

# **Intermediate District 287**

Responsive. Innovative. Solutions.



**Intermediate District 287**

**Regular Meeting**

**Thursday, April 22, 2010 6:30 PM**

# Intermediate District 287

## RESPONSIVE. INNOVATIVE. SOLUTIONS

### GENERAL MEETING OF THE BOARD

Thursday, April 22, 2010

6:30 PM @ District Service Center Board Room

#### AGENDA

Page #

1. **CALL TO ORDER** (Action)
2. **APPROVAL OF GENERAL MEETING AGENDA** (Action)
3. **OPEN FORUM** (Information)
4. **APPROVAL OF CONSENT AGENDA** (Action)
  4. 1. General Board Meeting Minutes from March 25, 2010 5
  4. 2. Routine Human Resource Activities for April 22, 2010 8
5. **SHARE THE SUCCESS & RECOGNITIONS** (Information)
  5. 1. DVD Presentation  
District 287 has prepared a DVD for each Board member to be used as information to your local School Board. A sample will be played at the General Board meeting.
6. **SUPERINTENDENT'S REPORT**
  6. 1. Bloomington Withdrawal (Information) 12  
Jim Eichten, MMKR, will present an overview of valuation considerations related to the Bloomington Withdrawal including assets and liabilities associated with 287's operation, capital and OPEB budgets.
  6. 2. Legal Services (Information)  
Laura Booth and Sara Ruff will present an overview of legal Services provided by attorneys contracted by 287.
  6. 3. Approval of Proposed District 287 School Calendar 2010-2011 (Action) 15
  6. 4. Institute for Education Leadership - Washington Policy Seminar 2010 (Information) 17
7. **INSTRUCTIONAL REPORT** (Information)
  7. 1. Instructional Initiative to Support Student Learning for 2010-2011 School Year 18  
Superintendent Lewandowski will provide an overview of the coordinated curriculum and instruction investments and plan for 2010-2011. This focus on student achievement will capitalize on structures already in place to further centralize and support high quality teaching and learning.
8. **ADMINISTRATIVE SERVICES REPORT**
  8. 1. Financial Report
    8. 1. 1. Approval of Routine Monthly Finance Report (Action) 20  
Janet Johnson will provide an overview of the monthly finance report.

8. 2. Facilities Report	
8. 2. 1. North Education Center (NEC) Facility Committee Report <b>(Information)</b>	30
Committee Chair Peyton Robb will provide a brief overview of the March 29, 2010, April 5, 2010 and April 13, 2010 meetings.	
8. 2. 2. Approval of Facilities Committee Charge Statement & Levels of Authority Documents <b>(Action)</b>	34
Committee Chair Robb will recommend approval of both documents.	
8. 2. 3. Preview of NEC Financing <b>(Information)</b>	38
Janet Johnson will provide an overview of the Springsted meeting and a two-phase financing plan.	
8. 2. 4. Purchase Agreement <b>(Resolution)</b>	40
Committee Chair Robb will provide a recommendation to approve the purchase Agreement for land on the Hosterman site to build NEC.	
8. 2. 5. TSP Contract	43
Facilities Committee Chair Robb will provide a recommendation to approve the TSP Contract.	
8. 2. 6. Best Value Procurement Method <b>(Action)</b>	70
Facilities Committee Chair Robb will provide a recommendation to proceed with the Best Value Procurement Method for NEC.	
8. 3. Human Resource Report	
8. 3. 1. Administrative/Unaffiliated Guides	77
Anne Becker will provide a summary of the recommended changes to the Administrative/Unaffiliated Guides as a "First Read." This will be brought to the May 13th Board meeting as an Action item. (Documents not ready at time of BoardBook upload, documents will be loaded on Tuesday, April 20, 2010.)	
8. 3. 2. Change from 14 to 17 Salary Grades Recommendation for FY11	79
Anne Becker will provide a proposed revised salary grade document for Administrators and Unaffiliated employees as a "First Read." This will be brought to the May 13th Board meeting as an Action item. (Documents not ready at time of BoardBook upload, documents will be loaded on Tuesday, April 20, 2010.)	
8. 3. 3. Job Reclassification for FY10	85
Anne Becker will provide a list of employees to be reclassified as a "First Read." This will be brought to the May 13th Board meeting as an Action item. (Documents not ready at time of BoardBook upload, documents will be loaded on Tuesday, April 20, 2010.)	
8. 3. 4. Closed Session - Board's Recommendation on Employee Grievance <b>(Action)</b>	87
The school Board may hold a closed meeting to discuss an Employee Grievance. Minn. Stat. §13D.05. (Documents not ready at time of BoardBook upload, documents will be loaded on Tuesday, April 20, 2010.)	
<b>9. BOARD BUSINESS</b> <b>(Information)</b>	
9. 1. Policy Review & Revision	
9. 2. Board Reports	
9. 2. 1. Chair Report <b>(Information)</b>	
9. 2. 1. 1. Superintendent & Board Evaluation Update	89
9. 2. 1. 2. NSBA Conference Report	
9. 2. 2. AMSD Report (Ann Bremer)	95

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

9. 3. 1. School Board Planning Calendar	99
9. 3. 2. April 22, 2010 School Board Event Calendar	101
9. 3. 3. Local 2209 Uniflyer - March/April 2010	102
9. 3. 4. Hennepin Technical Pathways Awards Program Invitation	104
9. 3. 5. Graduation & Special Events Schedule	105

9. 4. Once Around the Table

**10. ADJOURNMENT**

**DISTRICT 287 REGULAR BOARD MEETING**  
**Intermediate District 287**  
**March 25, 2010**  
**MINUTES**

**1. CALL TO ORDER**

Chair Linda Johnson called the regular meeting to order at 6:33 PM in the District Service Center Board Room. A quorum was declared with the following members in attendance:

271	Bloomington	Arlene Bush
286	Brooklyn Center	Greg Thielsen
272	Eden Prairie	Carol Bomben
273	Edina	Peyton Robb
279	Osseo	Steven Antolak
280	Richfield	Nancy Rowley
281	Robbinsdale	Linda Johnson
283	St. Louis Park	Pam Rykken
284	Wayzata	Carter Peterson
277	Westonka	Ann Bremer

Absent: 270/S. Johnson, 276/Draayer, and 278/Kunz

Guests:

287 Administration: Sandra Lewandowski, Laura Keller-Gautsch, Jane Holmberg, Anne Becker, Janet Johnson, Chad Maxa, Char Myklebust, Colleen Baumtrog, and Wauneen Mgeni

287 Staff Members: Bruce Mulder, Bob Laumann, Mark Hoffer, and Laurie Levin

**2. APPROVAL OF GENERAL MEETING AGENDA**

The general meeting agenda was presented for approval. *Motion by Ann Bremer, seconded by Arlene Bush, to approve the meeting agenda as presented. All in favor. Motion carried unanimously.*

**3. OPEN FORUM FOR COMMUNITY COMMENTS - None**

**4. APPROVAL OF CONSENT AGENDA**

The Consent Agenda was presented for approval. The Consent Agenda included the general meeting minutes from March 11, 2010. *A motion was made by Carol Bomben, seconded by Nancy Rowley, to approve the consent agenda as presented. All in favor. Motion carried unanimously.*

**5. CLOSED SESSION**

At the recommendation of Board Chair Johnson, *a motion was made by Pam Rykken, seconded by Greg Thielsen, to close the meeting to consider strategies for labor negotiations, as required in Minnesota Statute §13D.03. All in favor. Motion carried.* The meeting was closed to the public at 6:35 PM. *A motion was made by Ann Bremer, seconded by Greg Thielsen, to reopen the general meeting. All in favor. Motion carried unanimously.* The general meeting reopened at 6:55 PM.

**6. SHARE THE SUCCESS & RECOGNITIONS**

Superintendent Lewandowski announced to the Board two awards that Intermediate District 287 received: 1) the Humphrey Institute Local Government Innovations Award given for the District's work with the Hennepin County School Mental Health Program and 2) a Health Careers Promotion Grant to expand the Health Sciences offerings of C-Train at the South Education Center.

**7. SUPERINTENDENT'S REPORT**

Superintendent Lewandowski introduced Dr. Colleen Baumtrog, Executive Director of Administrative Services. Dr. Baumtrog gave an overview of the recommended FY11 budget reductions, investments, and anticipated new revenue that allows the District to avoid tenured layoffs and achieve a goal of recommending a flat budget for the second consecutive school year. The net adjustment represents 4.3% of the current revised budget. Approximately half of the savings is due to reductions such as special education staffing ratios and savings from

employee health premiums. The Board expressed appreciation for the work to achieve this goal. *Motion by Carter Peterson, seconded by Ann Bremer, to approve the budget reductions and investment plan as presented. All in favor. Motion carried unanimously.*

Superintendent Lewandowski gave an overview and recommendations to the Board on the North Education Center (NEC). Sandy requested approval from the Board on four items related to building a NEC: 1) Resolution Directing the Board Facility Committee and Administration to approve the architect contract. *Resolution motion was made by Nancy Rowley, to waive the reading of the resolution and approve it as written, seconded by Greg Thielsen, to approve the resolutions directing the Board Facility Committee and Administration to approve the architect contract as presented. Those voting in favor were: Thielsen, Rykken, Rowley, Robb, Peterson, L. Johnson, Bremer, Bomben, and Antolak. There were no votes against, one abstention, Bush. Motion carried.* 2) Authorizing sending a Letter of Intent to the Robbinsdale School District for purchase of the Hosterman parcel of land. This purchase agreement will be brought back to the Board at a subsequent meeting and potentially as early as April 22, 2010. *A motion was made by Peyton Robb, seconded by Carol Bomben, to approve the authorizing sending a Letter of Intent to Robbinsdale School District for purchase of the Hosterman parcel of land as presented. Two abstentions Bush, and L. Johnson. Motion carried.* 3) Authorizing engaging a consultant to begin Minnesota Department Education (MDE) Review and Comment process. *A motion was made by Carol Bomben, seconded by Nancy Rowley, to approve the authorizing engaging a consultant to begin MDE review and comment process as presented. One abstention, Bush. Motion carried.* Superintendent Lewandowski elucidated to the Board in terms of the financing that a future resolution will be presented to the Board that will say “if we spend money out of the operational fund that we will eventually want to be paid back from the financing we will ultimately do, the Board would have to pass a resolution so that one fund can pay back another fund”. 4) Authorizing the Springsted firm to begin the finance process. *A motion was made by Carter Peterson, seconded by Linda Johnson, to approve the authorizing the Springsted firm to begin the finance process as presented. One abstention, Bush. Motion carried.*

Sandy announced to the Board that she attended the Hosterman Musical program. Sandy talked to a first grader EBD student’s parent and the parent stated, “I can’t tell you how much this program has saved my family’s life”. Sandy informed the Board how the decision they make affects all students and thanked the Board for all of their support and hard work.

## **8. INSTRUCTIONAL REPORT - None**

## **9. ADMINISTRATIVE SERVICE REPORTS**

### **Financial Report**

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

Janet Johnson, Director of Finance Services, recommended approval of a resolution authorizing Issuance of Individual Procurement Cards (P-Cards). The P-Cards are a secure purchasing method intended to reduce the volume of purchase orders and payments processed to vendors and employees. *Resolution motion was made by Carol Bomben, to waive the reading of the resolution and approve it as written, seconded by Peyton Robb, to approve the resolutions authorizing issuance of individual procurement cards as presented. Those voting in favor were: Thielsen, Rykken, Bush, Rowley, Robb, Peterson, L. Johnson, Bremer, Bomben, and Antolak. There were no votes against, no abstentions. Motion carried.*

Janet Johnson, Director of Finance Services, recommended approval of Minnesota Health Careers Promotion Grant. District 287, in partnership with Hennepin Technical College and Fairview Health Services, was awarded \$9,573 from the Minnesota Department of Health. *Motion by Greg Thielsen, seconded by Nancy Rowley, to approve the acceptance of the Minnesota Health Careers Promotion Grant as presented. All in favor. Motion carried unanimously.*

### **Facilities Report - None**

### **Human Resource Report**

Anne Becker, Human Resources Director, requested approval of scheduling a School Board Grievance Review brought by a member of School Service Employees SEIU Local 284. *Motion by Carter Peterson, seconded by Nancy Rowley, to approve the request to schedule a School Board Grievance Review as presented. All in favor. Motion carried unanimously.*

**10. BOARD BUSINESS**

**Chair Report - None**

Chair Linda Johnson and Board member Peterson briefly gave an overview on transportation and document imaging topics discussed at the recent Board and Local 2209 breakfast held on March 23.

Board member Robb gave a brief overview on Best Value process. Best Value is a process for high dollar and complex procurement bids. Board member Robb and a group of district administrators recently attended Best Value training and learned that it: 1) provides filters to identify the best possible vendor regardless of price, 2) is approved by the Legislature, and 3) may have a role in upcoming building and other large projects.

Board member Bomben gave a brief overview on the many engaging elements of the recent Get on the Bus tour and breakfast at Bren Road held on March 18.

**AMSD Report - None**

**Organizational Report - None**

**Once Around the Table**

Arlene Bush

Greg Thielsen

Carol Bomben

Peyton Robb

Steven Antolak

Reported that Edina’s Teacher Contract passed.

Ann Bremer

Informed that they had sent 10 administrators and teachers to an Apple technology conference.

Nancy Rowley

Reported that they have a new High School Principal, Dr. Stephen West

Linda Johnson

Carter Peterson

Pam Rykken

Sandy Lewandowski

At the request of Senator Bonoff, she will testify at the Senate Hearing on shared services and transportation on March 24.

Anne Becker

Chad Maxa

Jane Holmberg

Janet Johnson

Thanked those that are on Facebook.

Colleen Baumtrog

Thanked everyone for all their hard work on the NEC project, stating that it is so rewarding to be part of a great team.

Laura Keller-Gautsch

Wauneen Mgeni

**11. ADJOURNMENT**

*Motion was heard and seconded to adjourn the meeting. Meeting adjourned at 8:30 PM.*

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

Submitted by  
Wauneen Mgeni  
Secretary to the Board

Signed: Chair \_\_\_\_\_ Clerk \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**ROUTINE HUMAN RESOURCES ACTIVITIES FOR THE INTERMEDIATE DISTRICT 287  
SCHOOL BOARD – April 22, 2010**

**LICENSED STAFF**

**1. New Hires:**

**A. Regular**

- TARA L. FREIBERG, EBD Instructor at Bren Road Education Center, **refill for Michael Breiner**, effective March 8, 2010 – .9 FTE.

**B. Reinstatement of Licensure Waivers**

- 

**Reinstatement**

- 

**C. Temporary:**

- COLLEEN S. BAUMTROG, Executive Director of Administrative Services, additional 14 days (112 hours) effective February 1, 2010 through April 2, 2010, to complete work related to Human Resources/negotiations and other administrative issues.
- THEODORE L. BERGSTROM, Instructor DCD, at NWTC effective February 18, 2010 through June 9, 2010.
- JENNIFER BORMES, Independent Study Social Studies Instructor at Westonka High School effective March 21, 2010 through June 30, 2010.
- KATHY CARRUTH, Work Experience Coordinator at the District Service Center effective November 1, 2009 through October 31, 2010.
- RANDALL CIMINSKI, Online Curriculum development effective February 22, 2010 through June 15, 2010.
- JON T. FILA, Online Learning Program Facilitator, effective March 15, 2010 through June 30, 2011 - .5 FTE.
- LORA B. HAIDER, Independent Study Business Instructor at Armstrong High School effective March 24, 2010 through June 30, 2010.
- KATHERINE E. LAMB, Speech Language Pathologist at the District Service Center effective March 22, 2010 through June 10, 2010.
- JULIE MURPHY, RAMP UP Tutor effective March 9, 2010 through May 21, 2010.
- MARIT L. OBERLE, Independent Study Math Instructor at Richfield Senior High, effective April 1, 2010 through June 30, 2010.
- RETHA KRAAY, RAMP UP Tutor effective March 16, 2010 through May 21, 2010.

- JASON REESE, Instructor Math at City West Academy effective March 22, 2010 through March 23, 2010.
- MARGARET TOONEN, Speech Language Pathologist effective March 2, 2010 through June 10, 2010.
- MARGARET WALSH-HEFFNER, RAMP UP Tutor effective March 9, 2010 through May 21, 2010.
- AMANDA YENNI, RAMP UP Tutor effective March 9, 2010 through May 21, 2010.

