSHIP**

**Section 1. Governing Members.** Sourcewell and Metro ECSU are governing members of Sourcewell Technology (the “Governing Members”) and shall have the rights and authority described in this Agreement.

**Section 2. Limited Members.** The Member Districts are limited members of Sourcewell Technology (the “Limited Members”) and shall have only the rights and authority described in Article IV of this Agreement.

## **ARTICLE III**

### **GOVERNING MEMBERS**

**Section 1. Financial Contributions.** Sourcewell is solely responsible for making all financial contributions necessary for the operation of Sourcewell Technology (“Contributions”). Metro ECSU shall have no financial obligation or responsibilities related to the operation of Sourcewell Technology.

**Section 2. Defense and Indemnification.** Sourcewell shall defend, indemnify and hold harmless Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents, individually and collectively, from all liability, loss, damage, claims, causes of action, and expenses (including attorneys’ fees), which arise out of in any way or are related to the activities, operation or decisions of Sourcewell Technology, including, but not limited to, intentional, willful or negligent acts or omissions of Sourcewell, Sourcewell Technology or their employees, agents, volunteers, subcontractors or anyone employed directly or indirectly by Sourcewell or Sourcewell Technology; but excluding intentional, willful or grossly negligent acts or omissions of Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents. Further, Sourcewell represents and warrants that

to the best of its knowledge, there are not any claims, charges, lawsuits or actions of any kind against TIES that have not been fully resolved as of the Effective Date of this Agreement.

It is the intent of the Parties that Sourcewell Technology is a “single governmental unit” within the meaning of Minnesota Statutes §471.59, subd. 1(a) and (b), and nothing in this Agreement shall constitute a waiver of the statutory limits on liability, as set forth in Minnesota Statutes §466.04, or a waiver of any available immunities or defenses.

**Section 3. Liability.** Sourcewell Technology shall be considered a single governmental unit and its liability is limited as provided by Minnesota Statutes, § 471.59, subdivision 1(a) and Minnesota Statutes, § 466.04. Subject to Sourcewell’s duty to defend and indemnify Metro ECSU as provided in the preceding Section 2 of this Article, neither Sourcewell nor Metro ECSU agree, or shall be deemed, to be liable for each other’s independent acts or omissions outside the scope of the authority and responsibilities described in this Agreement. Sourcewell and Metro ECSU agree to hold each other harmless for the independent acts of each of their own current and former governing body members, officers, employees, volunteers or agents. For purposes of determining total liability, if any, the parties intend that Sourcewell Technology is a single governmental unit within the meaning of Minnesota Statutes, § 471.59, subdivision 1a (b). If extended insurance coverage is obtained, such procurement constitutes a waiver of governmental liability limits only as provided by Minnesota Statutes, § 471.59, subdivision 1a (c).

**Section 4. Insurance.** Sourcewell Technology (f/k/a TIES) shall maintain insurance coverage to cover potential claims arising out of the operations of Sourcewell Technology with coverage minimums equal to or greater than the TIES policies in place on July 1, 2018 for at least the following types of insurance: general liability, professional liability, property, employee dishonesty, automobile, network security and privacy, and workers’ compensation. Sourcewell shall also maintain insurance coverage of the same type and minimum coverages as Sourcewell Technology to meet its defense and indemnification obligations to Metro ECSU as set forth in Article III, Section 2 of this Agreement. Insurance maintained by Sourcewell Technology shall be primary to and non-contributory with Sourcewell and Metro ECSU insurance; next, insurance maintained by Sourcewell shall be primary to and non-contributory with Metro ECSU’s insurance. Sourcewell Technology’s insurance must name Sourcewell and Metro ECSU as additional insureds and must provide a certificate of insurance with evidence of such status. Sourcewell’s insurance must name Metro ECSU as an additional insured and must provide a certificate of insurance with evidence of such status.

**Section 5. Termination and Dissolution.** This Agreement shall be terminated and Sourcewell Technologies dissolved by majority vote of the Joint Board.

**Section 6. Distribution of Assets and Liabilities Upon Dissolution.** Pursuant to Minnesota Statutes, § 471.59, subd. 5, upon termination and dissolution of Sourcewell Technology, all property, assets, surplus funds or liabilities of Sourcewell Technology shall be distributed between the Governing Members in proportion to their Contributions made, if any, as described in Article II I, Section 1. For purposes of clarity, the Limited Member Districts shall not receive any distribution of property, assets, surplus funds, or liabilities of Sourcewell Technology upon

termination and dissolution of Sourcewell Technology, other than Member Districts' rights to the TIES Building Assets as set forth in Sections 1.5.5 and 1.5.6 of the Reorganization Agreement.

**Section 7. Withdrawal.** Either Governing Member may withdraw from this Agreement by action of its governing body, provided that withdrawal shall be effective one hundred and eighty (180) calendar days from receipt of written notice of withdrawal, unless withdrawal is due to a material breach of this Agreement by the non-withdrawing Governing Member, in which case the withdrawal shall be effective thirty (30) days from receipt of written notice. Upon withdrawal, Metro ECSU shall have no financial obligations or responsibilities to Sourcewell or Sourcewell Technology.

