

**INTERMEDIATE SCHOOL DISTRICT 917
IN DAKOTA COUNTY**

REGULAR SCHOOL BOARD MEETING

Tuesday, August 21, 2018

AGENDA:

- I. **Call to Order - Chair Lewis**
- II. **Conduct Pledge of Allegiance - Chair Lewis**
- III. **Visitors opportunity to be heard - Chair Lewis**
- IV. **Administer oath of office to reappointed Board Member DeeDee Currier (Burnsville) - Linda Berg**
- V. **Additions to the agenda - Chair Lewis**
- VI. **Good News Report - Directors** 2
- VII. **Consent Items - Chair Lewis**
 - A. Personnel Considerations 8
 - B. Minutes, July 10, 2018 - Organizational School Board Meeting 58
 - C. Minutes, July 10, 2018 - Regular School Board Meeting 60
- VIII. **Business Manager's Report - Nicolle Roush**
 - A. Review and Approve Payment of Bills 63
 - B. Review and Approve Wire Transfers 69
 - C. Review and Approve Investment Report 86
- IX. **Old Business**
 - A. Review and Confirm Committee Assignments - Mark Zuzek 87
- X. **New Business**
 - A. Approval of the Program Assistant Contract for 2018-2020 - Mark Zuzek 88
 - B. Approval of the TIES Reorganizational Agreement and Addendum - Mark Zuzek 127
 - C. Review School Board Agenda Items for 2018-2019 - Mark Zuzek 202
- XI. **Adjournment**

SCHOOL BOARD CALENDAR INFORMATION SCHOOL BOARD CALENDAR INFORMATION

August 29, 2018 - 4:30 - 6:30 PM, Open House, Gideon Pond Elementary, 613 E. 130th Street, Burnsville
August 29, 2018 - 6:30 - 8:00 PM, Open House, Lakeville North High School, 19600 Ipava Ave. West, Lakeville
August 30 – 8:00 AM - All Staff Opening Days Workshop – Hastings High School
August 30, 2018 3:30 -7 PM, Lebanon Open House, 5800 149th Street, Apple Valley
August 30, 2018, 3:30-7 PM, Cedar Open House, 2140 Diffley Road, Eagan
August 30, 2018 - 3:30-7:30 PM, Alliance Open House, 14300 Biscayne, Rosemount
September 4, 2018 – 5:00 PM, School Board Meeting, 917 Board Room. DCTC
September 17, 2018 - 3:30 - 6:30 PM, Youth Transition Program, 12425 River Ridge Boulevard, #200, Burnsville
September 17, 2018 - 3:30 - 6:30 PM, Options, 151 W. Burnsville Parkway, #100, Burnsville
September 17, 2018 - 3:30 - 6:30 PM, Juvenile Services Center, 1600 Highway 55 West, Hastings
September 17, 2018, 4-7 PM, Concord Education Center, 9015 Broderick Boulevard, Inver Grove Heights
September 27, 2018 - 3:30 - 7:30 PM, DCALS Open House, 1300 145th Street East, Rosemount
September 27, 2018 - 3:30 - 7:30 PM, DCALS North Open House, 150 E. Marie, West St. Paul
November 1, 2018 - 3:30 - 7:30 PM, TESA Open House, 1300 145th Street East, Rosemount

Good News
Special Education
August 21, 2018

- In July, over 70 district educators attended the first annual Intermediate School District 917 Summer Institute, a 4-day professional development camp hosted at Alliance Education Center. Teachers attend sessions of their choice taught by other licensed staff members that deepened their understanding of a wide variety of subjects. The sessions also gave teachers opportunities to connect and collaborate with their colleagues.

Some of the topics included Mental Health in Students, Student-Based Trauma Training and Increasing Reading and Language Through Visualization.

- Concord Education Center is nearing completion. Throughout the week we will be installing furniture and cubicles at the sight.
- Staffing for the 2018-2019 school year continues. We have 4 licensed staff positions open as well as many paraprofessional positions.
- Details of the August workshop schedule can be found on the website. Monday, August 27th will begin with all licensed special education staff gathering for a morning session in the Dakota Room at DCTC. We will be celebrating our super powers and learning about literacy.
- Amy Grainger, Gubby Kubik, and Kelsey Mlodozyniec, teachers for students who are deaf/hard of hearing, received certificates of completion for participating in Literacy in Disabilities Camp. This is a week-long camp that provides professional development for educators to increase their knowledge of literacy instruction for students with significant disabilities.
- The movement of items from Cherry View to Christina Huddleston PACES went smoothly this summer. PACES staff in that classroom room are looking forward to continuing to meet student needs in the new setting.
- On Thursday August 2nd Betsy Larsen's students at Christina Huddleston PACES, put on a play performance "The Three Billy Goats Gruff." The performance was a big success, refreshments were served after the show.
- The students from the New Chance program worked the last two days of July to complete a service project to restore the basketball court at Pioneer Park in Hastings, Minnesota. This project, called Rebuilding Together, was in partnership with the Minnesota Timberwolves organization.

The boys worked hard to restore the court to its "like new" state. The first day they scraped debris off the court and picked up garbage to prep for the next day. On Tuesday things started to take shape. The boys filled in the cracks on the court and resurfaced the court using five-gallon buckets filled of a tar-based rubber sealant. They also put up new backboards, new hoops, and nets. Overall, the boys thought it was a good experience and would like to continue to participate in community service projects.



- The 917 Deaf/Hard of Hearing Preschool Program had 5 graduates this spring! These students are either returning to their home district or transitioning to the ISD 917 program at Gideon Pond Elementary. It was a great morning filled with music and cake! The ISD 917 staff created an excellent slideshow with student pictures and fantastic decor with student art projects.





- On June 4th, the sign language club at Century Middle School, had an ASL Flash Mob during lunch! The club is led by ISD 917 staff and students in the deaf/hard of hearing resource program. The students performed “A Million Dreams” from the movie, Greatest Showman.
- Extended School Year programs went well at both Cedar SUN and Lebanon TEA programs. Cedar had twenty-eight students attend and TEA had sixteen students.
- Now that Extended School Year is completed, improvement projects have begun at Cedar and Lebanon. At Lebanon, masonite is being put in on the bottom half of the hallways and the gym lights are being

upgraded to LED. At Cedar, the metal roll-up metal gates that remained from the cafeteria are being removed and the openings filled in to match the hallway.

- Alliance has been very busy over the past few months. Students from our IDEA, SUN, and CASE programs came for 4 weeks of Extended School Year. Many of our classes took the opportunity to spend time volunteering in the community, taking field trips to practice social skills in the community, and spending time outside working on academic projects while enjoying the sun.
- Our students in CASE spent ESY planting many different varieties of plants in our new sensory garden. They successfully built planter boxes, hauled loads of dirt, watered, weeded, and watched it grow. It has been a tremendous effort of teamwork by our students and staff.
- Alliance, as many other sites have reported, has also started working on general improvement projects over the summer. On the interior we upgraded and added some cameras to increase safety in the building, we did some work on classroom doors to allow for some student offices in Room 115, and we added some speakers to the exterior of the building to allow for greater communication throughout the building. The biggest change has taken place outside. Our parking lot was resurfaced and repainted. It looks brand new! The sidewalk in front of the building was also widened to allow for more students and staff to walk together as needed. 3 trees were removed to allow for this project, but 4 new trees were planted and will be a wonderful addition to our landscape once matured. We continue to prepare boxes and materials for their eventual move over to Concord Education Center and look forward to utilizing this new found space at Alliance in creative ways for our students and staff.

Good News Report
Secondary Programs
August 2018

-Lynn Morris and Dale Engman, teachers within our programs recently attended Mechatronics/Robotics training at Gateway Technical College in Racine, WI. They received training in teaching part of the Industry 4.0 curriculum for Introduction to Mechatronic Systems. They will both imbed parts of this curriculum into their Math and Computer Science classes this school year. The program was sponsored by Lab Midwest.

-Due to the generous donation by the Inver Grove Rotary we were able to purchase an AC/DC Electrical trainer that will be used in our hands-on Math classes within our DCALS programs. It will also be used as part of the introduction to Mechatronics/Robotics classes.

-Our upcoming workshop week will include the following: Tour of Cambria headquarters and fab lab, Dakota County Library partnership, meetings with South Central Services on ESSA, tour of Quality Forklift in Shakopee, presentation by Dakota County Drug Task Force, and presentation by Lab Midwest on Industry 4.0. We will also cover many program needs and individual site needs.

To Bd 2/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Kasausha Adams	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Simley High	Yes	Generals	Yes
Technical College	Inver Hills Community	No	Generals	In process
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Smart Data Solutions	3/15	Current	Mailroom Operator
McDonald's	3/12	7/14	Crew/Trainer

Total Years Experience 5

Remarks:

Kasausha will be a classroom assistant in the SUN Program at CEC.

To Bd 2/18/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 19, 2018	Teaching Licenses Held:
NAME: Jemal Amos-Demmaj	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.54
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Thomas Jefferson	Yes	Generals	Yes
Technical College	Itasca Community College	Yes	Generals	AS
College	Normandale	No	Human Resources	In process
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Northside Achievement Zone	9/17	5/18	Achievement Coach
UPD Marketing	9/14	9/17	Marketing
Home Depot	2/14	9/14	Associate

Total Years Experience 4

Remarks:

Jemal will be a program assistant in the SUN Program at CEC.

To Bd 8/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 23, 2018	Teaching Licenses Held:
NAME: Gina Ashley	
Position: Administrative Assistant II	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$20.87
	Employment Date : July 16, 2018

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Oak Forest High	Yes	Generals	Yes
Technical College	Moraine Community College	Yes	Generals	AA
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Young Life	10/16	Current	Area Administrator
Burning Bush Communications	8/12	12/16	Freelance Editor
National Impala Association	10/09	5/13	Bookkeeper

Total Years Experience 8

Remarks:

Gina will be an administrative assistant in the district.

To Bd 2/20/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Kristin Baker	
Position: Teacher	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$66,706
	Employment Date : 8/23/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Shakopee High	Yes	Generals	Yes
Technical College				
College	St. Thomas	Yes	Special Education	MA
	Metropolitan State	Yes	Behavioral Science	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
So. St. Paul Schools	8/17	Current	Teacher
ISD 197	8/15	6/17	Teacher
St. Cloud Schools	8/09	6/15	Teacher

Total Years Experience 9

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Remarks:

Kristin will be a teacher in the SUN Program at CEC.

Tobler

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8/14/18	Teaching Licenses Held:
NAME: Mark Bauer	
Position: Teacher	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$40,545
	Employment Date : 8/23/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Hastings High	Yes	Generals	Yes
Technical College				
College	Augsburg College	Yes	Special Education	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Hastings School District	1/14	Current	Substitute Teacher

Total Years Experience 4

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
YMCA	5/10	4/14	Lead Staff
AmeriCorps	9/13	7/15	Promise Fellow

Total Years Experience 5

Remarks:

Mark will be a teacher in the SUN Program at CEC.

TOR 2/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 19, 2018	Teaching Licenses Held:
NAME: Wakeshia Bean	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.93
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Edina High	Yes	Generals	Yes
Technical College				
College	Bethel University	Yes	Healthcare Leadership	BA
	U of M	In process	Early Childhood Education	In process
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Explorers Childcare Center	4/17	6/18	Teacher
POR Emotional Wellness	7/12	4/15	Mental Health Case Manager
Mpls. Crisis Nursery	6/00	1/07	Child Care

Total Years Experience 17

Remarks:

Wakeshia will be a classroom assistant in the IDEA Program at AEC.

70 Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: June 26, 2018	Teaching Licenses Held:
NAME: Heather Beigel	
Position: Health Associate	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$23.95
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Almond Bancroft High	Yes	Generals	Yes
Technical College				
College	MN State Winona	Yes	Registered Nurse, Medical Assistant, Massage Therapy	AS
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Oak Park Senior Living	1/15	1/18	Registered Nurse Manager
Ellsworth Care Center	11/12	11/15	Licensed Nurse
Stevens Point Care Center	10/06	11/12	Certified Nursing Assistant

Total Years Experience 12

Remarks:

Heather will be a health associate in the DASH Program at Christa McAuliffe Elementary.

To Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Alexandra Belfield	
Position: Classroom Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Rosary High School	Yes	Generals	Yes
Technical College	Robert Morris College	Yes	Administrative	Certification
College		Yes		
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 194	1/18	Current	Para Sub, Interpreter
City of Burnsville	1/17	7/17	Records Technician
ISD 196	8/16	1/17	Chaperone
Palace Station Hotel	7/04	3/11	Server

Total Years Experience 10

Remarks:

Alexandra will be a classroom assistant in the SUN Program at CEC.

To Ed 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 23, 2018	Teaching Licenses Held:
NAME: Ahmed Bule	
Position: Classroom Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Central High	Yes	Generals	Yes
Technical College				
College	University of MN	Yes	Biology	In process
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Family Quality Care	4/13	Current	PCA
Global Freight	6/17	Current	Dispatcher
American Security	8/15	Current	Float Security Officer

Total Years Experience 5

Remarks:

Ahmed will be a classroom assistant in the SUN Program at CEC.

To Bd - 8/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 19, 2018	Teaching Licenses Held:
NAME: Luke Carlson	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Academy of Holy Angels	Yes	Generals	Yes
Technical College				
College	University of MN, Duluth	Yes	History Coaching	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Menards	5/14	8/17	Associate
Myers-Wilkins Elementary	10/16	11/16	Volunteer Help

Total Years Experience 3

Remarks:

Luke will be a classroom assistant in the SUN Program at AEC.

To Bd 8/21/08

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Jessica Chamblin	
Position: Teacher	
College: Secondary: Special Education: X District:	Recommended Salary : \$39,174
	Employment Date :

Education:

	Institution	Graduated (yes or no)	Major	Degree/Diploma
High School	Hillsboro High	Yes	Generals	Yes
Technical College	Southern State	Yes	Generals	AA
College	OH, Wilmington College	Yes	Spanish	BA
	St. Paul College	Yes	INTP Program	Certified
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	7/17	6/18	Student Assistant
T-Mobile	5/14	Current	Sales
ATT Mobility	3/12	3/14	Sales
Generations Pizzeria	8/10	12/12	Server/Supervisor

Total Years Experience 8

Remarks:

Jessica will be a teacher in the Visually Impaired Program.

To Ed 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: May 29, 2018	Teaching Licenses Held:
NAME: Christine Chessler	
Position: Program Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$17.93
	Employment Date : August 30, 2018

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	So. St. Paul High	Yes	Generals	Yes
Technical College				
College	St. Paul College	Yes	ASL	Certified
	St. Benedict	Yes	Liberal Studies	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 196	2014	Current	Paraprofessional
Developmental Pathways	10/00	11/05	Assistant Program Administrator

Total Years Experience 8

Remarks:

Christine will be a program assistant in the YTP Program.

To Bd 8/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: August 8, 2018	Teaching Licenses Held:
NAME: Ashley DePover	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Eagan High	Yes	Generals	Yes
Technical College				
College	St. Scholastica	Yes	Social Work	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Lifeworks	5/10	Current	PCA
Target	8/05	Current	Service

Total Years Experience 13

Remarks:

Ashley will be a classroom assistant in the SUN Program at CEC.

To Ed 8/6/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: June 28, 2018	Teaching Licenses Held:
NAME: Mona Dewane	
Position: Classroom Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$21.93
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/Diploma
High School	John Dewey High	Yes	Generals	Yes
Technical College				
College	NY State	Yes	Anthropology	BA
	NY State	Yes	Special Education DHH	MA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 287	8/13	Current	DHH Teacher
MN River Valley Coop	9/05	6/12	DHH Teacher

Total Years Experience 13

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Pennsylvania School for the Deaf	9/94	6/99	Interaction Facilitator

Total Years Experience 5

Remarks:

Mona will be a classroom assistant in the DHH Program at Gideon Pond Elementary.

To Bd 8/6/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Jodi Dyvig	
Position: Teacher	
College: Secondary: Special Education: X District:	Recommended Salary : \$45,284
	Employment Date : 8/23/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Fairmont High	Yes	Generals	Yes
Technical College				
College	MN State, Mankato	Yes	Business Administration	MBA, BA
	University of St. Thomas	Yes	Special Education	MA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 288	1/18	6/18	Teacher

Total Years Experience 6 mths

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 287	10/13	11/17	Student Teacher/Paraprofessional
Eden Prairie Schools	8/07	7/13	Bus Driver for Special Ed.

Total Years Experience 10

Remarks:

Jodi will be a teacher in the SUN Program at CEC.

To By 2/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: June 26, 2018	Teaching Licenses Held:
NAME: Amy Fillhouer	
Position: Interpreter	
College: Secondary: Special Education: X District:	Recommended Salary : \$18.00
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Wadena Deer Creek	Yes	Generals	Yes
Technical College				
College	University of MN	Yes	English	BA
	St. Paul College	Yes	ASL/Interpreting	AS
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
CODA Brothers	2/18	4/18	Internship
Andrea Schwain	1/14	Current	Nanny
Barrio Tequila Bar	5/17	4/18	Server

Total Years Experience 1

Remarks:

Amy will be an interpreter for the district working in Bloomington.

To Ed 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 26, 2018	Teaching Licenses Held:
NAME: Scott Fisher	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Apple Valley High	Yes	Generals	Yes
Technical College				
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
New Challenges	6/17	Current	Program Coordinator
Kindred Supports	3/17	6/17	Direct Care
Lifeworks Services	2/17	6/17	Direct Care

Total Years Experience 1.5

Remarks:

Scott will be a classroom assistant in the TEA Program at LEC.

To Bd 2/20/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 7/26/18	Teaching Licenses Held:
NAME: Thomas Garding	
Position: Teacher	
College: Secondary: Special Education: X District:	Recommended Salary : \$41,703
	Employment Date : 8/24/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/Diploma
High School	Eastview High School	Yes	Generals	Yes
Technical College				
College	U of M	Yes	English, History, Sociology	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	8/17	Current	Community Expert

Total Years Experience 1

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	1/17	Current	Paraprofessional
Pellicci Ace Hardware	6/13	12/16	Associate
Lampert Lumber	5/12	9/12	Yard Employee

Total Years Experience 5

Remarks:

Thomas will be a teacher in the SUN Program at Cedar School.

To Bd 8/10/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Fadumo Haji	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Burnsville High	Yes	Generals	Yes
Technical College				
College	MN State, St. Cloud	Yes	Community Health	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
St. Cloud Hospital	6/15	3/16	Mental Health Associate
Dungarvin Inc.	4/13	10/15	Program Counselor
J and J Holmes	12/12	4/13	Direct Care Staff

Total Years Experience 3

Remarks:

Fadumo will be a classroom assistant in the SUN Program at Cedar School.

To Bd 2/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Johnathan Harlin	
Position: Teacher	
College: Secondary: Special Education: X District:	Recommended Salary : \$48,509
	Employment Date : 8/23/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Washburn High	Yes	Generals	Yes
Technical College				
College	Adler Graduate School	Yes	Mental Health Counseling	MS
	Metro State	Yes	Liberal Arts	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Uplift Education	7/17	12/17	Art Teacher
Manara Academy	8/15	4/17	Art Teacher

Total Years Experience 1.5

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	2/14	6/14	Paraprofessional

Total Years Experience 4 mths

Remarks:

Johnathan will be a teacher in the SUN Program at AEC.

To Rd 2/20/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Christina Johnson	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.54
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Apple Valley High	Yes	Generals	Yes
Technical College				
College	MN State, Mankato	Yes	Corrections	BA
	St. Mary's	No	Mental Health Counseling	In process
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Options Family Services	1/17	Current	Behavior Technician
Options Family Services	1/16	1/17	Adult Rehabilitative Services
Partners in Excellence	8/15	1/17	Behavior Therapist

Total Years Experience 3

Remarks:

Christina will be a program assistant in the Options Program.

To Bd. 2/15/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 23, 2018	Teaching Licenses Held:
NAME: Alexandra Lang	
Position: Classroom Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Lakeville High	Yes	Generals	Yes
Technical College				
College		Yes		
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
John Charles	4/14	Current	Hair colorist
Jessica Fahl	11/09	11/11	Nanny
People's Organic	11/10	4/14	Barista

Total Years Experience 7

Remarks:

Alexandra will be a classroom assistant in the IDEA Program at AEC.

To Bd 2/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: August 9, 2018	Teaching Licenses Held:
NAME: Mary Lawrence	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.54
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Garden Way Christian Academy	Yes	Generals	Yes
Technical College				
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
TurnKey Corrections	6/17	3/18	Regional Manager
RedBox	8/13	6/17	Regional Operations
ISD 186	9/09	6/13	Paraprofessional
Gental Dental	6/07	6/09	Patient Care Coordinator

Total Years Experience 11

Remarks:

Mary will be a classroom assistant in the TEA Program at Pine Bend Elementary School.

To Bd 8/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: August 9, 2018	Teaching Licenses Held:
NAME: Brennan McGlauchien	
Position: Classroom Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Simley High	Yes	Generals	Yes
Technical College				
College	Knox College	Yes	Anthropology Sociology	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Metro Psychology Support Services	1/17	Current	MHP
Bester Brothers Moving	12/12	1/17	Laborer

Total Years Experience 2

Remarks:

Brennan will be a classroom assistant in the SUN Program at CEC.

To B A 8/30/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8/8/18	Teaching Licenses Held:
NAME: Jessica Points	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	North High School	Yes	Generals	Yes
Technical College				
College	University of MN	Yes	Studio Art	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Peace Corps	2/18	6/18	Health Extension Volunteer
People Serving People	10/16	2/18	Early Childhood Assistant
City of Woodbury	5/16	8/17	Summer Playground Supervisor

Total Years Experience 2

Remarks:

Jessica will be a classroom assistant in the SUN Program at CEC.

To Bd 2/2/17

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8/14/18	Teaching Licenses Held:
NAME: Alanna Sanchez	
Position: Program Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Northfield High	Yes	Generals	Yes
Technical College				
College	North Dakota State	Yes	Criminal Justice	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Volunteers of America	7/18	Current	Youth Counselor
West Hills Lodge Inc.	10/16	1/17	Treatment Technician

Total Years Experience 1

Remarks:

Alanna will be a program assistant at Options and the Anthony Louis Center.

