

INDEPENDENT SCHOOL DISTRICT #832
STUDY SESSION – BOARD OF EDUCATION
Friday, June 29, 2007 - 7:00 AM
Mahtomedi District Education Center - Community Room

The Mission of the Mahtomedi School District No. 832, as a multi-community public school system, is to provide individually challenging, lifelong learning experiences for all people, leading to productive and self-fulfilling roles in a global society, accomplished through partnerships with students, families, staff and communities all committed to excellence.

- AGENDA -

1. CALL TO ORDER
2. ROLL CALL OF ATTENDANCE
3. DISCUSSION/INFORMATION ITEMS
 - A. Discuss Johnson Controls, Inc. and Center for Efficient School Operations (CESO) Contracts 2
 - B. Review Technology Plan (2008-2011) 22
 - C. Discuss Meeting with Teachers Regarding Graduation - Purpose and Process
 - D. Review Proposed Schedule Changes for the Regular School Board Meetings and Study Sessions
 - E. Review 2007-2008 Enrollment and Class Size Considerations
 - F. Review Policy 503 - Student Representation on School Board 31
 - G. Discuss Global Education Partnership Proposal 32
 - H. Other Items
4. ADJOURNMENT

**COMPREHENSIVE FACILITIES PLAN (“PLAN”)
DEVELOPMENT & IMPLEMENTATION AGREEMENT**

PARTIES: Independent School District No. 832 (ISD 832 or District)
 1520 Mahtomedi Avenue
 Mahtomedi, Minnesota 55115

Johnson Controls, Inc. (JCI or Johnson Controls)
 1801 67th Avenue North
 Minneapolis, Minnesota 55430

Overview

1. ISD 832 is contracting with JCI Solutions Professional Services Group to develop and implement a Comprehensive Facilities Plan for the District. Professional services to be provided by JCI include, but are not limited to: assessment, communication, planning, financial solution development, program management, architecture, engineering, construction management, commissioning, and performance guarantees. To develop and implement the Comprehensive Facilities Plan in a timely and logical manner, a three-phase approach will be used. This Agreement defines the obligations of both parties during each phase. The Parties to this Agreement understand and agree JCI shall be issued specific Job Orders or Project Specific Agreements that outline particular scopes of work. Those Job Orders or Project Specific Agreements shall incorporate this Agreement and the attachments hereto. Further, the Parties understand and agree that the Terms and Conditions attached hereto as Attachment D shall govern their respective obligations, rights and remedies. The District shall not terminate the Master Agreement or subsequent Project Specific Agreements for convenience. Termination shall only be allowed if the party in default fails to cure within thirty (30 days) after being given written notice of the default and an opportunity to cure. However, the District retains the right to proceed with all, some or none of the recommended Phase III work, in its sole discretion.

Scope of Work

2. The scopes of work for phases I, II, and III are defined on Attachments A, B, and C (the “Work”). The purpose of Phases I and II is to have JCI formulate a Comprehensive Facilities Plan for the District. The purpose of Phase III is to implement the Plan, once it is approved by the Board of Education. To ensure the benefits associated with JCI’s recommendations are realized by the District, all professional services required to deliver Phase III shall be provided by JCI. JCI will conduct a selection process to ensure that the appropriate architect is selected based on the needs identified in the facilities plan (see attachment C).

Price and Payment Terms

3. Phases I and II: The costs associated with Phase I and II shall be paid following the completion of Phase I and Phase II (PI and PII) Work and the presentation of the Final Plan to the Board of Education. The District agrees to pay JCI a total lump sum combined fee for Phases I and II of \$90,000. This fee is included in the fee structure established in Attachment C and therefore is part of the PIII cost.
4. The District will not incur expenses to develop the comprehensive plan until PII work is complete and the Final Plan presented to the Board of Education.

5. If PI and PII are not successfully completed by JCI for any reason, JCI shall receive a prorated payment based on the percentage of its completed Work, divided by the total Work to be performed, multiplied by \$90,000. Overhead and Profit shall be paid only as it relates to Phase III (PIII) professional services and PIII Work and not in PI or PII Work. The District shall determine, based on the scope of work in Attachment A and B, whether PI and PII work are successfully delivered by JCI. If the District elects to proceed with PIII, then the District shall execute a written notice to proceed to JCI and execute any necessary contract documents or amendments to this Agreement required for JCI to begin the PIII Work. If the District does not proceed with PIII Work, then the District is not obligated to execute any additional contract documents with JCI for PIII Work. The District, however, agrees it shall not proceed with PIII Work with any company other than JCI for the term of this agreement.
6. Phase III: Should the District agree to proceed with Phase III, the district shall use JCI to provide professional services associated with Phase III: Implementation of the Comprehensive Facilities Plan. Phase III Work shall include, but not be limited to the following Projects: new construction, additions, remodeling, renovation, repairs, energy conservation measures, and other facilities improvements with the exception of FF&E and existing roofing and tuck pointing projects, which will be managed by the District. For Phase III Work, ISD 832 shall issue separate Project Agreements consistent with the compensation in this Master Agreement, Attachment C ("PIII Fees") and the Terms and Conditions in this Master Agreement, Attachment D. JCI agrees that all Phase III Work managed or performed by them will not violate the Minnesota prohibition on design-build contracts awarded without competitive bidding to the low bidder, and that the selection and hiring of others to complete the actual construction work will comply with the competitive bidding laws in Minnesota.
7. Following the receipt of a notice to proceed, JCI shall commence Phase III Work, excluding preparatory work. The District understands JCI will commence substantial preparatory work in advance of the commencement of Phase III work, but the District is not obligated to pay JCI for such preparatory work if the Plan is not approved by the Board of Education, or if financing is not secured for PIII. Such preparatory services shall be defined in advance of their commencement with written notice provided to the District or in the PIII Project Agreements if they are completed prior to the commencement of such services. JCI shall be entitled to bill for all Work completed in advance of receiving a formal notice to proceed with Phase III as long as PIII financing is secured.
8. Payment for all Phase III services will be paid on a progress billing basis. Progress billings will commence upon approval of the Plan by the Board of Education. All Work completed by JCI will be billed in accordance with the Fee Schedule outlined in Attachment C to this Master Agreement.
9. The District and JCI agree all Phase III Work shall be conducted in accordance with the Terms and Conditions outlined in Attachment D to this Master Agreement. In the event the Phase III Work is approved by the District and later is terminated by the District, JCI shall be entitled to payment for all fees and costs it incurs through the date of termination, including preparatory work completed in anticipation of Phase III Work, plus reasonable overhead and profit. NOTE: An agreed upon method of calculating reasonable overhead and profit will be developed prior to the completion of PII.

Ownership of the Documents

10. To the maximum extent permitted by applicable Law, all Documents, produced for Phase III by JCI, and all copyrights, trademarks, and patents, including without limitation, the right to all copies thereof (e.g., negatives, sketches, drafts, originals, electronic media) and all of the exclusive rights listed in 17 U.S.C. 106 shall for all purposes belong to and be owned exclusively by JCI, and JCI shall have the right to use, reproduce, and to make derivative works from the Documents. To the maximum extent permitted by applicable Law, the Documents shall be deemed "works made for hire" owned by JCI. The District agrees

it shall not use the work product created by JCI for Phase III for any reason other than to complete the Projects contemplated by such work product and for internal use for operations and maintenance.

11. After the Final Long Range Facilities Plan is approved by the Board of Education and JCI receives a written notice to proceed for Phase III Work, the Parties agree the District shall be allowed to use JCI's work product, as-built plans, documents, and concepts created during Phase I and II, during the time period Phase III is being completed in order to facilitate the repair and maintenance of its Properties and an ongoing basis for its own internal use.

The District and JCI agree the work product created by Phase I and II is proprietary information and may be copyrighted by JCI. The District shall not sell, share or distribute the work product created as a result of JCI's Work to any party, individual or entity. The District has no right or title to the work product and shall not use the work product for any purpose other than those purposes directly benefiting the project described in this Agreement. JCI has the right to use, reproduce, and to make derivative works from documents and other data generated or collected during the completion of Phase I and II Work. If JCI seeks to use information collected during Phases I, II, and III, and if such information is specific to the District or if it may be private or confidential information regarding students, employees or the District, then the consent of the District shall be required to use such District specific information. The preceding paragraphs are subject to the District's obligations under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g.