**D. Substitutes**

- 

**2. Extended Leaves of Absence:**

**A. Unpaid**

- LORI E. DOZIER, Speech Language Pathologist at the District Service Center, .4 FTE effective for the 2010-2011 school year.
- DIANE GERADS-SCHMIDT, Speech Language Pathologist at the District Service Center, .2 FTE effective for the 2010-2011 school year.
- KATHLEEN P. WESSEL, School Social Worker at Hosterman Education Center, .2 FTE effective for the 2010-2011 school year.

**3. Separations:**

**A. Dismissal**

- 

**B. Resignation**

- 

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

- 

**4. Other:**

- A.** For the 2010-11 school year, the Board authorizes Janet R. Mayer to participate in the Part Time Teacher Program through TRA with the understanding she accepts responsibility for all costs associated with her participation.

\* Indicates delay due to background check

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

## NON-LICENSED STAFF:

### 1. New Hires:

#### A. Regular

- ARDATH MILLER, Education Assistant at Hosterman Education Center, **additional position due to increased enrollment**, effective March 16, 2010 Step 9 Lane 5 +BA - .875 FTE.
- KRISTEN PETERSON, Clerical at the District Service Center, **change in status from temporary grant position to permanent employee**, effective July 21, 2008 – 1.0 FTE Grade III Step 3 12 month.
- MYROSLAVA MOSEYCHUK, Clerical at the District Service Center, **refill for L. Daniel**, effective March 22, 2010 – 1.0 FTE Grade III Step 2 10 month.
- JANE THOMAS, Clerical at the District Service Center, **refill for S. Buckingham**, effective March 15, 2010 – 1.0 FTE Grade IV Step 2 12 month.

#### B. Temporary

- SAMANTHA ELLIOTT, Education Assistant at Northwest Tech Center, effective March 8, 2010 through June 10, 2010.
- NATHAN ROWAN, Education Assistant at Hosterman Education Center, effective March 17, 2010 through June 10, 2010.
- DAVID BALTES, Education Assistant at Northwest Tech Center, effective April 5, 2010.
- GEORGE BRADLEY, Education Assistant at Bren Road, effective March 25, 2010.

#### C. Substitutes

- 

### 2. Extended Leaves of Absence:

#### A. Unpaid

- JEREMY BAUERNFEIND, Education Assistant at Hosterman Education Center, .875 FTE effective for the 2010-2011 school year.
- LINDA HOLMBERG, Education Assistant at Hosterman Education Center, .125 FTE effective for the 2010-2011 school year.
- GWEN LEHRKE, Education Assistant at Northwest Tech Center, .1 FTE effective for the 2010-2011 school year.
- ANNETTE SCHUMM, Education Assistant at South Education Center, .2 FTE effective for the 2010-11 school year.
- LAURA BJORLIN, Interpreter at Various Sites, .4 FTE effective for the 2010-11 school year.
- LISA DONLEY, Interpreter at Various Sites, .4 FTE effective for the 2010-11 school year.

**3. Separations:**

**A. Dismissal**

- 

**B. Resignation**

- JOSEPH TURNER, Education Assistant at Hosterman Education Center, effective March 5, 2010.
- MARK RAPACZ, Education Assistant at Northwest Tech Center, effective April 16, 2010.
- DANIELE LANG, Education Assistant at Bren Road Education Center, effective June 10, 2010.

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

- 

**4. Other**

- A.** RECOMMEND the Board's approval to credit, Vickie Nelson, Education Assistant at South Education Center, with five (5) days of additional sick leave. These days have been donated by the staff members listed below who have authorized the District to reduce their individual sick leave balance by one (1) day.

Robert Steenhoef  
Patti Sanner

Jeanette Mutchler  
Jan Hanson

Nancy Schulz



PRINCIPALS

Kenneth W. Malloy, CPA  
Thomas M. Montague, CPA  
Thomas A. Karnowski, CPA  
Paul A. Radosevich, CPA  
William J. Lauer, CPA  
James H. Eichten, CPA  
Aaron J. Nielsen, CPA  
Victoria L. Holinka, CPA

April 15, 2010

School Board and Management  
Intermediate District No. 287  
1820 North Xenium Lane  
Plymouth, MN 55441

Dear School Board and Management:

We were asked to provide written information regarding our knowledge of how Intermediate School District No. 287 (the District) might determine the value of assets and liabilities of the District. The District would like this information to assist in the development of a process for the distribution of assets and liabilities due to the withdrawal of a member district under Minnesota Statute 123A.24—withdrawing from a cooperative unit.

Under this statute, the District and cooperative unit may mutually agree, through a board resolution by each, to terms and conditions of the distribution of assets and assignment of liabilities of the District as a result of this withdrawal.

**What is Value?**

“Value” is an imprecise term because it varies with each situation. Some common definitions of value include fair market value, fair value, investment value, intrinsic value, going concern value, liquidation value, and book value.

Fair market value is probably the most common definition used in the determination of value. It is generally defined as “the amount at which property would change hands between a willing buyer and a willing seller when both parties have reasonable knowledge of the relevant facts.” This definition is commonly used by the Internal Revenue Service, the courts, and valuation consultants. It assumes a hypothetical arm’s length transaction without regard to specific individuals or organizations.

Book value is an accounting term that refers to the excess of total assets over total liabilities as presented on the organization’s Balance Sheet or Statement of Net Assets. For assets the term book value is also defined as its historical cost reduced by any allowances for unrealized losses, or depreciation.

### **Differences Between Fair Market Value and Book Value**

There are significant differences between the fair market value of assets and liabilities as defined above and the book value of assets and liabilities on the Statement of Net Assets of the District. The most significant variances are as follows:

**Capital Assets** – The District records capital assets on the Statement of Net Assets at historical cost. Capital assets are then depreciated using the straight-line method over an estimated useful life. The fair market value of the District's capital assets can be valued using many different valuation methodologies. These methods will most certainly determine the value of District's capital assets at a value that will likely vary significantly from the book value on the Statement of Net Assets.

**Severance Benefits and Compensated Absences** – The District records liabilities in the Statement of Net Assets for severance benefits and compensated absences payable. The “vesting method” used by the District to calculate these liabilities is based on assumptions involving the probability of employees becoming eligible to receive the benefits (vesting), the potential use of accumulated sick leave prior to termination, and the age at which such employees are likely to retire. Any valuation methodology used may differ from these liability estimates based on the fact that they will use different vesting methodologies than was used to determine these liabilities for financial reporting purposes.

**Other Post-Employment Benefit and Pension Benefit Obligations** – The District records liabilities on the Statement of Net Assets for net other post-employment benefit obligations and pension benefit obligations using accounting standards described in Governmental Accounting Standards Board (GASB) Statement Nos. 27 and 45. These liabilities are projected using actuarial methods to project normal annual costs each year and to amortize the unfunded actuarial liability as of June 30, 2008 over a period of 30 years starting in fiscal 2009. As a result, the liability for these pension obligations only reflect liabilities as accumulated in year 1 of a 30-year amortization. The value of the total actuarial accrued liability for these benefits provided to district employees will be significantly higher than the book value as presented on the Statement of Net Assets.

**Capital Leases Payable** – The District records liabilities on the Statement of Net Assets for long-term liabilities including outstanding balances on capital leases. These outstanding balances are reported at the outstanding principal balance as documented in the lease agreements. The fair market value of these outstanding leases may differ as a result of changes in the market rates for capital leases that exist on any given day. The fair value may also differ as result of provisions in the capital lease agreements that cause the payoff or termination payment amounts on the capital lease to differ from the outstanding principal balance recorded for book value purposes.

### **Valuation Principles, Approaches, and Methods**

The value of an organization is equal to the present value of the future worth to both parties in any transaction is a fundamental principle behind determining value. The final determination of value occurs only at an amount reasonable to both parties in any transaction.

The valuation process is full of judgments and estimates. Informed individuals will most always have differing opinions about the determination of value. Generally, the task of a valuation is to determine the most likely conclusion where the two parties to any transaction will meet and agree at a value.

No single method is used in the determination of value. Organizations have different assets, risks, and characteristics that should be taken into account when determining value. Therefore, different approaches, formulas, and methods are used when determining value.

The definition of value as discussed earlier in this document will affect the selection of the valuation method used. Value may be equivalent to fair market value, investment value, liquidation value, or some other definition. Thus, the definition of value will be especially critical to the valuation process and the valuation methodology used.

Any valuation will also need to take into consideration the interpretation of any applicable legal requirements that apply to the transaction.

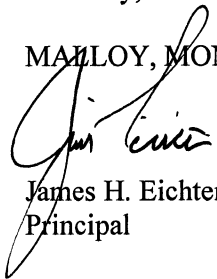
**Closing**

Please let me know if you would like me to provide any additional information regarding our knowledge of how the District might determine the value of assets and liabilities of the District.

This document is intended solely for the information and use of the School Board and management of the District and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

MAILLOY, MONTAGUE, KARNOWSKI, RADOSEVICH & CO., P.A.



James H. Eichten, CPA  
Principal

JHE:kch

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

Regular Meeting – April 22, 2010

AGENDA SECTION: SUPERINTENDENT’S REPORT

ITEM: 6.3. Proposed District 287 School Calendar 2010-2011

PRESENTED BY: Superintendent Lewandowski

**1. Background Information**

Approval of Proposed District 287 School Calendar 2010-2011

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

**3. RECOMMENDED ACTION: The Board approve the proposed motion regarding Intermediate District 287 2010-2011 School Calendar.**

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

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

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

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

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

## 2010-2011 School Calendar

1820 Xenium Lane North, Plymouth, MN 55441  
763-559-3535

July				
Mo	Tue	We	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August				
Mo	Tue	We	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

September				
Mo	Tue	We	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

October				
Mo	Tue	We	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

November				
Mo	Tue	We	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

December				
Mo	Tue	We	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

January				
Mo	Tue	We	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

February				
Mo	Tue	We	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

March				
Mo	Tue	We	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

April				
Mo	Tue	We	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

May				
Mo	Tue	We	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

June				
Mo	Tue	We	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

July 5 - Fourth of July Holiday
August 18 - First Day for 10 month Clerical
August 24 - 27 - New Instructional Staff Academy
August 30 - All District Welcome Back in the a.m.
August 30-September 2 - Staff Development
September 3 - No Students/No 2209 Staff
September 6 - Labor Day Holiday
September 7 - First Day of School for Students
September 23 - Late Start Day - School begins at 11:30 for All Students
October 20 - Staff Development - No students
October 21&22 - Teacher Convention - No School
November 11 - Late Start Day - School begins at 11:30 for All Students
November 24 - No Students/No 2209 Staff
November 25&26 - Thanksgiving Holiday
December 23-31 - Winter Break - No School
December 23&24 - Winter Holiday
December 30&31 - New Year's Holiday
January 13 - Late Start Day - School begins at 11:30 for All Students
January 17 - Martin Luther King Day Holiday
January 28 - Staff Development - No Students
January 28 - First Semester Ends
January 31 - Second Semester Begins
February 21 - President's Day Holiday
March 11 - Staff Development - No Students
March 28-April 1 - Spring Break - No School
April 22 - Spring Holiday
May 12 - Late Start Day - School begins at 11:30 for All Students
May 30 - Memorial Day Holiday
June 10 - Last Day of School for Students
June 13 - Staff Development - No Students
June 17 - Last Day for 10 Month Clerical

- First and Last Day of school for students
- New Instructional Staff Academy
- Holiday - No Students/No Staff (All)
- Staff Development - No Students
- No Students/No 2209 Staff
- First and Last Day for 10 month Clerical
- Late Start Days - School begins at 11:30 a.m.

April 13, 2010

Senator Amy Klobuchar  
302 Hart Senate Office Building  
Washington, DC 20510

Sandra Lewandowski, Superintendent  
District Service Center  
1820 Xenium Lane North  
Plymouth, MN 55441-3708

Telephone: 763.550.7100  
[www.district287.org](http://www.district287.org)

Dear Senator Klobuchar,

I wish to express my sincere thank you on behalf of Intermediate District 287 for the opportunity that has been afforded our district through the Qualified School Construction Bond (QSCB) provision of the American Recovery and Investment Act. Just this month the Minnesota Department of Education (MDE) announced that District 287 is one of 10 Minnesota school districts authorized to issue \$15.6 million in QSCB bonds. This news could not have come at a better time.

We intend to use the QSCB program to finance construction of a North Education Center (NEC) on the existing Hosterman site located at 5530 Zealand Avenue North in New Hope. The estimated \$7 million in savings has been a major factor in our ability to make the decision to replace a facility in dire need of repair, providing a suitable and stable home for a group of over 400 students with special education needs or who are pregnant or parenting teens.

In this packet I have provided some additional information about our district and the proposed NEC building as well as a packet of thank you letters to President Obama from current Hosterman students, some of whom will be attending our new school that will open in the fall of 2012! We hope you'll be able to join us at the ribbon cutting so that our entire school community will be able to say thank you as well.

Sincerely,

Sandra Lewandowski,  
Superintendent

# Intermediate District 287

## 2010-2011 Curriculum and Instruction

### Focus and Investments

#### The Vision:

Over the past several years, we have put structures in place to centralize support to high quality teaching and learning. We have invested in reading instruction and Social Emotion Learning (SEL) as well as created Professional Learning Communities (PLCs), curriculum work groups, and a sound technology infrastructure.

Next year, we want to take this to a new level:

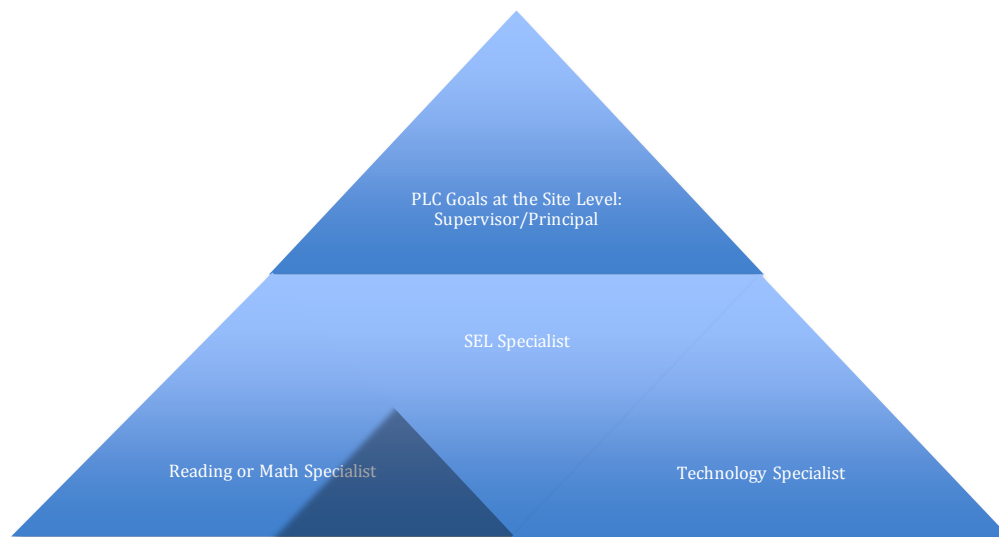
- adding more reading support,
- beginning to add math specialists,
- infusing technology access and training, and
- coordinating curriculum review and purchase.

We have prioritized these efforts in our budgeting so that we can invest our time and resources even more purposefully to increase student achievement.

#### The Superstructure:

Professional Learning Community Goals at Site Level will provide direction for a reading or math focus:

- Supervisors will begin to work together to determine appropriate goals this summer, coordinating targets for and assessment of student learning. A plan to transition sharing assessment data that resides currently on SharePoint to the developing data dashboards will be considered.
- Specialists at the Site Level will advise administrators and together devise a plan on how to achieve the goal



- Specialists represent reading and/or math, technology (possibly related to the reading or math discipline), and SEL create a training/meeting/support plan to achieve and assess the goal.

## The Resources:

- We have the capacity to add some additional FTE (reading, math, technology, or some combination) which can be partial positions
- The manner in which reading is now more universal will be the model for adding math in 2010-2011 and subsequent disciplines in future years: begin with a study; then, ideally, add a small amount of coordination time of two people at least one of whom has a technology specialty within the discipline; then begin adding specialists at the site level
- The specialists will be coordinated by Char with Chad's assistance
- The larger effort will be coordinated with Laura, Char, and Jane through the SIT team
- Reading specialists will begin to integrate more NWEA tools training into the Curriculum Groups
- Technology resources will make Smart boards increasingly available to all teaching staff
- Innovation Coaches that will be added as a result of Strategy 3 will also potentially be some of the current Smart board early adopters who may provide technology training/support

## The TBDs:

- What questions do you have that will help shape the planning?