To Bd 8/30/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 23, 2018	Teaching Licenses Held:
NAME: Rebekka Schrank	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Burnsville High	Yes	Generals	Yes
Technical College				
College	St. Thomas	Yes	Communication and Journalism	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
St. David's Center	5/17	Current	Paraprofessional
ISD 191	9/16	6/17	Tutor
Special Olympics of MN	9/15	5/16	Intern

Total Years Experience 3

Remarks:

Rebekka will be a classroom assistant in the TEA Program at LEC.

To Rd 8/14/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8/14/18	Teaching Licenses Held:
NAME: Becky Splett	
Position: Teacher	
College: Secondary: Special Education: X District:	Recommended Salary : \$76,853
	Employment Date : 8/23/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Montevideo High	Yes	Generals	Yes
Technical College				
College	Minnesota State	Yes	Elementary Education	BA
	Hamline University	Yes	ASD	MA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
School District 77	8/03	6/18	Teacher
MN River Valley Cooperative	8/94	6/03	Teacher

Total Years Experience 24

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Remarks:

Becky will be a teacher in the SUN Program at AEC.

To Be 2/01/8

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 23, 2018	Teaching Licenses Held:
NAME: Jermaine Stansberry	
Position: Classroom Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Harding High	Yes	Generals	Yes
Technical College				
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Creative Care Resources	11/14	12/16	PCA

Total Years Experience 2

Remarks:

Jermaine will be a classroom assistant in the SUN Program at CEC.

Toked 8/30/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 19, 2018	Teaching Licenses Held:
NAME: Anthony Sweats	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Burnsville High	Yes	Generals	Yes
Technical College				
College		Yes		
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Best Buy	10/11	5/14	Associate/Sales
Mystic Lake	6/14	Current	Table Dealer

Total Years Experience 6

Remarks:

Anthony will be a classroom assistant in the SUN Program at Cedar School.

To Be Done

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 7/24/18	Teaching Licenses Held:
NAME: Kayleen Taffe	
Position: Teacher	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$85,431
	Employment Date : 8/23/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Robbinsdale Armstrong	Yes	Generals	Yes
College	St. Mary's	No	EDD Educational Leadership	In process
	Hamline	Yes	Reading Specialist	
	St. Mary's	Yes	DD	MA
	MN State	Yes	Special Education	BA

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 287	1/00	Current	Literacy Specialist
University of St. Thomas	9/14	Current	Adjunct Faculty

Total Years Experience 18

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Homeward Bound	6/97	12/99	On Site Supervisor

Total Years Experience 2

Remarks:

Kayleen will be a teacher in the district located at CEC.

To Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 7/24/18	Teaching Licenses Held:
NAME: Mary Taylor	
Position: Teacher	
College: Secondary: Special Education: x District:	Recommended Salary : \$52,215
	Employment Date : 8/23/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/Diploma
High School	Edina High	Yes	Generals	Yes
Technical College				
College	U of M	Yes	Deaf/Hard of Hearing	MA
	St. Paul College	Yes	Sign Language	Certified
	Stout University	Yes	Early Childhood	BA

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Anoka/Hennepin Schools	4/18	Current	Teacher
Northeast Metro 916	8/12	1/17	Teacher

Total Years Experience 6

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Northeast Metro 916	8/12	6/14	Intervener

Total Years Experience 2

Remarks:

Mary will be a teacher in the DHH Program.

To Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 23, 2018	Teaching Licenses Held:
NAME: Cassandra Urbano	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.54
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Woodbury High	Yes	Generals	Yes
Technical College				
College	MN State	Yes	Music Industry	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Cumulus Media	7/17	Current	Receptionist
Carleton College	1/18	Current	Coach/Volunteer
Mankato Family YMCA	5/12	5/15	Lifeguard/Instructor

Total Years Experience 6

Remarks:

Cassandra will be a classroom assistant in the CASE Program at AEC.

To Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 23, 2018	Teaching Licenses Held:
NAME: Sarah Waldhauser	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	St. Croix Lutheran	Yes	Generals	Yes
Technical College				
College	Concordia	Yes	Communications Studies	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Insight Global	10/17	3/18	Claims Processor
2 nd Shade Patio Furniture	4/17	8/17	Office and Buyer's Assistant
Gerten Greenhouse	4/07	4/17	Sales Associate

Total Years Experience 10

Remarks:

Sarah will be a classroom assistant in the SUN Program at CEC.

To Ed 8/10/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 26, 2018	Teaching Licenses Held:
NAME: Heather Webb	
Position: Teacher	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$41,703.
	Employment Date : 8/24/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Plentywood High	Yes	Generals	Yes
Technical College				
College	Montana State	Yes	Business	BA
	MN State	No	Special Ed.	In process
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	8/17	Current	Community Expert

Total Years Experience 1

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	9/12	Current	Paraprofessional
In Home Daycare	9/08	6/12	Childcare
Herbergers	7/05	2/07	Store Manager

Total Years Experience 12

Remarks:

Heather will be a teacher in the PACES Program at Boeckman Middle School.

To Ed 2/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 26, 2018	Teaching Licenses Held:
NAME: Lori Wilson	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.93
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Plainview High	Yes	Generals	Yes
Technical College				
College	Kearney State	Yes	Business Administration	BA
	Hamline	Yes	MAT	MA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Generations Child Care	9/16	Current	Caregiver
Mpls. Public Schools	1/13	9/16	Substitute/Aide
ISD 191	10/12	1/13	Substitute/Aide

Total Years Experience 5

Remarks:

Lori will be a classroom assistant in the TEA Program at LEC.

To Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Samantha Wittstruck	
Position: Program Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Wadena High	Yes	Generals	Yes
Technical College				
College	Inver Hills	Yes	Generals	AA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Premier Banks	8/16	Current	Customer Service
New Market Bank	6/15	8/16	Customer Service

Total Years Experience 3

Remarks:

Samantha will be a program assistant in the New Chance Program at the JSC.

**SUMMARY OF PERSONNEL ITEMS RECOMMENDED
FOR ACTION AT BOARD MEETING OF AUGUST 21, 2018**

NEW HIRES:

Kawausha Adams, Classroom Assistant, effective August 30, 2018.

Anna Adrian, Classroom Assistant, effective August 30, 2018 (from Student Assistant to Classroom Assistant).

Jemal Amos-Demmaj, Program Assistant, effective August 30, 2018.

Gina Ashley, Administrative Assistant II, effective July 16, 2018.

Kristin Baker, Special Education Teacher, effective August 23, 2018.

Wakeshia Bean, Classroom Assistant, effective August 30, 2018.

Heather Beigel, Health Associate, effective August 30, 2018.

Alexandra Belfield, Classroom Assistant, effective August 30, 2018.

Ahmed Bule, Classroom Assistant, effective August 30, 2018.

Luke Carlson, Classroom Assistant, effective August 30, 2018.

Jessica Chamblin, Special Education Teacher, effective August 23, 2018 (from Student Assistant to Special Education Teacher).

Christine Chessler, Program Assistant, effective August 30, 2018.

Dina DeLong, Classroom Assistant, effective August 30, 2018 (from Student Assistant to Classroom Assistant).

Ashley DePover, Classroom Assistant, effective August 30, 2018.

Mona Dewane, Classroom Assistant, effective August 30, 2018.

NEW HIRES (continued):

Jodi Dyvig, Special Education Teacher, effective August 23, 2018.

Amy Fillhouer, Sign Language Interpreter, effective August 30, 2018.

Scott Fisher, Classroom Assistant, effective August 30, 2018.

Thomas Garding, Special Education Teacher, effective August 24, 2018 (from Community Expert to Special Education Teacher).

Fadumo Haji, Classroom Assistant, effective August 30, 2018.

Johnathan Harlin, Special Education Teacher, effective August 23, 2018.

Christina Johnson, Program Assistant, effective August 30, 2018.

Alexandra Lang, Classroom Assistant, effective August 30, 2018.

Mary Lawrence, Classroom Assistant, effective August 30, 2018.

Brennan McGlauchlen, Classroom Assistant, effective August 30, 2018.

Samantha Ness, Classroom Assistant, effective August 30, 2018 (from Student Assistant to Classroom Assistant).

Michelle Newman, Classroom Assistant, effective August 30, 2018 (from Student Assistant to Classroom Assistant).

Mollie Peltier, Classroom Assistant, effective August 30, 2018.

Jessica Points, Classroom Assistant, effective August 30, 2018.

Alanna Sanchez, Program Assistant, effective August 30, 2018.

Rebekka Schrank, Classroom Assistant, effective August 30, 2018.

Becky Splett, Special Education Teacher, effective August 23, 2018.

Jermaine Stansberry, Classroom Assistant, effective August 30, 2018.

Jaclyn Suchy, Classroom Assistant, effective August 30, 2018.

Anthony Sweats, Classroom Assistant, effective August 30, 2018.

NEW HIRES (continued):

Kayleen Taffe, Special Education Teacher Reading Specialist, effective August 23, 2018.

Mary Taylor, Teacher of Deaf/Hard of Hearing, effective August 23, 2018.

Melissa Troska, Administrative Assistant III Benefits, effective August 20, 2018.

Cassandra Urbano, Classroom Assistant, effective August 30, 2018.

Sarah Waldhauser, Classroom Assistant, effective August 30, 2018.

Heather Webb, Special Education Teacher, effective August 24, 2018 (from Community Expert to Special Education Teacher).

Lori Wilson, Classroom Assistant, effective August 30, 2018.

Samantha Wittstruck, Program Assistant, effective August 30, 2018.

CHANGE IN STATUS:

Stephanie Bistodeau, Classroom Assistant, maternity disability leave effective September 1, 2018, with an expected return date of October 1, 2018.

Elizabeth Cook, Information Management Assistant I, permanent increase from 190 days at 6 hours per day to 200 days at 6.5 hours per day effective August 20, 2018.

RESIGNATIONS & TERMINATIONS:

Ashley Ashbacher, Mental Health Practitioner, effective July 16, 2018.

Kennedy Ellinghuysen, Classroom Assistant, effective August 1, 2018.

Caitlin Fitzgerald, Classroom Assistant, effective July 31, 2018.

Caitlyn Haring, Program Assistant, effective August 6, 2018.

Danielle Hewitt, Classroom Assistant, effective August 29, 2018.

Nicole Hird, Health Associate, effective August 29, 2018.

Courtney Inman, Classroom Assistant, effective August 2, 2018.

Kimberly Jorgensen, Classroom Assistant, effective August 23, 2018.

RESIGNATIONS & TERMINATIONS (continued):

Bridget Kopp, Classroom Assistant, effective July 11, 2018.

Christine Livingston, Special Education Teacher, effective August 2, 2018, contingent upon finding a suitable replacement.

Margaret Locke, Classroom Assistant, effective August 3, 2018.

Nicole McCall, Classroom Assistant, effective August 2, 2018.

Eleanore Miller, Program Assistant, effective August 17, 2018.

Troy Neumann, Classroom Assistant, effective July 8, 2018.

Jacob Skerletts, Classroom Assistant, effective August 2, 2018.

Luke Sommerlot, Classroom Assistant, effective August 6, 2018.

Evan Stoesz, Classroom Assistant, effective August 4, 2018.

Laura Suflita, Classroom Assistant, effective August 27, 2018.

Varo Zembryki, Classroom Assistant, effective August 8, 2018.

To Bd 2/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 24, 2018	Teaching Licenses Held:
NAME: Kasausha Adams	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Simley High	Yes	Generals	Yes
Technical College	Inver Hills Community	No	Generals	In process
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Smart Data Solutions	3/15	Current	Mailroom Operator
McDonald's	3/12	7/14	Crew/Trainer

Total Years Experience 5

Remarks:

Kasausha will be a classroom assistant in the SUN Program at CEC.

To Ed 2/1/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8-15-18	Teaching Licenses Held:
NAME: Anna Adrian	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.38
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Rosemount High	Yes	Generals	Yes
Technical College				
College	MN State, Winona	Yes	Social Work	AS
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	11/17	Current	Student Assistant
Fernbrook Family Center	8/17	10/17	Mental Health Rehab
Dept. of Homeland Security	7/16	7/17	Transportation Security Officer
College Nannies and Tutors	3/16	6/16	Nanny

Total Years Experience 3

Remarks:

Anna will be a classroom assistant in the SUN Program at CEC.

To Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: July 19, 2018	Teaching Licenses Held:
NAME: Jemal Amos-Demmaj	
Position: Program Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.54
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Thomas Jefferson	Yes	Generals	Yes
Technical College	Itasca Community College	Yes	Generals	AS
College	Normandale	No	Human Resources	In process
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Northside Achievement Zone	9/17	5/18	Achievement Coach
UPD Marketing	9/14	9/17	Marketing
Home Depot	2/14	9/14	Associate

Total Years Experience 4

Remarks:

Jemal will be a program assistant in the SUN Program at CEC.

To Bd 8/30/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8-15-18	Teaching Licenses Held:
NAME: Dina DeLong	
Position: Classroom Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$17.38
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	JFK Bloomington	Yes	Generals	Yes
Technical College				
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	4/18	Current	Student Assistant
DeRoma Family	11/13	8/17	Nanny
God's discovery Kids	1/10	5/14	Teacher
J and K Tax Services	1/00	4/16	Seasonal Tax Work

Total Years Experience 8+

Remarks:

Dina will be a classroom assistant at AEC in the IDEA Program.

To Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8/15/18	Teaching Licenses Held:
NAME: Samantha Ness	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.38
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Coon Rapids	Yes	Generals	Yes
Technical College				
College	MN State, Mankato	Yes	Education, Art	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	4/18	Current	Student Assistant
Olson Elementary School	8/17	12/17	Student Teaching
Granite City Food and Brewery	8/17	Current	Waitress

Total Years Experience 1

Remarks:

Samantha will be a classroom assistant in the SUN Program at AEC.

To Bd 8/2/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8-15-18	Teaching Licenses Held:
NAME: Michelle Newman	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.78
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Denfeld High	Yes	Generals	Yes
Technical College				
College	St. Catherine	Yes	ASL Interpreting	Certified
	University of MN	Yes	Journalism	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
ISD 917	4/18	Current	Student Assistant
Century Link	4/08	10/12	LRAC Load Specialist
Hearing and Service Dogs of MN	8/07	4/08	Marketing and Media
United Way	6/04	7/06	Public Relations

Total Years Experience 14

Remarks:

Michelle will be a classroom assistant in the DHH Program at Gideon Pond.

To Bd 8/31/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: August 14, 2018	Teaching Licenses Held:
NAME: Mollie Peltier	
Position: Classroom Assistant	
College: Secondary: Special Education: <input checked="" type="checkbox"/> District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Lakeville North	Yes	Generals	Yes
Technical College				
College				
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
Lakeville Baseball	6/17	7/18	Interpreter
Caban Tan	10/13	Current	Front Desk

Total Years Experience 5

Remarks:

Mollie will be a classroom assistant in the DHH Program at Century Middle School.

To Be 8/30/18

DISTRICT 917 CANDIDATE SUMMARY—EMPLOYMENT RECOMMENDATION

DATE: 8/14/18	Teaching Licenses Held:
NAME: Jaclyn Suchy	
Position: Classroom Assistant	
College: Secondary: Special Education: X District:	Recommended Salary : \$17.15
	Employment Date : 8/30/18

Education:

	Institution	Graduated (yes or no)	Major	Degree/ Diploma
High School	Hastings High	Yes	Generals	Yes
Technical College				
College	Concordia	Yes	Psychology	BA
Other				

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Experience

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
The Mentor Network-REM	7/17	Current	Direct Support
Hastings Child Development	2/16	4/17	Float/Assistant
Hastings YMCA	5/14	8/14	Camp Counselor

Total Years Experience 2

Remarks:

Jaclyn will be a classroom assistant in the TEA Program at LEC.

To Bd 8/21/18

DISTRICT 917 CANDIDATE SUMMARY--EMPLOYMENT RECOMMENDATION

DATE: August 21, 2018	Teaching Licenses Held:
NAME: Melissa Troska	
Position: Administrative Assistant III Benefits	
Please circle one: Secondary Special Education District Office <input checked="" type="checkbox"/> X	Recommended Salary: \$24.89/hour
	Employment Date: August 20, 2018

Education:

	Institution	Graduated (yes or no)	Major	Degree/Diploma
High School	Apple Valley HS	yes		
Technical College				
College	Metro State Univ	Yes	HR Mgmt	AA
Other				

Business/Industry Work Experience:

Employer (most recent first)	From	To	Position/Responsibilities
DCTC	4/2017	1/2018	HR Technician
UTC Aerospace	9/2013	4/2017	HR Coordinator
MOM Brands	12/2009	4/2013	HR Generalist

Total Years Business/Industry Work Experience 8

Teaching Experience:

Employer (most recent first)	From	To	Position/Responsibilities

Total Years Teaching Experience _____

Remarks:

INTERMEDIATE SCHOOL DISTRICT 917
Organizational Meeting

The Organizational Meeting of the Intermediate School District 917 School Board was held in the 917 Board Room at Dakota County Technical College on Tuesday, July 10, 2018, at 5:00 PM.

Members Present: Dick Bergstrom, Bob Erickson, Wendy Felton, Jill Lewis, Vanda Pressnall, Russ Rohloff, Melissa Sauser, Byron Schwab, and ex-officio member Mark Zuzek.

Members Absent: DeeDee Currier

Also Present: Nicolle Roush, Eric Van Brocklin, Melissa Schaller, Stephanie White, and Linda Berg

The meeting was called to order at 5:00 PM by Superintendent Mark Zuzek.

The Pledge of Allegiance was conducted.

District 917 Notary Public, Linda Berg, administered the oath of office to reappointed Board Member and Vanda Pressnall (Randolph).

Superintendent Zuzek asked for nominations for position of School Board Chair.

1. Motion by Vanda Pressnall to nominate Jill Lewis as Chair. Motion was seconded by Dick Bergstrom. There were no other nominations. Motion passed unanimously to elect Jill Lewis as Chair. All present voted aye. Motion carried.

Jill Lewis assumed the position of Chair and proceeded with the meeting.

2. Motion by Jill Lewis, to nominate Russ Rohloff for the position of Vice Chair. A second motion was made by Wendy Felton to nominate Melissa Sauser for the position of Vice Chair. Motion by Vanda Pressnall, seconded by Wendy Felton to close nominations for the position of Vice Chair. Paper ballots were cast and it was a four to four tie. Melissa Sauser withdrew her name for the position of Vice Chair. Motion passed unanimously to elect Russ Rohloff as Vice Chair. All present voted aye. Motion carried.

3. Motion by Vanda Pressnall, to nominate Melissa Sauser as Clerk. Motion was seconded by Dick Bergstrom. There were no other nominations. Motion passed to unanimously elect Melissa Sauser as Clerk. All present voted aye. Motion carried.

4. Motion by Melissa Sauser, to nominate Bob Erickson as Treasurer. Motion was seconded by Russ Rohloff. There were no other nominations. Motion passed unanimously to elect Bob Erickson as Treasurer. All present voted aye. Motion carried.

5. The School Board set the meeting dates for 2018-2019 on the 1st Tuesday of each month at 5:00 PM, with the exception of August which will have two dates of August 7, 2018, at 8:00 AM and August 21, 2018 at 5:00 PM. Two work sessions have been incorporated into the calendar: January 15, 2019, and April 16, 2019. All work sessions begin at 4:30 PM. All present voted aye. Motion carried. (Addendum A.)

6. Motion by Bob Erickson, seconded by Russ Rohloff, to designate Lillie Suburban Newspapers, Inc., Sun Thisweek/Dakota County Tribune, Sun Media – Bloomington, and the Hastings Star Gazette as the official newspapers for Intermediate School District 917 for 2018-2019. (Addendum B.) The minutes will be summarized with the website address listed to view the official minutes. All present voted aye. Motion carried.

7. Motion by Russ Rohloff, seconded by Wendy Felton, to approve the Intermediate School District 917 Public Notice regarding student records which will be included in the Student Handbooks, as presented. (Addendum C.) All present voted aye. Motion carried.

8. Motion by Bob Erickson, seconded by Byron Schwab, to increase the school board compensation for District 917 School Board Members to \$4,000 and \$4,250 for the Board Chair for the 2018-2019 school year and stipends remain the same per meeting for Personnel and Insurance Committees only. Voting aye: Bob Erickson, Wendy Felton, Jill Lewis, Vanda Pressnall, Russ Rohloff, Melissa Sauser, Byron Schwab. Voting naye: Dick Bergstrom. (Addendum F.)

9. Board member Bob Erickson, introduced the following resolution and waived the reading: Resolution Pertaining to Business Operations. The motion for the adoption of the foregoing resolution was duly seconded by Russ Rohloff and upon vote being taken thereon, the following voted in favor thereof: Dick Bergstrom, Bob Erickson, Wendy Felton, Jill Lewis, Vanda Pressnall, Russ Rohloff, Melissa Sauser, Byron Schwab, and voting against the same: none. Whereupon said resolution was declared duly passed and adopted. (Addendum D.)

10. Committee assignments were reviewed and assigned. (Addendum E.)

11. The Memorandum of Agreement with our Member Districts was reviewed. Supt. Zuzek will review this with member district superintendents so they are aware of this document and if any changes are needed.

12. Motion by Byron Schwab, seconded by Russ Rohloff, to adjourn the organizational meeting. All present voted aye. Motion carried.

There being no further business the Organizational Meeting adjourned at 5:34 PM.

Clerk

INTERMEDIATE SCHOOL DISTRICT 917

A School Board Meeting of the Intermediate School District 917 School Board was held on Tuesday, July 10, 2018, at 1300 145th Street East, Rosemount, MN 55068.

Members Present: Dick Bergstrom, Bob Erickson, Wendy Felton, Jill Lewis, Vanda Pressnall, Russ Rohloff, Melissa Sauser, Byron Schwab, and ex-officio member Superintendent Mark Zuzek.

Members Absent: DeeDee Currier

Also Present: Nicolle Roush, Eric VanBrocklin, Melissa Schaller, Stephanie White, and Linda Berg

School Board Chair Jill Lewis called the meeting to order at 5:36 PM.

There were no visitors to be heard.

The good news reports were presented.