The District is entitled to keep electronic and hard copies of the work products, including plans, specifications, and construction documents, created pursuant to the Project Specific Agreements. The District may, after receiving JCI's written approval, provide such documents to other professional service providers that the District may retain after JCI's Work is completed to assist with the construction, repair, maintenance, and preservation of its properties. JCI's approval shall not be unreasonably withheld.

12. This Agreement shall expire three years (36 months) after JCI receives the written notice that the board that they are proceeding with this contract, or three years (36 months) after the Board of Education approves and receives funding for the Phase III Work, which ever occurs later. This Agreement may be extended beyond the original Three-year term upon the mutual agreement of both Parties.

Acceptance

To accept this Agreement in its entirety, including Attachments A, B, C and D please sign where indicated below.

ACCEPTED FOR ISD 832

ACCEPTED FOR JCI

BY: _____
Denise Sundstrom, Director of Business Services

BY: _____
Arif Quraishi, Area Solutions Manager

DATE: _____

DATE: _____

PHASE I – Assessment

During Phase I, Johnson Controls will provide comprehensive project development services, including:

1.0 Communication

- 1.1 Assist with development of a community outreach program
- 1.2 Assist with development of communications collateral
- 1.3 Present process overview and assessment updates to the District and stakeholder groups
- 1.4 Meet with local media (radio, television, newspaper, etc.), as needed
- 1.5 Organize tours of Mahtomedi schools and neighboring school districts
- 1.6 Provide process updates for the District’s website
- 1.7 Provide updates to the Board of Education, as needed

2.0 Ideation Workshops

Johnson Controls will facilitate a series of meetings with key stakeholder groups to gather their input. If applicable, the stakeholder groups may include the Board of Education, Principals, Teachers, PTSA/Site Council Representatives, Union Representatives, Special Education Council and Students. During the workshops, participants will complete facility needs assessments using a variety of Johnson Controls’ tools. The output of these meetings is to define a collective vision for the District, from educational needs to facility improvements.

3.0 Data Gathering & Analysis

Data gathering and analysis during the Assessment Phase will focus on the following areas:

Facility Condition	Educational Adequacy	District Demographics
Deferred Maintenance	Programming	Historic Trends
Utility Expense	Safety & Security	Projections
IAQ Concerns	Building Capacity	Ethnic Diversity
Interiors/Structure/Envelope	Educational Support Areas	School Locations
ADA Compliance	Breakout Spaces	Housing Starts
Lots/Walks/Fields	Instructional Aids	Competition
Mechanical/Electrical	Classroom Size	Economic Study
Savings Potentials	Physical Attributes	Transportation Needs

In order to help control costs during the Assessment Phase, the District agrees to provide access to District personnel and internal information to the extent permitted by the law. JCI agrees that it will maintain the confidentiality of all private or confidential information.

4.0 Deliverable

A comprehensive report containing audit findings and potential solutions.

PHASE II – Plan Evaluation

Utilizing the comprehensive report from Phase I, Johnson Controls will help the District formulate the Comprehensive Facilities Plan. It is expected that the plan will be objective and identify all financial resources necessary to execute it. The plan will likely include updating, renovation, and possible replacement of some buildings. At a minimum, Johnson Controls services during Phase II will include:

1.0 Presentation & Revision of Preliminary Plans

- 1.1 Identify renovations and updates needed at each school, including cost estimates
- 1.2 Identify efficiency improvements, including cost/benefit analysis
- 1.3 Demonstrate that savings potential identified exceeds development costs
- 1.4 Present impact of demographics on school locations and number of schools needed
- 1.5 If new or replacement schools are needed, provide budgets and justification
- 1.6 Prepare financial solutions, including identification of funding sources
- 1.7 Based on feedback, provide recommendations and revise plans, as needed

2.0 Ideation Workshops

Utilizing professional consensus building tools and techniques, Johnson Controls will facilitate a series of meetings with key stakeholder groups to gather their input on the preliminary plans. The input from these meetings will be used to prepare a draft Comprehensive Facilities Plan.

3.0 Communication

- 3.1 Facilitate consensus building
- 3.2 Assist the development of a communications plan
- 3.3 Assist with development of communications collateral.
- 3.3 Present draft plans to the District and multiple stakeholder groups
- 3.4 Conduct public opinion polling using an independent third party (selected/contracted by District), as needed
- 3.4 Meet with local media (radio, television, newspaper, etc.), as needed
- 3.5 Provide updates to the Board of Education, as needed

Once a preliminary strategic facilities plan is developed, Johnson Controls and the District may provide formal opportunities for the community to review and comment on the plan. Ultimately, the outcome of this phase will be a strategic Comprehensive Facilities Plan that the Board of Education can act on. It is expected that the Board of Education will officially consider the final plan late in 2007, unless an alternate timeline is agreed to by the parties.

4.0 Deliverables

A Comprehensive Facilities Plan that can be presented to the Board of Education for consideration, along with supporting justification.

PHASE III – Actualization

Renovations and updates included in the Plan may begin immediately following board approval. As Program Manager for the plan, Johnson Controls will provide all of the professional services, including, but not limited to: program management, planning, architecture, engineering, construction management, and commissioning, required to deliver the Plan. To deliver these services, Johnson Controls may utilize the services of sub-consultants. The district will have the right to interview 2-3 Architects that will be pre-qualified by JCI and the Owners Representative. The District will have the right to reject the selection of these or any sub-consultants. JCI expects it will utilize the services of architects, engineers and other outside professionals to assist it in the performance of JCI’s professional services. The District retains the right to proceed with all, some or none of the recommended Phase III work, in its sole discretion.

This Schedule of Professional Service Fees provided in the Comprehensive Facilities Plan will serve as the basis for payment terms negotiated pursuant to Attachment D.

1.0 Next Steps

- 1.1 Based on scope of work stipulated in the Comprehensive Facilities Plan adopted by the Board of Education, draft professional service Project Agreements required to implement the Plan.
- 1.2 Work with District’s financial advisor to finalize the financial strategy.
- 1.3 Prepare and present documentation as required by the Minnesota Department of Education to secure funding, including bonding and levy authority (to include Review and Comment).
- 1.4 Work the District to develop an implementation phasing plan.

2.0 Professional Services

- 2.1 To implement the Comprehensive Facilities Plan approved by the Board of Education, JCI will include, but not be limited to: all program management services, all architectural services, all mechanical, electrical, structural, and civil engineering services, commissioning services as required by Minnesota Statute 123B.72 and defined by the Minnesota Department of Education, and construction management services. JCI will provide the aforementioned services either directly or using qualified sub-consultants. The Owner retains the right to hire an independent Owner’s Representative directly. Commissioning will be done by a third party that is acceptable to the district.
- 2.2 Professional services do not include construction contracts. Construction contracts will be entered into by the District and the Contractors, not with JCI. Construction bidding and awards will be subject to applicable Minnesota and Federal law, including any competitive bidding requirements which may be applicable.

3.0 Compensation

For Basic Services as described in Attachment D, Johnson Controls’ will be responsible for planning, design and construction oversight, our fees will be consistent with industry standards. The following Professional Services will be provided by Johnson Controls:

Professional Service Category
Program Management
Architecture
Engineering (mechanical / electrical)
Commissioning
<i>Project Delivery Method</i>
Construction Management (CM)
General Contractor

The total fees for the aforementioned services will be calculated by multiplying the total estimated construction costs by the percentages listed below:

Project Delivery Method: Construction Management – 17% (New Construction) 18% (Renovation)
General Contracting – 14%-16%

Both Parties agree to be bound for all Phase III professional services to the terms and conditions contained in Attachment D.

3.1 If professional services are required that have not been defined above, or which differ from those defined above, the Parties agree to negotiate reasonable fees based on typical industry rates. Construction Observation services that exceed traditional Construction Observation services pursuant to the standard contracts, shall be compensated pursuant to negotiations between ISD 832 and JCI.