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

Regular Meeting – April 22, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORTS

ITEM: Approval of Routine Monthly Finance Report

PRESENTED BY: Janet A. Johnson, Director of Finance

**1. Background Information**

The March Budget vs. Actual Reports are presented for Board information and review. These reports indicate that year-to-date revenue in all funds (excluding the SEC building project) totals \$46,124,413, or 62.5% of the revised revenue budget of \$73,818,687. Year-to-date expenditures in all funds (excluding the SEC building project), total \$45,911,924 or 63.1% of the revised expenditure budget of \$72,817,617.

The reports show actual amounts (Revenue on one sheet and Expenditures on the other), and their percentage of budget. The Prior Year Actual column represents June 30, 2009. Additional detail is available on request.

DDA

Attachments

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

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

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

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

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

REPORT: EXPREV 006 REVENUE SUMMARY BY FUND - Board Report  
 STATEMENT OF REVENUE  
 DIST 287 Intermediate District 287 ACCOUNTING PERIOD 03/01/10 TO 03/31/10

RUN: TUE 041310 15:40 PAGE 1

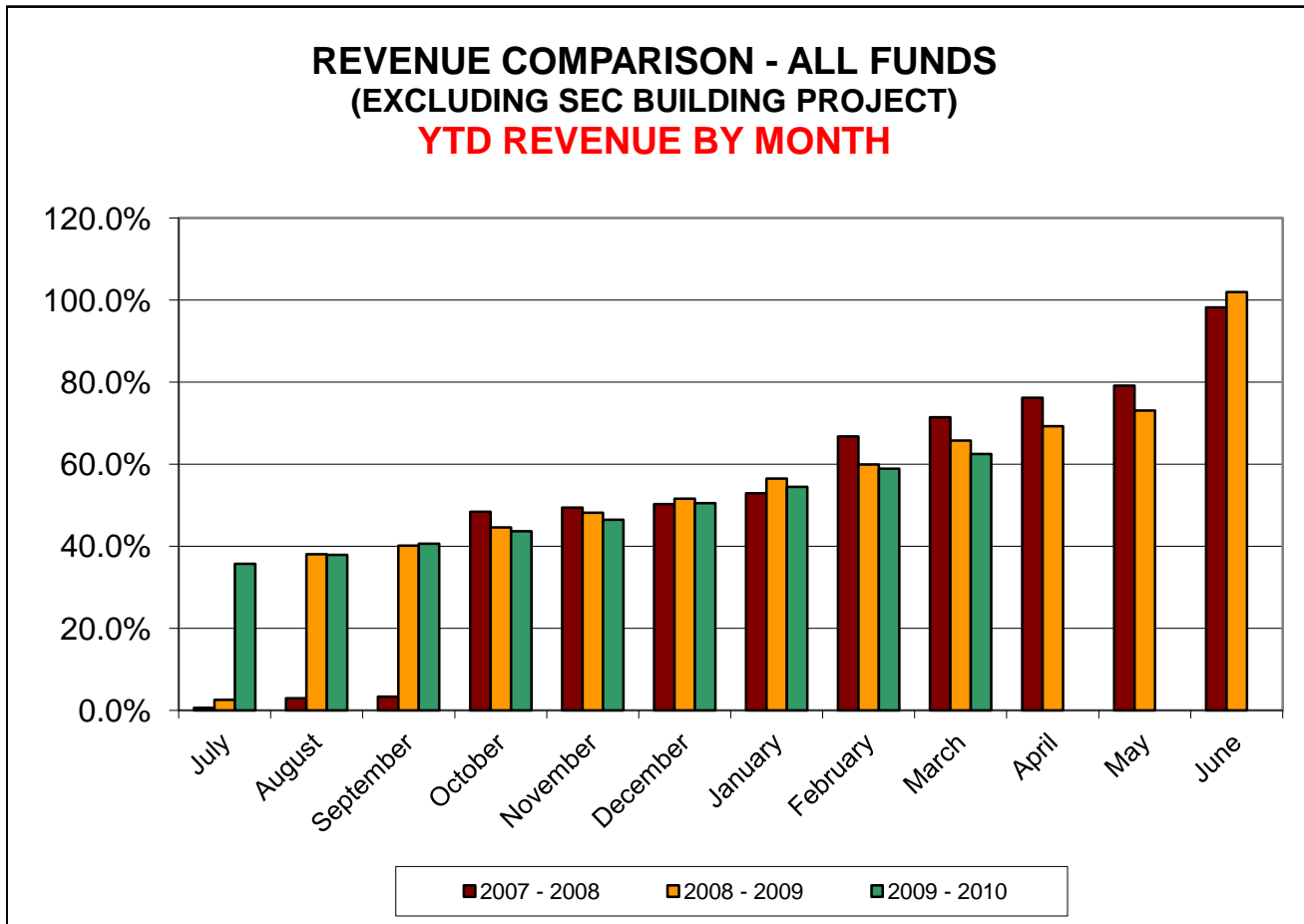
ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999  
 ZERO BALANCES: Suppress Zero Balances INCLUDE/EXCLUDES: EXL FD 11 11  
 SORTED BY: ACCOUNT FD  
 SUBTOTALLED BY: ACCOUNT FD  
 SERIES TOTALS: <None Selected>  
 PAGE BREAK ON: <None Selected>

FD 01	PRIOR YEAR ACTUAL	< - - - - - REVISED BUDGET	FISCAL YEAR 200907		REMAINING ON 03/31/10	PERCENT REMAINING
			03/01/10 03/31/10	RECEIVED THRU 03/31/10		
01 GENERAL FUND	17,467,227.38	18,267,606	149,137.40	9,679,188.34	8,588,417.66	47.01 %
02 FOOD SERVICE FUND	302,050.35	330,873	1,282.90	64,378.54	266,494.46	80.54 %
04 COMMUNITY SERVICE FUND	266,239.17	261,802	23,215.22	175,767.51	86,034.49	32.86 %
09 AGENCY FUND - FLEX FUND	345,077.73	0	29,972.59	213,694.28	213,694.28-	0.00 %
12 ALC-ACADEMIC	7,079,991.62	7,429,221	515,712.24	6,571,535.62	857,685.38	11.54 %
13 CAREER & TECH	2,041,177.52	2,256,631	1,144.54	1,523,047.77	733,583.23	32.50 %
14 SPECIAL EDUCATION	43,835,532.02	45,243,754	2,073,403.11	27,268,591.01	17,975,162.99	39.72 %
20 INTERNAL SERVICE FUND	455,152.13	0	140,537.34-	215,699.72	215,699.72-	0.00 %
30 KEYSTONE ITD	789,702.24	0	0.00	393,964.90	393,964.90-	0.00 %
41 DONATIONS	0.00	0	162.03	2,036.15	2,036.15-	0.00 %
51 STUDENT CLUBS	33,018.69	28,800	7,246.39	16,508.87	12,291.13	42.67 %
*** REPORT TOTALS:	72,615,168.85	73,818,687	2,660,739.08	46,124,412.71	27,694,274.29	37.51 %

# DISTRICT 287

## REVENUE COMPARISON - ALL FUNDS EXCLUDING SEC BUILDING PROJECT

Month	2007 - 2008		2008 - 2009		2009 - 2010	
	\$ Amount	% of Budget	\$ Amount	% of Budget	\$ Amount	% of Budget
July	400,609	0.6%	1,848,739	2.6%	26,339,259	35.7%
August	1,432,190	3.0%	25,269,197	38.1%	1,662,122	37.9%
September	235,664	3.3%	1,488,574	40.2%	2,014,369	40.7%
October	27,973,935	48.4%	3,156,289	44.6%	2,236,266	43.7%
November	612,106	49.4%	2,534,489	48.2%	2,016,891	46.4%
December	542,422	50.3%	2,467,467	51.6%	3,033,588	50.5%
January	1,662,562	52.9%	3,455,875	56.5%	2,938,663	54.5%
February	8,585,201	66.8%	2,420,448	59.9%	3,222,516	58.9%
March	2,880,213	71.4%	4,158,279	65.7%	2,660,739	62.5%
April	2,946,944	76.2%	2,528,874	69.3%		
May	1,848,504	79.1%	2,695,389	73.1%		
June	11,826,805	98.2%	20,591,549	102.0%		
<b>TOTAL</b>	<b>60,947,155</b>	<b>98.2%</b>	<b>72,615,169</b>	<b>102.0%</b>	<b>46,124,413</b>	<b>62.5%</b>
<b>BUDGET</b>	<u><u>62,060,730</u></u>		<u><u>71,203,550</u></u>		<u><u>73,818,687</u></u>	



REPORT: EXPREV 007 EXPENDITURE SUMMARY BY FUND - Board Rept  
 STATEMENT OF EXPENDITURES  
 DIST 287 Intermediate District 287 ACCOUNTING PERIOD 03/01/10 TO 03/31/10

RUN: TUE 041310 15:40 PAGE 1

ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999  
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 SUBTOTALED BY: ACCOUNT FD  
 SERIES TOTALS: <None Selected>  
 PAGE BREAK ON: <None Selected>

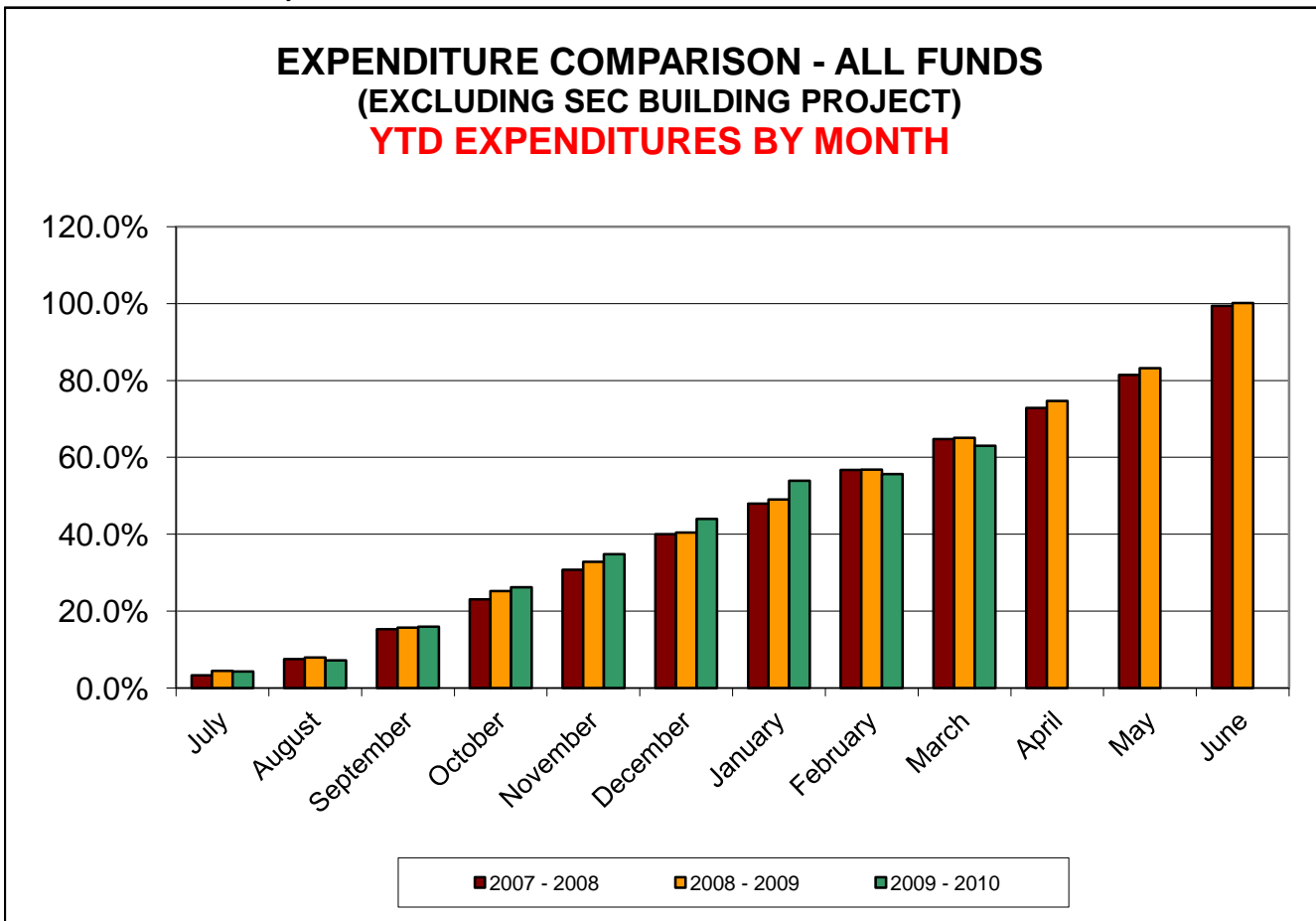
FD 01	PRIOR YEAR ACTUAL	FISCAL YEAR 200907						
		< - - - - - REVISED BUDGET	03/01/10 03/31/10	EXPENDED THRU 03/31/10	ENCUMBERED THRU 03/31/10	REMAINING ON 03/31/10	PERCENT REMAINING	
01 GENERAL FUND	17,852,731.87	18,200,580	1,011,454.65	12,079,189.89	1,263,268.90	4,858,121.21	26.69 %	
02 FOOD SERVICE	302,050.35	330,873	20,685.21	164,164.47	84,117.90	82,590.63	24.96 %	
04 COMMUNITY SERVICE FUND	289,448.48	335,050	17,007.65	232,072.55	38,709.04	64,268.41	19.18 %	
09 AGENCY FUND - FLEX FUND	341,688.38	0	29,972.59	214,140.54		214,140.54-	0.00 %	
12 ALC-ACADEMIC	7,224,666.69	7,273,505	583,754.84	4,555,459.07	154,320.77	2,563,725.16	35.24 %	
13 CAREER & TECH	2,006,377.55	2,038,263	125,706.75	1,024,280.86	38,387.38	975,594.76	47.86 %	
14 SPECIAL EDUCATION	41,043,925.36	44,610,546	3,531,749.22	27,020,436.39	723,313.11	16,866,796.50	37.80 %	
20 INTERNAL SERVICE FUND	492,265.73	0	38,087.36	163,058.10		163,058.10-	0.00 %	
30 KEYSTONE IDT	789,702.24	0	50,000.00	450,000.00	150,000.00	600,000.00-	0.00 %	
51 STUDENT CLUBS	30,181.55	28,800	1,358.51	9,122.08	519.96	19,157.96	66.52 %	
*** REPORT TOTALS:	70,373,038.20	72,817,617	5,409,776.78	45,911,923.95	2,452,637.06	24,453,055.99	33.58 %	

# DISTRICT 287

## EXPENDITURE COMPARISON - ALL FUNDS EXCLUDING SEC BUILDING PROJECT

Month	2007 - 2008		2008 - 2009		2009 - 2010	
	\$ Amount	% of Budget	\$ Amount	% of Budget	\$ Amount	% of Budget
July	2,008,388	3.3%	3,131,464	4.5%	3,110,761	4.3%
August	2,561,280	7.5%	2,428,763	7.9%	2,109,112	7.2%
September	4,716,139	15.3%	5,457,295	15.7%	6,398,418	16.0%
October	4,726,362	23.0%	6,728,518	25.3%	7,497,732	26.3%
November	4,673,596	30.7%	5,330,730	32.8%	6,246,933	34.8%
December	5,674,687	40.1%	5,361,530	40.5%	6,653,398	44.0% *
January	4,836,357	48.0%	6,044,579	49.1%	7,240,751	53.9% *
February	5,284,415	56.7%	5,459,050	56.8%	1,245,041	55.6% *
March	4,912,859	64.8%	5,770,557	65.1%	5,409,777	63.1%
April	4,917,092	72.9%	6,755,660	74.7%		
May	5,233,528	81.5%	6,017,108	83.2%		
June	10,913,129	99.4%	11,887,784	100.1%		
<b>TOTAL</b>	<b>60,457,830</b>	<b>99.4%</b>	<b>70,373,038</b>	<b>100.1%</b>	<b>45,911,924</b>	<b>63.1% *</b>
<b>BUDGET</b>	<b>60,816,267</b>		<b>70,271,671</b>		<b>72,817,617</b>	