## ARTICLE IV

### LIMITED MEMBERS; LIMITED MEMBERS BOARD AND BUILDING COMMITTEE

**Section 1. Limited Members' Oversight of TIES Building Assets; Approval Rights.** Sourcewell Technology is the record owner (under its prior legal name, TIES) of certain land, buildings, and other improvements located at 1667 Snelling Avenue North, Saint Paul, Minnesota 55108, and legally described on Exhibit E of the Reorganization Agreement (the "TIES Building"). The TIES Building, together with certain fixtures and furniture located therein or thereon as described in Exhibit E of the Reorganization Agreement shall collectively be referred to as the "TIES Building Assets." Except as otherwise set forth in this Article IV, Section 1, the authority of the Limited Members with respect to Sourcewell Technology shall extend only to the oversight of the maintenance, operation, management, and sale and/or disposition of the TIES Building Assets. Subject to any Approval Rights (as hereinafter defined) and subject to the Member Districts' obligations under the Reorganization Agreement with respect to payment of the TIES Building Operating Costs and Extraordinary Expenses, the Limited Members delegate all of their authority under this Section 1 to the Building Committee (as defined in Section 2 below). The Limited Members Board and the Joint Board shall have reasonable approval rights with respect to the following actions by the Building Committee (collectively, the "Approval Rights"), which actions shall not be effective until such approval has been received: (i) the sale or disposition of the TIES Building Assets (including the disposition of any sale, insurance or condemnation proceeds), and (ii) any additional financing or refinancing secured by the TIES Building or any of the TIES Building Assets (each of the foregoing, an "Approval Event"). The Limited Members Board and Joint Board shall not unreasonably withhold their approval of any recommendation from the Building Committee with respect to an Approval Event provided that the terms of such Approval Event are commercially reasonable.

**Section 2. Limited Members Board; Building Committee.** There shall be a Limited Members Board with the authority expressly provided by this Agreement. Each Limited Member shall be entitled to select two representatives to serve on the Limited Members Board, whom may be the chairperson of the Limited Member's school board and its superintendent of schools serving *ex officio*, or any other two representatives appointed by the school board of the Limited Member. For clarity, it is intended that the composition of the Limited Members Board be substantially the same as the composition of the joint board described in the Original Joint Powers Agreement. In

addition, there shall be a Building Committee composed of the nine (9) representatives serving on the TIES Executive Committee as of the Effective Date. Thereafter, the Building Committee shall consist, insofar as is possible, of nine (9) representatives which include an approximately equal number of superintendents of Limited Member districts and representatives who are not superintendents, not more than one of whom shall be from the same Limited Member district. The Limited Members Board and Building Committee shall exist for the sole and limited purpose of representing the Limited Members in their oversight of the TIES Building Assets as described in Article IV, Section 1, including without limitation, negotiating and considering offers and counteroffers, executing necessary documents and all actions necessary and sufficient to effect a sale of the TIES Building (subject to reasonable Approval Rights of the Limited Members Board and Joint Board described in Article IV, Section 1), and otherwise consistent with the terms of this Agreement, to retire the debt owed with respect to the TIES Building. Until such time as the TIES Building is sold (or the debt retired), the Building Committee shall have the authority to retain the facility management services of Sourcewell Technology staff as required to oversee the TIES Building, as described under Article IV, Section 1. As consideration for such services, TIES and the Governing Members shall be permitted to occupy the TIES Building free of any rent or any other similar payment or fee until the TIES Building is sold, subject to maximum reasonable notice under the circumstances.

**Section 3. Withdrawal of Limited Members.** Within a reasonable period of time, but not to exceed 120 days, following the closing of the sale or transfer of the TIES Building Assets, or full satisfaction of all debt due on the TIES Building pursuant to the financing documents described under Article IV, Section 1, whichever occurs earliest: (1) the Limited Members shall automatically without notice to the Governing Members withdraw and cease to be members of Sourcewell Technology in any capacity, (2) the Limited Members Board and Limited Members Building Committee shall be deemed immediately disbanded, and (3) the Limited Members shall cease to be Parties to this Agreement and shall have no further rights thereunder.

## ARTICLE V

### GENERAL PROVISIONS

**Section 1. Entire Agreement.** Except as otherwise expressly provided herein, this Agreement amends, restates, restructures, reconstitutes and supersedes any prior governance documents of TIES, including without limitation all prior joint powers memoranda, bylaws, and membership agreements among the Parties.

**Section 2. Amendment.** This Agreement may be amended, restated, or modified in writing duly adopted by the Governing Members; provided that any amendments to Article IV must also be approved by the Limited Members.

**Section 3. Assignment.** Governing Members may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the other Governing Member and approval by the governing bodies of the Governing Members.

**Section 4. Audits.** Sourcewell Technology's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**Section 5. Signature Locations.** The signature locations for TIES, Sourcewell and Metro ECSU follow, subject to approval and ratification by their governing bodies. The signature location for each Member District is found on the separate signature page for each Member District in the form of the template attached to this Agreement, which will serve as each such Member District's signature of this Agreement and the Reorganization Agreement, subject to approval and ratification by each such Member District's governing board.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the date first written above.

**ADDENDUM TO  
TIES REORGANIZATION AGREEMENT**

THIS ADDENDUM TO TIES REORGANIZATION AGREEMENT (the "Addendum") is entered into as of July 27, 2018 by and among Sourcewell, formerly known as National Joint Powers Alliance ("Sourcewell") which is a public agency and public corporation established by Minnesota Statutes § 123A.21; Technology and Information Educational Services ("TIES") which is a joint powers entity formed under Minnesota Statutes § 471.59; and the member school districts (the "Member Districts") of TIES which are identified in Exhibit A to the Reorganization Agreement (each a "Party" and collectively, the "Parties"), and shall be effective as of the Effective Date.