4.0 Communication

- 4.1 Assist the development of a communications plan
- 4.2 Assist with development of communications collateral
- 4.3 Assist with development of a bond campaign, as needed
- 4.4 Present an overview of the Plan to stakeholder groups, as required
- 4.5 Meet with local media (radio, television, newspaper, etc.), as needed
- 4.6 Provide progress updates for the District’s website
- 4.7 Provide updates to the Board of Education, as needed
- 4.8 Work with the Department of Education and other governmental agencies, as needed

TERMS & CONDITIONS FOR PROFESSIONAL SERVICES

The Parties both agree to work in good faith to negotiate terms and conditions (T&C) for Professional Services identified in Attachment C. When completed, the T&C for each project or group of projects, will be attached and serve as an addendum to this Agreement. The Parties both agree to work together to complete the T&C(s) by March, 2008. The T&C(s) shall not contain language allowing the District to terminate this Agreement or subsequent Project specific Agreements for convenience. Termination shall only be allowed if the party in default fails to cure after being given notice of the default and an opportunity to cure within thirty (30) days of written notice to the defaulting party. However, the District retains the right to proceed with all, some or none of the recommended Phase III work, in its sole discretion.

AGREEMENT
BETWEEN OWNER AND OWNER'S REPRESENTATIVE
For
MAHTOMEDI PUBLIC SCHOOLS

DATED:
May 16, 2007

BY AND BETWEEN:
MAHTOMEDI PUBLIC SCHOOLS
AND
THE CENTER FOR EFFICIENT SCHOOL OPERATIONS

AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE

THIS AGREEMENT BETWEEN OWNER AND OWNER'S REPRESENTATIVE (the "Agreement") made effective as of May 16, 2007, is between Mahtomedi Public Schools, ("Owner"), whose address is 1520 Mahtomedi Avenue, Mahtomedi, Minnesota 55115, and **THE Center for Efficient School Operations, L.L.C.** ("Owner's Representative"), whose address is 555 Wildwood Avenue, Birchwood, Minnesota 55110 for services in connection with the new elementary school and capital improvements at existing facilities.

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE 1 RELATIONSHIP OF THE OWNER AND OWNER'S REPRESENTATIVE

1.1 SCOPE OF AUTHORITY

Owner hereby appoints Owner's Representative as the agent of the Owner to perform the Services (as defined in Article 2 of this Agreement), and Owner's Representative hereby accepts such appointment and agrees to perform such Services in accordance with the terms and conditions of this Agreement. Owner's Representative and Owner accept the relationship of trust and confidence established between the parties to this Agreement.

1.2 STANDARD OF CARE

Owner's Representative covenants with Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of good project consulting practice. Owner's Representative will provide all Services in a competent manner. It is understood that some of the Services to be rendered hereunder require professional judgment and skill. In those cases Owner's Representative will adhere to the standards of the applicable profession. Owner's Representative will furnish efficient business administration, project management services and will use its professional efforts at all times in an expeditious and economical manner to further the interests of Owner. Owner's Representative shall not be liable to Owner for any good faith error in judgment, nor for any good faith act or omission taken by Owner's Representative in performing the Services.

1.3 LIMITATION ON RESPONSIBILITY

In providing the Services, Owner's Representative will promote a working relationship with other consultants and professionals, such as contractors, construction managers, architects and engineers (collectively, the "Other Contractors") with whom Owner contracts to provide various services on the Project. Nothing contained herein shall be construed to mean this Agreement supplants or conflicts with, or that Owner's Representative assumes any of such Other Contractors' respective contractual obligations or customary duties and responsibilities. Owner's Representative shall not be liable or responsible for: (i) the construction means, methods, techniques, sequences or procedures, or safety precautions and programs utilized by Other Contractors; (ii) Other Contractors' failure to perform under their respective contracts or the adequacy or quality of Other Contractors' work; (iii) the adequacy or accuracy of all or any part of the Project design; (iv) the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project; or (v) delays in performing the Services resulting from delays caused by Other Contractors. Owner's Representative does not have control over and shall not be responsible for the acts or omissions of any Other Contractors

or their respective subcontractors, agents or employees, or any other persons performing work on the Project who are not employees of the Owner's Representative.

**ARTICLE 2
SCOPE OF SERVICES**

Owner's Representative will provide those consulting services ("Services") as described in Attachment A, "Summary of Services", incorporated in this Agreement. This Agreement may be modified upon the written mutual agreement of the parties to include additional services or to change other terms. Services performed with respect to the Project prior to the date of this Agreement shall be deemed to have been performed under the terms of this Agreement.

**ARTICLE 3
TERM OF AGREEMENT**

This Agreement shall be effective as of the date hereof and shall continue until the Services are completed, or until this Agreement is terminated in accordance with its terms, whichever occurs first. The Services will be considered complete when Owner has received and found acceptable the finished product of all Services subject to the defined time frames described in Attachment A.

**ARTICLE 4
PERSONNEL/ORGANIZATION**

4.1 PROJECT TEAM

Services provided by Owner's Representative will be performed by an experienced, highly qualified, integrated team.

4.2 KEY PERSONNEL

The following personnel are considered to be essential to the provision of adequate services by Owner's Representative.

<u>Name</u>	<u>Function</u>
Chuck Corliss	Principal
Bill Hase	Field Review
Terry Johnson	Technical Services & Oversight of Commissioning

4.3 SUBSTITUTION OF KEY PERSONNEL

Owner's Representative shall give Owner reasonable advance notice of any necessary substitution of key personnel and shall submit justification therefore in sufficient detail to permit Owner to evaluate the impact of such substitution on Owner's Representative's performance under this Agreement. No substitutions shall be made without the prior written consent of Owner, which consent shall not be unreasonably withheld.

4.4 REMOVAL OF PROJECT PERSONNEL

Upon providing written notice to Owner's Representative and for good cause shown, Owner may direct the immediate removal from the Project of any personnel of Owner's Representative whose continued involvement in the opinion of Owner, is not in the best interest of the Project. Owner's Representative, upon receipt of such written notice, shall have five business days to provide Owner with the name and summary of credentials of proposed replacement(s) for those persons removed. The participation of replacement personnel shall be subject to approval by Owner, which approval shall not be unreasonably withheld.

4.5 TERMINATION OF PROJECT PERSONNEL

If during the term of this Agreement any of said key personnel are no longer employed by Owner's Representative for any reason, then Owner's Representative shall assign new staff members with equivalent responsibilities and advise Owner within two (15) business days.

ARTICLE 5 OWNER'S REPRESENTATIVE'S COMPENSATION

Owner shall compensate Owner's Representative as set forth in Attachment B, which is attached and incorporated into this Agreement. Invoices for fees and disbursements will be issued monthly and are payable within 30 days of receipt of the invoices.

ARTICLE 6 OWNER'S RESPONSIBILITIES

6.1 Owner shall provide to Owner's Representative full information regarding Owner's requirements for the Project.

6.2 Owner shall examine information submitted by Owner's Representative and shall render decisions pertaining thereto promptly, in order to avoid delay in the progress of the Project.

6.3 Owner's Representative shall be entitled to rely upon the accuracy, timeliness, and completeness of information, surveys, and reports furnished by Owner and any Other Contractors.

6.4 Owner shall furnish required information and approvals as expeditiously as necessary for orderly progress of the Project and shall endeavor to adhere as closely as possible with the time conditions for such Owner activities as set out in approved schedules for the Project.

6.5 Agreements between Owner and its Other Contractors shall be compatible and consistent with this Agreement, and such agreements shall recognize Owner's Representative as Owner's agent to provide the Services under this Agreement.

6.6 Owner's contact for the Project is **Denise Sundstrom, Director of Business Services and her designee, Phil Belden, Supervisor Buildings and Grounds**. Said Owner's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by Owner's Representative, to render or convey decisions and to furnish information in a timely manner.

ARTICLE 7 EQUAL EMPLOYMENT OPPORTUNITY

Owner's Representative shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, or marital status, change in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, or marital status, changes in marital status, pregnancy, or parenthood. Owner's Representative shall take affirmative action as required by law to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or marital status.