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



# INTERMEDIATE DISTRICT 287

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*Partner in Education*

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DATE: **April 13, 2010**

TO: Members of the School Board

FROM: Janet A. Johnson, Director of Finance

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

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

- |  |  |
|--|--|
| 1. Claim payments for: March 2010  | Totaling <u><u>\$ 3,527,540.72</u></u> |
| a) Check #'s <b>477236 - 477710, 70006003 - 70006174</b><br>and Electronic Wire Transfers out - #'s <b>2126 - 2137</b> |  |
| 2. Payroll for: March 2010   | Totaling <u><u>\$ 2,117,611.50</u></u> |
| a) Check #'s <b>675052 - 675071</b><br>b) Direct Deposit #'s <b>166864 - 168649</b>                                    |  |
| 3. Receipts for: March 2010  | Totaling <u><u>\$ 4,492,290.29</u></u> |
| a) Receipt #'s <b>126146 - 126369</b><br>and Electronic Wire Transfers in  |  |
| 4. Investments at end of month   | Totaling <u><u>\$ 6,908,323.70</u></u> |

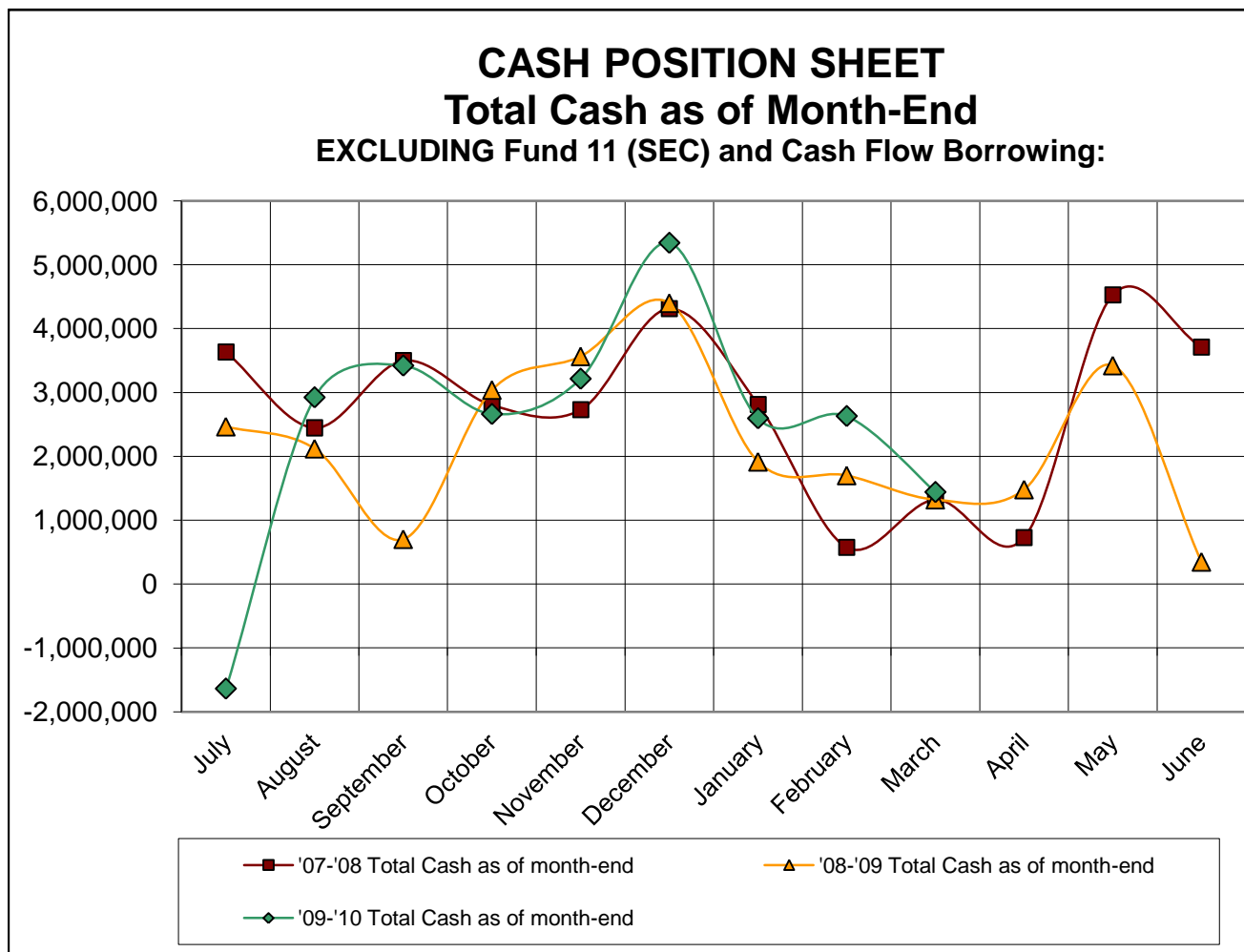
Expenditures, wire transfers, payroll, claims receipts and investments have been prepared under the direction of Dave Anderson and is presented for approval by the School Board. Dave and I would be glad to answer any questions.

# Intermediate District 287

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

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

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



**INTERMEDIATE DISTRICT 287  
MARCH 2010 ACTIVITY**

**WIRE TRANSFERS IN:**

DATE	AGENCY	TO	EF#	AMOUNT	DESCRIPTION
03/09/10	MN STATE COL & UNIV	MSDLAF	4513771	959.80	INV#66490 MNSCU CATERING & RENTAL
03/12/10	EDUCATION AID	MSDLAF	4524866	35,834.95	01S211 GEN ED AID 10 50/50 COMPENSATORY REV
	EDUCATION AID	MSDLAF	4524866	1,803,631.96	01S360 SPEC EDUC AID 10
03/29/10	EDUCATION AID	MSDLAF	4550015	43,001.94	01S211 GEN ED AID 10 50/50 COMPENSATORY REV
03/30/10	H55 DHS-MMIS	MSDLAF	4553644	227,761.56	141708073 MA IEP SERVICES THIRD PARTY BILLING
	H55 DHS-MMIS	MSDLAF	4553644	1,231.59	1417080730 MC REMA IEP SRVCS THIRD PARTY BILLING
	H55 DHS-MMIS	MSDLAF	4553644	-66.77	1417080730 MA NEG BEGINNING BALFED
	H55 DHS-MMIS	MSDLAF	4553644	-41.64	1417080730 MA NEG BEGINNING BALSTATE

<b>MTD TOTALS</b>	<b><u>2,112,313.39</u></b>			
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**WIRE TRANSFERS OUT:**

DATE	FROM	AGENCY	EF#	AMOUNT	DESCRIPTION
03/15/10	MSDLAF	BANK CARD SERVICE	2126	286.48	MERCHANT FEES FEB 09
	MSDLAF	WELLS FARGO	2127	119,318.37	WELLS FARGO BROKERAGE SVS LLC
	MSDLAF	MN DEPT OF REVENUE	2128	61,598.46	STATE WITHOLDING TAXES
	MSDLAF	US BANK	2129	373,547.17	FEDERAL TAXES
	MSDLAF	US BANK		1,057,151.17	DIRECT DEPOSIT PAYROLL
	MSDLAF	EBC	2130	69,943.55	EMPLOYEE & EMPLOYER 403B
03/31/10	MSDLAF	MN DEPT OF REVENUE	2131	61,236.75	STATE WITHOLDING TAXES
	MSDLAF	US BANK	2132	371,187.49	FEDERAL TAXES
	MSDLAF	US BANK		1,044,625.39	DIRECT DEPOSIT PAYROLL
	MSDLAF	ING	2133	113,248.14	MN STATE RETIREMENT
	MSDLAF	EBC	2134	70,497.30	EMPLOYEE & EMPLOYER 403B
	MSDLAF	EBC	2135	99,377.64	RETIRED SEVERANCE
	MSDLAF	US BANK	2136	29,972.59	CORP. HEALTH SYSTEMS MAR 2010
	MSDLAF	DELUX FOR BUSINESS	2137	180.49	DEPOSIT BOOKS (3200)

<b>MTD TOTALS</b>	<b><u>3,472,170.99</u></b>			
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# Intermediate District 287

## 2009-10 Monthly Program ADM Data by Division

(does not include services)

ALC/ELL

Mentor Connection

Career & Tech Level III

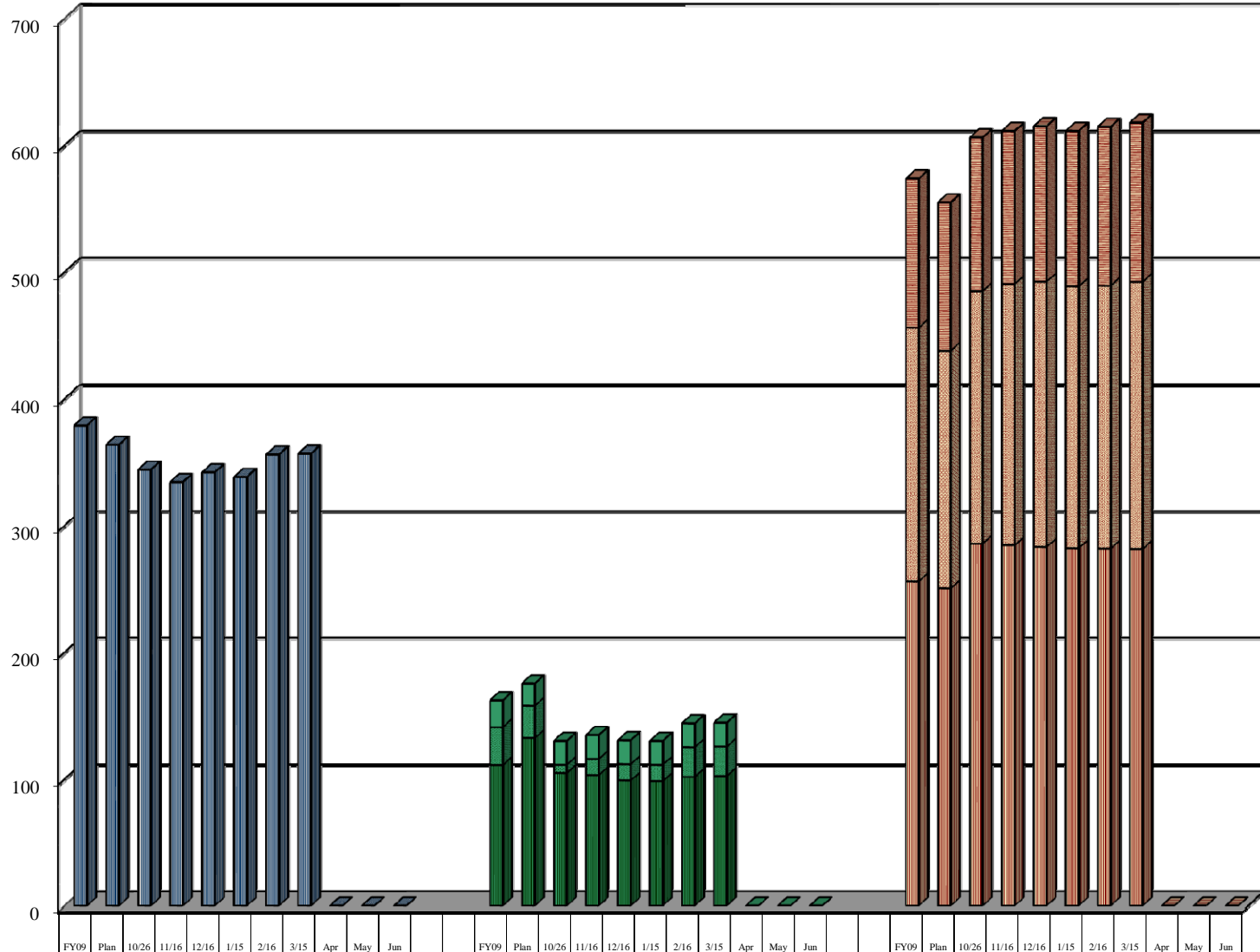
Career & Tech Level I and II

Special Ed

Multi-Categorical

DCD/EBD & EBD

Transition



	ALC/ELL									CAREER & TECH									SPECIAL EDUCATION														
	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	Apr	May	Jun	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	Apr	May	Jun	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	Apr	May	Jun
Multi-Categorical																																	
DCD/EBD & EBD																																	
Transition																																	
Mentor Connection																																	
Level III																																	
Level I and II																																	
ALC/ELL	378.91	363.71	344.05	334.20	341.92	338.24	355.83	356.55	0.00	0.00	0.00																						

**DONATIONS  
INTERMEDIATE DISTRICT 287  
2009-2010**

March 2010

<b>DON. DATE</b>	<b>DESCRIPTION</b>	<b>VIN#</b>	<b>EST VALUE</b>	<b>DONOR</b>	<b>SS# OR FED ID#</b>	<b>PROGRAM</b>
03/02/10	SEATING LINER & POSITIONING BELTS		\$ 136.00	CARR, KRISTI & MIKE		PHYSICAL THERAPY
03/03/10	CHECK		\$ 50.00	HESS-STEVENSON, KATHRYN		PHASE N, SUNT & STRIVE
03/17/10	CHECK		\$ 29.29	WELLS FARGO FDN/SCOTT WILSON		GENERAL FUND
03/17/10	CHECK		\$ 50.00	WOLTER, CASSANDRA & KENNETH		PHASE NORTH
			\$ 265.29			

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

**GROUP:** Facilities Committee

**DATE:** March 29, 2010

**TIME:** 8:15 – 11:00 a.m.

**LOCATION:** Superintendent's Office

**PROTOCOLS:**

Decisions will be made via consensus on the agenda items.

**CONVENER:** Sandy Lewandowski

**FACILITATOR:** Sandy Lewandowski

**ATTENDING:** Steve Antolak, Colleen Baumtrog, Don Draayer, Michèle Kunz, Peyton Robb, Tom Shultz, Rick Wessling (TSP)

**LONG TERM PURPOSE**

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

AGENDA ITEMS	OUTCOMES	TIME BUDGETED	ACTION
1. Parameters for TSP Contract	<ul style="list-style-type: none"> <li>Committee members will determine fiscal parameters for TSP contract for NEC</li> </ul>	45 minutes 8:15 – 9:00	<ul style="list-style-type: none"> <li>Three parameters identified                             <ul style="list-style-type: none"> <li>Fees should not exceed a 5.5% of the construction costs <b>Note:</b> additional clarity is needed on the 5.5% demo fee. An added lens on the overall cost parameter would be to review the A&amp;E costs for SEC vs. NEC. If they are equal, that would represent a good value for the district because NEC is approximately 11% larger than SEC.</li> <li>Areas subject to hourly rates should be reviewed by Administration to ensure the extent of the need, i.e. technology</li> <li>Work should include standards needed for LEED certification, but should not include the actual certification process</li> </ul> </li> </ul>
2. Charge Statement and Levels of Authority	<ul style="list-style-type: none"> <li>Committee members will review and revise as needed the Facilities Committee Charge Statement</li> <li>Committee members will review and discuss Levels of Authority and revise if time allows</li> </ul>	60 minutes 9:00 – 10:00	<ul style="list-style-type: none"> <li>To be discussed at next scheduled meeting, Thursday, April 1, 2010</li> </ul>
3. TSP Contract	<ul style="list-style-type: none"> <li>Committee members will review and approve TSP contract for Superintendent's signature</li> </ul>	60 minutes 10:00 – 11:00	<ul style="list-style-type: none"> <li>To be discussed at next scheduled meeting, Thursday, April 1, 2010</li> </ul>

**INFORMATIONAL ITEMS/DATES TO REMEMBER:**

Next meeting scheduled for Thursday, April 1, 2010, Superintendent's Office

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

## GROUP: Facilities Committee

DATE: April 1, 2010

TIME: 8:00 – 9:30 a.m.

LOCATION: Superintendent's Office

### PROTOCOLS:

Decisions will be made via consensus on the agenda items.