1. Motion by Russ Rohloff, seconded by Byron Schwab, to approve the consent items, as presented. All present voted aye. Motion carried.
 - **Minutes:** June 12, 2018, Regular School Board Meeting
 - **Personnel:** *New Hires:* Shelby Abbott, School Psychologist, effective August 23, 2018. Ashley Ashbacher, Mental Health Practitioner, effective August 23, 2018. Keith Bartholomaeus, Developmentally Adaptive Physical Education Teacher, effective August 23, 2018. Lisa Brandon, Special Education Teacher, effective August 23, 2018. Oliva Brown, Speech Language Pathologist, effective August 23, 2018. Alexandra Buttedal, Special Education Teacher, effective August 23, 2018. (from Program Assistant to Special Education Teacher). Frank Cacich, Special Education Teacher, effective August 23, 2018. Madison Clark, Program Assistant, effective August 30, 2018. Andrea Ellis, Health Associate, effective August 30, 2018. Taylor Freiermuth, Classroom Assistant, effective August 30, 2018. Kirstie Gabbert, Special Education Teacher, effective August 23, 2018, (from Classroom Assistant to Special Education Teacher). Megan Glockner, School Psychologist, effective August 23, 2018. Kristin Goeser, Special Education Teacher-DAPE, effective August 23, 2018. Ashley Hauff, Classroom Assistant, effective August 30, 2018. Jessica Hiber, School Social Worker, effective August 23, 2018. Kasondra Janc, Special Education Teacher, effective August 23, 2018. Jana Jonasen, Special Education Teacher, effective August 23, 2018. Abigail Larson, Teacher of the Visually Impaired, effective August 23, 2018. Trila Malone, Classroom Assistant, effective August 30, 2018. Emma Mayes, Classroom Assistant, effective August 30, 2018. Jenna Moon, Special Education Teacher, effective August 23, 2018. (from Program Assistant to Special Education Teacher). Kaila Palmberg, Teacher of Deaf/Hard of Hearing, effective August 23, 2018, (from Classroom Assistant to Teacher of Deaf/Hard of Hearing). Briana Ruiz-Bruce, Special Education Teacher, effective August 23, 2018, (from Classroom Assistant to Special Education Teacher). Araceli Salazar, Classroom Assistant, effective August 30, 2018. Samantha Schulz, Mental Health Practitioner, effective August 23, 2018. Cassandra Sommervold, Special Education Teacher, effective August 23, 2018. (from Program Assistant to Special Education Teacher). Jocelyn Thompson, effective August 23, 2018 (from Classroom Assistant to Special Education Teacher). Estanie Tyler, Program Assistant, effective August 30, 2018. Brian Waters, Special Education Teacher, effective August 23, 2018 (from Classroom Assistant to Special Education Teacher). Susan Watson, Classroom Assistant, effective August 30, 2018. Christina Wilkin, Special Education Teacher, effective August 24, 2018 (from Community Expert to Special Education Teacher). Hannia Williams, Classroom Assistant, effective August 30, 2018 (from Student Assistant to Classroom Assistant).

Mike Zickrick, Special Education Teacher, effective August 23, 2018. *RE-HIRES:* Jayne Ciodaru, School Psychologist, effective August 24, 2018. Shereen Eldeeb, Special Education Teacher, effective August 24, 2018 (from Community Expert to Special Education Teacher). Ashley Gagner, Special Education Teacher, effective August 24, 2018. Addie Geske, Physical & Health Disabilities Teacher, effective August 24, 2018. Joseph Lorentz, Special Education Teacher, effective August 27, 2018. Jessica Randol, Special Education Teacher, effective August 24, 2018. Nate Steller, Special Education Teacher, effective August 24, 2018. Deric Thames, Special Education Teacher, effective August 24, 2018. Andrew Webster, Special Education Teacher-DAPE, effective August 24, 2018. *Change in Status:* Emily Clark, Teacher of the Deaf/Hard of Hearing, increase to 1.0 FTE effective August 27, 2018. (Emily was hired at .8 FTE and will be permanently increasing to 1.0 FTE) Richelle Gernes, Administrative Assistant II, increase from 215 to 225 days effective July 1, 2018 (permanent change). *Resignations and terminations:* Ashley Dunlap, Special Ed Community Expert, effective June 8, 2018. Cassandra Ehly, Classroom Assistant, effective July 8, 2018. Timothy Puch, Special Ed Community Expert, effective June 8, 2018. Sarah Rabe, Teacher of Deaf/Hard of Hearing, effective June 29, 2018. Stephanie Walter, Program Assistant, effective July 20, 2018. *Retirements:* Gretchen Becherer, Classroom Assistant, effective June 5, 2018.

2. Board Member Bob Erickson introduced the following resolution and waived the reading: Resolution to Accept Donations in the amount of \$1,550. Donation of \$300 from Deb and Richard Clark of West St. Paul to honor the 2017-2018 graduates. (Value: \$300). Donation of a stander valued at \$1,250 from Larry Jones of Lakeville to be used for students and staff. (Value: \$1,250). The motion for the adoption of the foregoing resolution was duly seconded by Russ Rohloff and upon vote being taken thereon, the following voted in favor thereof: Dick Bergstrom, Bob Erickson, Wendy Felton, Jill Lewis, Vanda Pressnall, Russ Rohloff, Melissa Sauser, Byron Schwab, and the following voted against the same: none. Whereupon said resolution was duly passed and adopted. (Addendum A.)
3. Motion by Bob Erickson, seconded by Dick Bergstrom, to approve the bills from June 7, 2018, to July 5, 2018, wire transfers and Investment Reports for the month of May, as presented by the Business Manager. All present voted aye. Motion carried.
4. Motion by Vanda Pressnall, seconded by Russ Rohloff, to approve the Temporary Work Agreement Report, as presented. (Addendum B.) All present voted aye. Motion carried.
5. The Board reviewed the substitute pay rate for teachers and agreed on maintaining the Substitute Pay Rate of \$24 per hour for teachers for the 2018-2019 school year. (Addendum C.) All present voted aye. Motion carried.
6. Motion by Wendy Felton, seconded by Byron Schwab, to approve the annual membership renewals for Metro ECSU, AMSD, and MSBA for 2018-2019. (Addendum D.) All present voted aye. Motion carried.
7. The School Board reviewed the drafts of the Special Education Student Handbook, DCALS and DCALS North Student Handbook, and 917 Staff Handbook for 2018-2019. Additional telephone numbers are still needed. (Addendums E, F, and G.)

Bob Erickson left the meeting at 6:06 PM.

8. Motion by Russ Rohloff, seconded by Dick Bergstrom, to approve the IAQ Written Plan and all Health and Safety Plans for 2018-2019, as presented. (Addendum H.) All present voted aye. Motion carried.
9. Motion by Byron Schwab, seconded by Russ Rohloff, to adjourn the meeting. All present voted aye. Motion carried.

There being no further business the meeting adjourned at 6:15 P.M.

The next regular School Board Meeting will be Tuesday, August 7, 2018, in the Board Room at Dakota County Technical College at 5:00 PM.

Clerk

TIES
 DATE: 08/15/2018
 TIME: 09:50:08

INDEPENDENT SCHOOL DISTRICT
 CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1
 ACCTPA21
 ACCOUNTING PERIOD: 2/19

SELECTION CRITERIA: chkstat.rundate between '20180701 00:00:00.000' and '20180815 00:00:00.000'

DISTRIBUTION FUND: 01

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1900001	07/06/2018	CANON USA	R	330.40	ACCOUNTS PAYABLE CHECK
1900002	07/06/2018	MARCO INC	R	1117.35	ACCOUNTS PAYABLE CHECK
1900003	07/06/2018	MASE	R	1277.00	ACCOUNTS PAYABLE CHECK
1900004	07/06/2018	MOUNT OLIVET CONFERENCE & RETREAT C	R	129.00	ACCOUNTS PAYABLE CHECK
1900005	07/06/2018	U.S. BANK OPERATIONS CENTER	R	116750.00	ACCOUNTS PAYABLE CHECK
1900006	07/10/2018	AMSD	R	3500.00	ACCOUNTS PAYABLE CHECK
1900007	07/10/2018	APPLE VALLEY ISD LLC	R	40379.69	ACCOUNTS PAYABLE CHECK
1900008	07/10/2018	BEST WESTERN	R	331.10	ACCOUNTS PAYABLE CHECK
1900009	07/10/2018	FIRSTRECORDS, LLC	R	502.40	ACCOUNTS PAYABLE CHECK
1900010	07/10/2018	FRONTIER	R	587.26	ACCOUNTS PAYABLE CHECK
1900011	07/10/2018	FRONTLINE TECHNOLOGIES GROUP, LLC	R	2000.00	ACCOUNTS PAYABLE CHECK
1900012	07/10/2018	MN ASSN SCHOOL ADMINISTRATORS	R	1446.00	ACCOUNTS PAYABLE CHECK
1900013	07/10/2018	MN SCHOOL BOARDS ASSN	R	5813.00	ACCOUNTS PAYABLE CHECK
1900014	07/10/2018	SAND CREEK GROUP LTD	R	3000.00	ACCOUNTS PAYABLE CHECK
1900015	07/10/2018	TIES	R	24106.68	ACCOUNTS PAYABLE CHECK
* 1900017	07/11/2018	ACCELERATED TECHNOLOGIES	R	30000.00	ACCOUNTS PAYABLE CHECK
1900018	07/19/2018	TIES	R	13307.10	ACCOUNTS PAYABLE CHECK
1900019	07/19/2018	ACCIDENT FUND GENERAL INSURANCE CO	R	31356.00	ACCOUNTS PAYABLE CHECK
1900020	07/19/2018	APPLE VALLEY ISD LLC	R	40705.50	ACCOUNTS PAYABLE CHECK
1900021	07/19/2018	CANON USA	R	330.40	ACCOUNTS PAYABLE CHECK
1900022	07/19/2018	CENTURYLINK	R	160.93	ACCOUNTS PAYABLE CHECK
1900023	07/19/2018	FRONTIER COMMUNICATIONS	R	1940.45	ACCOUNTS PAYABLE CHECK
1900024	07/19/2018	KENNEDY & GRAVEN CHARTERED	R	300.00	ACCOUNTS PAYABLE CHECK
1900025	07/19/2018	OUTDOOR IMAGES, INC	R	968.00	ACCOUNTS PAYABLE CHECK
1900026	07/19/2018	PLANSOURCE BENEFITS ADMINISTRATION,	R	3012.28	ACCOUNTS PAYABLE CHECK
1900027	07/19/2018	SPED FORMS, INC	R	6752.20	ACCOUNTS PAYABLE CHECK
1900028	07/19/2018	TEACHERS ON CALL	R	1699.26	ACCOUNTS PAYABLE CHECK
1900029	07/19/2018	THE SERVICE AGENCY	R	1500.00	ACCOUNTS PAYABLE CHECK
1900030	07/23/2018	F.H. CANN & ASSOCIATES, INC	R	78.75	ACCOUNTS PAYABLE CHECK
1900031	07/23/2018	NCPERS MINNESOTA	R	32.00	ACCOUNTS PAYABLE CHECK
1900032	07/23/2018	RELATED SERVICES NURSES ESP	R	114.55	ACCOUNTS PAYABLE CHECK
1900033	07/23/2018	U.S. DEPARTMENT OF EDUCATION	R	118.13	ACCOUNTS PAYABLE CHECK
1900034	07/23/2018	WADDELL & REED INC	R	125.00	ACCOUNTS PAYABLE CHECK
1900035	07/23/2018	WADDELL & REED INC	R	379.17	ACCOUNTS PAYABLE CHECK
1900036	07/24/2018	CENTERPOINT ENERGY	R	52.15	ACCOUNTS PAYABLE CHECK
1900037	07/24/2018	CENTURYLINK	R	20.17	ACCOUNTS PAYABLE CHECK
1900038	07/24/2018	MARCO INC	R	1337.51	ACCOUNTS PAYABLE CHECK
1900039	07/24/2018	MASMS	R	100.00	ACCOUNTS PAYABLE CHECK
1900040	07/24/2018	MN ENERGY RESOURCES CORPORATION	R	89.06	ACCOUNTS PAYABLE CHECK
1900041	07/26/2018	DOOR SERVICE CO	R	3374.00	ACCOUNTS PAYABLE CHECK
1900042	07/26/2018	MEDICAREBLUE RX	R	37.40	ACCOUNTS PAYABLE CHECK
1900043	07/26/2018	PITNEY BOWES	R	56.70	ACCOUNTS PAYABLE CHECK
1900044	07/26/2018	WOOD, FRAN	R	700.00	ACCOUNTS PAYABLE CHECK
1900045	08/02/2018	APPLE COMPUTER, INC	V	0.00	VOID: MULTI STUB CHECK
1900046	08/02/2018	APPLE COMPUTER, INC	R	15345.00	ACCOUNTS PAYABLE CHECK
1900047	08/02/2018	APPLE INC.	R	1596.00	ACCOUNTS PAYABLE CHECK
1900048	08/02/2018	CENTURYLINK COMMUNICATONS, LLC	R	34.67	ACCOUNTS PAYABLE CHECK
1900049	08/02/2018	CITY OF APPLE VALLEY	R	120.00	ACCOUNTS PAYABLE CHECK
1900050	08/02/2018	EDUCATORS BENEFIT CONSULTANTS, LLC	R	207.60	ACCOUNTS PAYABLE CHECK
1900051	08/02/2018	FRONTIER COMMUNICATIONS	R	548.68	ACCOUNTS PAYABLE CHECK
1900052	08/02/2018	GOVCONNECTION, INC.	R	1763.96	ACCOUNTS PAYABLE CHECK
1900053	08/02/2018	NETOP TECH, INC.	R	800.00	ACCOUNTS PAYABLE CHECK
1900054	08/02/2018	PLANSOURCE BENEFITS ADMINISTRATION,	R	2990.28	ACCOUNTS PAYABLE CHECK

TIES
 DATE: 08/15/2018
 TIME: 09:50:08

INDEPENDENT SCHOOL DISTRICT
 CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 2
 ACCTPA21
 ACCOUNTING PERIOD: 2/19

SELECTION CRITERIA: chkstat.rundate between '20180701 00:00:00.000' and '20180815 00:00:00.000'

1900055	08/02/2018	REPUBLIC SERVICES	R	772.09	ACCOUNTS PAYABLE CHECK
1900056	08/02/2018	TEACHERS ON CALL	R	3424.09	ACCOUNTS PAYABLE CHECK
1900057	08/02/2018	TIES	R	8639.76	ACCOUNTS PAYABLE CHECK
1900058	08/02/2018	TIES	R	7944.26	ACCOUNTS PAYABLE CHECK
1900059	08/02/2018	TRIG LIFE SERVICES	R	1656.00	ACCOUNTS PAYABLE CHECK
1900060	08/02/2018	WOOD, FRAN	R	700.00	ACCOUNTS PAYABLE CHECK
1900061	08/02/2018	XCEL ENERGY	R	6655.27	ACCOUNTS PAYABLE CHECK
1900062	08/02/2018	REPUBLIC SERVICES	R	104.97	ACCOUNTS PAYABLE CHECK
* 1900064	08/02/2018	F.H. CANN & ASSOCIATES, INC	R	78.75	ACCOUNTS PAYABLE CHECK
1900065	08/02/2018	U.S. DEPARTMENT OF EDUCATION	R	118.13	ACCOUNTS PAYABLE CHECK
1900066	08/02/2018	WADDELL & REED INC	R	125.00	ACCOUNTS PAYABLE CHECK
1900067	08/02/2018	RELATED SERVICES NURSES ESP	R	114.55	ACCOUNTS PAYABLE CHECK
1900068	08/02/2018	WADDELL & REED INC	R	379.17	ACCOUNTS PAYABLE CHECK
* 1900070	08/09/2018	ACE ASPHALT PAVEING CONTRACTORS	R	10956.75	ACCOUNTS PAYABLE CHECK
* 1900070	08/09/2018	ACE ASPHALT PAVEING CONTRACTORS	V	0.00	VOID: LINE UP/DAMAGED CHK
* 1900070	08/10/2018	ACE ASPHALT PAVEING CONTRACTORS	V	-10956.75	VOID MANUAL CHECK
* 1900105	08/09/2018	CENTURYLINK	R	475.00	ACCOUNTS PAYABLE CHECK
1900106	08/09/2018	ECM PUBLISHERS, INC.	R	89.25	ACCOUNTS PAYABLE CHECK
1900107	08/09/2018	ESPESETH, JERI	R	236.00	ACCOUNTS PAYABLE CHECK
1900108	08/09/2018	GOVCONNECTION INC	R	4143.03	ACCOUNTS PAYABLE CHECK
1900109	08/09/2018	HASTINGS COMMUNITY EDUCATION	R	47.00	ACCOUNTS PAYABLE CHECK
1900110	08/09/2018	HASTINGS PUBLIC SCHOOLS	R	75.96	ACCOUNTS PAYABLE CHECK
1900111	08/09/2018	IND SCH DIST 191	R	672.74	ACCOUNTS PAYABLE CHECK
1900112	08/09/2018	ISD 191	R	800.00	ACCOUNTS PAYABLE CHECK
1900113	08/09/2018	MASE	R	1160.00	ACCOUNTS PAYABLE CHECK
1900114	08/09/2018	METRO ECSU-REGION11 ISD#920	R	700.00	ACCOUNTS PAYABLE CHECK
1900115	08/09/2018	MN DEPT OF HEALTH, FOOD, POOLS AND	R	450.00	ACCOUNTS PAYABLE CHECK
1900116	08/09/2018	MOUNT OLIVET CONFERENCE & RETREAT C	R	1851.00	ACCOUNTS PAYABLE CHECK
1900117	08/09/2018	OUTDOOR IMAGES, INC	R	968.00	ACCOUNTS PAYABLE CHECK
1900118	08/09/2018	SOUTH CENTRAL SERVICE COOPERATIVE	R	790.00	ACCOUNTS PAYABLE CHECK
1900119	08/09/2018	TIES	R	8585.72	ACCOUNTS PAYABLE CHECK
1900120	08/09/2018	TIES	R	16763.61	ACCOUNTS PAYABLE CHECK
1900121	08/09/2018	TRIG LIFE SERVICES	R	1656.00	ACCOUNTS PAYABLE CHECK
* 1900123	08/13/2018	NCS PEARSON, INC.	R	10720.75	ACCOUNTS PAYABLE CHECK
* 1900123	08/13/2018	NCS PEARSON, INC.	V	-10720.75	VOID MANUAL CHECK
1900124	08/15/2018	NCPERS MINNESOTA	R	32.00	ACCOUNTS PAYABLE CHECK
1900125	08/15/2018	RELATED SERVICES NURSES ESP	R	114.55	ACCOUNTS PAYABLE CHECK
1900126	08/15/2018	WADDELL & REED INC	R	379.17	ACCOUNTS PAYABLE CHECK
* 9200122	08/09/2018	ACE ASPHALT PAVEING CONTRACTORS	R	10956.75	ACCOUNTS PAYABLE CHECK
*V4000001	08/13/2018	SUPPLYWORKS	R	503.18	ACCOUNTS PAYABLE VOUCHER
*V4000002	08/13/2018	ANCHOR PAPER	R	2240.00	ACCOUNTS PAYABLE VOUCHER
*V4000003	08/13/2018	WELLS FARGO	R	3471.80	ACCOUNTS PAYABLE VOUCHER
*V4000004	08/13/2018	FASTBRIDGE LEARNING	R	2450.00	ACCOUNTS PAYABLE VOUCHER
*V4000005	08/13/2018	INTEGRATED PROTECTION SYSTEMS	R	19313.35	ACCOUNTS PAYABLE VOUCHER
*V4000006	08/13/2018	NCS PEARSON INC	R	10720.75	ACCOUNTS PAYABLE VOUCHER
*V4000007	08/13/2018	PITNEY BOWES	R	54.00	ACCOUNTS PAYABLE VOUCHER
*V4000008	08/13/2018	PROFESSIONAL CRISIS MANAGEMENT ASSO	R	4242.50	ACCOUNTS PAYABLE VOUCHER
*V4000009	08/13/2018	RENAISSANCE LEARNING INC	R	6050.00	ACCOUNTS PAYABLE VOUCHER
*V4000010	08/13/2018	SUPREME SCHOOL SUPPLY	R	218.31	ACCOUNTS PAYABLE VOUCHER
*V4000011	08/13/2018	UNIVERSAL CLEANING SERVICES	R	6460.00	ACCOUNTS PAYABLE VOUCHER
*V6600000	07/27/2018	JOAN SCHAEFER ASMUS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6600001	07/27/2018	RICHARD CARL BERGSTROM	R	18.53	ACCOUNTS PAYABLE VOUCHER
*V6600002	07/27/2018	TARA JO BLACKERT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6600003	07/27/2018	LOREEN M. BOHNERT	R	21.48	ACCOUNTS PAYABLE VOUCHER
*V6600004	07/27/2018	DON JAMES BUDACH	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600005	07/27/2018	ANNE LOUISE BYER	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6600006	07/27/2018	MEGHAN LOUISE DOBSON	R	45.00	ACCOUNTS PAYABLE VOUCHER

TIES
DATE: 08/15/2018
TIME: 09:50:08

INDEPENDENT SCHOOL DISTRICT
CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 3
ACCTPA21
ACCOUNTING PERIOD: 2/19

SELECTION CRITERIA: chkstat.rundate between '20180701 00:00:00.000' and '20180815 00:00:00.000'