WHEREAS, the Parties have entered into a TIES Reorganization Agreement of even date herewith (the "Reorganization Agreement") governing the reorganization of TIES' membership and governance; and

WHEREAS, the Parties desire to supplement and amend the Reorganization Agreement in the manner described herein.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

1. Section 1.5.3 of the Reorganization Agreement is hereby deleted in its entirety and replaced with the following:

1.5.3 After the Effective Date, TIES (Sourcewell Technology) will invoice Member Districts a per student fee amount multiplied by student enrollment numbers reported by Member Districts to the Minnesota Department of Education as of October 1, 2017 (the "Initial Building Maintenance Fee," hereinafter, together with any future invoices to the Member Districts (with the fee amount determined in the same manner based on the most recently available reported student enrollment numbers as of the date of such assessment, collectively, the "Building Maintenance Fee(s)"). The Initial Building Maintenance Fee is anticipated and intended to cover the TIES Building Operating Costs for a period of approximately 12 to 18 months following the Effective Date. The Initial Building Maintenance Fee is an estimate-only and the Member Districts' liability for the TIES Building Operating Costs shall be based upon the actual TIES Building Operating Costs for such period which are determined by the Building Committee at the time the expense is incurred to be reasonable and necessary, and any additional period, and shall include any Extraordinary Expenses, until the sale of the TIES Building Assets. TIES (Sourcewell Technology) will use reasonable efforts to provide prior notice to the Member Districts of any anticipated additional Building Maintenance Fees or Extraordinary Expenses as soon as and to the extent practical to assist the Member Districts in their budgeting process, provided that such notice period shall not be required to exceed sixty (60) days; and provided, however, that nothing herein shall diminish or reduce the Member Districts' liability for such Building Maintenance Fees or Extraordinary Expenses.

2. The amount of the Initial Building Maintenance Fee described in Section 1.5.3 of the Reorganization Agreement is \$3.00 per student.

3. Section 1.5.6 of the Reorganization Agreement is hereby deleted in its entirety and replaced with the following:

1.5.6 Upon sale of the TIES Building Assets, the Member Districts shall receive a pro rata share of the Net Proceeds (as hereinafter defined) according to per resident pupil units commensurate with the method by which their pro rata payment amounts under US Bank Financing documents as described in Section 1.5.2 have been calculated. "Net Proceeds" means the net sale proceeds after deduction for payoff of any debt, offset for any outstanding unpaid Building Maintenance Fees and Extraordinary Expenses (allocated only to the extent unpaid by a Member District), and payment of any and all costs associated with the sale of the TIES Building Assets, including without limitation, commissions and brokerage fees, title and survey costs, deed tax, closing fees and any other customary fees paid by a seller in connection with a commercial real estate transaction).

4. The following additional Section 1.5.7 is hereby added to the Reorganization Agreement:

1.5.7 In the event that the debt on the TIES Building is fully satisfied pursuant to the Lease-Purchase Financing prior to the sale or transfer of the TIES Building Assets, the Parties will cooperate in good faith to arrange for the potential transfer of the TIES Building Assets to a joint powers entity controlled by the Member Districts or to take any other actions as the Parties may agree to provide for the ongoing maintenance, operation, and management of the TIES Building Assets. For the avoidance of doubt, satisfaction of the debt on the TIES Building shall not affect or reduce Member Districts' right to receive a pro rata share of the Net Proceeds upon the sale of the TIES Building Assets pursuant to Section 1.5.6 of the Reorganization Agreement.

5. The following additional term is hereby added to the Reorganization Agreement:

Privacy and Security of Member District Data. After the Effective Date, TIES (Sourcewell Technology) shall maintain the privacy and security of Member Districts' educational and student data stored or hosted by TIES (Sourcewell Technology) in connection with the provision of products and services as described in Section 1.8, in accordance with TIES' (Sourcewell Technology) data privacy and security policies as well as the terms of the applicable Master Service Agreement and all other agreements related to the provision of such services by TIES (Sourcewell Technology) to each Member District.

6. Capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Reorganization Agreement.

7. The provisions of the Reorganization Agreement that are not expressly modified by this Addendum shall remain in full force and effect pursuant to their terms.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum by their duly authorized representatives, as of the date first above written.

### **MEMBER DISTRICTS**

The Member Districts identified on Exhibit A to the TIES Reorganization Agreement have each received this Addendum to the TIES Reorganization Agreement and attached it to such agreement. Execution of the joint signature page to the Reorganization Agreement and the Amended Joint Powers Agreement of Sourcewell Technology (f/k/a TIES), together with approval and ratification by each Member District's governing board, shall constitute evidence of each Member District's intent to be bound by the provisions in this Addendum.

August 2018  
vol 15 ♦ no 10

## St. Louis Park High School Provides Unique Leadership Training for Student-Athletes

### August 10, 2018 Board of Directors Meeting

7 a.m.  
Grand Hall,  
TIES Conference Center  
Saint Paul

### August 17, 2018 Executive/Legislative Committee Meeting

7:30 a.m.  
Lexington Room,  
TIES Conference Center  
Saint Paul

### September 7, 2018 Board of Directors Meeting

7 a.m.  
Grand Hall,  
TIES Conference Center  
Saint Paul

### September 28, 2018 Executive/Legislative Committee Meeting

7:30 a.m.  
Lexington Room,  
TIES Conference Center  
Saint Paul

### AMSD's Mission

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



Association of  
Metropolitan School Districts

There is culture change taking place in St. Louis Park High School Athletics thanks to a new initiative focused on equipping student-athletes with leadership skills. After receiving a cold call from St. Louis Park resident Kevin King, Athletic Director Andy Ewald saw an opportunity to create a unique leadership opportunity for captains of St. Louis Park High School's athletic programs.

King is the president of Premier Team Building Solutions, LLC – an agency that trains corporate executives, athletes, coaches, leaders and athletic teams in the areas of leadership, workplace and team culture, media and social media. Prior to starting the company, King spent more than 13 years on the faculty of various colleges and universities.

“When I moved to St. Louis Park, I reached out to Andy to gauge his interest to see if leadership training was being done in St. Louis Park Schools,” shared King.

What King and Ewald developed together is right now being called “Captains Leadership Training.” Each season, Ewald and King meet once a week for eight weeks before school with the captains of every varsity athletic team.