CONVENER: Sandy Lewandowski

FACILITATOR: Sandy Lewandowski

### LONG TERM PURPOSE

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

AGENDA ITEMS	OUTCOMES	TIME BUDGETED	ACTION
1. TSP Contract	<ul style="list-style-type: none"> <li>Committee members will review and approve TSP contract for Superintendent's signature</li> </ul>	20 minutes 8:00 – 8:20	<ul style="list-style-type: none"> <li>A review of contract and fee matrix was held. Motion for approval of TSP contract was made by Don Draayer and seconded by Michèle Kunz. Motion was passed with 3 in favor, 1 advisory yes (Linda Johnson) and 1 observer (Steve Antolak via phone). Superintendent was authorized to sign TSP contract as written.</li> </ul>
2. Charge Statement and Levels of Authority	<ul style="list-style-type: none"> <li>Committee members will review and revise as needed the Facilities Committee Charge Statement</li> <li>Committee members will review and discuss Levels of Authority and revise if time allows</li> </ul>	45 minutes 8:20 – 9:05	<ul style="list-style-type: none"> <li>The Board asked that Administration develop a draft <i>Charge Statement</i> for the Committee. Reference to include the <i>Strategy Plan</i>.</li> </ul>
3. Best Value and General Contractor	<ul style="list-style-type: none"> <li>Best Value vs. Low Bid</li> <li>Construction Manager vs. General Contractor</li> </ul>	25 minutes 9:05 – 9:30	<ul style="list-style-type: none"> <li>The present consensus was that use of a General Contractor was a good match for this project. The Committee asked Administration to develop 287's preliminary criteria. Tom will begin developing such criteria prior to the next Committee meeting and a pro/con list (one page) or a Best Value vs. Low Bid.</li> </ul>

### INFORMATIONAL ITEMS/DATES TO REMEMBER:

- The Committee also recommended that Linda Johnson be added as an official Committee member.
- The next Committee meeting will include a Best Value discussion. Any Board member who is interested will be invited to that Committee meeting.
- Wauneen and Tom will arrange next meeting date.

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

**GROUP:** Facilities Committee

**DATE:** April 13, 2010

**TIME:** 8:30 – 10:00 a.m.

**LOCATION:** DSC Board Room

**PROTOCOLS:**

Decisions will be made via consensus on the agenda items.

**CONVENER:** Tom Shultz

**FACILITATOR:** Peyton Robb

**ATTENDING:** Steve Antolak, Colleen Baumtrog, Don Draayer, Janet Johnson, Linda Johnson, Michèle Kunz, Sandy Lewandowski, Peyton Robb, Tom Shultz,

**LONG TERM PURPOSE**

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

AGENDA ITEMS	OUTCOMES	TIME BUDGETED	ACTION
1. Charge Statement	<ul style="list-style-type: none"> <li>Committee members will review the Facilities Committee Charge Statement and revise as needed.</li> </ul>	15 minutes 8:30 – 8:45	<ul style="list-style-type: none"> <li>After discussion, a motion to approve the Charge Statement as written was made by <a href="#">Michèle Kunz</a>, seconded by Don Draayer and approved unanimously. This will be brought to the full Board for approval.</li> </ul>
2. Financing	<ul style="list-style-type: none"> <li>Committee members will discuss the implications of the Qualified School Construction Bond Award.</li> </ul>	20 minutes 8:45 – 9:05	<ul style="list-style-type: none"> <li>Janet Johnson led the discussion on financing. Handouts included a letter from the Commissioner of the MDE awarding 287 \$15,626,259 in QSCB bonds for construction, and a graph showing total lease cost comparisons through 2035 utilizing this new federal stimulus funding..</li> <li>There is a potential we might receive additional QSCB bonds if other eligible districts do not meet issuance requirements. We will check back in July on this issue as financing must be completed prior to 12/31/10.</li> <li>If needed, additional funds can be can be obtained using Build America Bonds (BABs).</li> <li>Three versions of the new debt runs were indicated based on project costs of \$25, \$22.5 and \$20 million. With any of the 3, we would reach break even point.</li> </ul>
3. Levels of Authority	<ul style="list-style-type: none"> <li>Committee members will review and discuss Levels of Authority and revise as needed.</li> </ul>	20 minutes 9:05 – 9:25	<ul style="list-style-type: none"> <li>After discussion, a motion made by Peyton Robb, seconded by Don Draayer and approved unanimously to list the committee member names on this document and to bring this document to the full Board for approval.</li> <li>It was noted to remove the Board action item to add Linda Johnson to Facilities Committee.</li> <li>After discussion about a concern related to a cumulative limit to change orders, it was decided that at a future meeting, we will discuss the reporting method that we will use to inform the Board of change orders..</li> </ul>

4. Purchase Agreement	<ul style="list-style-type: none"> <li>Committee members will review and recommend approval of the Purchase Agreement for the purchase of land for NEC.</li> </ul>	<p>10 minutes 9:25 – 9:35</p>	<ul style="list-style-type: none"> <li>The Purchase Agreement items discussed: Right of First Refusal and the stipulation not to sell to a Charter School .</li> <li>There were no fundamental objections and the next step is for Sarah Sonsalla, Kennedy-Graven attorney to meetin with Colleen and Tom to,.review the document to accommodate 287 interests.</li> <li>Revised document will be sent to committee members electronically for their review with a plan to meet ½ hour prior to the April 22, 2010 Board meeting.</li> </ul>
5. Best Value Procurement	<ul style="list-style-type: none"> <li>Committee members will discuss the Best Value conference and determine if 287 will use this method for NEC</li> </ul>	<p>30 minutes 9:35 – 10:05</p>	<ul style="list-style-type: none"> <li>Best Value is a proprietary process. If approved by the Board we would hire Arizona State University, ASU, to work with us along with U of MN, on the NEC project. They would provide assistance regarding the process including the criteria for selecting a general contractor.</li> <li>The contract for the Arizona State University Best Value assistance is approximately \$30,000 . We have not yet seen the contract, but with the Board’s direction, we would obtain a copy and work with our attorney on this contract. The contract amount includes our attendance at the AZ conference, their two trips here. Presentation at the IFMA conference was at no additional charge.</li> <li>Tom Shultz will prepare a memo for the Board regarding Best Value that will incorporate the language changes to his 4-13 memo that we discussed today, a brief history of Best Value and a listing of construction projects that the Arizona State University Best Value process has utilized such as the 35W bridge project. A copy of the MSBA Journal article Best Value process will also be included in the Board packet for the 4-13 meeting..</li> <li>A Motion to seek full Board approval to use the Best Value process for NEC was made by Don Draayer, seconded by Steve Antolak, and approved unanimously.</li> </ul>
6. Future Meeting Dates	<ul style="list-style-type: none"> <li>The Committee members will agree on future dates &amp; times for meetings.</li> </ul>	<p>10 minutes 10:05 – 10:15</p>	<ul style="list-style-type: none"> <li>It was decided that future meetings will be held the 2<sup>nd</sup> Tuesday of every month from 8:30 – 10:00 AM.</li> <li>We will plan to have a meeting on 4-22 just prior to the Board meeting from 6:00-6:30 to review the Purchase Agreement for NEC if this document is ready for Board action at that time.</li> <li>Fran to send out recurring meeting notice to committee members.</li> </ul>

#### HANDOUTS

- Draft Charge Statement
- Original 8/6/06 Levels of Authority doc for SEC showing recommended changes for NEC
- Proposed new Levels of Authority with final format
- Memo from Commissioner Seagren dated 3/31/10 re QSCB allocation
- Revised Total Lease Cost Comparison Graphs using \$15,625 million in QSCB funding for NEC 4/7/10
- 1<sup>st</sup> Draft of Purchase Agreement for NEC
- Draft Best Value Pro – Con list

#### INFORMATIONAL ITEMS/DATES TO REMEMBER:

- Method to inform the Board about cumulative amounts on change orders
- Next meeting to be held Tuesday, May 18, 2010 at 8:30 AM at the DSC Board Room

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

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

Regular Meeting – April 22, 2010

**AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT**

**ITEM: 8.2.2. Approval of Facilities Committee Charge  
Statement and Levels of Authority Documents**

**PRESENTED BY: Tom Shultz, Facilities Administrator**

**1. Background Information**

The *Charge Statement and Levels of Authority* documents for the North Education Center (NEC) construction project were reviewed and approved by the Board Facilities Committee at the April 13, 2010 meeting.

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

**3. RECOMMENDED ACTION: Board Approval of *Charge Statement and Levels of Authority* documents for the North Education Center (NEC) construction project.**

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

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

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

# Intermediate District 287

## RESPONSIVE. INNOVATIVE. SOLUTIONS.

4-22-10

### **Charge Statement Board Facilities Committee**

The purpose of the Board Facilities Committee is to provide direction and fiscal oversight for the North Education Center, (NEC) construction project. The Committee will act on elements of the strategic plan, promoting the mission and vision of Intermediate District 287.

Recommendations made by the Board Facilities Committee will be considered for action by the Intermediate District 287 School Board for implementation by the staff and administration of Intermediate District 287. The Levels of Authority decision making process for change orders will be followed.

The Committee will be comprised of five representatives of the Intermediate District 287 School Board.

Expectations of members include regular meeting attendance and active, constructive participation in discussions. Most decisions will be made through discussion to arrive at a consensus. The Committee may use a voting process if a consensus cannot be reached or if the magnitude of the decision warrants such action.

Original Document Board Approved 11/9/06  
Revised Document Board Approved 9/11/07

# Intermediate District 287

## RESPONSIVE. INNOVATIVE. SOLUTIONS.

### N.E.C. Construction Project

#### Levels of Authority

The following is the outline of level of authority, responsibility and corresponding decisions to be made associated with the construction of the North Education Center.

#### District 287 School Board

District 287 School Board provides the overall direction and decision making for the project. This includes:

- Approval of the N.E.C. project budget.
- Approval of contract awards resulting from the formal bid or Best Value process.
- Approval of add-alternate bids.
- Approval of bids that come in over budget.
- Approval of professional contracts. (Architects, Arizona Best Value etc.)
- Approval of project change orders less than \$25,000. By consent agenda as approved by the Facilities Committee, and/or Administration.
- Approval of changes to the contingency fund. By consent agenda as approved and recommended by the Facilities Committee.
- Formal full Board approval of change orders **in excess of \$25,000**. Requested action items will appear with the Board Facility Committee report.
- Approval of project payments after review and recommendation by the Facilities Administrator and Architect via the Board consent agenda.

#### District 287 Board Facilities Committee

A Board Facilities Committee will act as the working body for the Intermediate District #287 School Board. It is established to provide oversight and direction to administration regarding the NEC project. It will meet regularly as required to keep abreast of project status.

The Board Facilities Committee is made up of the following individuals and entities:

- Peyton Robb, Board Facilities Committee Chair
- Steve Antolak, Committee Member
- Don Draayer, Committee Member
- Michèle Kunz, Committee Member
- Linda Johnson, Committee Member
- Sandy Lewandowski, Superintendent
- Colleen Baumtrog, Executive Director of Administrative Services
- Thomas W. Shultz, Facilities Manager
- Janet Johnson, Director of Finance

Board Facilities Committee Responsibilities include:

- Review and recommend of the Architect contract.
- Review and recommend of the Best Value procurement vs. low bid methodology.
- Review and recommend of project budget.
- Establish priorities for project scope changes within set budget.
- Recommendation for approval at the end of each of the following design phases provided the design is within the overall project budget approved by the #287 School Board.
  - Schematic Design
  - Design Development
  - Construction Documents
- Review and recommend contract awards to the District 287 School Board.
- Monitor construction progress.
- Review running list of change orders on a monthly basis.
- Approval of change orders in **greater than \$10,000 but less than \$25,000**. The Board Facilities committee would provide approved changes to the District 287 School Board for board consent agenda approval during the construction phase.
- Recommend for approval changes to contingencies.
- Public relations.

### **District 287 Administrative Project Team**

The project team is made up of the following parties:

- Sandy Lewandowski, Superintendent
- Colleen Baumtrog, Executive Director of Administrative Services
- Jane Holmberg, Executive Director of Teaching and Learning
- Laura Keller-Gautsch, Executive Director of Special Education
- Thomas W. Shultz, Facilities Manager
- Janet Johnson, Director of Finance
- Chad Maxa, IT Manager
- TSP Architects
- General Contractor
- Owner's Representative

Responsibilities include:

- Administration of project functions.
- Approval of discussion items and decisions of the various groups.
- Recommendation of project expenditures (construction, furnishings and equipment) within project budget and limits.
- Approval of change orders **up to and including \$10,000**. Approval of change orders at this level is through Thomas W. Shultz, Facilities Manager and the Administrative Project Team. Approved changes would be provided to District 287 Board Facilities committee for review and subsequently to the District 287 School Board for board consent agenda approval during the construction phase.
- Recommendation of interior and exterior building finishes, layout, elevations, site development, etc. at each phase of design.
- Development and recommendation of overall project schedule within guidelines approved by the Board Facilities Committee.
- Liaison between School Board, Board Facilities Committee, and other entities involved in the project.

Original Document Approved by Board August 8, 2006

Revised Document Submitted for Board Approval April 22, 2010



March 31, 2010

Sandy Lewandowski, Director  
Intermediate School District #287  
1820 Xenium Lane  
Plymouth, MN 55441-3790

Dear Ms. Lewandowski:

The Minnesota Department of Education (MDE) has completed its review of applications submitted for the Qualified School Construction Bond (QSCB) program as provided for under Section 1521(a) of Title I of Division B of the American Recovery and Reinvestment Act of 2009.

This letter is an official notification that your application has met the selection criteria established by the MDE for the award of a 2010 QSCB allocation. In order to ensure the entire 2010 allocation is utilized, each district meeting the selection criteria has been placed in a pool of districts eligible for a 2010 QSCB allocation.

As an eligible district, you may claim your respective allocation and receive a formal QSCB allocation from MDE once all bond issuance requirements, including but not limited to voter approval (if necessary) and any other applicable MDE approvals or authorizations has been received. Upon receipt of a letter from the district superintendent certifying that all necessary MDE/voter approvals have been received along with a letter from the school district's financial advisor indicating the date (in calendar year 2010) and manner in which the district will issue QSCBs, MDE will formally issue a QSCB allocation to your district up to the amount of \$15,626,259.

Thank you for taking the time to explore federal programs available to assist school districts in the funding of capital projects and for working with us to improve school facilities for all Minnesota students and community users.

Sincerely,

A handwritten signature in blue ink that reads "Alice Seagren".