*V6600007	07/27/2018	CARMEN MARIE EATON	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6600008	07/27/2018	KATHERINE DIANE ENGEL	R	38.15	ACCOUNTS PAYABLE VOUCHER
*V6600009	07/27/2018	ROBERT ADOLPH ERICKSON	R	15.81	ACCOUNTS PAYABLE VOUCHER
*V6600010	07/27/2018	WENDY CATHERINE FELTON	R	15.26	ACCOUNTS PAYABLE VOUCHER
*V6600011	07/27/2018	PAMELA VICK GARRETSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600012	07/27/2018	THERESA JEAN GULBRANSEN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600013	07/27/2018	LINDSEY BRYANT HARTJES	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600014	07/27/2018	JENNIFER AMY HETLAND	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600015	07/27/2018	CORY LEE LANGENFELD	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600016	07/27/2018	CATHLEEN CAROL MATTICE	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6600017	07/27/2018	ANN LOUISE MAYES	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600018	07/27/2018	AMANDA LYNN PETERS	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6600019	07/27/2018	BROOKE ALLYSON PETERSON	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600020	07/27/2018	WENDI MARLAINA RENKEN	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6600021	07/27/2018	NICOLLE KATHERINE ROUSH	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600022	07/27/2018	MELISSA RAE SCHALLER	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600023	07/27/2018	DAVID LEON STOLL	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600024	07/27/2018	AMY LYNN SWANEY	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600025	07/27/2018	ERIC JOSEPH VAN BROCKLIN	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600026	07/27/2018	MICHELLE LYNN VOLLBRECHT	R	45.00	ACCOUNTS PAYABLE VOUCHER
*V6600027	07/27/2018	SCOTT MICHAEL ZEHNDER	R	20.00	ACCOUNTS PAYABLE VOUCHER
*V6600028	07/26/2018	JAMIE AUTUMN DALBESIO	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600029	07/26/2018	BETSY SUE LARSEN	R	27.26	ACCOUNTS PAYABLE VOUCHER
*V6600030	07/26/2018	JILL E LEWIS	R	11.99	ACCOUNTS PAYABLE VOUCHER
*V6600031	07/26/2018	VANDA JOY PRESSNALL	R	20.71	ACCOUNTS PAYABLE VOUCHER
*V6600032	07/26/2018	RUSSELL GEORGE ROHLOFF	R	15.26	ACCOUNTS PAYABLE VOUCHER
*V6600033	07/26/2018	MELISSA ANN SAUSER	R	9.27	ACCOUNTS PAYABLE VOUCHER
*V6600034	07/26/2018	BYRON LEITH SCHWAB	R	16.90	ACCOUNTS PAYABLE VOUCHER
*V6600035	07/26/2018	MARK A. ZUZEK	R	90.00	ACCOUNTS PAYABLE VOUCHER
*V6600036	08/08/2018	CORY LEE LANGENFELD	R	101.37	ACCOUNTS PAYABLE VOUCHER
*V6600037	08/09/2018	LOREEN M. BOHNERT	R	21.26	ACCOUNTS PAYABLE VOUCHER
*V6600038	08/09/2018	JAMES EDWARD COCHRAN	R	23.00	ACCOUNTS PAYABLE VOUCHER
*V6600039	08/09/2018	JENNIFER AMY HETLAND	R	133.53	ACCOUNTS PAYABLE VOUCHER
*V6600040	08/09/2018	JULIE CHRISTINE ILLA	R	10.90	ACCOUNTS PAYABLE VOUCHER
*V6600041	08/09/2018	BETSY SUE LARSEN	R	89.38	ACCOUNTS PAYABLE VOUCHER
*V6600042	08/09/2018	BROOKE ALLYSON PETERSON	R	92.65	ACCOUNTS PAYABLE VOUCHER
*V6600043	08/13/2018	GINA MARIE ASHLEY	R	46.87	ACCOUNTS PAYABLE VOUCHER
*V6600044	08/13/2018	RUTH A. SNIDER	R	5.45	ACCOUNTS PAYABLE VOUCHER
*V7700000	07/24/2018	CORPORATE HEALTH SYSTEMS	R	3728.15	ACCOUNTS PAYABLE VOUCHER
*V7700001	07/24/2018	FIDELITY INVSTMT TAX-EX SVC CO	R	4541.66	ACCOUNTS PAYABLE VOUCHER
*V7700002	07/24/2018	MN STATE RETIREMENT SYSTEM	R	10000.00	ACCOUNTS PAYABLE VOUCHER
*V7700003	07/31/2018	AMERIPRISE FINANCIAL ADVISORS	R	2381.25	ACCOUNTS PAYABLE VOUCHER
*V7700004	07/31/2018	CORPORATE HEALTH SYSTEMS	R	1138.42	ACCOUNTS PAYABLE VOUCHER
*V7700005	07/31/2018	AXA EQUITABLE LIFE INS CO	R	1255.51	ACCOUNTS PAYABLE VOUCHER
*V7700006	07/31/2018	FIDELITY INVSTMT TAX-EX SVC CO	R	4441.66	ACCOUNTS PAYABLE VOUCHER
*V7700007	07/31/2018	HEALTH EQUITY, INC.	R	13624.71	ACCOUNTS PAYABLE VOUCHER
*V7700008	07/31/2018	HORACE MANN LIFE INS	R	608.33	ACCOUNTS PAYABLE VOUCHER
*V7700009	07/31/2018	INTERNAL REVENUE SERVICE	R	125794.01	ACCOUNTS PAYABLE VOUCHER
*V7700010	07/31/2018	EDUCATION MN ESTI BILLING TRUST	R	2217.04	ACCOUNTS PAYABLE VOUCHER
*V7700011	07/31/2018	MN DEPT OF REVENUE	R	20931.64	ACCOUNTS PAYABLE VOUCHER
*V7700012	07/31/2018	EXECUTIVE DIRECTOR	R	22663.87	ACCOUNTS PAYABLE VOUCHER
*V7700013	07/31/2018	STATE TREASURER, TRA	R	66116.71	ACCOUNTS PAYABLE VOUCHER
*V7700014	07/31/2018	VARIABLE ANNUITY LIFE INS CO	R	1062.91	ACCOUNTS PAYABLE VOUCHER
*V7700015	07/31/2018	MN CHILD SUPPORT PAYMENT CENTER	R	594.60	ACCOUNTS PAYABLE VOUCHER
*V7700016	07/31/2018	MEDICA	R	30345.35	ACCOUNTS PAYABLE VOUCHER
*V7700017	07/31/2018	MN DEPT OF REVENUE(C)	R	363.43	ACCOUNTS PAYABLE VOUCHER
*V7700018	07/31/2018	MN STATE RETIREMENT SYSTEM	R	311.25	ACCOUNTS PAYABLE VOUCHER

TIES
 DATE: 08/15/2018
 TIME: 09:50:08

INDEPENDENT SCHOOL DISTRICT
 CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 4
 ACCTPA21
 ACCOUNTING PERIOD: 2/19

SELECTION CRITERIA: chkstat.rundate between '20180701 00:00:00.000' and '20180815 00:00:00.000'

*v7700019	07/31/2018	PAYROLL ACCT #3805704197	R	363538.24	ACCOUNTS PAYABLE VOUCHER
*v7700020	08/15/2018	CORPORATE HEALTH SYSTEMS	R	2210.55	ACCOUNTS PAYABLE VOUCHER
*v7700021	08/15/2018	DELTA DENTAL OF MINNESOTA	R	41402.05	ACCOUNTS PAYABLE VOUCHER
*v7700022	08/15/2018	MEDICA	R	214824.30	ACCOUNTS PAYABLE VOUCHER
TOTAL FUND				1437310.16	

DISTRIBUTION FUND: 50

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION
1900063	08/02/2018	ISD 917	R	850.00	ACCOUNTS PAYABLE CHECK
* 1900063	08/08/2018	ISD 917	V	-850.00	VOID MANUAL CHECK
* 1900069	08/08/2018	INT SCH DIST 917-PETTY CASH	V	-850.00	VOID MANUAL CHECK
* 1900069	08/06/2018	INT SCH DIST 917-PETTY CASH	R	850.00	ACCOUNTS PAYABLE CHECK
* 5000001	08/08/2018	INT SCH DIST 917-PETTY CASH	R	850.00	ACCOUNTS PAYABLE CHECK
* 5000001	08/08/2018	INT SCH DIST 917-PETTY CASH	V	-850.00	VOID MANUAL CHECK
5000002	08/08/2018	ISD 917	R	850.00	ACCOUNTS PAYABLE CHECK
TOTAL FUND				850.00	
TOTAL REPORT				1438160.16	

Intermediate School Dist 917
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK
 DATE RANGE: 07/01/18 - 08/15/18

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
324099	S	\$105.56	07/11/18	16141	0	ADVANCED AUTO PARTS	OUTSTANDING
324100	S	\$1200.00	07/11/18	24803	0	BREANNA BAKER	OUTSTANDING
324101	S	\$333.00	07/11/18	22724	0	BUG BUSTERS, INC	OUTSTANDING
324102	S	\$145.15	07/11/18	16244	3	CUB FOODS	OUTSTANDING
324103	S	\$84.99	07/11/18	16244	7	CUB FOODS	OUTSTANDING
324104	S	\$248.54	07/11/18	20406	1	CUB FOODS	OUTSTANDING
324105	S	\$208.15	07/11/18	16574	0	DAKOTA COUNTY SOCIAL SERVICES	OUTSTANDING
324106	S	\$285.60	07/11/18	00096	1	ECM PUBLISHERS/DAKOTA COUNTY TRIBUNE	OUTSTANDING
324107	S	\$220.80	07/11/18	22166	0	FORUM COMMUNICATIONS COMPANY	OUTSTANDING
324108	S	\$3012.50	07/11/18	24725	0	JESSICA DODGE	OUTSTANDING
324109	S	\$440.00	07/11/18	08517	0	LILLIE SUBURBAN NEWSPAPER, INC	OUTSTANDING
324110	S	\$5471.37	07/11/18	22778	1	LOFFLER COMPANIES	OUTSTANDING
324111	S	\$270.99	07/11/18	00257	2	PITNEY BOWES	OUTSTANDING
324112	S	\$3012.28	07/11/18	24834	0	PLANSOURCE BENEFITS ADMINISTRATION, INC.	OUTSTANDING
324113	S	\$658.04	07/11/18	00623	0	REPUBLIC SERVICES	OUTSTANDING
324114	S	\$178.99	07/11/18	22779	0	SONOVA USA INC.	OUTSTANDING
324115	S	\$212.06	07/11/18	00643	0	TIES	OUTSTANDING
324116	S	\$256.00	07/19/18	24568	0	SPECIAL DELIVERY MN, LLC	OUTSTANDING
324117	S	\$2952.00	07/19/18	21498	0	ACT	OUTSTANDING
324118	S	\$2348.95	07/19/18	23678	0	AMAZON CCM, LLC	OUTSTANDING
324119	S	\$107.50	07/19/18	24083	0	BOOTH LAW GROUP	OUTSTANDING
324120	S	\$1806.88	07/19/18	15448	2	INVER HILLS COMMUNITY COLLEGE	OUTSTANDING
324121	S	\$635.68	07/19/18	24637	0	K LYNN PRODUCTIONS	OUTSTANDING
324122	S	\$33.62	07/19/18	22778	1	LOFFLER COMPANIES	OUTSTANDING
324123	S	\$204.69	07/19/18	23917	2	MARCO, INC.	OUTSTANDING
324124	S	\$144.00	07/19/18	23761	0	MIDWEST SPECIAL INSTRUMENTS, CORP	OUTSTANDING
324125	S	\$1067.70	07/19/18	22885	1	MN UNEMPLOYMENT INSURANCE	OUTSTANDING
324126	S	\$178.99	07/19/18	22779	0	SONOVA USA INC.	OUTSTANDING
324127	S	\$1500.00	07/19/18	28814	0	SPRINGSTED, INC.	OUTSTANDING
324128	S	\$513.50	07/19/18	23662	0	WESTONE	OUTSTANDING
324129	S	\$72.60	07/26/18	16244	0	CUB FOODS	OUTSTANDING
324130	S	\$3500.00	07/26/18	24836	0	LAB MIDWEST LLC	OUTSTANDING
324131	S	\$1250.43	07/26/18	20868	0	OFFICE OF MN IT SERVICES	OUTSTANDING
324132	S	\$166057.08	07/30/18	21866	0	DAKOTA COUNTY TECH COLLEGE	OUTSTANDING
324133	S	\$300.00	08/01/18	24692	0	HUSSEIN RAJPUT, PHD, LP	OUTSTANDING
711577	E	\$28.89	07/12/18	99999	8686	BERG, LINDA JO	OUTSTANDING
711578	E	\$73.03	07/12/18	99999	8873	BUDACH, DON JAMES	OUTSTANDING
711579	E	\$79.57	07/12/18	99999	11116	FELTON, WENDY	OUTSTANDING
711580	E	\$70.85	07/12/18	99999	9468	LANGENFELD, CORY LEE	OUTSTANDING
711581	E	\$22.98	07/12/18	99999	8287	LEWIS, JILL E	OUTSTANDING
711582	E	\$36.52	07/12/18	99999	11169	PETERSON, BROOKE ALLYSON	OUTSTANDING
711583	E	\$41.42	07/12/18	99999	9177	PRESSNALL, VANDA JOY	OUTSTANDING
711584	E	\$15.26	07/12/18	99999	11200	ROHLOFF, RUSSELL	OUTSTANDING
711585	E	\$96.03	07/12/18	99999	9915	SCHALLER, MELISSA	OUTSTANDING
711586	E	\$32.70	07/12/18	99999	11067	SHANLEY, MICHELLE	OUTSTANDING
711587	E	\$201.47	07/12/18	99999	4363	WALTER, KATRINA L	OUTSTANDING
711588	E	\$43.60	07/24/18	99999	10962	CLARK, EMILY	OUTSTANDING
711589	E	\$232.17	07/24/18	99999	8842	JOHNSON, ROXANN RHYN	OUTSTANDING
711590	E	\$57.77	07/24/18	99999	11315	KALINA, BREANNE LEIGH	OUTSTANDING
50001019	W	\$121.86	07/17/18	40142	0	ANDERSON'S	OUTSTANDING
50001020	W	\$498.97	07/17/18	29120	2	CITY OF APPLE VALLEY	OUTSTANDING
50001021	W	\$146.46	07/17/18	29120	2	CITY OF APPLE VALLEY	OUTSTANDING

Intermediate School Dist 917
 CHECK REGISTER FOR BANK 01 - WELLS FARGO BANK
 DATE RANGE: 07/01/18 - 08/15/18

CHECK #	TYPE	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	CHECK STATUS
50001022	W	\$163.60	07/17/18	01433	0	GRAINGER W W INC.	OUTSTANDING
50001023	W	\$136.83	07/17/18	23568	0	MEDI-CAR	OUTSTANDING
50001024	W	\$278.97	07/17/18	23568	0	MEDI-CAR	OUTSTANDING
50001025	W	\$96.84	07/17/18	23568	0	MEDI-CAR	OUTSTANDING
50001026	W	\$2344.15	07/17/18	23568	0	MEDI-CAR	OUTSTANDING
50001027	W	\$256.96	07/17/18	23568	0	MEDI-CAR	OUTSTANDING
50001028	W	\$309.93	07/17/18	23568	0	MEDI-CAR	OUTSTANDING
50001029	W	\$87.00	07/17/18	23761	0	MIDWEST SPECIAL INSTRUMENTS, CORP	OUTSTANDING
50001030	W	\$165.00	07/17/18	23761	0	MIDWEST SPECIAL INSTRUMENTS, CORP	OUTSTANDING
50001031	W	\$537.00	07/17/18	23761	0	MIDWEST SPECIAL INSTRUMENTS, CORP	OUTSTANDING
50001032	W	\$99.41	07/17/18	22195	9	PEARSON	OUTSTANDING
50001033	W	\$309.09	07/17/18	22826	0	SCHOOL NURSE SUPPLY	OUTSTANDING
50001034	W	\$282.15	07/17/18	22826	0	SCHOOL NURSE SUPPLY	OUTSTANDING
50001035	W	\$405.50	07/17/18	15713	0	SOUTHPAW ENTERPRISES	OUTSTANDING
50001036	W	\$115.90	07/17/18	21191	0	SUPER DUPER SCHOOL CO	OUTSTANDING
50001037	W	\$43.62	07/17/18	22907	0	SUPPLYWORKS	OUTSTANDING
50001038	W	\$48.96	07/17/18	22907	0	SUPPLYWORKS	OUTSTANDING
50001039	W	\$48.96CR	07/17/18	22907	0	SUPPLYWORKS	OUTSTANDING
50001040	W	\$75.84	07/17/18	22907	0	SUPPLYWORKS	OUTSTANDING
50001041	W	\$527.88	07/17/18	22907	0	SUPPLYWORKS	OUTSTANDING
50001042	W	\$1055.84	07/17/18	22907	0	SUPPLYWORKS	OUTSTANDING
50001043	W	\$2000.00	07/17/18	24556	0	UNIVERSAL CLEANING SERVICES	OUTSTANDING
50001044	W	\$154.12	07/17/18	18330	3	VIRCO INC.	OUTSTANDING
50001045	W	\$442.49	07/17/18	29120	2	CITY OF APPLE VALLEY	OUTSTANDING
50001046	W	\$2375.59	07/17/18	19389	0	WELLS FARGO	OUTSTANDING
50001047	W	\$217.63	08/01/18	29120	2	CITY OF APPLE VALLEY	OUTSTANDING
50001048	W	\$101.10	08/01/18	29120	2	CITY OF APPLE VALLEY	OUTSTANDING
92003317	W	\$999.02	07/24/18	40037	0	INTERNAL REVENUE SERVICE	OUTSTANDING

TOTAL # OF ISSUED CHECKS: 80 TOTAL AMOUNT 215401.65
 TOTAL # OF VOIDED CHECKS: 0 TOTAL AMOUNT 0.00
 TOTAL # OF UNISSUED CHECKS: 0

Date: August 13, 2018

To: Accounts Payable/Banking

From: Audrey Weiler
Payroll Clerk

Invoice nbr:	18225146984A
Date:	8/13/2018
Payment Date	8/15/2018

Subject Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$ 57,891.07

Payable to:
Medica

Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$57,891.07
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$57,891.07 ^{proof} \$0.00

Authorized Signature:  Date 8-13-18

copy for AP
copy for Board

Date: August 6, 2018

To: FOR EFT INPUT


From: Audrey Weiler
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Claim Reimbursement

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$2,210.55
Corporate Health Systems Inc Vendor # 22698

Charge to:		Amount
10-215-39	Medical	\$30.00
10-215-40	D.Care	\$2,180.55
10-215-42	L.Scope	\$0.00
10-005-111-000-305-000	Card Replacement	\$0.00 proof
Total		\$2,210.55
		\$0.00

cc: Payroll Insurance Payment File
Date Bank Account to be debited see below

Authorized Signature  Date 8-6-18

7/31/2018 \$ 30.00
8/7/2018 \$ 2,180.55

Total \$ 2,210.55

Total \$ -

copy to Linda B, one for payroll and original to Vickie B

Date: August 6, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18218146984A
Date:	8/6/2018
Payment Date	8/8/2018

Subjec Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$ \$67,200.88

Payable to:
Medica

Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$67,200.88
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$67,200.88 ^{proof} \$0.00

Authorized Signature



Date


8-12-18

copy for AP
copy for Board

Date: August 2, 2018
To: FOR EFT INPUT
From: Audrey Weiler
Payroll Clerk
Subject: Group Insurance Premium for July 2018
(Employer's Costs and Employees' Withholdings)

Payable to:		\$41,402.05	
Delta Dental	Vendor # 30132		
Charge to:		Amount	
21-005-110-000-235-250		\$41,402.05	
Total		\$41,402.05	proof \$0.00

cc: Payroll Insurance Payment File
Date Bank Account to be debited 8/10/2018

Authorized Signature  Date 3-2-18

Invoice 7363659 dated 08/01/2018

	LB COPY
	VB COPY

Date: July 31, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18211146984A
Date:	7/30/2018
Payment Date	8/1/2018

Subject Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$

\$34,862.59

Payable to:
Medica

Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$34,862.59
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$34,862.59 proof \$0.00

Authorized Signature



Date

7/31/18

copy for AP
copy for Board

Date: July 24, 2018

To: FOR EFT INPUT

From: Audrey Weiler
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Claim Reimbursement

Transferred From Wells Fargo Bank Account Number xxxxxx2167
Corporate Health Systems Inc Vendor # 22698

\$1,138.42

Charge to:		Amount	
10-215-39	Medical	\$246.88	
10-215-40	D.Care	\$891.54	
10-215-42	L.Scope	\$0.00	
10-005-111-000-305-000	Card Replacement	\$0.00	proof
Total		\$1,138.42	\$0.00

cc: Payroll Insurance Payment File
Date Bank Account to be debited see below

Authorized Signature  Date 7/24/18

7/20/2018 \$ 891.54
7/22/2018 \$ 246.88

Total \$ 1,138.42

Total \$

copy to Linda B, one for payroll and original to Vickie B

6/30/18 - old system

Date: July 18, 2018
To: Accounts Payable
From: Audrey Weiler
Payroll Specialist

Invoice nbr: 10/2018 YEAR END
Date: 7/19/2018
Acct # 1001585960000

Subject: 2017 HEALTH INS PCORI FEE

ACH in the amount of \$ 999.02

Payable to:
INTERNAL REVENUE SERVICE

Vendor # 40037

Charge to:	Amount	
22-005-110-000-309-000	\$999.02	
Total	\$999.02	proof \$0.00

Authorized Signature A. Weiler Date 7/19/18

HEALTH INS SELF FUNDED COSTS

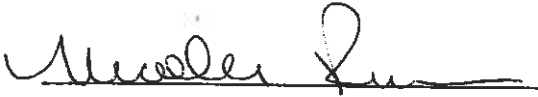
AUTH # 270860013622148
DATE BANK CHARGED 7/19/2018

**Intermediate School District 917
1300 E 145th St
Rosemount, MN 55068**

Re: Sales Tax Wire Transfer

Date: 7.18.18

This memo serves as authorization for the wire transfer of funds for payment of sales tax in the amount of \$ 553.00, from Wells Fargo Bank Account No. 3805702167.



Nicolle Roush, Business Manager

Date: July 11, 2018

To: FOR EFT INPUT


From: Audrey Weiler
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Claim Reimbursement

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$314.00
Corporate Health Systems Inc Vendor # 22698

Charge to:		Amount
10-215-39	Medical	\$314.00
10-215-40	D.Care	\$0.00
10-215-42	L.Scope	\$0.00
10-005-111-000-305-000	Card Replacement	\$0.00 proof
Total		\$314.00 \$0.00

cc: Payroll Insurance Payment File
Date Bank Account to be debited see below

Authorized Signature  Date 7/17/18

7/12/2018 \$ 300.00
7/15/2018 \$ 14.00

Total \$ 314.00

Total \$ -

copy to Linda B, one for payroll and original to Vickie B

Date: July 17, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18197146984A
Date:	7/16/2018
Payment Date	7/18/2018

Subjec Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$ \$99,534.68

Payable to:
Medica

Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$99,534.68
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total

\$99,534.68 ^{proof} \$0.00

Authorized Signature  Date 7-17-18

copy for AP
copy for Board

MEDICA SELF INSURED
401 Carlson Parkway
Minnetonka, MN 55305

MEDICA

ISD 917

1300 145TH STREET EAST

ROSEMOUNT, MN 55068

Invoice Date: 07/09/2018

Due Date: 07/11/2018

	Amount
Subrogation Fees Q1 2018	\$35.23
Total Due	\$35.23

Please Contact your Medica Representative if you have any questions.