Captains are challenged with questions that start deeper conversations such as “What are your core values?”, “How experienced are you with managing conflict?”, “Why do you want to be a captain or leader?”, “What is the culture of your team like?”, and “What is your vision for your team?” They stress to the students that leadership is not about them – it's about creating an environment so that others can succeed. The captains spend time talking about the principles of good leadership and developing vocabulary so that they can articulate what good leadership is and looks like.

Ewald says that there has been 100 percent buy-in from not only the student-athletes, but from coaches as well. “Coaches have had unanimous support for this and are already seeing instant impact,” Ewald said. “There's a language that is being spoken now. The culture of their team has changed and captains are talking and interacting with their teammates in a more purposeful way.”

*Continued on page 2*



St. Louis Park High School students meet with Athletic Director Andy Ewald, Leadership Consultant Kevin King, and Coach Breitenbucher to discuss the first year of the Captain's Leadership Training.

### From the Chair

It has been an honor to serve as AMSD chair over the past year. I have enjoyed the opportunity to work with so many dedicated school board members, superintendents and staff to advocate for our common goals. The work we do together is critical to the future of our state and makes a difference for our students, our staffs and our communities.

With an important election on the horizon, I encourage AMSD members to engage with gubernatorial and local legislative candidates to educate them about the issues facing your school district and public education generally. The legwork you do now will pay dividends during the 2019 legislative session when state policymakers adopt the biennial budget. Your voice matters!

Enjoy the remaining weeks of summer and best wishes for a great start to the new school year!

*Steve Adams, school board member from Hopkins Public Schools, is chair of AMSD.*

# St. Louis Park Student-Athletes Gain Leadership Skills

*Continued from page 1*

“The students are engaged, they ask questions, and I’ve been happy to see them apply it,” King said. “I’ve also had complete support from coaches. They have given me access to their practices, games and postgame talks. They have not restricted me in any way as far as me interacting with their programs and that’s been exciting and rewarding.”

Dave Breitenbucher coaches girls tennis in the fall, boys basketball in the winter, and boys tennis in the spring at the High School. He says he has seen a number of positive changes on his teams.

“At first I wondered what the training was going to look like and if there was going to be conflict with what King was teaching and with what I was teaching, but it’s just been great,” Breitenbucher said. “I’ve seen a real willingness from my captains to go to the next level with leadership that I haven’t seen before. During the basketball season I saw a willingness of the captains to step in and help the coaches when there were issues. Something has definitely changed here.”

The conversations around leadership have also caused St. Louis Park coaches to rethink how they select captains for their teams. Ewald said that several years ago he attended a workshop where it was stated that 85 percent of athletic team captains are selected for the wrong reasons, including popularity, seniority and skill in a specific sport. “We want our head coaches to be more intentional and more purposeful and take more time with how we’re selecting these leaders (captains) for our programs,” Ewald said.



Leadership Consultant Kevin King meets with student athlete captains.

and resources to undertake an initiative like this that positively impacts our athletic teams and gives students an opportunity to learn critical life skills.”

“It’s easy to say I want to see all of our programs win state championships. The competitive aspect is part of it, but I think what’s more important is our student athletes are developing as young men and women,” Ewald said.

“I think a lot of schools would like to do something like this, but just haven’t been able to figure out the logistics of it,” King said. “What we are doing here shows that it can be done, that it is being done, and that St. Louis Park is really on the cutting edge of forward thinking as it relates to leadership.”

*This month’s member spotlight was submitted by Sara Thompson, director of communications and community relations, St. Louis Park Public Schools.*

“We’re learning really basic life skills such as listening, communication, patience, and opening yourself up and finding vulnerabilities.”

*-Maddie Lund, class of 2018 captain, tennis & lacrosse*

Class of 2018 Seniors Maddie Lund and Jonny Sorenson were both multi-sport athletes and captains. Lund played tennis and lacrosse, while Sorenson was quarterback of the football team that made the school’s first state tournament appearance last fall, and also played hockey and baseball.

“I think he (King) connects with us because he’s a down to earth guy and he really wants us to improve, not only as captains of our athletic teams, but using these qualities in life and becoming better people,” Sorenson said.

The initiative’s value extends beyond athletics; it also falls in line with key parts of the district’s mission which strives to “prepare all students to contribute to society; offer high quality opportunities for lifelong learning; provide multiple pathways to excellence; and challenge all learners to meet high standards.”

“We’re learning really basic life skills such as listening, communication, patience, and opening yourself up and finding vulnerabilities,” Lund said. “Whether it’s with starting a family, building a career, or continuing with athletics later in life, all of these skills we are learning are really important with anything you do.”

High School Principal Scott Meyers commends Ewald for starting this initiative.

“Athletic directors like Andy already have a full plate to ensure that our athletic programs run smoothly,” Meyers said. “I really applaud him for finding the time

“Whether it’s with starting a family, building a career, or continuing with athletics later in life, all of these skills we are learning are really important with anything you do.”

*-Maddie Lund, class of 2018 captain, tennis & lacrosse*

## Special Education Enrollment, Costs Continue to Rise—and Shift

### Senate on E-12 Policy Committee held hearing July 24 on special education enrollment and spending trends

Special education enrollment has steadily increased across Minnesota since 2003 — from nearly 116,000 students to more than 142,000 in FY2018 — and now accounts for more than 16 percent of the state’s student population.

In that same timeframe, the average special education expenditure per student has increased from \$9,200 in 2003 to more than \$14,000 in 2017.

Those figures were among the highlights from a July 24 Committee on [E-12 Policy](#) hearing on special education enrollment and spending trends, with presentations from Jody Hauer of the [Office of the Legislative Auditor](#), and Dr. Tom Melcher, director of the [Program Finance Division at the Minnesota Department of Education](#).