Alice Seagren  
Commissioner

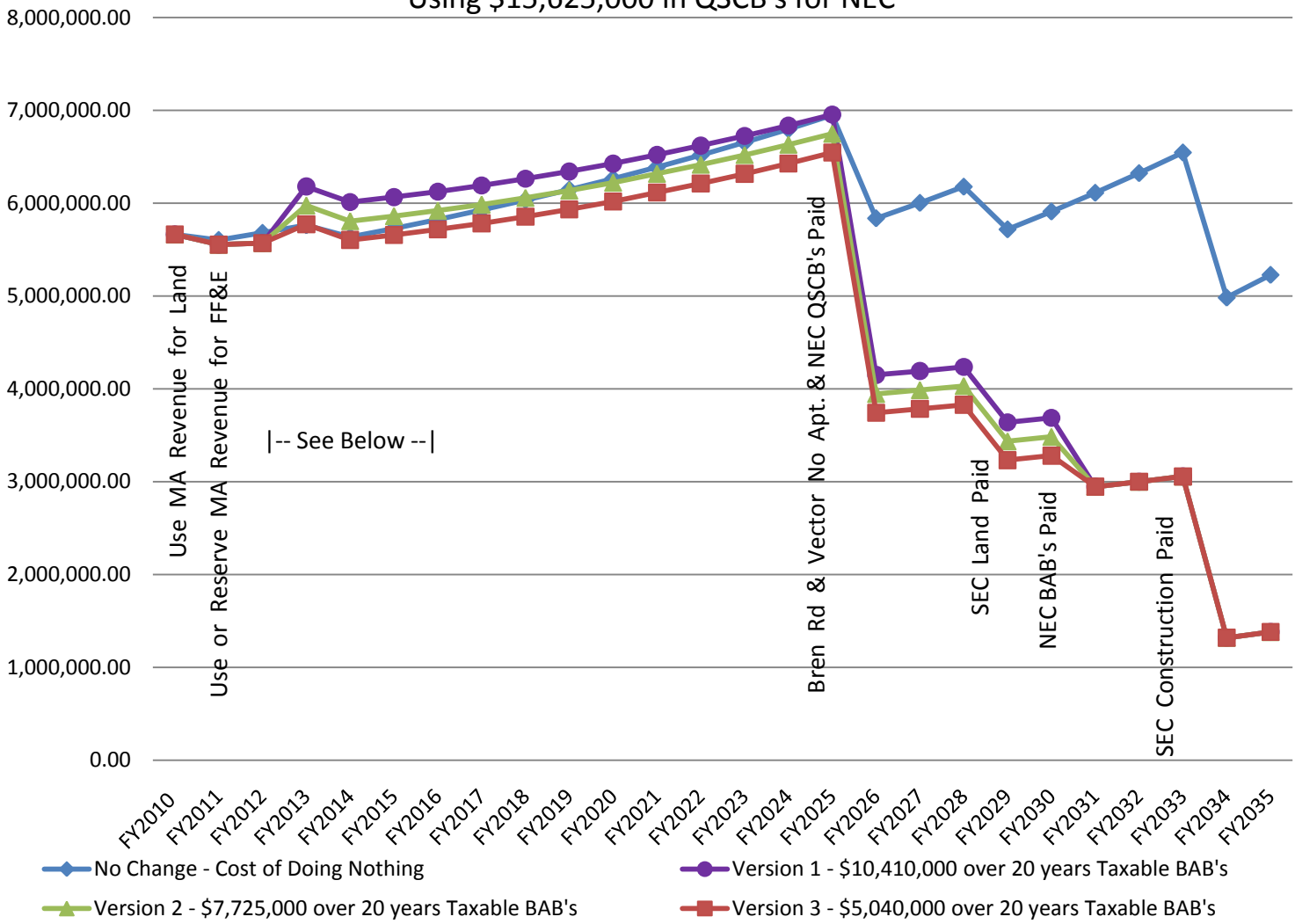
**RECIEVED**

**APR 06 2010**

**INTERMEDIATE DISTRICT 287  
SUPERINTINDENT'S OFFICE**

## Total Lease Cost Comparison

Using \$15,625,000 in QSCB's for NEC



**ASSUMPTIONS:**

- \* Finance amount based upon TSP's 3/1/2010 estimate for project costs.
- \* Financing completed prior to 12/31/10 using \$15,625,000 QSCB award and additional required amount in Build America Bonds (BAB's).
- \* Total borrowing is paid off in 20 years (FY30).
- \* New debt runs factor in FY12 payment as interest covered by Federal Stimulus dollars.
- \* **Version 1 - Total required for project is \$25,000,000**  
 Subsidy to cover additional cost in early years:  
     \$1.9 million from SEC escrow FY13-FY18  
     \$0.7 million from MA Revenue (\$200,000 FY19 decreasing to \$5,000 FY25)
- \* **Version 2 - Total required for project is \$22,500,000 (10% construction cost savings)**  
 Subsidy to cover additional cost in early years:  
     \$0.7 million from SEC escrow FY13-FY18  
     \$0.0 million from MA Revenue
- \* **Version 3 - Total required for project is \$20,000,000 (20% construction cost savings)**  
 Subsidy to cover additional cost in early years:  
     **NONE**
- \* FY34 and beyond shows all current capital leases (Principal & Interest) paid off and continued operating leases on 3 sites.

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

Regular Meeting – April 22, 2010

**AGENDA SECTION: ADMINISTRATIVE SERVICES**

**ITEM: 8.2.4 Approval of Resolution for Hosterman Land Purchase  
Purchase Agreement**

**PRESENTED BY: Peyton Robb, Chair of the Facilities Committee**

**1. Background Information**

At the March 25<sup>th</sup> meeting the District 287 Board directed administration to negotiate with the Robbinsdale Area Schools for the purchase of land at the Hosterman site. The Facilities Committee has reviewed the document and we are pleased to bring forward the attached Purchase Agreement. The purchase price is \$1,175,000.

The closing date is planned to take place approximately 30 days following the date the City of New Hope approves the land split on the Hosterman site.

**2. Fiscal Impact/Funding Source: This purchase will provide short term stability in lease costs and significant long term savings for member districts.**

**3. RECOMMENDED ACTION: That the Board pass the resolution to authorize the execution of the Purchase Agreement for the land at the Hosterman site.**

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

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

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

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD  
OF INTERMEDIATE DISTRICT NO. 287

HELD: April 22, 2010

Pursuant to due call and notice thereof, a regular meeting of the Board of Intermediate District No. 287, State of Minnesota, was duly held on April 22, 2010, at 6:30 o'clock p.m.

Member **Peyton Robb** introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING THE PURCHASE OF THE WESTERLY TEN ACRES OF THE LAND PARCEL AT THE HOSTERMAN SCHOOL SITE LOCATED AT: 5530 ZEALAND AVENUE NORTH, NEW HOPE, FROM INDEPENDENT SCHOOL DISTRICT NO. 281**

WHEREAS, Intermediate District 287 (the "District") has found that student enrollment in its programs have increased and has exceeded projections for 2009-10; and

WHEREAS, the District's long-term enrollment outlook suggests that member districts will continue to look to the District to educate high-need students who are most effectively served in customized facilities; and

WHEREAS, the District has been leasing the Hosterman School Property located at 5530 Zealand Ave North (the "Property") from Robbinsdale Area Schools, Independent School District No. 281 ("Robbinsdale") since July 1, 2000; and

WHEREAS, while leasing the Property, the District has found that the Property is and will continue to be in a good location to serve member district students; and

WHEREAS, Robbinsdale has agreed to sell the approximately 10 acre Property to the District at a purchase price of \$1,175,000.00; and

WHEREAS, the purchase of the Property by the District will be more cost-effective for the District than continuing to lease it; and

WHEREAS, the purchase of the Property will bring stability for the District's students by providing them with a long-term location;

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

1. The Purchase Agreement for the Hosterman School Property is hereby approved; and

2. The Chair and the Clerk are hereby authorized to execute the Purchase Agreement and any other documents necessary to effectuate the purchase of the Property.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

Abstain:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

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

Regular Meeting – April 22, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT

ITEM: 8.2.5. Approval of TSP Contract

PRESENTED BY: Tom Shultz, Facilities Administrator

**1. Background Information**

At the April 1, 2010 Board Facilities Committee meeting the committee reviewed and approved Superintendent Lewandowski to sign the *TSP Contract* for the North Education Center (NEC) project as written.

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

**3. RECOMMENDED ACTION: Board approval of *TSP Contract* for the North Education Center (NEC) project.**

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

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

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

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



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 1st day of April in the year 2010  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Intermediate School District 287  
1820 Xenium Lane Plymouth  
Plymouth, MN 55441

Telephone Number: 763-550-7120  
Fax Number: 763-550-7199

and the Architect:  
*(Name, legal status, address and other information)*

TSP, Inc.  
18707 Old Excelsior Blvd.  
Minnetonka, MN 55345

Telephone Number: 952-474-3291  
Fax Number: 952-474-3928

for the following Project:  
*(Name, location and detailed description)*

Intermediate District 287 - North Education Center  
5530 Zealand Avenue North  
New Hope, MN 55428

TSP Project Number: 05080925

Educational Facility Design through Construction

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

The project (North Education Center) generally consists of a 122,000 square foot building modeled after the South Education Center in its overall organization, site layout and building systems modified accordingly for particular needs of the proposed programs housed within the building. The project will be located on the western most 10 acres of a site located at 5530 Zealand Avenue North in New Hope, Minnesota. Hosterman School is approximately 176,000 square feet and will be demolished and the site cleared and prepared for new construction.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Phase I – Approximately November 1, 2010

Phase II – Approximately March 1, 2011

Schedule, dated March 16, 2010 describes Phases I and II and is made a part of this Agreement.

- .2 Substantial Completion date:

Approximately February 1, 2012

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall timely provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances with specific experience in the design of educational facilities. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect shall identify a representative authorized to action behalf of the Architect with respect to the Project and other key members of the design team set forth in Article 12 of this Agreement. The Architect shall not replace any of the key members without reasonable notice to and the reasonable consent of Owner.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall furnish proof of insurance confirming that it has procured the following required insurance coverage prior to execution of this Agreement. Such proof shall also confirm that Owner is named as an additional insured on all applicable policies and that the insurer has agreed that it will not cancel the insurance without giving the Architect thirty (30) days advanced written notice of its intent to cancel at any time during the claim period on this Project, which notice shall also be provided to Owner. The Architect shall likewise require from its consultants proof of insurance meeting the foregoing requirements as a condition to their engagement to perform services on the project: In the event Owner's liability limits under Minnesota Statutes chapter 466 are increased during the applicable claim period so that Architect's coverage below falls below any applicable limit, at Owner's option and additional premium cost, Architect shall increase its coverage limits to meet or exceed the new chapter 466 limits for the remaining claim period.

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability
  - Occurrence
  - \$1,000,000 each occurrence
  - \$2,000,000 general aggregate
- .2 Automobile Liability
  - \$1,000,000 combined single limit
- .3 Workers' Compensation
  - \$500,000 (statutory limits)
- .4 Professional Liability
  - Claims Made
  - \$2,000,000 per claim
  - \$2,000,000 aggregate

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. Unless the Owner disclaims or qualifies the accuracy of the information in writing, the Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall prepare designs and documents in accordance with design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services and prepare designs and documents accordingly.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## § 3.5 BIDDING OR PROPOSAL PHASE SERVICES

### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

## § 3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as it may be modified by Owner in consultation with the Architect. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Subject to the requirements of Sections 2.2 and 3.6.2.1, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 The Architect shall render initial decisions on claims by the Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods,

techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	NA	
§ 4.1.3 Measured drawings	NA	
§ 4.1.4 Existing facilities surveys	NA	
§ 4.1.5 Site Evaluation and Planning ()	Architect	
§ 4.1.6 Building information modeling	NA	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	TSP Consultant- TBD	
§ 4.1.9 Architectural Interior Design ()	Architect	
§ 4.1.10 Value Analysis (B204™–2007)	NA	
§ 4.1.11 Detailed cost estimating	NA	
§ 4.1.12 On-site project representation	NA	
§ 4.1.13 Conformed construction documents	NA	
§ 4.1.14 As-Designed Record drawings	NA	
§ 4.1.15 As-Constructed Record drawings	NA	
§ 4.1.16 Post occupancy evaluation	NA	
§ 4.1.17 Facility Support Services (B210™–2007)	NA	
§ 4.1.18 Tenant-related services	NA	
§ 4.1.19 Coordination of Owner’s consultants	NA	
§ 4.1.20 Telecommunications/data design	Architect	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	NA	
§ 4.1.22 Commissioning ()	Architect	
§ 4.1.23 Extensive environmentally responsible design	Architect	See 4.1.24
§ 4.1.24 LEED® Certification (B214™–2007)	NA	
§ 4.1.25 Fast-track design services	Architect	
§ 4.1.26 Historic Preservation (B205™–2007)	NA	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Architect	
§ 4.1.28 Food Service Design The Architect shall provide Food Service design for a production kitchen meeting Minnesota Department of Health Food Code guidelines.	Architect	
§ 4.1.29 Review and Comment The Architect shall assist the Owner in preparation of the Review and Comment documents required by the Minnesota Department of Education.	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

See services description Article 13.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. If the Architect believes Additional Services are required due to circumstances beyond the Architect's reasonable control, or the Architect believes services ordered by the Owner are Additional Services for which the Architect is entitled to additional compensation, the Architect shall so notify the Owner in writing and the Architect shall not proceed with such services before obtaining the written authorization of the Owner.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service except that the Architect's Basic Services shall include preparing Change Orders or Constructive Change Directives when the need therefore arises from the Architect's ambiguity, error or omission;
- .4 Evaluating more than five (5) Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Fifty ( 50 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-seven ( 27 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf only with respect to specific matters delegated to the representative in writing by the Owner's Board. In no event shall the Owner's representative have authority to agree to any adjustments in the Contract Sum or Contract Time. Adjustments to the Contract Sum or Contract Time require approval by the Owner's Board. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The Owner's non-exclusive license to use the Instruments of Service shall be governed by Section 9.7.

*(Paragraph deleted)*

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. Owner shall indemnify Architect against liability to third parties it incurs caused by Owner's unauthorized use of Instruments of Service, not to exceed Owner liability limits in Minnesota Statutes, Section 466.04, as it may be amended from time to time. Owner does not hereby waive the statutory liability limits in Minnesota Statutes chapter 466.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

*(Paragraph deleted)*

## § 8.2 MEDIATION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation. Mediation is not a condition precedent to commencing litigation, but the parties agree to mediate the dispute at the earliest reasonable time. If litigation is commenced, the parties agree to mediate before any dispositive motions or trial.

§ 8.2.1 The method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

## ARTICLE 9 TERMINATION OR SUSPENSION

*(Paragraphs deleted)*

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 In the event of Termination, and upon payment to the Architect of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants shall have a non-exclusive license to use the Architect's and its consultant's Instruments of Service, documents, data, and records relating to the Project, in the condition they were on the date of Termination, for the limited purpose of completing the Project. The Architect's contracts with its consultants shall incorporate provisions whereby its consultants agree to be bound by the terms of this section. Upon request, the Architect and its consultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse the Architect and its consultant for their reasonable copying and clerical expenses therefore.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

*(Paragraphs deleted)*

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, the Architect shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Stipulated Sum as per attached Fee Matrix, dated March 29, 2010

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Stipulated Sum as per attached Fee Matrix, dated March 29, 2010

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly as per Standard Rate Table titled "2009 TSP Standard Billing Rates", unless negotiated otherwise.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, or otherwise agreed before such services are performed, shall be the amount invoiced to the Architect plus Ten percent ( 10 %), provided the Architect shall not be entitled to compensation unless the Owner authorizes the services in writing.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

By phase as indicated on Fee Matrix dated March 19, 2010.

*(Table deleted)*

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services actually performed through the date of termination based on Architect's demonstrated pro-rata reasonable and necessary services and authorized expenses.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Attachment - Standard Rate Table titled "2009 TSP Standard Billing Rates",

Employee or Category	Rate
NA	NA

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed, pursuant to Minnesota Statutes, Section 471.425, Municipal Prompt Payment Act. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, but shall have rights under law. The Owner's right, if any, to offset sums due the Architect shall be governed by applicable law.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Core Project Team will be as follows: Rick Wessling, Mark Thiede, Justine Pliska, Tadd Holt, Jim Moravek and John Lonneman.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

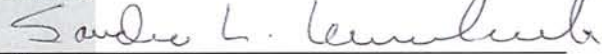
.3 Other documents:

*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

1. Standard Rate Table titled "2009 TSP Standard Billing Rates",
2. Fee Matrix dated March 29, 2010
3. Scope of Services Document dated 3/29/2010
4. Schedule dated March 16, 2010
5. Space Needs Program dated 2/17/2010
6. Project Budget dated 3/1/2010

This Agreement entered into as of the day and year first written above.

OWNER

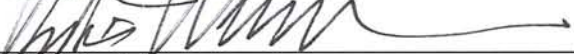
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(Signature)

Sandra Lewandowski, Superintendent

(Printed name and title)

ARCHITECT

---

(Signature)

Rick Wessling, Director

(Printed name and title)



Init.

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User Notes:



To Solve. To Excel. Together.