THANK YOU FOR YOUR BUSINESS!

Payment Remittance

Note: Payment for above fees to be included with payment of weekly claims invoice.

000 22-005-110-000-301-000 *medica Admin*

Wla 7-12-18

Date: July 11, 2018

To: Accounts Payable/Banking

From: Audrey Weiler
Payroll Clerk

Invoice nbr:	18190146984A
Date:	7/9/2018
Payment Date	7/11/2018

Subjec Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$ \$41,174.69

Payable to:
Medica


Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$41,174.69
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total	\$41,174.69	proof	\$0.00
-------	-------------	-------	--------

Authorized Signature  Date 7-11-18

copy for AP
copy for Board

Date: July 11, 2018

To: FOR EFT INPUT


From: Audrey Weiler
Payroll Clerk

Subject: Flex Plan ACH Transfer for Flex Claim Reimbursement

Transferred From Wells Fargo Bank Account Number xxxxxx2167 \$3,414.15
Corporate Health Systems Inc Vendor # 22698

Charge to:		Amount
10-215-39	Medical	\$89.38
10-215-40	D.Care	\$3,324.77
10-215-42	L.Scope	\$0.00
10-005-111-000-305-000	Card Replacement	\$0.00 proof
Total		\$3,414.15
		\$0.00

cc: Payroll Insurance Payment File
Date Bank Account to be debited see below

Authorized Signature  Date 7-11-18

7/6/2018	\$	3,324.77
7/3/2018	\$	30.00
7/7/2018	\$	59.38

Total \$ 3,414.15

Total \$

copy to Linda B, one for payroll and original to Vickie B

2017-2018

6/30/18

~~2018-2019~~

GL LIABILITIES

Date: July 2, 2018

To: FOR EFT INPUT

From: Audrey Weiler
Payroll Clerk

Subject: Group Insurance Premium for June 2018
(Employer's Costs and Employees' Withholdings)

Payable to: \$29,531.57
Delta Dental Vendor # 30132

Charge to:	Amount
21-005-110-000-235-250	\$29,531.57

Total	\$29,531.57	proof	\$0.00
-------	-------------	-------	--------

cc: Payroll Insurance Payment File
Date Bank Account to be debited 7/10/2018

Authorized Signature *Audrey Weiler* Date 7-6-18

Invoice 7333512 dated 07/01/2018

	LB COPY
	VB COPY

2017-2018

4/30/18 Cl date.
Run old TIES

Date: July 3, 2018
To: Accounts Payable

From: Audrey Weiler
Payroll Clerk

Bill Number 1302520
Paydate 7/1/2018

Subject: Group Insurance Premium for July 2018
(Employer's Costs and Employees' Withholdings)

Wire Funds to Kansas City Life Insurance Co \$8,449.17

Payable to:
Kansas City Life Ins Co Vendor # 24031

Charge to:	Amount	
01-215-32	\$407.57	
02-215-32	\$4,731.08	
10-215-32	\$272.64	
01-215-33	\$288.30	
02-215-33	\$2,601.04	
10-215-33	\$148.54	
Total	\$8,449.17	proof \$0.00

cc: Payroll Insurance Payment File

Authorized Signature  Date 7-6-18

2018 2019

New System

Date: July 3, 2018
To: Accounts Payable
From: Audrey Weiler
Payroll Clerk

Invoice nbr: 45425777
Date: 6/25/2018
Payment Date: 7/1/2018

Subject: Group Monthly Invoice July
(Employer's Costs and Employees' Withholdings)

ACH Funds Transfer was made in the amount of \$

\$54,521.32

Payable to:
Medica

Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$0.00
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$4,973.42
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$900.72
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$44,780.20
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$808.98
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$3,058.00
10-005-120-000-099-000	WELLNESS CREDIT		

Total

\$54,521.32 proof \$0.00

Authorized Signature [Signature] Date 7-6-18

2018-2019

New System

Date: July 2, 2018

To: Accounts Payable/Banking

From: Audrey Weiler

Payroll Clerk

Invoice nbr:	18183146984A
Date:	7/2/2018
Payment Date	7/4/2018

Subjec Group Weekly Claims Invoice
(Employer's Costs and Employees' Withholdings)

ACH Transfer was made in the amount of \$ \$18,774.54

Payable to:
Medica

Vendor # 21088

Charge to:

Amount

22-005-110-000-300-000	WEEKLY INVOICE	HLTH/RX CLAIMS	\$18,774.54
22-005-110-000-301-000	PASSPORT	MEDICA ADMIN	\$0.00
22-005-110-000-305-000	STOP LOSS ADMIN	AGG PREM	\$0.00
22-005-110-000-302-000	STOP LOSS	STOP LOSS	\$0.00
22-005-110-000-301-000	MHSA	MEDICA ADMIN	\$0.00
22-005-110-000-310-000	ISD917 MISC	CHS BENEFIT FEE CODE	\$0.00

Total	\$18,774.54	proof	\$0.00
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Authorized Signature *[Signature]* Date 7-6-18

copy for AP
copy for Board

**INTERMEDIATE SCHOOL DISTRICT 917
SCHOOL BOARD REPORT OF
CONSOLIDATED INVESTMENTS (GENERAL & BUILDING)**

June 2018

ACCOUNT NAME	ACCT NO	BEGINNING BALANCE	PURCHASES CREDITS	SALES TRANSFERS	INVESTMENT FEES	INTEREST EARNED	ENDING BALANCE	YEAR TO DATE INTEREST EARNED
MSDLAF + MAX	01	5,824,956.10	1,000,000.00	0.00	0.00	9,395.72	6,834,351.82	66,820.80
MSDLAF	01	257,456.14	0.00	257,000.00	0.00	345.46	801.60	4,060.85
MSDLAF TERM (CD's, Term, Comm) maturity	01	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		<u>6,082,412.24</u>	<u>1,000,000.00</u>	<u>257,000.00</u>	<u>0.00</u>	<u>9,741.18</u>	<u>6,835,153.42</u>	<u>70,881.65</u>

EXPLANATION: The above are School District Investments complying with the requirements of Minnesota Statutes 118.01, 471.56 and 475.66.

1. MSDMAX is MSDLAF'S "Max Portfolio" and includes pooled investments plus banker's acceptances, commercial paper, repurchase agreements and US Government obligations.
2. MSDLAF is MSDLAF'S primary clearing "Money Market" fund. All fixed rate investments (FRI) clear through this account as do maturities, interest, and fees.

NOTE: **June 2018** Average MSDLAF Liquid Rate was 1.82 % and the MSDLAF+MAX Average Rate was 1.82%. MSDLAF Term Average Rate is .00%.

2018-2019

INTERMEDIATE SCHOOL DISTRICT 917 SCHOOL BOARD COMMITTEE ASSIGNMENTS

<u>COMMITTEE</u>	<u>BOARD MEMBER</u>
BUDGET & FINANCE	Erickson Rohloff
BUILDINGS & GROUNDS	Rohloff Felton
INSTRUCTIONAL PROGRAMS	*Pressnall Sauser Schwab Currier
INSURANCE	Erickson Bergstrom
PERSONNEL	*Lewis Pressnall Rohloff
POLICY	Sauser Felton Rohloff
ECSU Representative	Schwab
MSBA Representative	Sauser
Relicensure	Currier
Sourcewell Representative	Rohloff/Bergstrom as alternate
AMSD	Erickson/Currier as alternate

***Committee Chair shall:** ...Recommend and approve Committee Agendas

...Conduct Committee Meetings

...Report Committee Recommendations to the full Board

...Act as the Board's "resident expert" on their assigned areas

MEMORANDUM

TO: School Board Members, ISD 917
FROM: Mark A. Zuzek, Superintendent
DATE: 08.01.2018
REGARDING: Program Assistant Contract summary, 2018

I am writing this to summarize the contract for the Special Education Program Assistants.

There are two issues that will remain “in progress.” The issues are related to the decision by the Supreme Court in the Janus v. AFSCME. As it may take a number of weeks to understand the impact of the decision on public employees in the State of Minnesota, we did not want this to delay the agreement beyond a date that would allow the processing of the financial implications to be managed prior to the beginning of the 2018-19 school year. A memorandum of understanding was agreed to regarding the following two issues: (1) “Right to Work” - this fair share issue relates to the practice of having non-union members pay a fee in accordance with Article IV, Section 6, Right to Dues Check-off, and, (2) “PELRA” - this issue relates to the references to PELRA that are in the current contract. PELRA is the Public Employer Labor Relations Association which is governed by Minnesota Statutes Chapter 179A. After the Statute is changed and direction is provided by the state and interpreted by the appropriate advisory groups, both parties have agreed to return to the interest-based bargaining process. The ability to reopen negotiations is provided in Article XVIII, Section 1, Term and Reopening Negotiations.

The following points outline the substantive changes in the contract:

- Total package increase for the two-year contract is 7.997%.
- Salary increase 2018-19 is 1.35%, 2019-20 is 1.3%.
- Remove step 11, add step 24, the steps are now numbered 1 to 13
- Health care insurance contribution by employer is increased by \$45 for single and \$50 for family per month.
- Compensation for serving in the absence of the teacher increased from \$2.00 to \$3.00.
- Use of one sick leave day for an unavoidable personal emergency situation if the employee does not have any available personal leave days accrued.
- Language for “years of employment” is changed throughout the contract to recognize the benefits to serve the intention to reward continuous employment.
- The dates that union dues are specified to be taken out of payroll are aligned with other employee groups on payroll dates September 15 through June 15.
- The number of hours credited for union business increases from 35 hours to 50 hours annually.
- The time in the morning that the first break can be scheduled is increased from 30 minutes to 90 minutes after the start of the student day.

- Language regarding the requirement to furnish medical certification for an absence is clarified to “after three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness....”
- Language regarding daily job site transfer requests is changed to include “If an assignment is expected to go beyond a day, the employee will be informed of the estimated number of days of the assignment, if known.”
- Seniority language is changed (XV, Section 4, subd. 2, and in XV, Section 3, subd. 2) to inspire lengthy employment and to select the best employee for a position.
- Language is clarified where there were two references to the training days during the duty year. The language stipulates one day prior to school starting and one day during the school year. The language also stipulates that, “both Union and School District designees will have input into the content of the training for the day scheduled into the school year.”

I recommend approval of the Paraprofessional Contract for 2018-2020.

MZ

AGREEMENT

between

INTERMEDIATE SCHOOL DISTRICT NO. 917

and

DISTRICT 917
SPECIAL EDUCATION PROGRAM ASSISTANTS FEDERATION
LOCAL #4242 - AFT, NEA, EDUCATION MINNESOTA, AFL-CIO

Effective July 1, 2018, through June 30, 2020

Board Approved _____

Table of Contents

ARTICLE I.....	3
PURPOSE	3
ARTICLE II.....	3
RECOGNITION OF EXCLUSIVE REPRESENTATIVE	3
ARTICLE III.....	4
DEFINITIONS	4
ARTICLE IV.....	5
EMPLOYEE RIGHTS	5
ARTICLE V.....	6
SCHOOL DISTRICT RESPONSIBILITIES	6
ARTICLE VI.....	7
HOURS OF SERVICE - LENGTH OF SCHOOL YEAR	7
ARTICLE VII.....	9
BASIC SALARIES	9
ARTICLE VIII.....	11
GROUP INSURANCE	11
ARTICLE IX.....	15
LEAVES OF ABSENCE	15
ARTICLE X.....	20
PROBATIONARY PERIOD	Error! Bookmark not defined.
ARTICLE XI.....	20
EMPLOYEE SUPERVISION	Error! Bookmark not defined.
ARTICLE XII.....	22
SENIORITY (Program Assistant and Classroom Assistant)	22
ARTICLE XIII.....	24
OTHER BENEFITS	24
ARTICLE XIV.....	24
GRIEVANCE PROCEDURE	24
ARTICLE XV.....	26
TRANSFERS, VACANCIES AND JOB POSTING	26
ARTICLE XVI.....	28
SEVERANCE/EARLY RETIREMENT	28
ARTICLE XVII.....	29
403(b) MATCHING CONTRIBUTION PLAN	29
ARTICLE XVIII.....	30
DURATION	30
2016-2017 SALARY SCHEDULE.....	32
2017-2018 SALARY SCHEDULE.....	33
GRIEVANCE REPORT FORM.....	36

**ARTICLE I
PURPOSE**

Section 1. Parties: This Agreement is entered into between the School Board of Intermediate School District No. 917, Rosemount, Minnesota, (hereinafter referred to as the School Board or School District) and the District No. 917 Special Education Program Assistants' Federation, Local 4242 - AFT, NEA, Education Minnesota, AFL-CIO, (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the PELRA) to provide the terms and conditions of employment for employees represented by the District 917 Special Education Program Assistants' Federation (hereinafter referred to as employees) during the duration of this Agreement.

**ARTICLE II
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 1. Recognition: In accordance with the PELRA, the School District recognizes the District #917 Special Education Program Assistants' Federation Local #4242 - AFT, NEA, Education Minnesota, AFL-CIO as the exclusive representative of special education assistants employed by the School District, which exclusive representative shall have those rights and duties as prescribed by the PELRA and as described in the provisions of this Agreement.

Section 2. Appropriate Unit: The union shall represent all the special education assistants of the district as defined in this Agreement and in the PELRA.

Section 3. Exclusive Representative Leave Time:

Subd. 1. When negotiating sessions are scheduled between the exclusive representative and the school district or with a state mediator, or arbitrator, during school hours, two (2) members of the union's negotiation team will be released from their regular responsibilities for this purpose without any loss of pay. An additional two (2) union negotiation team members will be released from duty without loss of pay with reimbursement to the district by Local #4242 for the total amount of the cost of substitutes (including FICA) for the additional team members. Union negotiation team members beyond four (4) may be approved by the Superintendent to be released from duty without loss of pay with reimbursement to the district by local #4242 for the total cost of substitutes (including FICA) for the additional union team members.

Subd. 2. When an employee **involved in an investigation** is being warned, reprimanded or disciplined for any infraction of rules or failure to make adequate progress on a performance improvement plan, leave for the union representation will be on an as needed basis at the expense of the school district for one member as union representative. No representation shall be allowed for normal counseling or performance evaluation situations.

Subd. 3. At the beginning of each school year, Local #4242 shall be credited with- ~~35~~ **50** hours to be used at the discretion of the Local for the purpose of conducting its duties as exclusive representative. Local #4242 has the option of purchasing additional hours at the regular hourly rate (including FICA) for a substitute employee. In all cases, Local #4242 shall have the responsibility to arrange for a substitute employee following district procedures for reporting an absence and the need for a substitute employee. It is agreed that if, for whatever reason, a substitute is not available on the day for which exclusive

bargaining leave is requested, Local #4242 will reimburse the district for all costs related to the absence.

Subd. 4. The School District shall, upon written request by the union, afford reasonable time off without pay to elected officers or appointed representatives of the union for the purposes of conducting the duties of the union. The three (3) days' notice may be waived by the Superintendent.

Subd. 5. In all cases, exclusive bargaining leave described in Subd. 3 must be approved by the superintendent at least three (3) days in advance of the proposed day of absence. The superintendent's decision will be based upon the availability of a substitute and the needs of the district.

ARTICLE III DEFINITIONS

Section 1. Special Education Assistants: Special education assistants shall mean all employees employed by the School District and assigned responsibilities of special education assistant, but excluding the following: superintendent, business manager, directors, and coordinators, who devote more than fifty percent (50%) of their time to administrative or supervisory duties, confidential employees, supervisory employees, nurses, essential employees, part-time employees whose services do not exceed the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, and emergency employees.

Section 2. Assistant Assignment Descriptions:

Subd. 1. Program Assistant: Under the direction of licensed staff, a program assistant supports the daily functions of the assigned program and work site. The assignment may be a classroom or classrooms or other program support function.

Subd. 2. Student Assistant: (One to one) Under the direction of licensed staff, an SA supports the needs of a specific student as assigned throughout the work day.

Subd. 3. Classroom Assistant: A CA is assigned to a specific classroom and need is determined by rule or placement recommended staff to student ratio. Under the direction of licensed staff, a CA supports the various needs of students in a classroom as assigned throughout the day.

Section 3. Temporary Work Agreement: Student Assistants are hired as per a Temporary Work Agreement. All terms and conditions of employment described in this Agreement shall apply to Student Assistants hired on a Temporary Work Agreement, with the exception of Articles X, XI, and XII.

Section 4. Terms and Conditions of Employment: The term "terms and conditions of employment" means the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 5. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

ARTICLE IV EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, as long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join: Employees shall have the right to form and join labor or employee organizations and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the School District.

Section 3. Use of Communications Facilities: The union shall have the right to post notices of activities and matters of union concern on designated bulletin boards in each school building site, in areas not normally accessible to students or the public.

Section 4. Use of School Buildings, Facilities, Equipment, E-mail and Inter-School Mail: The union shall have the right to usage of such School District buildings, equipment, facilities, e-mail and inter-school mail as is permitted pursuant to School District policy, and under such conditions as set forth in School District policy.

Section 5. Disciplinary Meetings: The district will provide the employee notice prior to the meeting that it may or will lead to disciplinary action. All meetings will be scheduled during the employee's normal work day. Should it be necessary for a meeting to be scheduled outside a normal work day, a minimum of a 24-hour notice will be given and compensation for attendance at the meeting will be at the expense of the school district. There shall be no retribution for an employee's inability to attend a meeting scheduled outside the normal work day without a 24-hour notice.

Section 6. Right to Dues Check Off: The union has the right under PELRA to request dues deductions be withheld for each eligible employee working during a given school year. Such requests shall be in writing on a form provided by the Union and delivered to the payroll office no later than ten (10) days prior to each payroll deduction date. **The first payroll deduction of the school year will occur on September 15 and the last on June 15.** Pursuant to such authorization, the School District shall deduct the amount requested by the union from each regular semi-monthly check. ~~Deductions of such dues requested on the Union form shall begin on the payroll following the submission of Union's request to payroll. The last payment deduction shall be on or before June 30 each fiscal year.~~ Request by the employee to cease dues deductions submitted in writing to the School District office shall be honored and dues deductions ceased as of such written notice. The school district will notify the Union within three (3) days of receipt of such request.

Section 7. Personnel Files:

Subd. 1. All evaluations and files generated with the School District relating to each employee shall be available during regular school business hours upon written request. The employee shall have the right to reproduce any contents of the file, at the employee's expense, and to submit for inclusion employee response to any material contained within.

An employee may grieve a written document placed in the employee's file by the School District on the grounds that the material is false or substantially inaccurate. If it is found that the written document is false, or substantially inaccurate, such false or inaccurate statements shall be deleted from the employee's file.

Subd. 2. A written evaluation must be reviewed with the employee prior to placement in the employee's personnel file. The employee may include a written response to the evaluation which will also be placed in the employee's personnel file.

Subd. 3. Employees shall be evaluated according to School Board policy. The use and function of the evaluation form will be thoroughly explained to the employees and the supervisors.

Subd. 4. Formal observations shall be conducted openly with full knowledge of the employee. Formal observations, conferences and evaluations shall be conducted by supervisors. Formal evaluations shall be written on the district approved evaluation forms. Non-probationary employees shall receive a performance appraisal at a minimum of once per academic year and it will be reviewed with the employee prior to April 1.

Subd. 5. Additionally, the School District may include the School District's documentation of employee conduct that may be contrary to School District policies, rules or directions. Such conduct could be positive or negative. The School District maintains its right to comply with its obligations under all laws, rules or regulations pertaining to employee conduct and requirements.

Section 8. Fair Share Fee: In accordance with PELRA, any employee, as defined in Article III, who is not a member of the union may be required by the union to contribute a fair share fee for services rendered as exclusive representative. The employer shall deduct from said employee's wages such fair share fee as requested by the union, pursuant to PELRA, and remit such fair share fee as per payroll deduction. The employer recognizes that the determination of the fair share fee is solely the responsibility of the union, and the employer assumes no responsibility for the determination of any dispute which may result therefrom. It is also acknowledged that any dispute concerning the amount of the fair share fee shall be subject to the proceedings provided in PELRA and, therefore, such dispute shall not be subject to the grievance procedure.

Section 9. Meet and Confer: Upon written request by the Union, the School District shall meet and confer on items not covered by this agreement, pursuant to PELRA. A meet and confer meeting shall be held each year prior to the April school board meeting to review the next year's Calendar Development Committee's recommended calendar option. The meeting topic will be to review the potential dates for the second staff in-service day on the district calendar.

ARTICLE V SCHOOL DISTRICT RESPONSIBILITIES

Section 1. Management Responsibilities: The union recognizes the right and obligation of the School District to efficiently manage and conduct the operation of the School District within its legal limitations and with its primary obligations to provide vocational and special educational opportunities for students of the School District and the State of Minnesota.

Section 2. Effect of Law, Rules and Regulations: The union recognizes that all employees covered by this Agreement shall perform the non-teaching services prescribed by the School District and shall be governed by the laws of the State of Minnesota, and by School Board rules, policy, regulations, directives, and orders issued by properly designated officials of the School

District. The union also recognizes the right, obligation, and duty of the School Board and its duly designated officials to promulgate rules, policy, regulations, directives, and orders from time to time as deemed necessary by the School Board insofar as such rules, policy, regulations, directives, and orders are not inconsistent with the terms of this Agreement and recognizes that the School Board, all employees covered by this Agreement, and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations and orders of the State and Federal governmental agencies. Any provisions of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

Section 3. Inherent Managerial Rights: The parties recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the School District.

Section 4. New Employee Placement: Initial placement on the salary schedule as recommended by the administration shall be disclosed in writing to the employee at the time of initial employment, along with a copy of the current master agreement.

ARTICLE VI HOURS OF SERVICE - LENGTH OF SCHOOL YEAR

Section 1. Basic Day: The basic day, exclusive of lunch, for a full-time employee, shall be six (6) to eight (8) hours per day as annually determined by the School District prior to July 1. However, the School District may employ such part-time employees as it deems appropriate. The hours indicated in the July 1 document shall not be changed during the contract year except as mutually agreed between the employee and the district. The notice of assignment document will be available on the district website and shall be mailed to each employee via U.S. mail to the address on file with the human resources office.