**ARTICLE 8
OWNERSHIP OF DOCUMENTS**

The originals of all work product developed by Owner's Representative under this Agreement shall become the property of Owner and, if requested by Owner, shall be delivered to Owner upon completion of the Services; provided, however, Owner's Representative may include in its promotional materials (with the mutual understanding of the Owner) for purposes of new business development, a description of the Services provided by the Owner's Representative hereunder as well as graphics and photographs of the Project.

**ARTICLE 9
REPORTS AND ACCOUNTING RECORDS**

Owner's Representative will prepare and submit regular reports of Project status to Owner during the term of this Agreement and as specified in the applicable provisions of and the Attachments to this Agreement. Additional reports will be prepared and submitted to Owner when appropriate and at the request of Owner.

**ARTICLE 10
INSURANCE**

10.1 The Owner's Representative shall procure and maintain, in full force and effect, during the time of the performance of the Services provided for in this Agreement, the following policies of insurance: commercial general liability insurance with minimum limits of \$500,000 per person and aggregate and property damage including contractual liability of \$500,000 for each occurrence; and (ii) statutory Workers' Compensation as well as Employer's Liability Insurance with a limit of not less than required by the laws of the State of Minnesota.

10.2 Owner shall purchase and maintain, for its benefit and for the benefit of the Owner's Representative, at Owner's sole cost and expense, (i) general liability insurance coverage, (ii) professional liability insurance coverage, (iii) property insurance coverage written on a builder's risk "all risk" basis.

**ARTICLE 11
INDEMNITY**

11.1 To the fullest extent permitted by law, Owner's Representative shall indemnify and hold harmless Owner, its officers, and employees (collectively, "Owner Indemnities") from and against all claims, suits, damages (including, without limitation, any damages or injury to persons or property), losses, fines, penalties, costs and expenses, including but not limited to attorneys' fees and expenses, causes of action and liabilities (these are collectively referred to as "claims"), arising out of or resulting from or in connection with the performance of the Services under this Agreement, provided that any such claim is caused by any negligent act or willful misconduct of Owner's Representative or any of Owner's Representative's employees or anyone for whose acts any of them may be liable. This provision, however, shall not apply, and Owner's Representative shall have no indemnification or hold harmless obligation with respect to any of the foregoing that result from actions or inactions taken by Owner's Representative's employees in accordance with the instructions or directions of any Owner Indemnities. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or

contribution which would otherwise exist as to any Other Contractors. The indemnities contained in this paragraph shall survive the expiration or termination of this Agreement. Nothing herein shall allow a party to be indemnified against its own negligence.

11.2 To the fullest extent permitted by law, Owner shall indemnify, hold harmless and defend Owner's Representative, its officers, sub consultants and employees (collectively, "Consultant Indemnities") from and against all claims, suits, damages (including, without limitation, any damages or injury to persons or property), losses, fines, penalties, costs and expenses, including but not limited to attorneys' fees and expenses, causes of action and liabilities (these are collectively referred to as "claims"), that are brought against, imposed upon, paid or incurred by Consultant Indemnities arising out of or resulting from or in connection with: (i) the performance of the Services under this Agreement or Owner's Representative's involvement with the Project generally, except to the extent determined to have resulted from the negligence or willful misconduct of Owner's Representative, Owner's Representative's employees or anyone for whose acts any of them may be liable; (ii) actions or inactions taken by Consultant Indemnities in accordance with the instructions or directions of any Owner Indemnities; (iii) the presence, handling, removal and/or disposition of or exposure of persons to any hazardous substances or hazardous wastes (as such terms are defined in any applicable federal, state or municipal law) on or in connection with the Project, except to the extent brought onto the Project by Consultant Indemnities without Owner's consent and not in compliance with applicable law. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any Other Contractors. The indemnities contained in this paragraph shall survive the expiration or termination of this Agreement. Nothing herein shall allow a party to be indemnified against its own negligence.

ARTICLE 12 TERMINATION AND SUSPENSION

12.1 TERMINATION OR SUSPENSION FOR CAUSE

This Agreement may be terminated or suspended by either party upon at least thirty calendar days written notice if the other party fails substantially to perform in accordance with its terms and a) has not cured the declared default within thirty calendar days after receiving the notice of default, or b) the parties hereto have not mutually agreed to a plan to correct the declared default within such thirty-day period. In the event of termination due to the default of Owner, the Owner shall pay Owner's Representative: (i) all sums payable or reimbursable to Owner's Representative under this Agreement for Services performed through the date of termination.

12.2 TERMINATION BY OWNER'S REPRESENTATIVE FOR SUSPENSION

If Owner suspends or abandons the Project for a period of ninety calendar days or more for any reason other than default by Owner's Representative, then Owner's Representative may, upon giving Owner ten calendar days' written notice to resume the Project, and if Owner does not resume the Project within said ten day period, terminate this Agreement and, in addition to and not in lieu of any other rights and remedies available to Owner's Representative.

12.3 ACTIVITIES SUBSEQUENT TO RECEIPT OF NOTICE OF TERMINATION

Immediately after termination of this Agreement, Owner's Representative shall:

- (a) Stop performance of its Services upon receipt of the notice of termination or on such other date specified in the notice of termination;
- (b) place no further orders for materials, services, or facilities; and

(c) Deliver to Owner all documents, work in progress, completed work, supplies and other Material produced as a part of, or acquired in respect of, the Services performed by Owner's Representative under this Agreement.

ARTICLE 13 ADDITIONAL PROVISIONS

13.1 WRITTEN NOTICE

Any notice, demand, request or communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been given upon (a) hand delivery; (b) three (3) business days after mailing by United States Registered or Certified mail, postage prepaid, return receipt requested; or (c) next business day after being deposited with a reliable overnight express delivery courier, and sent to the party to be served with such notice at the address stated on page one of this Agreement. The address as set forth on page one of the Agreement may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

13.2 NON-SOLICITATION

Each party hereto agrees that during the term of this Agreement, and for a period of three years following the completion of services under this Agreement, neither party shall, without the written consent of the other party, directly or indirectly or through another entity (i) induce or attempt to induce any employee of the other party or any of its subsidiaries to leave the employ of such other party or its subsidiaries or in any way interfere with the relationship between such other party, its subsidiaries and their respective employees, (ii) hire any person who is or was an employee of such other party or its subsidiaries since the date of this Agreement, or (iii) induce or attempt to induce any customer or other business relation of such other party and its subsidiaries to cease doing business with such other party or its subsidiaries or otherwise disparage such other party or its subsidiaries.

13.4 Neither the Owner nor Owner's Representative shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other, except that Owner's Representative may assign accounts receivable to a commercial lender for securing loans to Owner's Representative, without the prior approval of Owner.

13.5 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Minnesota regardless of the application of the conflict of law principles of such state.

13.6 ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Owner and Owner's Representative with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Owner's Representative.

13.7 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Owner and Owner’s Representative. Owner’s Representative is not and never shall be liable to any creditor of Owner or to any claimant against the property of Owner or the Project. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall be to the benefit of any third party.

13.8 SEVERABILITY

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.9 NONWAIVER

If Owner or Owner’s Representative does not insist upon or enforce strict performance of any terms of this Agreement or exercise any rights herein conferred in any instance, this shall not be construed as a waiver or relinquishment of its rights to assert or rely upon any such terms or rights on any future occasion.

13.10 PROMOTION CREDIT

Owner agrees that whenever announcements, illustrations or information of the Project or any of its projects are released by Owner or Owner’s Representative for public information, advertisement or publicity, every effort will be made to give proper credit for Owner’s Representative’s.

OWNER: MAHTOMEDI PUBLIC SCHOOLS

By: _____

Its: _____

Date: _____

OWNER’S REPRESENTATIVE: The Center for Efficient School Operations, L.L.C.