Fee Matrix  
 Intermediate District 287  
 North Education Center

December 9, 2009  
 Revised Dec 14, 2009  
 Revised Jan 11, 2010  
 Revised Feb 26, 2010  
 Revised March 1, 2010  
 Revised March 19, 2010  
 Revised March 24, 2010  
 Revised March 29, 2010

Basic Services

Additional Services

	Construction Costs			Contingency	Total
	\$500,000	\$1,800,000	\$20,770,000	\$1,200,000	\$23,770,000
	5.50%	5.50%	5.50%	0.00%	
	\$27,500	\$99,000	\$1,142,350	\$0	
Phase	Building Demo	Site	Building	Contingency	Sub Total
Pre-Dsn	\$0	\$0	\$25,000	\$0	\$25,000
SD	\$0	\$14,850	\$171,353	\$0	\$186,203
DD	\$0	\$19,800	\$228,470	\$0	\$248,270
CD	\$19,250	\$34,650	\$399,823	\$0	\$453,723
BN	\$1,375	\$4,950	\$57,118	\$0	\$63,443
CA	\$6,875	\$24,750	\$285,588	\$0	\$317,213
<b>Total</b>	<b>\$27,500</b>	<b>\$99,000</b>	<b>\$1,167,350</b>	<b>\$0</b>	<b>\$1,293,850</b>

Thru PUD    \$27,500    \$69,300    \$424,823

			350,000	814,000
			7.00%	10.00%
\$100,000	\$10,000	\$2,500	\$24,500	\$81,400
Commissioning	Energy Modeling	Review & Comment	FF&E	Technology and Security
\$0	\$0	\$0	\$0	\$0
\$15,000	\$4,000	\$2,500	\$3,675	\$12,210
\$20,000	\$4,000	\$0	\$4,900	\$16,280
\$35,000	\$1,000	\$0	\$8,575	\$28,490
\$5,000	\$0	\$0	\$1,225	\$4,070
\$25,000	\$1,000	\$0	\$6,125	\$20,350
<b>\$100,000</b>	<b>\$10,000</b>	<b>\$2,500</b>	<b>\$24,500</b>	<b>\$81,400</b>

\$1,512,250

\$15,000    \$4,000    \$2,500    \$3,675    \$12,210    **\$559,008**

	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12				
<b>1. Pre Design</b>	<b>Pre Design</b>																																					
	*Confirm Space Program *Confirm Overall Building Sz *Set Project Budget *Set Project Schedule *Site Due Diligence																																					
<b>2. Summer Transportation</b>				<b>Sum Tran</b>																																		
<b>3. Fall Transportation</b>				<b>Fall Transportation</b>																																		
<b>4. Finance (BAB)</b>				<b>Finance (BAB)</b>																																		
<b>5. Design</b>				<b>SD</b>			<b>DD</b>			<b>CD</b>																												
				<b>Schematic Design</b> *Site Design *Building Design *Building Systems Concepts *Energy Modeling *LEED Goals *Cost Estimate *Board Approval			<b>Design Development</b> *Develop Building Envelope *Develop Interior Fit Up *Develop Building Systems M, E, P, Technology *85% Complete Site Design *Watershed District Approval *Cost Estimate *Board Approval			<b>Construction Documents</b> *Building Details *Building System Details *Cost Estimate *Board Approval																												
<b>6. Review &amp; Comment</b>							<b>R &amp; C</b>																															
							*Collect Required Data *Submit Documents																															
<b>7. Conditional Use Permit</b>							<b>CUP</b>																															
							*Understand Process and Schedule *Prepare Documents *Neighborhood Meetings *Planning Commission Meetings *City Council Hearing			*Assumes 90 Day Process  *Possibly 120 Day Process																												
<b>8. Demolition Documents</b>				<b>Demo Doc</b>																																		
<b>9. Move to Sandburg</b>							<b>Move</b>																															
							*Contract Movers *Purge *Pack/ Move/ Unpack																															
<b>10. Demolition Bid</b>							<b>Bid</b>																															
							*Review Bids *Board Approval																															
<b>11. Abatement</b>							<b>Abate</b>																															
							*By ISD 281																															
<b>12. Demolish Hosterman</b>							<b>Demo</b>																															
							*Remove/Recycle Solid Waste *Remove Hazardous Waste *Demolish/Recycle Building																															
<b>13. Bid Phase 1</b>							<b>Bid Ph. 1</b>																															
							*Review Bids (PIPS) *Board Approval																															
<b>14. Bid Phase 2</b>							<b>Bid Ph. 2</b>																															
							*Review Bids (PIPS) *Board Approval																															
<b>15. Construction</b>							<b>Phase 1 Construction</b>			<b>Phase 2 Construction</b>																												
							*Site Work *Footings/Foundations *Structural Steel			*Remainder of the Work																												
<b>16. Project Closeout</b>																											<b>Project Closeout</b>											
																											*Complete Punch List *Submit Closeout Documents *Test and Balance *Complete Commissioning *Submit LEED Documents											
<b>17. Move to NEC</b>																											<b>Move</b>											
																											*Contract Movers *Pack/ Move/ Unpack *Install Furniture											

**TSP** Intermediate District 287  
 North Education Center  
 Preliminary Schedule- Hosterman  
 1/19/2009  
 3/15/2010 Revised  
 3/16/2010 Revised

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Article 4 -Additional Services

March 29, 2010

The following shall be inserted in Para 4.1.2:

4.1.1 – Programming

The Architect shall work with the appropriate Owners staff and representatives to develop and document the project space program. The Architect will work with the Owner to define the academic programs to be included in this facility and there specific facility requirements. The program shall define the specific program space requirements, adjacencies, and relationships. This program will be the basis of the project design as described elsewhere in this document.

4.1.5 – Site Evaluation and Planning

The Architect shall analyze the site designated by the Owner and prepare conceptual site development drawings illustrating land utilization, structure placement, hard and soft-scape development, pedestrian and vehicular access and circulation, parking, and utility systems. The Architect shall develop these drawings consistent with the requirements researched and identified with the applicable zoning and planning ordinances.

The Architect shall prepare the appropriate drawings and data for submittal to the appropriate government agencies for project and site development approvals. The Architect shall attend meetings, public hearings, and citizen informational meetings as defined in the appropriate governmental site development approval processes. Attendance at meetings, hearings and citizen informational meetings beyond the number defined in the regulatory process shall be additionally compensated.

4.1.7 – Civil Engineering

The Architect shall provide Civil Engineering services as appropriate for a project of this nature scope and scale. The Architect shall work with the appropriate government agencies to seek the appropriate project approvals.

4.1.8 – Landscape Architecture

The Architect shall provide Landscape Architecture services as appropriate for a project of this nature scope and scale defining hard and soft-scape site development. The Architect shall work with the appropriate government agencies to seek the appropriate project approvals.

4.1.9 – Interior Design

The Architect shall provide Interior Design services appropriate for the project to define the nature and type of finishes and materials to be used.

4.1.20 – Technology Design

The Architect shall provide design services for voice (PBX or IP based), data (LAN, WAN, wireless), intercom/ PA, AV (room video and sound) and video (RF or IP based) systems; integrated security system (access, intrusion and CCTV) and structured cabling system (voice, data, video and security).

4.1.23 – Extensive environmentally responsible design

The Architect shall conduct the necessary design processes and reviews to produce a building that which follows as closely as possible the design concepts defined by the USGBC LEED certification guidelines. This process will not include registration or submitting the project to the USGBC for LEED certification. The process will include the appropriate energy modeling and commissioning normally associated with environmentally responsible design and or the LEED certification process.

4.1.23 – Fast Track design services

The Architect shall schedule and execute their responsibilities for the design, documentation and procurement processes to allow the project to proceed in two phases. Phase I will include site utilities, rough grading and building foundations and Phase II will include the remainder of the project. The schedule for each phase is defined in the attached project schedule. The scope and schedule of each phase may be modified as mutually agreed upon by the Owner and the Architect.

4.1.23 – Furniture, Furnishings and Equipment Design

The Architect shall inventory existing furniture, prepare bidding documents and a budgeting estimate for furniture systems and assist the owner with proposal evaluations.

4.1.28 – Food Service Design

The Architect shall provide Food Service design for a production kitchen meeting Minnesota Department of Health Food Code guidelines.

4.1.29 – Review and Comment

The Architect shall assist the Owner in preparation of the Review and Comment documents required by the Minnesota Department of Education.



**INTERMEDIATE DISTRICT 287  
NORTH EDUCATION CENTER  
SPACE NEEDS PROGRAM**

To Solve. To Excel. Together.

February 17, 2010

PROGRAM	FUNCTION	Number of	Number of	Number of	Square Feet	Programmed
		Students	Staff	Rooms	Per Room	Square Feet
<b>ELEMENTARY SCHOOL</b>						
(ASD, DCD, EBD)		50	27.0			
	Classroom		24.0	8	900	7,200
	Large sensory room			0	900	0
	Commons			1	400	400
	Toilets- students			4	55	220
	Toilets- staff			2	55	110
	Office- facilitator		1.0	1	120	120
	Office- social worker		1.0	2	100	200
	Office- behavioral specialist		1.0	1	100	100
	Break out room			4	84	336
	Teacher/ para office			4	180	720
	Para storage			16	1	16
	General storage			1	400	400
	Janitor Closet			1	45	45
	Electrical Closet			1	30	30
	Circulation Factor					2,969
<b>TOTAL AREA</b>						<b>12,866</b>
<b>SUN</b>						
(ASD)		55	29.4			
	Classroom		27.0	9	900	8,100
	Large sensory room			0	900	0
	Commons			1	400	400
	Toilets- students			4	55	220
	Toilets- staff			2	55	110
	Office- facilitator		1.0	1	120	120
	Office- social worker		1.1	1	100	100
	Office- behavioral specialist		0.3	1	100	100
	Break out room			27	84	2,268
	Teacher/ para office			4	180	720
	Para storage			18	1	18
	General storage			1	400	400
	Janitor Closet			1	45	45
	Electrical Closet			1	30	30
	Circulation Factor					3,789
<b>TOTAL AREA</b>						<b>16,420</b>
<b>CIP/ STRIVE/ OPTIONS</b>						
(DCD and EBD)		66	35.9			
	Classroom		33.0	11	900	9,900
	Small Classroom			4	400	1,600
	Commons			1	400	400
	Toilets- students			5	55	275
	Toilets- staff			2	55	110
	Office- facilitator		2.0	2	120	240
	Office- social worker		0.9	2	100	200
	Break out room			5	84	420
	Teacher work station			5	180	900
	Para work station (incl above)			0	10	0
	Para storage			24	1	24
	General storage			1	400	400
	Janitor Closet			1	45	45
	Electrical Closet			1	30	30
	Circulation Factor					4,363
<b>TOTAL AREA</b>						<b>18,907</b>
<b>INVEST/ VENTURE</b>						
(ASD)		35	6.5			
	Classroom		5.0	5	900	4,500
	Commons			1	400	400
	Toilets- students			3	55	165
	Toilets- staff			2	55	110
	Office- facilitator		1.0	1	120	120
	Office- social worker		0.5	1	100	100
	Break out room			6	84	504
	Teacher/ para office			3	180	540

PROGRAM	FUNCTION	Number of	Number of	Number of	Square Feet	Programmed
		Students	Staff	Rooms	Per Room	Square Feet
	Para storage			12	1	12
	General storage			1	400	400
	Janitor Closet			1	45	45
	Electrical Closet			1	30	30
	Circulation Factor					2,078
<b>TOTAL AREA</b>						<b>9,004</b>

NORTH VISTA EDUCATION CENTER (NVEC)						
(ALC)		100	18.0			
	Classroom		6.0	6	900	5,400
	Staff curriculum storage			3	100	300
	Commons			1	900	900
	Toilets- students			2	225	450
	Toilets- staff			2	55	110
	Waiting			1	64	64
	Reception		1.0	1	64	64
	Office- facilitator		2.0	2	120	240
	Office- case manager		2.0	2	100	200
	Office- counselor		2.0	2	100	200
	Office- work experience coord		2.0	2	100	200
	Office- itinerant (4)		1.0	1	100	100
	Clerical		2.0	2	64	128
	Staff work/ communications room			1	100	100
	Storage			1	100	100
	Janitor Closet			1	45	45
	Electrical Closet			1	30	30
	Circulation Factor					2,589
<b>TOTAL AREA</b>						<b>11,220</b>

DAYCARE						
		40	10.0			
	Daycare rooms (newborn/ toddler)		10.0	5	800	4,000
	Observation/ check-in			1	300	300
	Lactation			1	64	64
	Laundry			1	64	64
	Food prep			1	200	200
	Food serving			1	100	100
	Toilet			5	55	275
	Record Storage			1	64	64
	Janitor Closet			1	45	45
	Circulation Factor					1,534
<b>TOTAL AREA</b>						<b>6,646</b>

LEARNING POD						
			5.0			
	Classroom			0	400	0
	Computer Lab			1	400	400
	Literacy Library			1	1,000	1,000
	Curriculum Storage			1	400	400
	Curriculum Specialist		2.0	1	120	120
	IT Specialist		1.0	1	100	100
	Science Lab		1.0	1	1,000	1,000
	Science Prep			1	100	100
	Home Living Lab		1.0	1	1,000	1,000
	Home Living Laundry			1	20	20
	Home Living Storage			1	100	100
	Home Living Bathroom			1	50	50
	Art and Communication Careers		1.0	1	1,000	1,000
	Art and Communication Storage			1	100	100
	Electrical Closet			1	30	30
	Circulation Factor					1,626
<b>TOTAL AREA</b>						<b>7,046</b>

VOCATIONAL POD						
			6.0			
	Lab- Attain/ Production		6.0	0	1,000	0
	Storage			0	1,000	0
	Circulation Factor					0
<b>TOTAL AREA</b>						<b>0</b>

PROGRAM	FUNCTION	Number of	Number of	Number of	Square Feet	Programmed
		Students	Staff	Rooms	Per Room	Square Feet
<b>ACTIVITY POD</b>						
			0.0			
	Motor Space			0	3,000	0
	Motor Storage			1	300	0
	Gymnasium			1	6,000	6,000
	Fitness			1	1,000	1,000
	Gymnasium Storage			1	300	600
	Circulation Factor					2,280
<b>TOTAL AREA</b>						<b>9,880</b>
<b>ADMINISTRATION</b>						
			7.0			
	Office- principal		2.0	2	120	240
	Office- psychologist		2.0	2	120	240
	Police Liaison		1.0	1	48	48
	Co-Located offices for mental hlth			5	48	240
	Support staff work stations		2.0	2	48	96
	Work/ Mail Room			1	120	120
	Storage			1	120	120
	Circulation Factor					331
<b>TOTAL AREA</b>						<b>1,435</b>
<b>FOOD SERVICE</b>						
			4.0			
	Prep Kitchen		4.0	1	2,000	2,000
	Cafeteria			1	2,500	2,500
	Table Storage			1	400	400
	Staff Dining/ break room			1	400	400
	School Store			1	100	100
	Jitterbug coffee bar			1	100	100
	Circulation Factor					1,650
<b>TOTAL AREA</b>						<b>7,150</b>
<b>CONFERENCE ROOMS</b>						
	Conference Rooms- small			0	120	0
	Conference Rooms- medium			4	280	1,120
	Conference Rooms- large			1	350	350
	Circulation Factor					441
<b>TOTAL AREA</b>						<b>1,911</b>
<b>SUPPORT SPACES</b>						
			5.0			
	Toilets- public			4	200	800
	Shower			2	72	144
	Building Engineer Office		1.0	1	100	100
	Janitor Closet		2.0	1	55	55
	Receiving/ Loading Dock			1	500	500
	Building Storage			1	3,000	3,000
	Building Reception/ Security		1.0	1	100	100
	Building Commons/ Lobby			1	1,000	1,000
	Health Office		1.0	1	900	900
	Circulation Factor					1,980
<b>TOTAL AREA</b>						<b>8,579</b>
<b>MECHANICAL &amp; ELECTRICAL</b>						
	Air and Water					9,996
	Electrical					333
	Technology					750
<b>TOTAL AREA</b>						<b>11,079</b>
<b>TOTAL</b>			<b>346</b>	<b>108.9</b>	<b>28</b>	<b>122,143</b>

**Intermediate District 287**  
**North Education Center**  
**Project Budget**

March 1, 2010



To Solve. To Excel. Together.

Description	NEC
<b>CONSTRUCTION</b>	
Site Construction Cost (8% of construction costs)	\$ 1,800,000
Building Demolition Cost (by others)	\$ -
Building Construction Cost (122k sf x \$170/sf)	\$ 20,770,000
General Conditions (in construction costs)	\$ -
Subtotal--Cost of the Work	\$ 22,570,000
Construction Cost (122k sf x \$185/sf)	\$ 22,570,000
Construction Contingency (based on int. earned; anticpate \$1.2M)	\$ -
<b>Subtotal Construction Cost</b>	<b>\$ 22,570,000</b>
<b>DESIGN AND CONSULTANT FEES</b>	
Architects and Engineers	\$ 1,435,625
Reimbursable Expenses	\$ 33,746
Plan Reproduction	\$ 55,000
Furniture Design	\$ 24,500
Technology and Security Consultant	\$ 81,400
Review and Comment	\$ 2,500
Commissioning	\$ 100,000
Energy Modeling	\$ 10,000
LEED Certification	\$ 75,000
<b>Subtotal Fees</b>	<b>\$ 1,817,771</b>
<b>OWNER ADMINISTRATIVE COSTS</b>	
Permits and Plan Review Fees	\$ 135,263
Hazardous Material (by others)	\$ -
Site Survey	\$ 22,900
Environmental Consultant: Phase 1 Enviornmental Assessment	\$ 19,179
Builder's Risk Insurance	\$ 60,743
Liability Insurance	\$ -
Quality Testing	\$ 65,060
Misc Admin and Legal	\$ -
<b>Subtotal Owner Administrative Costs</b>	<b>\$ 303,144</b>
<b>FURNISHINGS, FIXTURES, &amp; EQUIPMENT (FF&amp;E)</b>	
Furniture	\$ 350,000
Computers	\$ -
Security Systems	\$ 214,174
Signage	\$ 35,000
Technology	\$ 600,000
<b>Subtotal FF&amp;E</b>	<b>\$ 1,199,174</b>
<b>Site Purchase</b>	<b>\$ 1,250,000</b>
<b>Project Contingency</b>	<b>\$ -</b>
<b>Project Cost</b>	<b>\$ 27,140,089</b>

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

Regular Meeting – April 22, 2010

**AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT**

**ITEM: 8.2.5. Best Value Procurement Method**

**PRESENTED BY: Tom Shultz, Facilities Administrator**

**1. Background Information**

The overall intent of the Best Value approach is to improve the selection process so that the most qualified contractor, who will deliver the best project to the customer for the best value/price is selected.