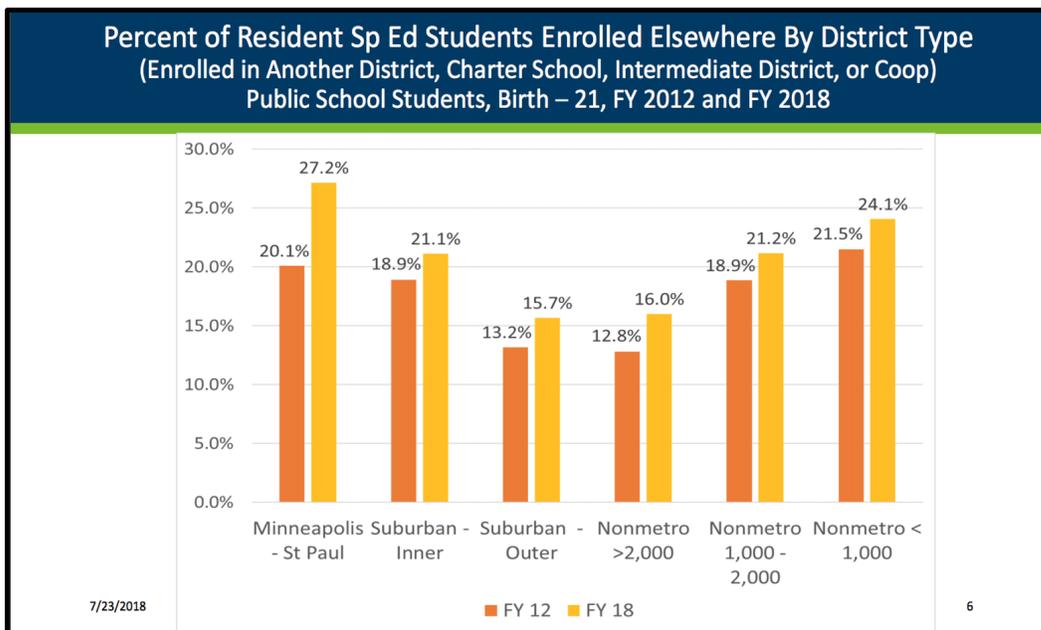
The cost increases, and the growth in numbers, are no surprise to members of AMSD, of course. It’s why special education funding has been among AMSD’s most significant legislative priorities for several years.

But for AMSD members, that growth isn’t the only statewide trend worth noting.

The enrollment is also shifting.

That is, the number of special education students enrolling outside of their home districts is also showing an upward trend, with parents across Minnesota more frequently taking their children out of their home districts for special education.

Statewide, an estimated 20 percent of special education students are served outside their home districts with 57 percent of those students enrolling in neighboring districts, 27 percent enrolling in a charter school and 16 percent being served in an intermediate or cooperative district. In the metro, the percentage of total enrollment now outside their home district for special education in Minneapolis and Saint Paul is at 6 percent — an upward trend that is seen in all district types. Suburban and non-metro districts have seen enrollments out of their home districts grow between 2 to 4 percent.



Source: [Program Finance Division Minnesota Department of Education](#)

Continued on page 4

**AMSD Members:** Anoka-Hennepin School District, Bloomington Public Schools, Brooklyn Center Community Schools, Burnsville-Eagan-Savage School District 191, Columbia Heights Public Schools, Eastern Carver County Schools, Eden Prairie Schools, Edina Public Schools, Elk River Area School District, Equity Alliance MN (Associate Member), Farmington Area Public Schools, Fridley Public Schools, Hopkins Public Schools, Intermediate School District 287, Intermediate School District 917 (Associate Member), Inver Grove Heights Schools, Lakeville Area Public Schools, Mahtomedi Public Schools, Metro ECSU (Associate Member), Minneapolis Public Schools, Minnetonka Public Schools, Mounds View Public Schools, North St. Paul-Maplewood-Oakdale School District, Northeast Metro Intermediate School District 916, Northwest Suburban Integration District (Associate Member), Orono Schools, Osseo Area Schools, Prior Lake-Savage Area Schools, Richfield Public Schools, Robbinsdale Area Schools, Rochester Public Schools; Rockford Area Schools, Rosemount-Apple Valley-Eagan Public Schools, Roseville Area Schools, Shakopee Public Schools, South St. Paul Public Schools, South Washington County Schools, SouthWest Metro Intermediate District, Spring Lake Park Schools, St. Anthony-New Brighton Independent School District, St. Cloud Area Schools, St. Louis Park Public Schools, St. Paul Public Schools, Stillwater Area Public Schools, Wayzata Public Schools, West St. Paul-Mendota Heights-Eagan Area Schools, Westonka, and White Bear Lake Area Schools.