By: _____

Its: _____

Date: _____

**ATTACHMENT A
OWNER'S REPRESENTATIVE
SUMMARY OF SERVICES**

Pre-Design Phase (May 2007 – July 2007)

During the Planning and Pre-design Phase in conjunction with School District and/or :

1. Define Client's requirements
2. Work with JCI to select Architects/Designers
3. Review RFP responses and assist in evaluation and selection
4. Review scope of Architects/Designers work
5. Review and update of existing facility assessments
6. Evaluate existing financial status and develop funding options
7. Participate on the district planning committee
8. Review Budgets and Cost Estimates & Controls
9. Assist in referendum planning and town meetings
10. Negotiate Agreements and Contracts between JCI and the District

Pre-Construction Phase (August 2007 – June 2008)

During the Construction Documents phase of design:

1. Develop a comprehensive understanding of the project status including:
 - a. Review all project documents (budgets, costs to date, drawings, infrastructure, information, and pertinent district information) as provided by others.
 - b. Meet with project team members and review project documents.
 - c. Become familiar with local entitlement issues/ processes.
 - d. Confirm master schedule and total project budget approved by School District.
 - e. Confirm project control and reporting requirements.
 - f. Confirm status of all existing project contracts and agreements and assist the District with bringing closure to any outstanding open issues related to those contracts.
2. Review and comment on construction cost estimates prepared for the project to date. Establish plan for preparation of cost estimate for the Construction Documents phase of the design.
3. Review and comment on any construction schedules prepared by the project team with emphasis on procurement, construction, intertrade coordination, phasing, equipment installation, facility commissioning activities and interface with occupancy activities.
4. Review and comment on any project mockup requirements, site logistics, and construction sequencing and phasing plans prepared by the project team.

**ATTACHMENT A
OWNER'S REPRESENTATIVE
SUMMARY OF SERVICES**

5. Review and comment on any operations and maintenance reviews of the building design and LEED/GREEN/SUSTAINABILITY cost benefit impacts.
6. Advise the District in the pre-purchase of long-lead items and special equipment, if appropriate.
7. Advise the District on methods of contracting, i.e. CM or GC.
8. Coordinate and assist the District in the preparation of the construction contract format, General Conditions, and Special Conditions and insurance requirements for issuance with the architect's contract documents.
9. Assist the District in determining bonding and insurance requirements for contractors, subcontractors and other vendors.

Procurement Phase (July 2008 – October 2008)

1. Assuming the construction delivery includes a CM or a GC, we will assist the District to engage a contractor. The process will include:
 - a. Review and distribute a request for proposal.
 - b. Prepare an analysis of the proposals.
 - c. Conduct interview(s) of the most qualified.
 - d. Assist the District in final negotiations and preparation of necessary agreement
 - e. Review and make recommendations with respect to trade-contractor bidders lists and/or material vendors proposed by contractors.
 - f. Review and analyze trade-contractor proposal(s).
 - g. Attend meetings with various trade contractors to determine extent of cost savings, schedules and other items relative to bid clarification.
 - h. Review and recommend approval of proposed trade subcontractors.
2. Consult with successful contractor and architect to interpret the contract documents and review voluntary alternates and other possibilities of economies and credits prior to award.
3. Assist the District in final negotiations of all commercial terms and conditions and final preparation of necessary agreements with successful contractor.

**Construction Phase
(November 2008 – August 2010)**

The following services will be provided on a monthly basis or more often as listed below:

1. A CESO representative will perform an on-site inspection in conjunction with regular progress payment reviews.
2. Review and comment on the contractor's project management plan.
3. Monitor contractor's and subcontractors' contract-related paperwork, including contracts, insurance certificates, bonds, etc.
4. Monitor contractor's progress on a monthly basis and report to the School District accordingly. The focus of progress will be on:
 - a. Shop Drawings
 - b. Schedule
 - c. Quality
5. In conjunction with regular construction disbursements, review contractor(s) application for payment and the prior month's change order activity and report findings to School District.
 - a. Review materials stored on the construction site and an evaluation of the necessary invoices, receipt bonds, and insurance;
 - b. Review materials stored off site, provided that additional services and arrangements have been agreed to by the parties of this Agreement;
 - c. Provide an evaluation of the Contractor's Application for Payment, including the appropriateness of the amount requested, the adequacy of balances to complete, and the adequacy of retainage;
 - d. Review Change Orders, including a description of the underlying reason(s) for the change order(s), providing comments concerning the impact of the change order on the project scope and schedule and amounts requested;
6. At construction completion, monitor prompt completion of the punch list, submission of as-built drawings, submission of maintenance manuals, operations training, and warranty/guarantee submission.

ATTACHMENT B
FEE & REIMBURSABLE EXPENSES

FEE

This proposal is based on the services outlined and our understanding of the project schedule.

Pre-Design Phase -May 2007-July 2007

Project Design/Pre-Construction Phase – August 2007 – June 2008

Procurement Phase - July 2008 – October 2008

Construction Phase - November 2008 – August 2010

For services outlined, this fee shall be \$4,875 per month based on a 30 million dollar project. This would equate to .65% of total project cost.

Additional Services

The total fee may increase if the project schedule is extended, if additional scope is added to the Project or if additional services are requested. Both the district and CESO retain the right to negotiate a different fee (higher or lower than .65%) based on the final dollar amount of the project.

Reimbursable Expenses

None.

Payment

All payments are due within 30 days of receipt of the invoice.

Mahtomedi Area Public Schools - ISD #832
Technology Plan 2008 – 2011
Summary
June 29, 2007

This Technology Plan is divided into ten sections that review the goals from previous technology plans, summarizes progress made in the last ten years, describes our current state of technology in the District, and sets technology goals for years 2008-2011. A summary of each section is included below. A full copy of the plan and its goals are attached.

Section I
Planning and Needs Assessments

Demographics of the District

Mahtomedi serves Dellwood, Mahtomedi, Pine Springs, Willernie and parts of Grant, Hugo, Lake Elmo, Oakdale and White Bear Lake. It has two elementary schools, (K-2 and 3-5), a middle school (6-8), a senior high school (9-12) and an alternative learning program (9-12). In addition, the District Education Center houses Community Education, Early Childhood Special Education, Early Childhood Family Education and school-age child care programs.

Technology Planning Committee

Organizational Leadership is provided by Dr. Sue Ann Gruver, Assistant Superintendent, and Dr. Mark Wolak, District Superintendent. The Technology Planning committee includes building technology committee members and a cross-section of staff, representing classrooms, support, and administration.

Evaluation of Needs

The 2007 survey showed the staff have medium to high skills in the area of basic computer skills and are able to manage their files between their computer hard drive and folders on the network. The internet and email continue to be valuable tools staff utilize to compliment their day-to-day duties. Most importantly, staff members are aware of the responsibility that comes with utilizing technology and promote ethical use of that technology. The past two years has seen a significant increase in interactive white board and LCD projectors in the district. As a result, there has been a noticeable increase in the utilization of presentation technology. Teachers reported the three greatest technology professional needs for the next four years are presentation software, spreadsheet software, and digital cameras

The Technology Department plans to use an online survey tool, paper surveys, and other assessment tools that become available to survey staff each spring for staff development input, and each fall for support and equipment feedback.

Goals

- Work creatively with teachers, administration and technology team to find more time for technology staff development for teachers. To this end, continue to offer a variety of training delivery options, times and venues for technology staff development.
- Develop a plan that evaluates technology integration, resources, and services with each new curriculum adoption.

- Include curriculum integration of the adopted ISTE and MEMO Technology Standards for students and the use of technology in classroom instruction as part of the formal criteria for teacher evaluation.
- Provide continuing education on emerging technologies for Media and Technology Integration Specialists.
- Provide continuing education on emerging technologies for Staff working to support District technology.
- Expand online learning opportunities.
- Provide training for new Staff that will familiarize them with the technology available in the District, and assist them in utilizing the District network and technologies efficiently and effectively.
- Provide on-going training for the Technology Staff, including Media Specialists, Technology Integration Specialists, and Technology Specialists that will keep them abreast of changes, growth, updates, and improvements in the technological systems used for educational services.
- Provide training for staff and students on new technologies, both hardware and software, as they are purchased, upgraded, and integrated
- Create and maintain a District technology web site.
- Post technology instruction manuals on the District technology web site.
- Include technology planning in the curriculum adoption process.

SECTION II

Vision, Goals, Objectives and Strategies for Technology

Mahtomedi School district's Technology vision is to enable all students and staff to be technologically literate, life-long learners.