For employees employed after July 1, the "Employee Status Change Form" shall specify the number of hours per day that the employee is scheduled to work. No changes in this hourly work schedule shall be made without mutual agreement even when the work location or specific assignment change involves a change in hours. In the event that an employee is transferred to a position that requires fewer hours per day or week than the previous position, an additional assignment will be determined so that the employee is not reduced in hours for the remainder of the school year.

Subd. 1. Employees working six (6) or more hours per day shall receive a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon, or one 30-minute break at a time determined by the supervisor, with the morning break beginning no sooner than ~~one-half hour~~ **one and a half hours** after the start of the student contact day. Employees working at least four (4) hours, but less than six (6) hours shall receive one 15-minute break, at a time determined by the supervisor with no break beginning sooner than ~~one-half hour~~ **one and a half hours** after the start of the student contact day.

Section 2. Duty Year: The duty year for full-time employees under this Agreement shall be as annually determined by the School District prior to July 1, but not less than the number of student days plus one additional day as described in Subd. 1, below. The School District may employ such part-time employees as it deems appropriate.

Subd. 1. ~~Beginning with the 2017-2018 calendar, two extra days~~ **Two days** will be scheduled in whole or in part by administration to provide any number of preparation, training, or team meeting opportunities. One day must be scheduled prior to the start of the school year for the purpose of preparing for the upcoming year **and one day will be scheduled in the school year calendar. Both Union and School District designees will have input into the content of the training for the day scheduled in the school year calendar.**

Section 3. Modifications in Calendar, Length of School Day:

Subd. 1. In the event of energy shortage, severe weather, or other exigency, the School District reserves the right to modify the duty year, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s) in lieu thereof as the School District or its designated representative shall determine, if any.

Subd. 2. In the event of energy shortage, severe weather, or other exigency, the School District further reserves the right to modify the length of the school day, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total weekly hours not more than the regular five (5) day week.

Subd. 3. Prior to modifying the scheduled length of the school day pursuant to Subd. 2 hereof, or scheduling more than two (2) makeup days pursuant to Subd. 1 hereof, the School District shall afford to the federation the opportunity to meet and confer on such matters.

Subd. 4. School closings and the payroll implications of such closings shall be determined by the provisions of District Policy 466 "Provisions for the Closing of Schools Due to Inclement Weather or Other Exigency."

Section 4. Certain Absences: Employees shall not be paid for any days on which they do not perform services in accordance with their contract and this Agreement except for absences authorized pursuant to their contracts and this Agreement, and the School Board will in each case make appropriate deductions from pay for any such absences.

Section 5. Employees sent home due to student attendance:

Program Assistant: A PA's anticipated hours of work are assigned by July 1st prior to the following school year or at time of hire. Daily student attendance in the PA's assigned classroom or area may affect the area a PA will be expected to work their assigned hours. A PA will not be sent home due to daily attendance of students. A PA would only work a reduced number of hours on a given day if they volunteer to do so.

Student Assistant: Daily attendance of an SA's assigned student may result in a decrease of the expected amount of hours an SA is assigned each day. SA's will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to an SA a reassignment for the remainder of the day in an area of need throughout the district. When expected absences of a student assigned to an SA is substantiated, the SA may notify a District designee of their availability to be a substitute.

Classroom Assistant: Daily attendance of students in a CA's assigned classroom may result in a decrease of the expected amount of hours a CA is assigned each day. CA's will not be sent home before three hours of an unexpected student absence. An administrator or designee may make available to a CA a reassignment for the remainder of the day in an area of need throughout the district. When expected absences of students from the CA's assigned classroom is substantiated, the CA may notify a District designee of their availability to be a substitute.

**ARTICLE VII
BASIC SALARIES**

Section 1. Basic Salaries: Employees shall be compensated during the two years of this agreement as provided herein.

Subd. 1. Effective July 1, ~~2016~~, **2018**, all employees will advance one step on Salary Schedule A over their placement as of June 30, ~~2016~~-**2018**.

Subd. 2. Effective July 1, ~~2017~~, **2019**, all employees will advance one step on Salary Schedule B over their placement as of June 30, ~~2017~~-**2019**.

Subd. 3. In the event a successor agreement is not entered into prior to July 1, ~~2018~~, **2020**, an employee shall remain at the same step as compensated during the ~~2017-2018~~ **2019-2020** contract year until a successor agreement is reached, which agreement shall govern step advancement, if any. However, the School District reserves the right to withhold step advancement or other salary increase in individual cases for just cause, subject to the grievance procedure.

Subd. 4. Longevity: Effective July 1, ~~2016~~, **2018** employees shall receive a longevity salary increase beyond the rates delineated in Schedules A as follows:

In the 10 th through 11 th continuous school year	.25/hour
In the 12 th through 14 th continuous school year	.50/hour
In the 15 th through 17 th continuous school year	\$1.00/hour
In the 18 th through 19 th continuous school year	\$2.00/hour
In the 20 th through 22 nd continuous school year	\$3.00/hour
In the 23 rd through 24 th continuous school year	\$4.00/hour
In the 25 th through 26 th continuous school year	\$5.00/hour
In the 27 th continuous school year and beyond	\$6.00/hour

Effective July 1, ~~2017~~, **2019**, employees shall receive a longevity salary increase beyond the rates delineated in Schedule B as follows:

In the 10 th through 11 th continuous school year	.25/hour
In the 12 th through 14 th continuous school year	.50/hour
In the 15 th through 17 th continuous school year	\$1.00/hour
In the 18 th through 19 th continuous school year	\$2.00/hour
In the 20 th through 22 nd continuous school year	\$3.00/hour
In the 23 rd through 24 th continuous school year	\$4.00/hour
In the 25 th through 26 th continuous school year	\$5.00/hour
In the 27 th continuous school year and beyond	\$6.00/hour

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school

calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

Section 2. New Employees and Step Advancement: A new employee shall be placed on the salary schedule as agreed between the employer and the employee and shall be eligible for step advancement on the following July 1, if they work any days prior to the last day of the regular school calendar in their employment agreement.

Section 3. Absence of Regularly Assigned Teacher: In the event the regularly assigned classroom teacher is absent from the classroom one and one-half or more clock hours per day during student contact time, ~~one School District designated~~ **the program assistant or classroom assistant or student assistant working with the absent teacher** shall receive his/her current rate of pay plus an additional ~~\$2.00~~ **\$3.00** per hour for student contact hours. When the teacher's absence is for one and a half or more hours, all consecutive hours will qualify for the additional ~~\$2.00~~ **\$3.00** dollar per hour. **In the absence of both the teacher and the program assistant, the a program administrator or designee will assign one of the other assistants to receive the additional \$3.00 per hour for student contact hours.**

Subd. 1. On a community outing/field trip when the regular classroom teacher or a substitute teacher is not in attendance for two and one-half consecutive hours or more, one School District designated employee shall receive his/her current rate of pay plus an additional \$4 per hour for student contact hours.

Subd. 2. The \$4 per hour increase does not refer to or include the time employees are out of the classroom or in the community in a job coaching assignment (Ex: Cub foods/bagging groceries, school office sorting mail).

Section 4. Extracurricular Pay:

Subd. 1. Definition: For purposes of this Section, an extracurricular assignment is a work assignment outside of the regularly scheduled work day that is assigned in writing by the employee's assistant director or the director.

Subd. 2. Applicability: Extracurricular work assignments under this section may be for a variety of purposes, but do not include summer school, staff development activities or extended work year. The exception would be enrichment activities that entail overnights.

Subd. 3. Rate of Pay: Extracurricular work assignments shall be at the employee's normal hourly rate of pay for any hours worked except when the accumulated weekly work hours including regularly assigned work hours plus the extracurricular work hours exceed forty (40) hours per week. If the accumulated weekly work hours exceed forty (40), any time worked beyond forty (40) hours per week shall be paid at the rate of 1-1/2 times the normal rate of pay, in accordance with current district overtime procedures for non-exempt employees.

Subd. 4. Volunteer Participation: In the event an employee who is not assigned to work at an extracurricular event attends the extracurricular event and chooses to participate as a volunteer, such participation must be limited to activities that are not the same as or closely related to the employee's normal work activities. For example: selling tickets, food or other items would not be closely related to the work assignment of an employee who assists teachers in the classroom. However, supervising students, officiating at a sports event involving students, or driving district vehicles to transport students or district equipment

would be closely related and would not be permitted activities for these employee volunteers.

Section 5: Train the Trainer Pay: An employee who agrees to attend training, for the purpose of meeting the requirements to be qualified to be a trainer of employees, on a regular duty day or on a non-duty day or days shall be paid at their hourly rate of pay for the time spent in the training sessions. If the location of the training sessions requires travel, expense reimbursement is regulated by Board Policy 412. All such training agreements must be approved in writing by the program administrator and the Director of Special Education.

Section 6: Trainer Pay: An employee who agrees to conduct training for other staff members shall be compensated at their hourly rate of pay. For each hour of training, one hour of preparation shall also be compensated. (Example: conducting a three-hour training session will be compensated at six hours.) Subsequent training of the same content within three (3) months shall be compensated for the actual hours of training with no additional time allowed for preparation. All such training agreements must be approved in writing by the program administrator and the Director of Special Education.

ARTICLE VIII GROUP INSURANCE

Section 1. Selection of Carrier: The selection of the insurance carrier and policy shall be made by the School District.

Section 2. Health and Hospitalization Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2016, **2018**, the School District shall contribute a sum not to exceed ~~\$570~~ **\$690** per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2017, **2019**, the School District shall contribute a sum not to exceed ~~\$630~~ **\$735** per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. Effective January 1, 2018, **2020**, the School District shall contribute a sum not to exceed ~~\$690~~ **\$780** per month for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan. The cost of the premium not contributed by the School District shall be borne by the employee and paid by payroll deduction. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 3.

Subd. 2. Dependent Coverage: Effective July 1, 2016, **2018**, the School District shall contribute a sum not to exceed ~~\$910~~ **\$1360** per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2017, **2019**, the School District shall contribute a sum not to exceed ~~\$1160~~ **\$1410** per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. Effective January 1, 2018, **2020**, the School District shall contribute a sum not to exceed ~~\$1360~~ **\$1460** per month for dependent coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District group health and hospitalization plan and who qualifies for dependent coverage. The cost of the premium not contributed by the

School District shall be borne by the employee and paid by payroll deduction. In the event that the School District's contribution for family coverage is discriminatory or illegal, the union will hold the School District harmless and indemnify the School District from any and all action, suits, claims, damages, judgments and other forms of liability which any person may have or claim to have arising out of or by reason of the School District's contribution toward family coverage. This subdivision shall not apply to those eligible employees who select coverage under the high deductible health plan described in Subdivision 4.

Subd. 3. Individual High Deductible Coverage:

Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account ("HSA") of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the "Flex Choice Plan"). Effective July 1, ~~2016~~, **2018**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$490~~. **\$610**. Effective January 1, ~~2017~~, **2019**, the total monthly contribution by the School District shall not exceed ~~\$550~~. **\$655**. Effective January 1, ~~2018~~, **2020**, the total monthly contribution by the School District shall not exceed ~~\$640~~. **\$700**.

The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district's health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee's HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 4. Family High Deductible Coverage:

- (a) Eligible employees shall have the option of enrolling in a high deductible coverage option of the school district's health and hospitalization plan. The high deductible coverage shall be a qualified high deductible health plan within the meaning of Section 223 of the Internal Revenue Code of 1986, as amended from

time to time. Each eligible employee enrolled in the high deductible coverage shall be eligible for a contribution to a health savings account (“HSA”) of such employee in accordance with the Intermediate School District No. 917 Flex Choice Plan (the “Flex Choice Plan”). Effective July 1, ~~2016~~, **2018**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$885~~. **\$1335**. Effective January 1, ~~2017~~, **2019**, the total monthly contribution by the school district toward the cost of the premium of the high deductible coverage, the HSA contribution, and the HSA administrative fees attributable to such eligible employee shall not exceed ~~\$1135~~. **\$1385**. Effective January 1, ~~2018~~, **2020**, the total monthly contribution by the School District shall not exceed ~~\$1335~~. **\$1435**.

(b) The school district shall contribute toward the cost of the premium for each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district’s health and hospitalization plan a monthly amount equal to the total monthly contribution identified in subsection (a) minus the monthly HSA contribution identified in subsection (c) and the monthly HSA administrative fees.

(c) The school district shall contribute an amount equal to one-half of the applicable deductible to the HSA of each eligible employee employed by the school district who qualifies for and is enrolled in individual coverage under the high deductible coverage option of the school district’s health and hospitalization plan. Such contributions shall be made monthly on a pro rata basis. Such employees shall also be eligible, through the Flex Choice Plan, to make pre-tax contributions to the HSA via salary reduction. The school district shall select the vendor of the HSA to which such contributions shall be made. Once deposited in an employee’s HSA, such contributions, whether made by the school district or via salary reduction, shall not be subject to restriction by the school district and the employee may access and/or transfer such funds to a different HSA to the fullest extent permitted by law. Such employees also shall be eligible to participate in a Limited Scope Health Care Reimbursement Plan through the Flex Choice Plan, which shall allow reimbursement of medical expenses to the fullest extent permitted by law for an individual receiving contributions to an HSA.

Subd. 5. Changes in Coverage under High Deductible Coverage: If an eligible employee who qualifies for and is enrolled in coverage under the high deductible coverage option of the school district’s health and hospitalization plan changes the type of coverage during a calendar year (e.g., from individual coverage under the high deductible coverage option to family coverage under the high deductible coverage option; from family coverage under the high deductible coverage option to individual coverage under the high deductible coverage option; from family or individual coverage under the high deductible coverage option to no coverage under the high deductible coverage option), the school district’s contribution to the employee’s HSA shall change accordingly. The change in the amount of HSA contributions shall be effective coincident with the change in the type of coverage under the high deductible coverage option.

Section 3. Dental Insurance:

Subd. 1. Individual Coverage: Effective July 1, 2016, **2018**, the School District shall contribute a sum not to exceed \$75 per month toward the cost of the premium for individual

coverage for each eligible employee employed by the School District who qualifies for and is enrolled in the School District's dental insurance plan. Additional cost of the premium, if any, shall be borne by the employee and paid by payroll deduction.

Subd. 2. Dependent Coverage: Effective July 1, ~~2016~~, **2018**, the School District shall contribute a sum not to exceed \$135 per month toward the cost of the premium for dependent coverage for each eligible employee employed by the School district who qualifies for and is enrolled in the School District's dental insurance plan. Any additional cost of the premium shall be borne by the employee and paid by payroll deduction.

Section 4. Group Income Protection: The School District will pay each month 100 percent of the current premium for income protection insurance for each full-time employee. The income protection plan shall include the following:

Subd. 1. Benefits begin after ninety (90) calendar days of total disability.

Subd. 2. The monthly income benefit shall be 66-2/3 percent of basic monthly earnings (exclusive of any additional compensation from this district or any other source).

Section 5. Life Insurance: The School District will pay each month 100 percent of the life insurance premium for a \$60,000 term-life insurance policy for each full-time employee with the individual employee effective July 1, ~~2016~~. **2018**.

Section 6. Claims Against the School District: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy purchased by the School District pursuant to this Article. It is further understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed herein and no claims shall be made against the School District as a result of a denial of insurance benefits by an insurance carrier.

Section 7. Duration of Insurance Contribution: An employee is eligible for contributions as provided in this Article as long as he/she is a full-time employee of District No. 917. Upon termination of employment, all district contribution shall cease, effective on the last working day, except as specified in Subdivisions 1 and 2 hereof.

Subd. 1. The School District shall continue its contribution to health and dental insurance costs for disabled employees until long-term disability coverage becomes effective to a maximum of three (3) calendar months following the employee's last day of work.

Subd. 2. The School District shall continue its contribution to health and dental insurance costs for employees who retire pursuant to Article XVI of this agreement for three (3) calendar months following the employee's last day of work.

Section 8. Eligibility:

Subd. 1. To be eligible for the full benefits of this Article, employees must be a regular full-time employee employed at least 1020 hours per year. Employees employed for less than 1,020 hours per year but at least 510 hours per year shall be eligible for the benefits of this Article on a pro rata basis. Employees whose start of work date would preclude compliance with the hour requirement during the remainder of the regular academic year shall, nevertheless, be deemed to meet the hour requirement provided that their work schedule is such that hours of employment would have been attained had the employee begun work at

the beginning of the academic year. Short-term or intermittent employees shall not be eligible for the benefits of this Article.

Subd. 2. Employees shall be eligible during the summer months insurance benefits coverage at district expense defined in Article VIII provided they have met the 1020 hour requirement defined in Subd. 1.

ARTICLE IX LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. All full-time employees in their first and second year of employment shall earn sick leave at the rate of one day for each month of service in the employment of the School District, which is equivalent to nine (9) days for each school year and beginning with their third year of employment shall earn sick leave at the rate of one and one-ninth (1-1/9) days for each month of service in the employ of the School District, which is equivalent to ten (10) days for each school year. All full-time employees shall be given a credit of nine (9) or ten (10) sick days at the beginning of each school year. Additional sick leave hours shall be awarded to employees working extended duty day assignments (exceeding 177 days/year), proportional to the number of additional days worked, rounded to the nearest hour. For purposes of this Subd. 1, summer school assignments are not considered extended duty day assignments.

Subd. 2. Unused sick leave days may accumulate without limit.

~~Subd. 3. The School Board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness, in order to qualify for sick leave pay. However, the final determination as to the eligibility of an employee for sick leave is reserved to the School Board.~~

~~Subd. 4. In the event that a medical certificate will be required, the employee will be so advised.~~

After three (3) consecutive days of absence due to illness, or when there is probable cause to support the belief that an employee is misrepresenting the use of leave for illness, the District may require an employee to furnish a medical certificate from a qualified physician indicating the absence was due to illness or disability in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised. The final determination as to the eligibility of an employee for sick leave is reserved to the School Board.

Subd. 5. ~~4.~~ Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

Subd. 6. ~~5.~~ Sick leave pay shall be approved only upon submission of a signed request.

~~Subd. 7. 6.~~ An employee who is entitled to sick leave pay, who is then receiving Worker's Compensation, may not be paid sick leave pay in an amount greater than the difference between such Worker's Compensation and his/her basic salary.

~~Subd. 8. 7.~~ Each year it shall be the option of each bargaining unit member to contribute in (1) one hour increments up to (7) seven hours of personal leave to a student related workers' compensation sick leave bank. On or before June 1 of each year, the business

office will electronically notify bargaining unit members to indicate whether or not they wish to contribute to the student related injury workers compensation sick leave bank. The leave bank shall be administered by the President or Vice President of the Association and the Superintendent. The student related injury workers' compensation sick leave bank shall be used for requests from unit members for up to three (3) days of pay if the injury is of such duration that it does not provide for a Minnesota Workers' compensation wage loss benefit. Eligibility decisions are not subject to the grievance procedures.

Subd. 9. 8. Employees who use two or less sick leave days during the regular student school year will receive a \$100 stipend in their June 30 pay check. An employee must have been employed prior to October 1 to be eligible for this stipend.

Section 2. Parental Leave:

Subd. 1. An employee shall be afforded a parental leave of absence of no more than twelve (12) months in duration, according to the procedures as outlined in this section, to one parent of a newborn child or an adopted child, provided such parent is caring for the child on a full-time basis.

Subd. 2. The employee shall submit a written request to the superintendent for a parental leave including commencement date and return date.

Subd. 3. The effective beginning date of such leave and its duration shall be submitted by the superintendent to the School Board for approval. The superintendent will notify the employee in writing of the Board's decision.

Subd. 4. The parties agree that periods of time for which the employee is on parental leave shall not be counted in determining the completion of the probationary or trial period.

Subd. 5. An employee who returns from parental leave within the provisions of this section shall retain all previous work experience credit and any unused leave time earned under the provisions of this Agreement prior to the beginning of the leave. The employee shall not accrue any additional work experience credit for leave time during the period of child care leave.

Subd. 6. An employee on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions. The employee shall be responsible for the full cost of the premium of the insurance programs selected and will begin paying the district at the beginning of the leave. The right to continue participation in such group insurance programs, however, will terminate if the employee does not return to the School District pursuant to this section.

Subd. 7. The parties further agree that any child care leave of absence granted under this section shall be a leave without pay.

Section 3. Maternity/Adoption Leave:

Subd. 1. The start of a physical disability absence for pregnancy, delivery, and recovery from childbirth shall be determined by the employee's physician. The end of the physical disability absence for childbirth shall be determined by the employee's physician at the time of the child's birth.

Subd. 2. A pregnant employee shall notify the superintendent in writing, not later than the end of the sixth month of pregnancy, and, also at such time provide a physician's statement indicating the estimated date of delivery of the child. The employee shall submit a written request to the superintendent for the use of paid sick leave, including commencement date and return date. The time periods provided herein can be modified by the employee's physician.

Subd. 3. An employee's maternity absence may encompass school holidays and/or school vacations. Holidays and/or vacations that fall during the period of disability do not cause the disability period to be extended. These days would not be deducted from sick leave.

Subd. 4. Subd. 2 and 3 of this section shall also apply to one parent for the adoption of a child in compliance with the Family Medical Leave Act.

Section 4. Death and Illness:

Subd. 1. Upon approval of the superintendent or his/her designee, an employee may be granted up to five (5) days absence with pay due to the death of the employee's spouse, child, grandchild, or parent. Up to three (3) days absence may be granted with pay for the death of the employee's sister, brother, grandparent, parent-in-law, son or daughter-in-law, brother or sister-in-law, or significant person. The leave set forth in this section is non-accumulative and shall not be deducted from sick leave.

Subd. 2. Upon approval of the superintendent or his/her designee, an employee may use up to 160 hours per calendar year of accumulated sick leave for illness or injury, for the following: an employee's spouse, child, child over 18, step-child, grandchild, parent, grandparent, step-parent, sibling or significant person for which care is required for such reasonable period as the employee's attendance may be necessary. This leave will be granted under the same terms the employee is able to use sick leave benefits for their own illness. Time will be deducted from sick leave.