# Trend: Special Education Students Enrolled Outside Home Districts On Rise

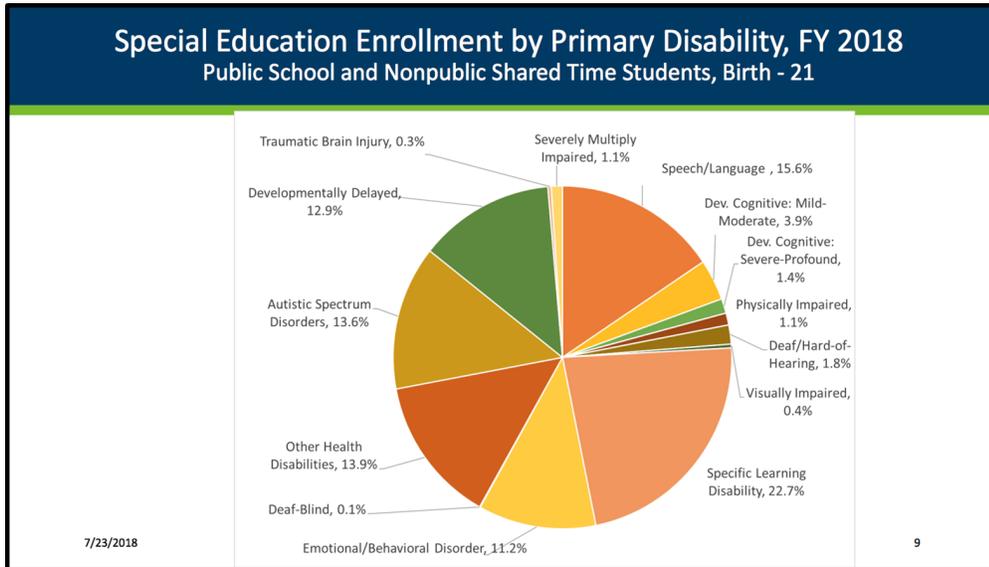
*Continued from page 3*

While data doesn't provide the reasons *why* parents are leaving their home districts, much of this trend can likely be traced to the provision of services. Improvements in special needs diagnoses, for example, often allow parents to target the best resources for their children — basically allowing them shop around for the best services.

Data shows that students categorized with “Specific Learning Disabilities” account for the greatest percentage of students across Minnesota: nearly 23 percent — more than 32,000 students in 2017.

Among specific diagnoses, students with Autism showed the greatest increase overall, seeing a 555 percent increase between 2000-2011 — and a jump from 15,378 students reported in 2011 to 19,386 in 2017.

Data shows most special education enrollments peak at or around age 10, with needs for services often decreasing as children become older or more independent. The greatest growth in special education has come in the age group of 6-year-olds, with an enrollment increase of nearly 1,500 between 2012-2018.



Source: [Program Finance Division Minnesota Department of Education](#)

The number of students of color enrolled in special education increased by 75 percent between 1999-2011 — which is noteworthy given that the number of students of color in general education increased in that same timeframe by only 44 percent. (The Program Finance Division presentation did not include updated numbers for 2012-2018).

As for the shift of higher special education enrollments outside of home districts, the trend does not appear to be slowing.

Partly as the result of more students enrolling outside of their home districts, Minneapolis and Saint Paul specifically have also seen their overall special education enrollment decrease. Special education enrollment has decreased in these metro districts by approximately 1,000 students (from 18 percent to 16 percent of student population) between 2012-2018, but has increased in the inner and outer suburbs by approximately 5,000 students (from 13 percent to 14 percent).

Still, costs for Minneapolis-Saint Paul will likely continue upward, Melcher said. The volume of students in the metro will still require more specialists in both districts, which almost always come at a higher cost. Districts such as Minneapolis and Saint Paul are spending more than \$17,000 per student on average.

## Special Education Salary Breakdown by Personnel Type by District Type State and Federal Funds FY 2017

District Type	Teacher	Admin	Oth Licensed	Nonlicensed
Minneapolis - St Paul	41%	2%	36%	21%
Suburban - Inner	43%	4%	33%	21%
Suburban - Outer	42%	4%	31%	23%
Nonmetro >2,000	43%	2%	27%	28%
Nonmetro 1,000 - 2,000	43%	1%	24%	32%
Nonmetro < 1,000	43%	1%	23%	33%
Charter	29%	4%	27%	40%

7/23/2018

Source: [Program Finance Division Minnesota Department of Education](#)

Staffing data also indicate students in Minneapolis and Saint Paul receive more specialized services than students in smaller districts, who often receive assistance from lower-cost nonlicensed personnel or paraprofessionals (an indication of more general care and less specialized services).

Moving forward, members of the Committee on E-12 Policy asked for additional details, namely whether Minnesota — which has many special education mandates that exceed federal requirements — could better align with federal requirements to contain costs.

The Committee meets again Aug. 21 at 9 a.m., with specific focus on the funding formula, the reimbursement impact on the cross subsidy, and a 50-state comparison of state funding for students with disabilities.

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# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

## School Board Planning Calendar 2018-2019

2018 Meetings (August - December)	2019 Meetings (January - June)
<p>August 23 September 13 September 27</p> <p>October 11 October 25 November 8 December 13</p>	<p><a href="#">January 10</a> (possible conflicts with MASA)</p> <p><a href="#">January 24</a> <a href="#">February 14</a> <a href="#">February 28</a> <a href="#">March 14</a></p> <p><a href="#">March 28</a> <a href="#">April 11</a> <a href="#">May 9</a> <a href="#">May 23</a> <a href="#">June 13</a> <a href="#">June 27</a></p>

1 <sup>st</sup> Meeting of the Month	2 <sup>nd</sup> Meeting of the Month
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START TIME 6:30 PM

**AUGUST 23, 2018**

*Board Meeting will be held at ABEC*

**Kudos & Recognition**

- Financial Report June
- What Board Members Need to Know About “2018-2019 Back to School Start-Up” & New Staff Academy Highlights

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

**Special Presentation**

**Annual Presentation - none**

- Update on the 4.5 Legislative Funding

**Spotlight**

- Ribbon Cutting at ABEC 4:00 p.m.
- Resolution for TIES Member Districts Approving Reorganization

**SEPTEMBER 13, 2018**

**Kudos & Recognition**

- Kudos (back to school - first days of school video)
- Financial Report July

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

**Special Presentation: Board Work Session**

- Courageous Conversation with Staff and Board Members
- Board Work Session: Blind Spot

**Annual Presentation**

- Superintendent Uber Goal 2017-18 School Year
- HR/Amanda A update on new hires (see version written originally for 8/23/18 meeting)

**Spotlight - none**

**SEPTEMBER 27, 2018**

**Kudos & Recognition**

- **NEC SUN Parents - Rochelle and Tom, and their son Marshall**

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Information submitted to DHS (verbal)
- ALC Update (verbal)
- Facilities report
- Routine monthly finance report

**Special Presentation**

- Member district communication recommendations update

**Annual Presentation - none**

**Spotlight - none**

**OCTOBER 11, 2018**

**Kudos & Recognition**

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Renaming of Edgewood Education Center After Construction
- School Improvement Planning 2017-18 & 2016-17 results and WTBNTK (carry over)