Strategic goals from 1994 – present:

- **1994 Plan** – Provide networking to connect all buildings, place computers and telephones in every classroom and one new computer lab in each building.
- **1998 Plan** – Focus on staff development and training to ensure that students and teachers learn basic software and hardware skills.
- **2000 Plan** – Implement use of computer technologies based on increasing students skills in communication, information processing, and productivity. Implementation of this plan included new hardware and software to achieve faster network access and greater reliability, three Technology Specialists to provide technology support, and two Technology Integration Specialists to provide staff development.
- **2004-2007 Plan** – Integrate technology into the curriculum with the intent of increasing academic achievement, producing technologically literate students, and improving communication between home and school.
- **2008-2011 Plan** - The purpose of technology use with students in the Mahtomedi School District has three foci: increasing academic achievement, producing technologically literate students, and improving communication.

SECTION III

Policies & Procedures

Policies and procedures includes a description of District policies and procedures: Equitable Access for Students and Library Customers with Exceptional Needs; Data and Network Security; Internet Safety and Children’s Internet Protection Act Compliance (CIPA); Acceptable Use Policy; and Copyright policy. Current procedures for educating and informing students, parents, and staff of these policies are also explained.

Equitable Access

The District works to make technology available for all students and utilizes a variety of equipment and software to meet the diverse needs of the population.

Finalize and adopt an “Equitable Access for Students with Exceptional Needs” policy for the District. (Appendix D)

Goals 2008-2011

- Implement the Equitable Access for Students with Exceptional Needs Policy.
- Continue efforts to bring the Mahtomedi District website into compliance with ADA requirements.
- Create link on website to web adaptation software for persons with disabilities/impairments: whether students, parents, staff, senior citizens, or other community members.
- Include a Special Education representative on committees when making decisions about purchasing and applying technology to the curriculum so that contents are reviewed and implemented to meet accessibility standards.
- Continue to equip all Media Center Computer Labs with accessibility features and software so that timely access is obtained as needed by those requiring equitable access or assistive technology.

Data and Network Security

The District enables staff and students to access the information network while maintaining a secure computing environment by balancing user rights and security. The Policies and Procedures section of the plan describes the procedures used to secure electronic information and the data network.

Goal 2008-2011:

- Complete an internal security audit during the summer of 2004, and annually thereafter, to assess security needs and evaluate current security procedures.

Internet Safety

To meet the requirements for the Federal Children’s Internet Protection Act (CIPA), all computers which have access to the Internet and are used by minor students utilize an internet safety measure, St. Bernard technology, to protect students and Internet users from visual depictions that are obscene, child pornography, or harmful to minors. The District also has a “Protection and Privacy of Pupil Records” policy.

Goals 2008-2011:

- Add a “logon banner” which will appear for network users upon login that reminds them of their obligation to use District technology appropriately.
- Post all technology policies on the district web site; and have copies of technology policies available in each building.

Data Protection Policy

The Mahtomedi School District has a “Protection and Privacy of Pupil Records” policy adopted by the Board of Education on June 9, 1986; and revised on September 14, 2000; September 12, 2002; and on January 8, 2004. A copy of the District policy can be found in Appendix D of this document.

Goals: 2008-2011

- Add a “logon banner” which will appear for network users upon login that reminds them of their obligation to use District technology appropriately.
- Evaluate the system used for tracking the Internet Acceptable Use forms signed by parents and students and coordinate the presence of signed forms with the activation of user network privileges.
- Evaluate the system used for educating students and staff on appropriate computer and Internet usage and to provide more information to students about the Internet and their responsibilities.
- Post all technology policies on the district web site; and have copies of technology policies available in each building.

Copyright

It is the intention of the Mahtomedi School District to adhere to the provisions of current copyright laws for audiovisual works; multimedia; video and film; audio, including music; satellite and distance learning; computer software and hardware; scanners; the Internet; the World Wide Web; and e-mail.

Staff and students in the Mahtomedi School District are expected to use the “Fair Use Guidelines” provided in the Copyright Act which allows the use of copyrighted material for face-to-face teaching under some circumstances. Building Principals are responsible for establishing practices for enforcing the District Copyright Policy in their building.

A copy of the District Copyright Policy can be found in Appendix D of this document.

Goals: 2008-2011

- Audit software on all District client computers for license compliance.
- Educate staff and students on legal and ethical use of licensed software.
- Finalize the Copyright Policy for the Mahtomedi School District and obtain approval by the School Board.

Dissemination of Policies

District policies are made available for staff, students, and the community in the office of each District building.

Goals: 2008-2011

- Create an online policy quiz for students and staff.
- Post all policies on District web site

Internet Safety

The Mahtomedi School District recognizes that the Internet and online activities are valuable tools in the educational environment.

It is our goal to provide safe academic experiences for students using technology in the Mahtomedi School District. A number of services, policies, and procedures are in place to ensure this objective is met.

The Mahtomedi School District utilizes an Internet Protection Measure to protect students and Internet users from visual depictions that are obscene, child pornography, or harmful to minors. An Internet Protection Measure is a specific technology that blocks or filters Internet access. Use of Internet filtering technology is required by the Federal Children's Internet Protection Act (CIPA) on all computers which have access to the Internet and are used by minor students.

The Mahtomedi School District currently contracts with TIES to provide a Technology Protection Measure. TIES provides World Wide Web filtering and site-blocking using St. Bernard technology.

As required by CIPA, the internet filtering technology can be disabled for bona fide research or other lawful purposes. Overrides are monitored by District Technology Staff.

Acceptable Use

Upon receiving access to the Mahtomedi School District information network, secondary students receive information on the acceptable use of District technology.

Technology use information given to parents and students includes:

- Access to inappropriate matter on the Internet and World Wide Web;
- Safety and security when using electronic mail, chat rooms, gaming, streaming and other forms of direct electronic communications.
- Unauthorized access, including so-called "hacking," and other unlawful activities online;
- Unauthorized disclosure, use, and dissemination of personal information; and measures designed to restrict access to harmful materials.

Students and their parents agree to abide by the District "Internet Acceptable Use" Policy and both sign an Internet Use Agreement form which documents their understanding of the expectations. A copy of these documents can be found in Appendix D of this document.

The Mahtomedi School District has an “Internet Acceptable Use” policy adopted by the Board of Education on March 8, 2001. This policy covers the procedures for acceptable use and is summarized in the information given to student internet users and their parents. A copy of the District policy can be found in Appendix D of this document.

Data and Network Security

It is the intention of the Mahtomedi School District to enable computer access to staff and students while maintaining a secure computing environment by balancing user rights and security on the computer network. It is the aim of this balance to provide a positive learning environment for all students throughout the Mahtomedi School District.

The security of network data is safeguarded through varied means. The method used to secure the data depends upon the location of the data in relation to the network. Data is stored in three locations:

- Offsite Data - located and maintained at a service provider.
- Local Network Data - located on servers within the District and at remote sites, and is maintained by the Technology Department.
- Sensitive Local Network Data - located on servers within the datacenter and is maintained by the Technology Department.

Network security has been implemented through several means:

- Moving a majority of servers to a new, secure location in the Technology Department, hereafter named the Datacenter.
- Implementing firewalls on all connections to the Internet to minimize impact of external threats.
- Securing the network segments with VLAN tagging.

Most critical and private student electronic data is hosted offsite by a service provider, TIES. The security and maintenance of this data is the responsibility of TIES. District Financial and Human Resources data is also hosted offsite by TIES. The security and maintenance of this data is the responsibility of TIES.

Personal directories of students and staff, shared directories among users, and other network-accessible data is stored on servers located in the Datacenter and at remote sites. This data is secured with NTFS permissions and *Windows 2000 Server* security to restrict access by unauthorized users. File auditing has been implemented on file servers to monitor potential abuses of permissions. The servers and data are maintained by Technology Department staff. A backup policy has been implemented as follows:

- Monday through Thursday: Differential Backup of all District Data
- Friday: Full Backup of all District Data

Special Education student data is stored on a server located in the datacenter. This server is secured by *Windows 2000 Server* security and *FileMaker Pro 5.5* authentication.