Subd. 3. Additional absence for severe illness or death for persons identified in Subd. 1 and Subd. 2 may be granted at the sole discretion of the superintendent whose decision is final and binding and is not subject to the grievance procedure.

Subd. 4. Absence for the severe illness or death of persons not designated in Subd. 1 or Subd. 2 may be granted at the sole discretion of the Superintendent, whose decision is final and binding and is not subject to the grievance procedure. Time used in this subdivision will be deducted from the employee's sick leave.

Section 5. Jury Duty Leave: An employee summoned for jury duty shall receive his/her regular salary but shall remit to the school district any jury duty fees received. The employee shall retain any expenses or mileage allowances paid by the court.

Section 6. Personal Leave:

Subd. 1. Eligibility:

(a) Effective July 1, ~~2016~~, **2018**, employees will receive personal leave days per the following schedule:

In continuous School Year 1-3	1 day
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In continuous School Year 4-7	2 days
In continuous School Year 8+	3 days

Personal leave shall be allowed to accumulate to a total of five (5) days.

The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

(b) Denial of requests for the use of personal leave by the immediate supervisor may be appealed to the Superintendent.

(c) An employee may be granted leave without pay at the sole discretion of the superintendent, in accordance with school board policy.

(d) An employee may request use of their current year's sick leave allocation for up to one (1) day of paid leave to be absent due to an unavoidable emergency situation if they do not have any personal leave available from the current year allocation and their previous years' accumulation. The use of such leave will be granted at the sole discretion of the superintendent and is not subject to the grievance procedures.

Subd. 2. The use of a personal leave day is subject to the approval of the School District to ensure a minimum of disruption for the educational program. Accordingly, the following limitations shall apply:

(a) A personal leave day normally shall not be granted for the day preceding or the day following holidays or vacation periods and the first and last ten (10) duty days of the school year. (When the licensed staff duty day calendar includes a staff inservice or conference day, the day preceding or the day following are eligible for use of personal leave.)

(b) Personal leave requests may be denied on a particular day, if other employees in the same bargaining unit have already been granted personal or emergency leave which would be disruptive of the functioning of the particular program. In addition, personal leave requests will not be approved on any day which would exceed five percent (5%) of the total bargaining unit.

Subd. 3. At the beginning of each contract year, employees will be credited with the number of days of personal leave specified in Subd. 1, herein. Those employees who have accumulated three (3) days of personal leave or more prior to the beginning of any contract year shall receive a lump sum payment of \$75.00 for each day beyond five for which they become eligible in lieu of being granted additional days beyond five. Part-time employees as defined in Section 11 of this Article IX shall be paid a pro rata portion of the \$75.00 per day based upon the number of hours worked per year with 1020 hours per year constituting full-time.

Subd. 4. Employees who are assigned to extended duty days as defined in Section 1, Subd. 1, of this Article IX, shall earn additional personal leave days on a pro rata basis consistent with the number of additional days of assignment. The calculation of additional

days will be based upon the actual days worked in the preceding school year (July 1 through June 30) and the number of years of service. The additional personal leave days earned will accrue to the employee in the following year. Additional time will be calculated to the nearest hour.

Subd. 5. Personal leave must normally be requested three (3) business days in advance or as soon as known. All requests with less than a three (3) business day notice will need to include the reason for the request of personal leave. Personal leave may be granted in increments of less than one full work day if approved by District designee.

Subd. 6. Personal leave accrued on the books at the time of an employee's separation from the district due to a reduction in force that is caused by an elimination of programs or reduction in enrollment shall be reimbursed to the employee at the current substitute program assistant rate of pay.

Section 7. Insurance Application:

Subd. 1. An employee shall be eligible for insurance contributions as provided in Article VIII of this agreement during any month that the employee provides regular service at least one (1) day during the month, or during any month that such employee is continuously on paid sick leave pursuant to Section 1 of this Article and including the non-duty summer months continuous with otherwise eligible service.

Subd. 2. An employee shall not be eligible for School District contributions for insurance programs as outlined in Article VIII of this Agreement during any of the following:

(a) Any month in which the employee does not receive either pay for actual service rendered or during any month in which the employee is absent but not entitled to sick leave pursuant to Section 1 of this Article.

(b) Any month after an employee has been absent for (40) forty consecutive student calendar days due to an injury qualified for a Minnesota workers' compensation wage loss benefit and the employee receives workers' compensation for the entire month, whether or not supplemented by sick leave.

(c) Any month in which the employee is receiving long-term disability insurance benefits for the entire month.

Subd. 3. An employee being compensated pursuant to Subd. 2, hereof, may, however, continue to participate in group insurance plans if permitted under the insurance policy provisions, but shall pay the entire premium for such program as he/she wishes to retain during such period of employment relationship. It is the responsibility of the employee to make arrangements with the school business office to pay to the School District the monthly premium amounts in advance and on such date as determined by the School District. The right to continue participation in such group insurance programs, however, will discontinue upon termination of employment, except as otherwise provided by law.

Section 8. Accrued Benefits - Unpaid Leaves: An employee on an unpaid leave pursuant to this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which he/she had accrued at the time he/she went on leave for use upon his/her return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this Section 7.

Section 9. Accrued Benefits - Paid Leaves: An employee on an extended leave where compensation is involved, including sick leave and worker's compensation, shall be eligible for and shall be entitled to normal accruals for sick leave during any month in which the employee actually performs services. However, an employee shall not be eligible for accrual of sick leave during any month in which the employee does not perform services because of absence on paid sick leave or during the entire month the employee is being compensated by worker's compensation or long-term disability insurance.

Section 10. The parties agree that periods of time for which the employee is on unpaid leave shall not be counted in determining the completion of the probationary period.

Section 11. Failure of the employee to return to work from a leave of absence pursuant to this Article shall constitute grounds for termination by the School District.

Section 12. Eligibility: To be eligible for the benefits of this Article, an employee must be a full-time employee employed at least 1,020 hours per year. Bargaining unit employees employed for less than 1,020 hours per year shall receive leave benefits on a pro rata basis.

ARTICLE X PROBATIONARY PERIOD

Section 1. Probationary Period: An employee, under the provisions of this Agreement, shall serve a probationary period of two (2) calendar years from the date of (continuous) hire during which time the School District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such an employee. In the event the School District terminates a probationary employee at the end of a school year and rehires the employee within four (4) months of the termination, the employee's previous probationary employment period shall be credited toward their probationary period of two (2) calendar years from the date of (continuous) hire. During the probationary period, the employee will receive two performance appraisals during each calendar year using the procedures of Board Policy 459. The first appraisal shall occur prior to December 15 and the second will occur prior to April 15.

Section 2. Completion of Probationary Period: An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause by the School District subject to the grievance procedure.

ARTICLE XI EMPLOYEE SUPERVISION

Section 1. Employee Improvement Plans:

Subd. 1. Prior to formal or informal disciplinary procedures being employed in cases of minor misconduct or in cases where the behavior or poor performance does not constitute a serious infraction of the contract, district policies, rules or directives of superiors, the school district may, in its discretion, attempt to improve an employee's performance and/or correct an employee's behavior by implementing an "employee improvement plan."

Subd. 2. The purpose of an employee improvement plan is to improve the employee's performance up to the standards and expectations of the school district. Should the employee fail to raise his/her level of performance to the school district's expectations, or the behavior issues continue the school district may resort to the disciplinary measures delineated in Section 2 of this Article.

Subd. 3. All employee improvement plans will be placed in the employee's personnel file along with any notations as to the employee's progress in improving performance.

Section 2. Employee Discipline:

Subd. 1. Employee discipline is the school district's process for assuring compliance with the terms and conditions of the collective bargaining agreement, Board policies and rules, directives issued by the employee's supervisors or other administrators, and generally accepted norms of behavior. Discipline is intended to correct unacceptable behavior and improve performance. The school district shall render disciplinary measures only for just cause and shall ensure that employee rights to "due process" are protected.

Subd. 2. Oral or Written Reprimands: The school district shall typically follow a progressive discipline approach as outlined in this Article depending upon the gravity of the misconduct or the level of performance issues. The school district may, at its sole discretion, move immediately to a higher level of discipline, depending upon the severity of the misconduct or lack of performance.

(a) Oral Reprimand: Oral reprimands may be issued to employees in the event of relatively minor infractions. Oral reprimands shall not be grievable under Article XIV of this Agreement. Oral reprimands shall not be documented in the employee's official personnel file.

(b) Written Reprimand: Written reprimands (Notices of Deficiency) may be issued by the school district for more serious misconduct or when oral warnings have not corrected the employee's behavior or performance. Written reprimands will be placed in the employee's official personnel file. Employees may respond in writing to written reprimands and such responses shall be placed in the employee's official personnel file. Written reprimands may be grieved under Article XIV of this Agreement. The standards of review are whether or not any material in the employee's official personnel file is false or inaccurate or is without just cause. Any material found through the grievance procedure to be false or inaccurate or without just cause shall be expunged from the employee's official personnel file.

Subd. 3. Suspension: An employee may be suspended without pay for grounds as described in Minn. Stat. Section 122A.40, Subd. 9(a) through (e) or Minn. Stat. Section 122A.40, Subd. 13(1) through (6). Any suspension is subject to the grievance procedure under Article XIV of this Agreement. Additionally, an employee may be suspended without pay when other disciplinary measures have been applied without sufficient positive result, or for other willful violations of District policies or directives.

Suspension shall take effect upon written notification from the Superintendent of Schools to the employee stating the grounds for suspension. The employee shall have the right to invoke the grievance procedures set forth in Article XIV of this Agreement at the arbitration level provided written notification requesting arbitration is received by the superintendent within fifteen (15) days after receipt of the written notice of suspension.

The suspension shall take effect upon receipt by the employee of the written notice of suspension or shall take effect as otherwise indicated in the written notice of suspension. The suspension shall continue in effect for the time period provided in the written notice or as otherwise decided by the school board, but not to exceed a period of thirty (30) work days.

An employee may be put on a paid leave during an investigation of concern for the District. If the investigation results in an unpaid leave, the employee's unpaid leave time will not be retroactive without mutual agreement.

Subd. 4. Termination for Cause: An employee who has passed the probationary period may be terminated for cause at the end of a school year for any of the following reasons:

- Inefficiency;
- Neglect of duty, or persistent violation of school laws, rules, regulations, or directives;
- Conduct unbecoming to an employee which materially impairs the employee's educational effectiveness;
- Other good and sufficient grounds rendering the employee unfit to perform the employee's duties.

An employee will not be terminated upon one of the grounds specified in clause (1), (2), (3), or (4), unless the employee fails to correct the deficiency after being given written notice of the specific items of complaint and reasonable time within which to remedy them.

Immediate discharge. The board may discharge a non-probationary employee, effective immediately, upon any of the following grounds:

- Immoral conduct, insubordination, or conviction of a felony;
- Conduct unbecoming to an employee which requires the immediate removal of the employee from classroom or other duties;
- Failure without justifiable cause to be present at assigned work place without first securing the written release of the school board;
- Gross inefficiency which the employee has failed to correct after reasonable written notice;
- Willful neglect of duty; or
- Continuing physical or mental disability subsequent to a 12 month leave of absence and inability to qualify for reinstatement.

ARTICLE XII

SENIORITY (Program Assistant and Classroom Assistant)

Section 1. Seniority: The parties recognize the principle of seniority within classification in the application of this Agreement concerning reduction (layoff) or increase in force, and reduction of working time, within qualification areas as defined by the School District. For purposes of this Article, the School District reserves the right to define reasonable qualifications within respective programs, program skills, position and job description. The exercise of seniority, therefore, shall be subject to the employee's qualifications within said areas. The parties agree that Program Assistants, and Classroom Assistants constitute separate seniority classifications and accordingly, a separate seniority list will be provided for each individual classification. An employee will have rights only within their particular seniority classification under the provisions of this Article.

Section 2. Seniority Date: For purposes of this article, an employee's seniority date shall be the first work day of continuous employment with the School District. An employee shall acquire a seniority date upon completion of the probationary period as defined in this Agreement and upon acquiring seniority. If more than one employee has the same seniority date, the tie in seniority shall be broken by lot. If an employee changes their assistant assignment their seniority date

remains the first work day of continuous employment with the School District for the purpose of seniority date and placement on seniority list.

Subd. 1. This article does not apply to an employee holding the position of student assistant. If a student assistant accepts an assignment as a Program Assistant or Classroom Assistant, their seniority date will be the first work day of continuous employment with the school district for placement on the seniority list.

Subd. 2. An employee covered under this Article in the contract agreement may challenge their placement order (credit) on their District Seniority list. The challenge must be submitted to the office of Human Resources and Local 4242 in writing. The District will respond in writing to the employee, within 10 business days of receiving the challenge, with documented verification of first work day of continuous employment. Subd. 1 is subject to Article XIV Grievance Procedure.

Section 3. Loss of Seniority: An employee shall lose his/her seniority standing upon written resignation of employment, discharge for cause, or after a twelve (12) month continuous lay off, as defined in Section 1, hereof.

Subd. 1. Employees projected to be affected by a reduction in force (layoff) will be notified by their immediate supervisor as soon as practicable. Official notice of ending date of employment will be sent to employee from the school district by certified mail.

Subd. 2. Employees shall be identified for reduction in force (layoff) in inverse order of seniority.

Subd. 3. An employee terminated for reduction in force (layoff), may provide the office of human resource his/her name with mailing address to receive notice of availability of positions for recall. The employee is responsible for providing current mailing address for twelve (12) months when requesting job openings through district mailings.

Section 4. Seniority Lists: Seniority lists shall be published no later than February 15 each year. The list shall indicate the employees' seniority date. The list shall be posted at each school facility where possible.

Section 5: Recall:

Subd. 1. No new employees will be employed by the School District while a qualified employee is on recall for a reduction in force (layoff) as defined in Section 1 hereof. The order of recall will be determined by the seniority order of persons on recall who meet qualifications as defined in Section 1, hereof. An employee terminated due to reduction in force (layoff) shall have recall rights until June 30th of the following fiscal year.

Subd. 2. Notice of recall will be sent by certified mail to the most current address the employee has provided on file and will include program, site, hours and assignment title.

Subd. 3. Employee will have 14 calendar days upon receipt of mailing to notify School District of acceptance of position and reinstatement of employment.

Subd. 4. If recalled by District within 12 months (365 days) after the date of layoff, seniority date will be the seniority date at time of reduction in force (layoff). Article XII is subject to Article XIV Grievance Procedure.

**ARTICLE XIII
OTHER BENEFITS**

Section 1. The School District agrees to reimburse for tuitions, fees, membership and association fees which are approved in accordance with District Policy 486.

~~Subd. 1. Three hours or more of training, per school year, will be provided by the District. The training will be outside of opening workshops, team meetings, and classroom preparations, etc. Both the Union and School District designees will have input into the content of the job skills training. Compensation for the hours of training will be at School District expense.~~

Section 2. Travel Expense: Employees required by the School District to use their own vehicles in the performance of their duties shall be reimbursed for such travel at the rate as prescribed by School Board policy.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee(s) resulting in a dispute or disagreement between the employee(s) and the School District as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Section 2. Representative: The employee, administrator or School District may be represented during any step of the procedure by any person or agent designated by such parties to this Agreement to act in their behalf.

Section 3. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period.

Section 4. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the School District's designee, setting forth the facts and specific provision of the Agreement allegedly violated, and the particular relief sought within twenty-five (25) days after the date of notification of the event the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereinafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the School District's designee.

Section 5. Adjustments of Grievance: The School District and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the School District in the following manner:

Subd. 1. Level 1: If the grievance is not resolved through informal discussions, the School District designee shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the superintendent of schools, provided such appeal is made in writing within fifteen (15) days after receipt of the decision in Level I. If a grievance is properly appealed to the superintendent, the superintendent or his/her designee shall set a time to meet regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting the superintendent or his/her designee shall issue a decision in writing to the parties involved.

Section 6. School Board Review: The School Board reserves the right to review any decision issued under Level I or Level II of this procedure provided the School Board, or its representative notifies the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the School Board reviews a grievance under this section, the School Board reserves the right to reverse or modify such decision.

Section 7. Denial of Grievance: Failure by the School District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the School District are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the superintendent within ten (10) days following the decision in Level II or School Board review, whichever is applicable, of the grievance procedure.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator pursuant to M.S. § 179.70, Subd. 4, providing such request is made within twenty (20) days after the request for arbitration. The request shall ask that the appointment be made within thirty (30) days after the receipt of said request. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Bureau of Mediation Services within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such a person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/her shall be final and binding upon the parties; subject, however, to the limitations of arbitration decisions as provided in the PELRA. The arbitrator shall issue a written decision and order including findings of fact which shall be based upon substantial and competent evidence presented at the hearing. All witnesses shall be sworn upon oath by the arbitrator.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party or if the request is mutual, the cost shall be shared. The parties shall share equally fees and expenses of the arbitrator and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7. Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters limited or excluded by PELRA of 1971.

Section 9. Grievance Form: A form which must be used for filing grievances shall be provided by the School District (Attachment D). Such form shall be readily accessible in all school buildings.

Section 10. Election of Remedies and Waiver: A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined herein, the employee shall waive his/her right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this Agreement or to enforce the award of an arbitrator.

ARTICLE XV TRANSFERS, VACANCIES AND JOB POSTING

Transfer, in the context of this article, means the change in work location within Intermediate School District #917's various program sites. All transfers shall be documented in writing. A change in work assignment at the same work location is not considered a transfer under this article and is a management prerogative.

Section 1. Daily Job Site Transfer Request: For purposes of this section, a daily job site transfer request of an employee is one that is made by an administrator when there is a need on a particular day or days due to employee absences or other extenuating needs in a classroom outside of the building normally assigned. An employee may be requested to provide job coverage at a site other than their regular assigned building. When possible, an employee will be notified the day before a transfer is needed. **If an assignment is expected to go beyond a day, the employee will be informed of the estimated number of days of the assignment, if known.** A

change of work assignment at the regular assigned building is not considered a daily job site transfer request.

Subd. 1. The employee's regular assignment work times will remain the same unless the employee and administrator mutually agree to a change in times. Hours worked that exceed the regular assignment work times will be submitted on an employee time sheet.

Subd. 2. In the event the employee's drive time from the temporary job site will exceed the normal end of day drive time and this creates a hardship for the employee, by mutual agreement with the administrator, the employee may be allowed to leave the temporary job site before the temporary job sites normal work day end time.

Subd. 3. Employee's accepting a daily job site transfer request will be reimbursed for mileage based on the round-trip miles from their regular assignment job site to the temporary job site in accordance with District Policy 412 and submission on the District Mileage Request Form. If an employee's personal vehicle is not available for travel and alternative transportation options are not possible, there will be no retribution given to the employee.

Subd. 4. Job duties at a temporary job site that require specialized training will not be expected to be performed by an employee who has not received such training. When an employee has concerns regarding their ability to meet the program needs of a temporary job site assignment, these concerns should be shared with the administrator making the request. There will be no retribution given to an employee who is not trained for the duties of other sites.

Subd. 5. When an employee decides to decline a request for a daily job site transfer, they must discuss their decision with the administrator before the daily job site transfer is finalized.

Section 2. Involuntary Transfers: Notice of involuntary transfer shall be given to the employees of the department involved as soon as practicable. A list of open bargaining unit positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may apply for positions in order of preference to which they desire to be transferred.

Section 3. Decision:

Subd. 1. The involuntary transfer will be given to the least senior employee in the site/program, whenever possible subject to the provisions of Subdivisions 2 through 4, below.

Subd. 2. Programmatic considerations, employee qualifications, ~~and~~ employee preference, **and seniority** shall be used by the school district when filling vacancies and rotating or transferring staff.

Subd. 3. Staff not selected for vacant or open positions or staff being involuntarily reassigned shall, upon written request, be afforded an opportunity to meet with the Superintendent regarding such decision.

Subd. 4. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the School District.

Section 4. Voluntary Transfers: Voluntary transfers shall be available to all employees based on the qualifications of the individual and the needs of the district.

Subd. 1. Employees shall have the right to apply for open positions within the District for which they are qualified. Qualification shall be determined by the skills, experience, performance of the individual applying, and the requirements of the position applied for. The District shall determine the qualifications required. When qualifications are equal, seniority shall be the deciding factor between several applicants. The District shall inform the union president by email as soon as the position is filled, stating employee name, program assignment, site location, hours and salary.

Subd. 2. Any employee who wishes to be considered for a transfer to a location or program when an opening becomes available may make their request to their Assistant Director in writing with a copy to the Director. Consideration will be given to these requests based upon criteria described in Subd. 1 above and the needs of the district. When qualifications are equal, seniority ~~may~~ **shall** be considered.

Subd. 3. Notwithstanding the provisions of this Article, it is understood and agreed that the final choice relating to staffing decisions remains in the discretion of the school district.

Section 5. Definition, Vacancies and Job Posting: For purposes of this section, a regular vacancy is defined as one anticipated to last for more than one school year when an employee is to be added in the bargaining unit, the allocation of additional employees, or a regular position becomes available due to an employee leaving. The posting requirement shall not apply when the district is making administrative transfers or reassignments within the bargaining unit.

Vacancies for bargaining unit positions shall be posted on the district website and a notice will be sent to each employee's school e-mail. Positions will be posted for a minimum of five working days before the position is permanently filled. Each posting will include the position, hours, site assignment if known, and program assignment. Employee access to district computers will be provided during the normal work day and conditions for use are set forth in School District Policy.

Section 6. New positions or extended day/hour positions: In instances where positions providing additional hours or additional days of work or continuous employment are to be filled, preference for these positions shall be given first to the most senior qualified person applying within the program area of their normal assignment (ex: TESA within TESA) and then to the most senior qualified person applying within 917.)

Section 7. Application for Vacancies: To be considered for a vacancy posted under this Agreement, an employee must submit an application in writing.

Section 8. Mailed Notice: Employees of the unit desiring to be personally notified of any vacancies occurring within the unit must provide the personnel office with a stamped, self-addressed envelope. If such an envelope is on file when a vacancy is posted, the School District will forward the vacancy notice to the employee.