**Special Presentation**

**Annual Presentation**

- West Metro Partnership Update (1-2 members to speak) (carry over)

**Spotlight**

- West Education Center Project Based Learning (Wayzata)

**Closed Session: Local 2209 Negotiations Parameters**

**OCTOBER 25, 2018**

**Kudos & Recognition**

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Facilities Report (Project & Construction Update)
- Financial Report September - Quarterly Update (Action)
- Emergency and Crisis Plans for 2017-18 (action) Approval of Asbestos Bid (consent agenda)

**Special Presentation**

**Annual Presentation**

Emergency and Crisis Plans for 2017-18 -Jim Kurtz (carry over)

**Spotlight** – none

**NOVEMBER 8, 2018**

**Kudos & Recognition**

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Fund balance transfers (Action item)
- Health & Medical Policy Bucket (1st read)
- Health Insurance Rate Approval (consent agenda)

**Special Presentation**

**Annual Presentation** - none

**Spotlight** - Northern Star Online (David)

To consider:

- Student or parent

Closed Session pursuant to Minnesota Statutes Section 13D.05, subdivision 2(a) (3), for the purpose of discussing private educational data.

**DECEMBER 13, 2018**

**Kudos & Recognition**

**YES - TBD**

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Health & Medical Policy Bucket (2nd read)
- Financial Report October (consent agenda)
- Legislative Platform (carry over)
- Unaudited Financial Report for FY17 (action item)
- Edgewood Construction Update

**Special Presentation**

**Annual Presentation**

- World's Best Workforce Report

**Spotlight**

- Minnesota Partnership for Collaborative Curriculum (Jon)

**Closed Session - Local 2209 Negotiations**

To consider:

- HR Planning and upcoming hiring season (see January 25th meeting date)

# 2018

<p style="text-align: center;"><b>JANUARY 10, 2019</b> <b>No Conflicts with MSBA Leadership Conference</b> <b>January 17-18, 2019</b></p> <p style="text-align: center;"><i>Organizational Meeting</i></p> <p>Election of Board Officers Oath of Office Etc.</p> <p style="text-align: center;"><b>Regular Meeting</b></p> <p><b>Kudos &amp; Recognition</b></p> <p><b>Consent Agenda OR What the Board Needs to Know OR Verbal Update</b></p> <ul style="list-style-type: none"><li>• Financial Report November (consent agenda)</li><li>• Financial Report December - Quarterly update (action item)</li></ul> <p><b>Special Presentation</b> Under HR Report: What the Board Needs to Know: <b>HR Planning and Upcoming Hiring Season:</b> Michelle Axell, Director of Human Resources will share recruitment &amp; retention strategies along with a proposal for the continuation of signing bonuses for high-quality candidates in hard-to-fill positions.</p> <p><b>Annual Presentation</b> <b>Spotlight</b></p>	<p style="text-align: center;"><b>JANUARY 24, 2019</b> <i>Organizational Meeting</i></p> <p>Election of Board Officers Oath of Office Etc.</p> <p style="text-align: center;"><b>Regular Meeting</b></p> <p><b>Kudos &amp; Recognition</b></p> <p><b>Consent Agenda OR What the Board Needs to Know OR Verbal Update</b></p> <ul style="list-style-type: none"><li>• Facilities Report (Project &amp; Construction Update)</li><li>• TIES Update</li></ul> <p><b>Special Presentation</b></p> <p><b>Annual Presentation</b></p> <ul style="list-style-type: none"><li>• FY17 Audit - Auditor Presentation - (Annual Report) (recurring)(action item) <b>(Please move to top of Agenda)</b></li><li>• Superintendent Mid-Year Evaluation Procedure (recurring)</li></ul> <p><b>Spotlight</b></p> <ul style="list-style-type: none"><li>• Itinerant (Melissa)</li></ul>
<p><b>FEBRUARY 14, 2019</b></p> <p><b>Kudos &amp; Recognition</b></p> <ul style="list-style-type: none"><li>• Teacher of the Year Nominees</li><li>• TIES winners</li></ul> <p><b>Consent Agenda OR What the Board Needs to Know OR Verbal Update</b></p> <ul style="list-style-type: none"><li>• Approval of revised Administrative Organizational Plan (recurring)</li><li>• District Administration and Organization (DAO) Bucket - 1st read</li><li>• Update on Culture and Climate Uber Goal</li><li>• Technology &amp; Communications Policy Bucket (1st read)</li></ul> <p><b>Special Presentation</b></p> <ul style="list-style-type: none"><li>• Equity Update</li></ul> <p><b>Annual Presentation</b> <b>Spotlight</b></p> <ul style="list-style-type: none"><li>• Care &amp; Treatment (Jan)</li></ul>	<p><b>FEBRUARY 28, 2019</b></p> <p><b>Kudos &amp; Recognition</b></p> <ul style="list-style-type: none"><li>• School Board Recognition Week</li><li>• Clair Van Orsow, Parents Dan and Beth. Transition student with VECTOR (NWTC)</li><li>• Teacher of the Year semi-finalists (when we know)</li><li>• Lea Dahl, recipient of the 2018 Minnesota Association of Alternative Programs (MAAP) Exemplary Award</li></ul> <p><b>Consent Agenda OR What the Board Needs to Know OR Verbal Update</b></p> <ul style="list-style-type: none"><li>• Financial Report January -consent agenda</li><li>• Resolution Reducing Programs and Positions</li><li>• Ann Bremer Education Center Construction Update</li><li>• Technology &amp; Communications Policy Bucket (2nd read)</li></ul> <p><b>Special Presentation</b></p> <ul style="list-style-type: none"><li>• School Safety Coaches Video - TBD</li></ul> <p><b>Annual Presentation</b> <b>Spotlight</b> - none</p>