The server and data are maintained by Technology Department staff. A backup policy has been implemented as follows:

- Monday through Thursday: Full Backup of *DoProcess* data

Backup tapes in this cycle are to be transported offsite to reduce the risk of unrecoverable data loss in the event of a disaster.

Currently, there are no internal applications that require further protection than *Windows 2000 Server* security. At such a time when further protection is needed, an internal firewall will be used to safeguard select servers that require it.

The Technology Department is proactive in keeping abreast of updates and issues in technology.

All server and client computers have *McAfee VirusScan* installed on them which is deployed via *McAfee ePolicy Orchestrator*, installed on a server located in the datacenter. The *McAfee ePolicy Orchestrator* updates the *VirusScan* engine software on server and client computers, as well as deploying DAT file updates to installed instances of *VirusScan*.

Microsoft SUS has been implemented to deploy critical and recommended updates to all *Windows 2000* and *XP* client computers.

The Mahtomedi School District currently contracts with TIES to provide a Technology Protection Measure. TIES provides World Wide Web filtering and site-blocking using St. Bernard technology.

As required by CIPA, the internet filtering technology can be disabled for bona fide research or other lawful purposes. Overrides are monitored by District Technology Staff.

SECTION IV

Infrastructure, Networks, and Telecommunications Planning

State of Technology

The purpose of this section is to overview the current state of three areas of technology: infrastructure, management, and support. “Infrastructure” consists of the data and voice networks, as well as video. “Management” describes the current policies and strategies used in managing relevant systems. “Support” details support strategies used by technical support staff to deliver assistance to end-users of technology, both staff and students.

SECTION V

School Media Center

Each school has a fully-equipped Media Center, staffed with a full-time license/certified Media Specialist and paraprofessional. The Media Centers house not only print material but also collections of multi-media. Each Media Center has PCs available for student and staff use. These PCs are leased through a program with Dell Computers. This lease programs helps to replace the computers every 3-4 years. The computer labs are at a longer replacement schedule As our students progress from one building to the next, they have exposure to state-of-the-art programs taught by qualified, competent teachers and media personnel.

SECTION VI

Staff Development and Training

The purpose of Technology Staff Development and Training in the Mahtomedi School District is to provide training for Staff in the use of technology for delivery of educational services and to increase student learning. Technology staff development promotes curriculum and teaching strategies that integrate technology based on the review of relevant research. Technology Staff Development is designed to enable Staff to meet the ISTE Technology Standards for Teachers and Administrators, adopted by the Mahtomedi Public Schools. In this context, “Staff” refers to teachers, administrators, specialists, and support staff employed by the Mahtomedi School District.

Goals: 2008-2011

- Work creatively with teachers, administration and technology team to find more time for technology staff development for teachers. To this end, continue to offer a variety of training delivery options, times and venues for technology staff development.
- Develop a plan that evaluates technology integration, resources, and services with each new curriculum adoption.
- Include curriculum integration of the adopted ISTE and MEMO Technology Standards for students and the use of technology in classroom instruction as part of the formal criteria for teacher evaluation.
- Provide continuing education on emerging technologies for Media and Technology Integration Specialists.
- Provide continuing education on emerging technologies for Staff working to support District technology.
- Expand online learning opportunities.
- Provide training for new Staff that will familiarize them with the technology available in the District, and assist them in utilizing the District network and technologies efficiently and effectively.
- Provide on-going training for the Technology Staff, including Media Specialists, Technology Integration Specialists, and Technology Specialists that will keep them abreast of changes, growth, updates, and improvements in the technological systems used for educational services.
- Provide training for staff and students on new technologies, both hardware and software, as they are purchased, upgraded, and integrated
- Create and maintain a District technology web site.
- Post technology instruction manuals on the District technology web site.
- Include technology planning in the curriculum adoption process.

Section VII

Technology Budget

The budget for technology details the impact of a ten-year commitment from the Mahtomedi community for technology.

This \$3,000,000 levy provides approximately \$300,000 annually to implement state-of-the-art technology and support to our schools. These dollars are used to purchase and lease current technology to best meet the needs of our school community. A breakdown of technology spending is available in the appendix.

Section VIII Implementation Plan

The Mahtomedi Public School District has set a number of goals for the years 2008-2011. The goals are founded on the District Vision of increasing academic achievement and producing technologically literate students. A table in the main document show the goals for each section of the Technology Plan, the strategies planned for implementation, the parties responsible for each goal, a recommended timeline, and a method of assessing the progress towards the goal.

Section IX Evaluation of Technology Planning

Because the technology plan is a working document and the needs of the district, staff, and students change from year to year the technology planning committee reviews the goals annually. Each school has written building-specific goals that can be easily tracked by building level technology committees throughout the school year before the main review at the end of the year. The tables in the main document represent the progress each building made toward the goals from the 2000 plan.

Section X Appendix

The appendix includes all documents needed to support the work of the main document: District policies, staff development offerings, the budget for technology, etc.

503 - STUDENT REPRESENTATION ON SCHOOL BOARD

The School Board recognizes its responsibility to develop educational policies that reflect the concerns of its constituency and the interests of students. A student representative on the school board provides a mechanism whereby the views, needs, and recommendations of students can be carefully considered in the development of policies and programs. Student representation on the school board is authorized in accordance with the following guidelines:

1. One high school representative and one alternate are selected in the spring of each year by the Student Leadership Council and the High School principal in a manner deemed appropriate by the Council. Regular attendance, preparation, and active participation are priority considerations for the representative and alternate selected for these positions.
2. The student representative on the school board is advisory. The representative does not have the right to vote, make, or second a motion, but does have all other rights in accordance with school board policy, law, and parliamentary procedure.
3. The student representative and alternate serve a one-year term beginning with the first school board meeting in September and continuing through the end of the school year.
4. The student representative and alternate participate in all regularly scheduled business meetings. Students do not generally participate in study sessions and special meetings unless requested to do so.
5. The student representative and alternate receive an agenda and appropriate informational materials similar to what the school board receives. The superintendent will use her or his discretion to withhold some materials that are confidential or sensitive in nature.
6. The student representative is expected to give a brief report during the appropriate portion of the agenda. The representative is also responsible to report back actions by the School Board to the High School Student Leadership Council.

ADOPTED – January 10, 1991

REVISED – June 11, 1992; December 9, 1993; December 8, 2005

ELP

International Exchange & Learning Programs

Global Education Partnership Proposal

ELP International Exchange & Learning Programs propose the following eight programs with the intention to provide assistance in carrying out Mahtomedi schools' vision, particularly in the following three areas:

- “Mastery of skills in using work-related technology for a broad base of applications such as research, communication and problem solving.”
- “Ability to speak a foreign language and understand other cultures.”
- “Ability to communicate effectively in a world of diverse people and communities.”

The proposed global education programs are:

- ELP Mandarin Chinese Class
- Teacher/Administrator Exchange -- China to Mahtomedi
- Teacher/Administrator Exchange -- Mahtomedi to China
- Global Learning – ELP Pen Pal
- School Exchange Visit from China
- Language & Cultural Exchange – ELP Summer Camp
- Adventure Abroad – Visiting China and Chinese schools
- Study Abroad in Mahtomedi and China

As a global education partner, ELP will design and customize programs according to Mahtomedi schools' needs, and will work with Mahtomedi schools and their counterparts in the other country to facilitate, coordinate, and administer the exchange process to assure a successful program implementation.

Program Descriptions:

I. ELP Mandarin Chinese Class

Teachers from China and Taiwan will teach after-school Chinese language and cultural classes to Mahtomedi students in Kindergarten and grades 1-12. The class will provide students opportunities to gain communicative proficiency in Mandarin and to establish academic and personal connections with Chinese cultures. Features include native-speaking teachers; fun, activity-based, cultural rich, and result oriented curriculum and instructions.