ARTICLE XVI SEVERANCE/EARLY RETIREMENT

Section 1. Eligibility: Employees who have completed at least fifteen (15) years of continuous (to be defined as including any leave approved under other sections of this contract) employment with the School District, and who are at least fifty-five (55) years of age, or have completed thirty (30)

years of continuous employment shall be eligible for severance pay pursuant to the provisions of this Article upon submission of a written resignation accepted by the School Board. Severance pay shall not be granted to any employee who is discharged for cause by the School District. This Article shall apply only to employees who retire after the execution of this contract and shall not be retroactive to any employee who retired prior to said execution date.

Section 2. Amount of Severance: Eligible employees, upon retirement, shall receive as severance pay unused sick leave days, not to exceed thirty-five (35) days.

Section 3. Notice: To be eligible for the benefits of this section, unless waived by the School District, an employee must notify the School District not less than 45 calendar days prior to the proposed retirement date.

Section 4. Method of Pay-Out:

(a) Subject to the limitations listed below, the school district will contribute an amount equal to the value of the employee's severance pay directly into the School board approved 403 (b) vendor account. The retiree will not receive any direct payment from the school district for the severance pay.

(b) The school district's annual contribution into the School Board approved 403 (b) vendor account must not exceed the IRS contribution limit. If the amount calculated in "A" exceeds the available limits in the year of separation, the excess amount will be paid out in cash and not be tax sheltered.

(c) The school district contribution(s) into the approved 403 (b) vendor account will be made according to the same timeline as was provided for the direct payment of the severance pay.

(d) The school district will make the severance pay contributions to the School Board approved 403 (b) vendor. For purposes of calculating the maximum deferral limit, the school district will provide the retiree of approved vendor with contribution information for the previous twelve (12) months of employment. The vendor had agreed to calculate the maximum deferral limit.

(e) If an employee eligible for this benefit dies before terminating employment, the benefit will be paid to the estate of the deceased.

Section 5. Cut-off Date: The benefits of this article shall not apply to a member of this group employed after July 1, 2005.

ARTICLE XVII

403(b) MATCHING CONTRIBUTION PLAN

Section 1. Eligibility: To be eligible for this contribution, an employee must be regularly employed at least 1,020 hours during the contract year, and such benefits shall not apply to employees employed for a lesser time or substitute employees. An employee must be in their second school year and thus will be eligible for an employer contribution in the employee's second year of service. The first year of employment shall be defined as any days of employment prior to the last student day of the regular school calendar in the first employment agreement. The next regular school calendar becomes the second year of employment with each successive school calendar year adding to the years of employment.

Section 2. Contribution: Effective July 1, ~~2016~~, **2018**, the school district will contribute up to a maximum as listed in the following schedule, according to year of service.

School Year	Employee Matching Contribution	School District Matching Contribution	Maximum School District Contribution	Total Contribution School District and Employee
In continuous School Year 2-3	\$100	\$100	\$100	\$200
In continuous School Year 4-6	\$350	\$350	\$350	\$700
In continuous School Year 7-9	\$450	\$450	\$450	\$900
In continuous School Year 10-12	\$600	\$600	\$600	\$1,200
In continuous School Year 13-14	\$700	\$700	\$700	\$1,400
In continuous School Year 15+	\$1,000	\$1,000	\$1,000	\$2,000

Section 3. Authorization Agreement: A salary reduction authorization agreement must be completed by the eligible employee by October 1 of the current year, for the employee to participate in the 403b matching contribution plan.

Section 4. Unpaid Leaves: Employees on unpaid leaves may not participate in the matching program while on leave.

Section 5. Matching Requirement: The School District's contribution, for the matching portion of Section 2, shall not exceed the employee's matching contribution.

**ARTICLE XVIII
DURATION**

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing July 1, ~~2016~~, **2018**, through June 30, ~~2018~~, **2020**, and thereafter pursuant to PELRA. If either party desires to modify or amend this Agreement commencing on July 1, ~~2018~~, **2020**, it shall give written notice of such intent no later than May 1, ~~2018~~, **2020**. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Effect: This Agreement constitutes the full and complete agreement between the School District and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, School District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiation during the term of this Agreement.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

DISTRICT #917 SPECIAL EDUCATION
PROGRAM ASSISTANTS FEDERATION,
LOCAL 4242

INTERMEDIATE SCHOOL DISTRICT 917

Dian Erickson _____
President, Local 4242

Jill Lewis _____
Chair

Teresa Stiff _____
Vice-President, Local 4242

Melissa Sauser _____
Clerk

Dated: _____, 2018

Dated: _____, 2018

SCHEDULE A
SPECIAL EDUCATION ASSISTANTS

~~2016-2017 SALARY SCHEDULE~~

STEP	B22-HQ
11	16.95
12	17.34
13	17.72
14	18.12
15	18.50
16	18.88
17	19.28
18	19.67
19	20.06
20	20.44
21	20.84
22	21.28
23	21.68

SCHEDULE B

SPECIAL EDUCATION ASSISTANTS

2017-2018 SALARY SCHEDULE

STEP	B22-HQ
11	17.15
12	17.54
13	17.93
14	18.32
15	18.71
16	19.10
17	19.50
18	19.90
19	20.29
20	20.68
21	21.08
22	21.53
23	21.93

SCHEDULE A
SPECIAL EDUCATION ASSISTANTS
2018-2019 SALARY SCHEDULE

STEP	B22-HQ
1	17.78
2	18.17
3	18.57
4	18.96
5	19.36
6	19.76
7	20.17
8	20.56
9	20.96
10	21.36
11	21.82
12	22.23
13	22.69

SCHEDULE B
SPECIAL EDUCATION ASSISTANTS
2019-2020 SALARY SCHEDULE

STEP	B22-HQ
1	18.01
2	18.41
3	18.81
4	19.21
5	19.61
6	20.02
7	20.43
8	20.83
9	21.23
10	21.64
11	22.10
12	22.51
13	22.98

ATTACHMENT C
GRIEVANCE REPORT FORM
INTERMEDIATE SCHOOL DISTRICT 917

Name _____

Building _____

Date Grievance Occurred _____

Statement of Facts:

Specific Provisions of Agreement Allegedly Violated:

Particular Relief Sought:

Date: _____

Signature of Greivant

Memorandum of Understanding

As a result of contract negotiations, the parties hereby mutually agree to re-open negotiations related to contract language per Article XVIII, Section 1. Term and Reopening Negotiations. This reopening of negotiations will be for the issues in reference to PELRA in the contract, and "Right to Work".

District #917 Special Education
Program Assistants Federation,
Local 4242

Intermediate School District 917

President, Local 4242

Chair

Vice President, Local 4242

Clerk

Dated: _____,2018

Dated: _____,2018

MEMORANDUM

TO: ISD 917 School Board
FROM: Mark A. Zuzek
DATE: August 1, 2018
REGARDING: Summary of the TIES Reorganization Agreement

Summary of the TIES Reorganization Agreement:

- We will be entering into two agreements: (1) a Reorganization Agreement with Sourcewell, and (2) a Joint Powers Agreement with the Metropolitan Educational Cooperative Service Unit (Metro ECSU) and Sourcewell.
- TIES member districts will continue to own and operate the “TIES Building Assets.”
- TIES name change, asset liability transfer, governance approvals, and admission and withdrawals of members will all occur on the effective date.
- TIES member districts will be responsible for the care and maintenance of the building and grounds. The cost for this is expected to be \$3.00 per student. This impact will be approximately \$2,200 for ISD 917.
- ISD 917 may be able to use Lease Levy funds to pay for the continued maintenance of the TIES property. (Even if we can, we would probably choose not to.)
- TIES member districts will be invoiced by Sourcewell based on a per student fee amount. There will be an estimated operations cost that will be based on a 12 to 18 month projection.
- Upon the sale of the building the TIES member districts will receive a pro rata (based on student enrollment) share of the Net Proceeds.
- TIES employees will continue their employment with Sourcewell.
- Sourcewell and TIES may desire to transfer oversight and management to Sourcewell.
- Services will be continued based on the pre-agreed provision and services.
- TIES (Sourcewell Technology) will retain all assets, and liabilities including accounts payable after July 1, 2018, and all expenses of TIES arising after the cut-off date.
- ISD 917 has paid a Member District Debt Payment of \$13,307.10.
- There will be a final reconciliation payment on the debt after a final audit in December of 2018.
- TIES, Sourcewell, and the member districts all agree to substantial representations, warranties, and covenants as mutual inducements to participate in the Reorganization Agreement. Examples of those representations include that there are no known breaches, lawsuits, or defaults that would prohibit any of the parties to participate, and that all of the information provided is true and accurate.
- There is documentation describing the closing conditions (not a physical meeting), insurance (all properties remain insured throughout the process), and all parties mutually indemnify each of the other parties.

Summary of an associated Joint Powers Agreement:

- The Joint Powers Agreement articulates an agreement between TIES, Sourcewell, Metro ECSU and member districts is to participate in an agreement that establishes two classes of membership in TIES. ISD 917 is in the “limited membership class”.
- The name of the group is “Sourcewell Technology.”
- The primary emphasis of the group is serving the K-12 sector.
- The Joint Board of Directors will consist of eight members from the Sourcewell board, two members from the Metro ECSU board, and the Executive Director of the Metro ECSU as an ex officio non-voting member.
- Each member district may appoint two representatives to serve on the Limited Members Board: Building Committee.
- There shall be a Building Committee which is comprised of the nine members of the TIES Executive Committee at the time of the effective date. They will directly manage the care, marketing, and sale of the building on behalf of the TIES member districts.

Additions after conference call with member superintendents:

Two conference calls were facilitated between superintendents and other leaders from each of the 45 TIES member districts, representatives from TIES and Sourcewell, and Metro ECSU. During that conference call the goals of the reorganization process were reviewed. The goals were: (1) to maintain continuity of service, and (2) to reduce the cost of the liability.

In addition to the update on the TIES Reorganization Agreement there were four notable clarifications and changes to the agreement that have occurred. The documentation referencing these changes can be found in the Addendum to the TIES Reorganization.

- The agreement was amended to cap the operational cost of the TIES building asset for the interim period between now and when the building is sold. The operational cost was capped at \$3.00 annually per student per year. This was previously stated as a goal and expectation. Now, Sourcewell has agreed to document the \$3.00 per student as a limit without receiving prior authorization from member districts.
- Although the previous document referred to ensuring compliance with all of the services presently provided by TIES, there is strengthened language in the agreement to articulate the privacy and security requirements for student and financial data for the member districts.
- The specific requirements for telecom and internet service to qualify for e-rate financing were made stronger. There is language added to articulate that “TIES Region 7” is going to become “Sourcewell Technology Region 7” on the list of potential telecom service providers.
- In regard to specifically insuring the TIES building assets, each of the 45 member districts will be specifically and individually named on the insurance contracts. This was recommended so that it is clear that the districts individually and collectively are protected.

With the addition of these changes, it seemed clear during the conference call that all of the member districts are going to be agreeing to the reorganization. Member districts hope that the property sells fast, and for a price that exceeds the remaining debt. If this happens, there could be a rebate to the remaining members.

There needs to be a formal resolution approved by each member district school board. I will present the resolution for your consideration of the TIES Reorganization Agreement at our August 7th School Board Meeting.

Additional information that was shared in the conference call includes:

- The current debt obligation is \$2.8 million.
- After the receipt of the debt service fees recently collected, the debt obligation is \$2.3 million.
- A recent appraisal of the building placed the value higher than \$2.8 million.
- Operation costs are estimated to be \$600,000 per year.
- The building is being marketed and there have been many walk-throughs. Multiple investment groups have been through the building more than once.
- More than one participant on the call urged a quick sale.

Additional information gained through a phone call to Shana Finnegan from TIES on 7/31/2018:

- At least three entities have expressed that they will be making offers to purchase the building.
- Prior to July 1, 2018 there were 48 member districts.
- Three member districts paid a higher price to completely release any future liability with the TIES building asset.
- The remaining 45 schools include: SSD 6, ISD 191, 194, 195, 195, 197, 200, and 917.

Recommendation:

I recommend approval of the resolution before the school board to approve the TIES Reorganization Agreement.

Mark A. Zuzek

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.

This is a separate signature page of the Member District identified below above the signature line to the TIES Reorganization Agreement and to the Amended Joint Powers Agreement of Sourcewell Technology (f/k/a TIES), subject to approval and ratification by Member District's governing board, and shall constitute evidence of such Member District's intent to be bound by the same.

Name of Member District:

SCHOOL DISTRICT #: _____

Signature: _____

Print Name: _____

Print Title: _____

Print Date: _____

Exhibit A

List of Member Districts

Exhibit B

Form of Member District Board Resolutions Approving Reorganization

Exhibit C

Form of Amended Joint Powers Agreement

Exhibit D

Form of TIES Executive Committee Resolutions Approving Reorganization

Exhibit E

TIES Building Assets

Exhibit F

Member District Summary Term Sheet Template

Schedule 3.1

TIES Disclosure Schedule

Exhibit A

List of Member Districts

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

Exhibit B

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 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 a 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 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.

Exhibit D

TIES Technology and Information Educational Services Executive Committee Meeting

Approving TIES Reorganization, Definitive Agreements, and Admission of Members

At a special meeting of the TIES' Executive Committee (the "EC") on July 2, 2018, the following resolutions were proposed and approved by the EC:

WHEREAS, TIES 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, pursuant to a resolution of the TIES Joint Powers Board (the "TIES Board") dated June 29, 2017, TIES' management and the EC completed a two-phase review of TIES' governance as well as the projected costs for TIES to continue as a going concern or dissolve, and TIES' management presented the results of these reviews to the TIES Board in November and December 2017; and

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 EC to actively pursue potential business opportunities with third parties in order to achieve two objectives for the then current 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 (defined below) to best achieve the Objectives; and

WHEREAS, after consideration and discussion with TIES management and legal counsel, and review of the Definitive Agreements (defined below), the EC has determined that it is in the best interests of TIES and the Member Districts to structure the transaction as a “Reorganization” of the existing TIES joint powers entity in order to achieve the Objectives; and

WHEREAS, the EC’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 EC has determined that it is in the best interests of TIES and its current member school districts which are identified in the attached Exhibit A (the “Member Districts”) to enter into a transaction involving the Reorganization of TIES’ membership and governance along with Sourcewell, Metropolitan Educational Cooperative Service Unit, a service cooperative established pursuant to Minnesota Statutes Section 123A.21 (“Metro ECSU”); and

WHEREAS, the EC desires to approve the Reorganization as set forth in the TIES Reorganization Agreement attached hereto at Exhibit B and the Amended Joint Powers Agreement attached hereto at Exhibit C (collectively, the “Definitive Agreements”), which are incorporated herein substantially in the form attached hereto, subject to changes as described in Paragraph 6, and to submit the same to the TIES Board for consideration, approval and ratification; 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); 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 involves in part the admission of Sourcewell and Metro ECSU as Governing Members of TIES, and the reclassification of membership of the Member Districts as Limited Members of TIES, in accordance with the terms set forth in the Amended Joint Powers Agreement; and

WHEREAS, the EC 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, Article V, Section F of the TIES Bylaws provides that the Executive Committee exercises the powers and performs the duties delegated to it by the Board; and

WHEREAS, Minnesota Statutes Section 471.59 provides that two or more governmental units may by action of their governing bodies enter into a joint powers agreement for the joint or cooperative exercise of any power common to the contracting parties or any similar powers.

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.

2. Approval of Definitive Agreements

RESOLVED FURTHER, that the Reorganization Agreement presented to the EC and attached hereto as Exhibit B, be, and the same hereby is, approved.

RESOLVED FURTHER, that the Amended Joint Powers Agreement presented to the EC and attached hereto as Exhibit C, be, and the same hereby is, approved.

3. Affirmation of Admission of Sourcewell and Metro ECSU as Members

RESOLVED FURTHER, that the EC affirms the admission of Sourcewell and Metro ECSU as Governing Members of TIES pursuant to the Amended Joint Powers Agreement, to be effective as of the Effective Date, contingent on the consummation of the Reorganization.

4. Continuation of TIES Entity

RESOLVED FURTHER, that the EC 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.

5. Submission to Member Districts

RESOLVED FURTHER, that the Definitive Agreements substantially in the form attached hereto, subject to changes as described in Paragraph 6, shall be submitted to the governing board of each Member District for consideration and approval.

6. Authorizing Resolution

RESOLVED FURTHER, that any one officer of TIES, including, without limitation, the Executive Director or Chief Operating Officer, is hereby authorized and directed to execute the Definitive Agreements substantially in the form attached hereto, with such changes as such officer deems necessary or appropriate acting upon the advice of counsel, and 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 any officers of TIES 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.

The motion for adoption of this resolution was brought by Member

DR. Joshua Swanson, seconded by Member Denise Pontrelli

and upon roll call vote being taken, the following voted in favor thereof:

DR. Joshua Swanson, Dr. Scott Thielman, DR. Deb Henton,
Mike Bash, Denise Pontrelli, David Law

and the following voted against the foregoing resolutions none.

By:


David Law, Chair Executive Committee

Date: July 2, 2018

Exhibit E
TIES Building Assets

TIES Building

All buildings, structures, and improvements located in, on, or about the real property described below, together with any and all easements and other rights appurtenant thereto:

Street Address: 1667 Snelling Ave N., Falcon Heights, MN 55108

Legal Description:

PARCEL 1:

The West 150 feet of the East 160 feet of the North 283 feet of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 29, Range 23, West of the Fourth Principal Meridian.

(Registered Property)

PARCEL 2:

The East 250 feet of the North 500 feet except the West 150 feet of the East 160 feet of the North 283 feet of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section Twenty-one (21), Township Twenty-nine (29), Range Twenty-three (23) West of the Fourth Principal Meridian, reserving to the regents of the University of Minnesota a perpetual easement for ingress and egress over all that part of the above described property which is West of Hollywood Court (a street located in "Crossroad Court") and which is between the North line of Hollywood Court extended Westerly, and the South line of Hollywood Court extended Westerly, according to the Government Survey thereof.

(Registered Property)

PARCEL 3:

The Westerly 133 feet of the Northerly 318 feet excepting therefrom that part taken for Larpenteur Avenue, of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter, Section 21, Township 29, Range 23.

PARCEL 4:

The North Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter, except the West 133 feet thereof, in Section 21, Township 29, Range 23, Ramsey County, Minnesota, except that part taken for Snelling and Larpenteur Avenues.

PARCEL 5:

The part of the West 133.00 feet of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 29, Range 23, which lies South of the North 318.00 feet thereof, and which lies North of the South 330.00 feet, Ramsey County, Minnesota.

(Registered Property)

TIES Building Assets

- TIES Building (as described above in this Exhibit E); and
- All furniture and fixtures located in the TIES Building (e.g., tables and chairs, file cabinets, cubicle partitions, window coverings, floor coverings, file cabinets). The TIES Building Assets excludes any and all computers, computer and technology systems (including all hardware, software, and related equipment), office equipment and machines, and any other personal property used in connection with, or necessary to, TIES's performance of services and delivery of work product to the Member Districts (collectively, the "TIES Personal Property").

Exhibit F



Member District Payment Summary Sheet

District name:

*District student enrollment: - (A)

Listing of Debts and Liabilities

	<u>Amount</u>	
Line of credit	\$ -	
Salaries and benefits payable	-	
Accrued interest payable	-	
Due to other governmental units	-	
Unearned revenue	-	
Capital leases payable	-	
Net OPEB liability	-	
Total Debts and liabilities	<u>\$ -</u>	(B)
 Revenue shortfall:	 \$ -	 (C)
 *Total students enrolled at Member Districts:	 -	 (D)
 Payment per student enrolled:	 \$ -	 (E) = (B+C) / (D)
 **Total district payment:	 <u>\$ -</u>	 (A)*(E)

* The determination of student enrolled is based on student enrollment numbers reported by districts to MDE as of October 1, 2017. The enrollment figures were taken from the FY17-18 Special Population report. The formula used to determine the student count from the report is as follows: (EC12 Enrollment "All Grades") - (Voluntary Pre-K "PK") = Students Enrolled.

** The initial payment of debts and liabilities is subject to a true up based on audited financial statements as of June 30, 2018. **Payment is due by July 27th, 2018.**

Schedule 3.1

TIES Disclosure Schedule

None.

**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.

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.

2018-2019 SCHEDULE OF SPECIAL SCHOOL BOARD AGENDA ITEMS

2018-2019

MONTH	DATE	LOCATION	PROG. REPORT & SPECIAL ITEMS
July	15		Temporary Employee Report Health & Safety Plan Review Student and Staff Handbooks Accounts Receivable Aging Report Substitute Teacher Approve and Set Lunch Prices MOA with Member Districts Committee Assignments
August	21		TIES Reorganization Agreement Program Assistant Contract
September	4		Review Operational Focus for 2018-2019 Review Annual Policies <ul style="list-style-type: none"> • 214 Out State Travel • 413 Harassment and Violence • 414 Mandated Reporting of Child Neglect, etc. • 415 Mandated Reporting of Maltreatment • 6.31 Student Discipline • 411 Bullying • 6.32 Student Sex Nondiscrimination • 490 Internet use
October	2	Concord Education Center	Assurance of Compliance Enrollment Report Temporary Employee Report Accounts Receivable Aging Report

November	6	Revenue and Expenditure Report/Nicolle
December	4	Auditor's Report Sp. Ed. Employee & Teacher of the Fall Quarter Construction Trades House
<u>2019</u>		
January	8, 2019	Temporary Employee Report MIS Update Accounts Receivable Aging Report
January	22	Board Work Session – Goals Update Review Revised Budget
February	5	Legislative Update Resolution Directing Admin. to Make Recommendations for Reductions in Programs and Positions and Reasons Therefore Approve Revised Budget
March	5	Sp. Ed. Employee & Teacher of the Winter Quarter Legislative Update Additional Programs/Program Expansion/Deletion
April	2	Sp. Ed. Employee & Teacher of the Winter Quarter Temporary Employee Report Resolution Terminating Probationary Teachers Resolution to Place Continuing Contract Teachers on ULA Accounts Receivable Aging Report
April	16	Board Work Session – 2019-2020 Budget Review
May	7	Review and Approve Blood Borne Pathogens Exposure Control Plan Construction Trades House Annual Wellness Policy Goals Update
June	11	Adopt Budget FY 20 Resolution Terminating Probationary Support Service Staff Supt's Salary Long-term facility maintenance Levy Distribution Proposal 10-Year Maintenance Plan Resolution Safe Schools Levy Lease Levy