**MARCH 14, 2019**

**Equity (60 min)**

**Special Education Tuition Billing Update**

**Kudos & Recognition**

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Confidentiality Commitments
- What the Board Needs to Know about [Operational Results \(recurring\)](#) (video)
- District Administration and Organization (DAO) Bucket - 2nd read

**Special Presentation - none**

**Annual Presentation**

- FY19 Budget Assumption/Program Withdrawal Report - Annual Report (Action item)
- FY18 Budget Revision - annual report (action item)

**Spotlight - none** (moved to March 22)

**Equity work session**

**MARCH 28, 2019**

**Kudos & Recognition**

- WEC - TBD
- Danielle Berry, Teacher of the Year Semi-finalist

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Ann Bremer Education Center Construction Update
- Facilities Report (Other Buildings Projects Update)
- Financial Report February - consent agenda
- 2018-2019 School Calendar Approval (**recurring**)
- Verbal update: Expansion of Furthering Your Education program (The Transforming Teaching & Learning (TTL) Scholarship)
- District Administration and Organization (DAO) Bucket - 2nd read

**Special Presentation - Graduation rate presentation by Ben**

**Annual Presentation - none**

**Spotlight** --Alternative Learning Center Academies (ALC Leaders) (*Focus on how our student profile is different than that of our member districts and what has changed in our approach in the last two years.*)

**APRIL 11, 2019**

**Kudos & Recognition**

- Care & Treatment or SEC
- Stephen West introduction (schedule, but can consider moving out depending on timing of KSTP story per Stephen's recommendation), and new APs, Principal of Care and Treatment

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- HR Report: Discontinuing Educational Programs and Positions/Staff Reduction ULA Resolution
- Approval of extension of pupil transportation services
- Approval of Tile Bid

**Special Presentation - none**

**possible update on grants (none for this year)**

**Annual Presentation - none**

**Spotlight (modified version)?? (Wilder not awarded grant yet)**

- Programs doing a Setting 4.5 partnership (Elisabeth & Kate?) [Therapeutic Teaching Model/Setting 4.5](#)
- Pahoua Yang, Vice President of Wilder Center for Communities/Foundation (*confirmed*)

**HR Closed Session**

- 1st look - Parameters for Local 284 Negotiations

**MAY 9, 2019**

**Kudos & Recognition**

- Edgewood

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Superintendent Evaluation Closed Session (carry over)

**Special Presentation - none**

Core Planning Team meeting update

**Annual Presentation - none**

- Facilities - Long Term Facilities Maintenance Plan Approval - (Action item)

**Spotlight** -Pathways at HTC (Lea)

**HR Closed Session**

- Decision - Parameters for Local 284 Negotiations

**MAY 23, 2019- Meeting at Edgewood**

**Kudos & Recognition**

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Financial Report March & April, Quarterly update(March - Action Update, April - Consent Agenda)
- Probationary Licensed, and Non-Licensed Non-Renewal Resolutions (carry over)
- Superintendent's Evaluation Update (carry over)
- Facilities Report/Construction Report (carry over)
- Approval of Malwarebytes Contract for Cyber Security and Anti-Malware Protection (carry over)
- Approval of Edupoint Contract for Synergy Hosting and Support (carry over)
- Approval of Computer Refresh (carry over)

**Special Presentation - none**

**Annual Presentation - none**

**Spotlight** - none

**JUNE 13, 2019**

**Kudos & Recognition**

- WSSS 40th Anniversary

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Ratification of Service Employees International Union (SEIU) Local 284 Tentative Agreement (hopeful date)

**Special Presentation - none**

**Annual Presentation**

- Strategic Plan Update (carry over) see May 10
- Food Services Report - (Annual Report)
- Annual Food Service Program Resolution Action Item
- 2018-19 Original Budget Approval - Annual Report Action Item
- Approval of Core Fee and Non-member Access Fee rates. Action Item

**Spotlight** -WSSS and Gifted Programs

**JUNE 27, 2019**

**Kudos & Recognition**

**Consent Agenda OR What the Board Needs to Know OR Verbal Update**

- Approval of Contracts:
  - FY19 - Food Services Prime Vendor Contract (consent agenda)
- Financial Report May (consent agenda)
- Non-Licensed Permanent Employment Status Position Elimination Resolutions (carry over)
- Construction Report (carry over)
- Consent Agenda: Renewal of Teachers on Call Agreement

**Special Presentation - none**

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**Spotlight** -none

**INTERMEDIATE DISTRICT 287**  
**August 23, 2018**  
**SCHOOL BOARD CALENDAR**

**August 2018**

23	Thursday	Jerry Yeager Presentation	9:00AM	DSC – Room 318
23	Thursday	Ann Bremer Education Center Open House	3:00PM	ABEC
23	Thursday	General Board Meeting	6:30PM	ABEC

**September 2018**

13	Thursday	General Board Meeting	6:30PM	Board Rm
27	Thursday	General Board Meeting	6:30PM	Board Rm

**October 2018**

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

**November 2018**

08	Thursday	General Board Meeting	6:30PM	Board Rm
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**December 2018**

13	Thursday	General Board Meeting	6:30PM	Board Rm
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**TENTATIVE DATES****January 2019**

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

**February 2019**

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

**March 2019**

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

**April 2019**

12	Thursday	General Board Meeting	6:30PM	Board Rm
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**May 2019**

09	Thursday	General Board Meeting	6:30PM	Board Rm
23	Thursday	General Board Meeting	6:30PM	Board Rm

**June 2019**

13	Thursday	General Board Meeting	6:30PM	Board Rm
27	Thursday	General Board Meeting	6:30PM	Board Rm

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◆ General Board Meeting – Date Change

◆ New Event

◆ Event Date Change