Tentative dates: September 10, 2007 – November 16, 2007

Duration: 10 weeks (45 min. per class)

713 N. Hay Lake Road, Eagan, MN 55123 Tel: 651-340-2422 www.elp-world.org

ELP

International Exchange & Learning Programs

Activities: Learning Mandarin and Chinese culture through playing games, watching films, singing, role playing, and many more

Class meets after school once every week for students in K-2, 3-5, 6-8, and 9-12

II. Teacher/Administrator Exchange -- China to Mahtomedi

1-2 Chinese administrators or teachers at elementary to high school level will visit Mahtomedi schools, observe classes, learn about American education systems, curriculum development, teaching methods, and other operational know-how from Mahtomedi administrators or teachers in early February, May, or October each year. The exchange will last 1-2 weeks each time. Mahtomedi teachers will also have opportunities to learn about Chinese education from the visiting teacher during the exchange. The visiting teacher or administrator will stay at a hotel during the exchange.

Tentative dates: September 29, 2007 – October 12, 2007

Duration: 1-2 weeks

Activities: For teachers, activities include class observation and participation, learning the philosophy of American education and education systems, teaching methods, and curriculum and professional development. In addition to all the above, the administrator will also learn about parent involvement, leadership, how a Mahtomedi school operates, and its management systems.

III. Teacher/Administrator Exchange -- Mahtomedi to China

ELP will provide the exchange opportunity for 1-2 Mahtomedi teachers or administrators to visit 1-2 schools in China every year. The exchange, food and lodging, transportation, and weekend local tours will be arranged by ELP at no charge. However, the educator or administrator will need to purchase his or her round-trip air ticket and travel or medical insurance. ELP will coordinate and administer the exchange and provide staff assistance to the Mahtomedi administrator or teacher in China during the exchange.

Tentative dates: December (winter break), 2007 and April (spring break), 2008

Duration: 1-2 weeks

Activities: For teachers, activities include class observation and participation, learning the philosophy of Chinese education and education systems, teaching methods, and curriculum and professional development. In addition to all the above, the administrator will also learn about parent involvement and organization, leadership, how a Chinese school operates and its management systems.

ELP

International Exchange & Learning Programs

IV. Global Learning – ELP Pen Pal

Mahtomedi students in grades 3-12 can sign up with ELP Pen Pal program free and have a Chinese pen pal for a month. As a global learning tool, ELP Pen Pal can be class based, subject based, project based, individual or family based via postal mail, e-mail, or Skype with/without a webcam. By linking with students in another country, the world can be brought into the classroom, or Mahtomedi students can be reaching out to the world in a split second.

With the help of their teachers, Mahtomedi students can tell their Chinese pen pals about their family, community, or state of Minnesota after learning related topics in a social study class. Mahtomedi teachers can also integrate global education with the subject they teach by asking their students to share or discuss a certain topic or project with their Chinese pen pals. For example, language arts teachers can ask students to write a letter to their Chinese counterparts after teaching sentences, grammar, and punctuations. The interaction students experience with their Chinese friends will not only make the learning more fun but will also give them a global platform to learn and work on.

In order to start a learning partnership and friendship with their pen pals, Mahtomedi students' personal and family information including photos will be exchanged with their Chinese counterparts' under the coordination and administration of ELP after the matching process at the beginning of the program.

Earliest starting date: January, 2008

Duration: one month on a semester basis

Activities: Including exchanging letter, photo, e-mail, real-time web conference on a class, project, or individual basis

Open to Mahtomedi students in grades 3-12

V. School Exchange Visit from China

Chinese teachers and students in grade 4-11 will visit Mahtomedi schools for two weeks during school session to learn about and experience the American education. Chinese students will attend the classes with Mahtomedi students while the Chinese teachers exchanging with their Mahtomedi counterparts through observing or participating in their class activities.

Tentative starting dates: Late April-early May, or late September-early October in 2008

Duration: 2 weeks

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Activities: Mahtomedi and Chinese students attending classes together, field trips, educator meetings, and home stay with host families

Open to Mahtomedi families and students in grades 4-11

VI. Language & Cultural Exchange – ELP Summer Camp

ELP Summer Camp aims to let students from China learn about American culture, people, English, and ways of life in the United States, and to offer Mahtomedi students an opportunity to make Chinese friends and to learn about China, Mandarin Chinese and Chinese culture. During the camp, Chinese teachers will teach Mahtomedi students Mandarin Chinese and Chinese culture while teachers of Mahtomedi schools teaching English and American culture to the students from China. In addition, Mahtomedi and Chinese teachers will have opportunities to observe different teaching styles in one another's classes.

40 grade 4-11 students and 4-5 teachers from Beijing Haidian Foreign Language Experimental School will attend the two-week summer camp in Mahtomedi between July and August in 2008. Mahtomedi students who are interested in hosting 1-2 Chinese students can attend the camp free with their friends from China.

Earliest starting date: July 21, 2008

Duration: 2 weeks

Activities: Chinese language and cultural classes, English and American cultural classes, and field trips

Open to Mahtomedi families and students in grades 1-12

VII. Adventure Abroad – Visiting China and Chinese schools

Take an adventurous trip to China and learn about the ways of life of Chinese people by visiting Beijing, the capital of China and where the Great Wall is located, and Xi'an, the capital city of thirteen Chinese dynasties and the home of Terra-cotta Warriors and Horses (210-209 B.C.) Museum. In addition to all the major attractions, entertaining and cultural activities, the group will also visit some of the best K-12 schools in Beijing.

Tentative starting dates: Late March-early April (spring break), early June (summer break), and late December (winter break) in 2008

Duration: 2 weeks

Activities: Visiting major attractions in Beijing and Xi'an, going to Chinese opera, acrobatic show, and Tang Dynasty Dinner show, shopping, visiting schools in Beijing, meeting with Chinese students hosted in Mahtomedi, etc.

Open to Mahtomedi families and students in grades 1-12

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VIII. Study Abroad

Study-abroad allows students to take classes such as foreign language, social science, PE, and so forth in another country while completing their required school curriculum and acquiring credits.

Study abroad in Mahtomedi (for Chinese students):

4-5 Chinese teachers and 30-40 Grade 7 or 8 Chinese students will visit Mahtomedi and start their six-to-eight-week study abroad program in April, 2008. Chinese students will learn their regular school curriculum from their teachers, and Mahtomedi teachers will have the opportunity to observe how Chinese teachers teach math, Mandarin Chinese, and other courses, and vice versa. At the mean time, Mahtomedi students will also be able to exchange with Chinese students on a weekly basis.

ELP will coordinate and administer the program and will pay necessary fees to rent classrooms, facilities, and school buses from Mahtomedi schools. Chinese students and teachers will stay at a hotel during the 6-8 weeks.

Earliest starting date: April-May, 2008

Duration: 6-8 weeks

Activities: Regular Chinese school curriculum taught by Chinese teachers, English and American history classes taught by Mahtomedi teachers, introduction of China and Chinese culture by Chinese students and teachers to Mahtomedi students, cooperative projects for Chinese and Mahtomedi students

Open to Mahtomedi families and students in grades 7-8

Study abroad in China (for Mahtomedi students):

Mahtomedi schools can start a study-abroad program at a school in China and ELP will provide assistance and coordination. The program can be a semester, 2-6 month, or a year and in combination with a long-distance learning support. Mahtomedi students and teachers will live in a dormitory of the hosting Chinese school.

Earliest starting date: September, 2008 or February, 2009

Open to Mahtomedi students in grades 10-11

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Summary – More Global Exposures:

In addition to Mahtomedi's current foreign language and other international related programs, a Mahtomedi student of K-12 will have more opportunities of global exposure based on ELP's proposal. Here is a list by grades:

K-2

- After school Chinese class
- Language & Cultural Exchange – ELP Summer Camp
- Adventure Abroad – Visiting China and Chinese schools

Grade 3-5

- After school Chinese class
- Global learning – ELP Pen Pal
- School exchange visit from China
- Language & Cultural Exchange – ELP Summer Camp
- Adventure Abroad – Visiting China and Chinese schools

Grade 6-8

- Same as above

Grade 9-12

- After school Chinese class
- Global learning – ELP Pen Pal
- School exchange visit from China
- Language & Cultural Exchange – ELP Summer Camp
- Adventure Abroad – Visiting China and Chinese schools
- Study abroad in China