The *Best Value* process was discussed by the Board Facilities Committee at the April 13, 2010 meeting. A memo from Tom Shultz including a brief history of the process, a list of construction projects utilizing this process, and examples of criteria of the evaluation process is attached.

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

**3. RECOMMENDED ACTION: Board Approval to use the Best Value process for the North Education Center (NEC) construction project.**

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

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

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

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

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

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

Date: April 22, 2010  
To: Board Facilities Committee  
From: Thomas Shultz, Facilities Administrator  
**RE: Best Value Information**

Per your request this memo will provide information regarding the Best Value Procurement System.

### **Background Information**

The Best Value system was developed at Arizona State University (ASU) fifteen years ago to provide a better method of awarding construction contracts for the University. The Best Value process has evolved since that time, and its use has expanded across the United States and is beginning to be used across the globe. Examples of current users include the University of Minnesota, GSA, US Army Med Com, City of Rochester, MN, Rochester School District, State of Idaho, and many more. ASU has positive research results from more than 600 construction projects totaling more than \$568 million in value. The overall success of these projects has been in the high 90% with the only issues in the process caused by noncompliance with full implementation of the system. The University of Minnesota has used the ASU Best Value method for five years for construction projects, and is currently using the method for procurement of other services with positive results.

The list below is offered as potential points of discussion for and against the Best Value Procurement Method when compared to a traditional low-cost bid approach.

### **Pros**

- Minimizes change orders/risk for owner
- Project delivery requires less time
- Vendor performance will likely be better due to the risk responsibility is shifted to vendors vs. owners.
- Overall cost of projects is typically no higher than low bid process
- Aligns interests of owner and contractor for a more positive project delivery result.
- Process provides owner with a pool of better contractors because the process prevents poor performers from being able to complete.

### **Cons**

- Perception of higher cost
- Requires more time in beginning to prepare documents and award contract
- System is relatively new and there is a level of understanding and comfort not yet attained.
- Vendors who are not awarded project because of filtering system could protest.

**Examples of criteria (besides cost) that are considered in selecting a contractor with Best Value**

- Satisfaction survey results from previous clients
- Completion of a Risk Assessment and Value Added Plan is required
- Evidence of understanding of project scope
- Detailed project schedule
- Interviews of contractor’s team who will actually work on the project

Evaluation of criteria for the award decision can be weighted at the discretion of the owner. Below is an example of an owner’s criteria and how each is weighted:

<u>Possible Points</u>	<u>Area</u>
20 points	Proposal Cost
30 points	Interview
30 points	Risk Assessment and Value Added Plan
15 points	Past Performance Information
5 points	Project Duration

Each potential contractor is then awarded an overall score with the highest score as the likely receiver of the contract award.

**Summary**

The overall intent with the Best Value approach is to improve the selection process so that the most qualified contractor, who will deliver the best project to the customer for the best value/price is selected. Administration and the Facilities Committee recommend that the District use this method for the NEC project.



*Peace Sign, Mosaic, Grade 10, East Grand Forks Senior High School*

# School Construction and the New “BEST VALUE” Contracting Law

*Shamus P. O’Meara  
and Mark R. Azman*

Over the years, school construction projects have moved from remodeling and additions to expansive new high school campus projects exceeding \$100 million. As the focus of public construction has changed and costs have increased, some professionals involved in school design and construction sought an alternative to Minnesota’s competitive bidding laws that would allow public entities to receive the best value for the large sums of public monies expended for these projects.

In 2007, the Minnesota Legislature passed a “Best Value” law that by 2010 will allow all school districts to elect an alternative method for awarding construction contracts.

## **Best Value Contracting – Introduction**

In contrast to the traditional “lowest bid” method of awarding contracts, Best Value permits public owners to consider several factors in the evaluation and selection of potential contractors, including price, quality and timeliness of prior work, technical capabilities, and customer satisfaction.

School leaders are optimistic about the change. “Having gone through a number of multi-million dollar construction projects, we welcome the chance to include the Best Value method as a project delivery option,” said Mark Fortman, assistant director of Buildings and Grounds at West St. Paul-Mendota Heights-Eagan. “With the Low Bid method, the cheapest price may not result in the highest quality. On the other hand, the Best Value option will allow school boards to consider a variety of factors when evaluating bids, which promotes the better use of tax dollars and the increased opportunity to award public contracts to more qualified, competent and dedicated contractors. We’ll be watching as the use of Best Value expands across the state.”

## **Lowest Responsible Bid – The Traditional Method**

State and local public entities are generally required to award public contracts to the lowest responsible bidders, depending on the project’s cost. This statutory and court-recognized mandate requires public owners to conduct an objective evaluation of the responsiveness of the bids, the responsibility of the bidders and the bid amount.

The evaluation of whether a low bidder is a “responsible” low bidder may include a review of the bidder’s financial responsibility, skill, integrity, ability, and the likelihood of performing faithful, prompt and satisfactory work.

If an unsuccessful bidder prevails in an action challenging the validity of a municipal contract, damages are limited to the costs of preparing the unsuccessful bid. In addition, a successful bid challenge can result in a determination that the contract is void, and no longer legally enforceable.

### **Bonding – A Measure of Protection**

In Minnesota, three bonds provide protection to public owners: Bid, Performance and Payment Bonds. Bid bonds guarantee the successful bidder will enter into the contract and protect against losses from the bidder's failure to enter into the contract, including costs to re-advertise and project delays. Performance bonds protect the public owner against damages from the contractor's failure to properly complete the contract. Payment bonds protect persons furnishing labor and materials from damages arising out of the contractor's failure to pay for such items.

### **Prequalification – Precursor to Best Value**

The lowest responsible bid method is not without drawbacks. Occasionally, contractors may submit low bids in order to win public contracts only to later pursue excessive or costly change orders. Also, the subjective difficulty with determining the lowest responsible bidder and fear of bid protests can prompt school districts to award to the low bidder with little or no consideration of whether the low bidder is the lowest "responsible" bidder.

School districts can even find themselves involved in expensive litigation with bond sureties over termination and payment issues involving a defaulted contractor. To mitigate potential abuses and eliminate unqualified contractors, public owners began to utilize prequalifying and responsible contractor policies with greater frequency over the last decade.

The goal of prequalification is to determine whether potential contractors meet acceptable standards of ability, experience, performance, integrity, and financial capacity before being allowed to bid. In Minnesota, legal authority supporting the power of a public body to utilize prequalification procedures is unclear. Courts across the country are divided on this issue.

In Minnesota, appellate courts considering challenges to public bidding irregularities have explained the need for public entities to properly comply with competitive bidding laws once the decision is made to invoke competitive

# THE PROS AND CONS OF BEST VALUE CONTRACTING

## Advantages

- Ability to evaluate both technical capabilities and cost
- Enhances ability to select qualified contractors
- Reduces delays
- Reduces cost overruns/ change orders
- Promotes innovative design
- Improves quality
- Improves customer satisfaction

## Disadvantages

- Subjective evaluation may cause more bid protests/lawsuits
- Requires public owners to possess technical skill, time and resources to evaluate bids
- Highly technical aspects make evaluation difficult
- Potential for increased costs
- Eliminates/reduces competition

bidding as the method of contract procurement. In general, if a public owner follows a procedure "which emasculates the safeguards of public bidding" or otherwise fails to comply with competitive bidding laws, a public contract is void, even without a showing of fraud.

The purpose of competitive bidding is to give all contractors an equal opportunity to present a bid and ensure taxpayers receive the best bargain. Mindful of this purpose, a more acceptable approach may be to use prequalification criteria within project bid specifications as a means to evaluate "responsible" bidders. Nonetheless, it remains an open question whether Minnesota appellate courts will ultimately view prequalification as a permitted practice.

### **Best Value Contracting Explained**

The "Best Value" procurement method provides school districts and other public entities with a new alternative to award public construction contracts. Best Value allows public entities to award contracts based upon a variety of factors that consider overall value and performance.

"Although projects must continue to be publicly solicited, and price remains a factor, Best Value may offer the opportunity to better control costs, improve quality, deliver projects on time, and lessen the adversarial relationship between owners and contractors often found with the lowest bid method," said John R. Gockel, a civil engineer and construction consultant.

Customer satisfaction is a critical goal for school districts. "We're hoping the use of Best Value will increase the ability to successfully deliver the construction projects promised to

*Continued on page 10*



Continued from page 9

the citizens of the district," notes Phil Belden, building and grounds supervisor with Mahtomedi Public Schools. "What this means to me is receiving high quality workmanship at a competitive cost with less risk of defects or other problems that may cause delays or additional costs."

Best Value contracting allows public owners to consider not only price, but also a number of performance criteria, which are found in Minnesota Statutes section 16C.02, subd. 4a:

Best value; construction. For purposes of construction, building, alteration, improvement, or repair services, "best value" describes the result determined by a procurement method that considers price and performance criteria, which may include, but are not limited to:

- the quality of the vendor's or contractor's performance on previous projects;
- the timeliness of the vendor's or contractor's performance on previous projects;
- the level of customer satisfaction with the vendor's or contractor's performance on previous projects;
- the vendor's or contractor's record of performing previous projects on budget and ability to minimize cost overruns;
- the vendor's or contractor's ability to minimize change orders;
- the vendor's or contractor's ability to prepare appropriate project plans;
- the vendor's or contractor's technical capacities;
- the individual qualifications of the contractor's key personnel; and
- the vendor's or contractor's ability to assess and minimize risks.

"Performance on previous projects" does not include the exercise or assertion of a person's legal rights. \* \* \*

This list represents sample criteria. The development of discernible criteria and sub-criteria plays a key role in communicating to potential sources a clear understanding of the public owner's basis of contractor selection.

### Safeguards

In order to avoid issues of favoritism, and to include transparency in the process, the Best Value law includes safeguards. Two important safety measures are the information that must be included in the solicitation document and the evaluation process. The

solicitation document must state the "criteria to be used to evaluate the proposals," and the "relative weight of price and other selection criteria." The award must be evaluated "in an open and competitive manner," and "must be made to the vendor or contractor offering the best value applying the weighted selection criteria."

These measures seek to reduce potential abuses by forbidding post-bid changes to the weighting schedule identified in the solicitation document in order to select a favored contractor. Full disclosure of all criteria and sub-criteria and their weighted ranking also provides a standard of objectivity in a process that will include the subjective evaluation of contractor proposals. Public owners will find guidance in procedures the state will establish.

The law is also careful to prohibit a public owner from considering a contractor's prior assertion of "legal rights" as part of the evaluation of prior performance.

### Training

School Districts administering Best Value procedures and consultants retained to prepare or evaluate solicitation documents must be trained in the Best Value process. The Commissioner of Administration is empowered to establish a training program, but no specific training procedure has been promulgated to date.

Public owners may not use Best Value contracting for more than one project annually or 20 percent of all projects, whichever is greater, during the first three fiscal years during which Best Value bidding is used.

### I-35W Bridge Replacement Project – A Best Value Test

In a highly publicized move, MnDOT utilized a Best Value/Design-Build process for the I-35W Bridge Replacement Project. A few days after the collapse, MnDOT issued a Request for Qualifications which resulted in the pre-qualification of five design-build teams. Four of those teams submitted bid proposals in two phases: a technical proposal and a financial proposal.

The winning bidder scored the highest technical score by a significant margin, but its price proposal was also more than \$50 million higher than the lowest bidder and its construction time was the longest. Evaluation of the weighted criteria and subcriteria, however, resulted in the selection of the bidder which reportedly represented the "best value" to the state. The winning bidder is a joint enterprise between two out-of-state firms, one from Colorado and one from Washington.

Not surprisingly, a bid protest was commenced by two of the losing bidders alleging the state's actions were arbitrary and capricious with the Minnesota Department of Administration (DOA) reviewing the bid protest. A key question addressed was "How does the highest priced proposal with the longest

# MNDOT BEST VALUE DESIGN-BUILD CONTRACTS

In 2001, the Legislature granted authority for MnDOT to utilize the Best Value method. Since 2001, MnDOT reports that it has awarded six Best Value Design-Build projects:

Highway 212 in the west Twin Cities Metro - \$238 million

ROC 52 in Rochester - \$232 million

I-494 in the west Twin Cities Metro - \$135 million

Highway 52 in Oronoco - \$37 million

Highway 10/32 in Hawley - \$8.6 million

District 4 Signs - \$1.0 million

construction schedule end up in first place?” The answer, DOA determined, was not found in MnDOT’s actions, but with the statutory Best Value formula: “If a perception exists that the state will be paying too high a premium for technical excellence, the problem lies with the formula in the [best value] statute, not with MnDOT’s implementation. In fact, based on statute and language of the [Request for Proposal], MnDOT is left with two choices—award a contract to the top-ranked responder or reject all responses. Even if MnDOT chose the latter, the statutory formula would remain the same.”

Although “best value” involves more subjectivity than low-bid awards, the DOA did not find MnDOT’s actions arbitrary and capricious. The award to the “best value” contractor was affirmed, but a court challenge to the award is currently underway.

## University of Minnesota Pilot Program

The University of Minnesota gained legislative approval to utilize the Best Value method in 2005. Based on the University’s measured approach, the Best Value method has proven to be a successful method of contract procurement.

Between 2005 and 2007, the University of Minnesota utilized a pilot program to test a Best Value process developed at the University of Arizona. The pilot program involved 18 projects with 45 procurements valued at \$10 million based on the Best Value method. Each project averaged 3 proposals, and about half of the Best Value awards were also the lowest cost. Of the 18 completed projects, contractor-driven cost and schedule increases were only 0.4% and 0.8%, respectively. Sixteen of the projects had no contractor cost increases. The average increase in contractor profit was 4.5%. Based in part on the success of

the pilot program, the University of Minnesota has decided to integrate the pilot program into its standard selection process.

## Conclusion

It will take several years before the school and public construction communities are able to substantively evaluate the effectiveness of the Best Value method. Based upon the success of projects undertaken by MnDOT and the University of Minnesota, some may contend that Best Value contracting offers a clear opportunity for school communities and the general public to benefit from the delivery of high quality construction projects at competitive prices and on time.

Others may suggest the statutory Best Value criteria are vague and redundant, and may hinder out-state and non-union contractors from winning contracts, eliminate competition, and drive up the costs of school construction projects. The I-35W Bridge Project highlights concerns about Best Value, and it will be closely followed as the bid protest winds through the courts.

*Shamus P. O’Meara is a partner with Johnson & Condon, P.A. in Minneapolis practicing in complex Construction, Education, Governmental and Transactional matters. He may be reached at 952-806-0438 or [spo@johnson-condon.com](mailto:spo@johnson-condon.com). Mark R. Azman is a senior associate with Johnson & Condon, P.A. Mark focuses his practice on litigation and transactional matters in the Education, Construction and Commercial Law areas. He may be reached at 952-806-0408 or [mra@johnson-condon.com](mailto:mra@johnson-condon.com). Additional information may be found at [www.Johnson-Condon.com](http://www.Johnson-Condon.com).*

# A PHASED APPROACH

The ability of public bodies to utilize the Best Value approach will be phased in over three years:

## PHASE I - JULY 1, 2007

State Agencies

Counties

Cities

School Districts with highest 25-percent enrollment

## PHASE II - JULY 1, 2009

Phase I entities

School Districts with the highest 50-percent enrollment

## PHASE III - JULY 1, 2010

Phase I and II entities

All other townships, school districts and political subdivisions

# Intermediate District 287

## *Responsive. Innovative. Solutions*

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### INTER-OFFICE MEMORANDUM

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DATE: April 21, 2010

TO: Sandra Lewandowski, Superintendent

FROM: Anne C. Becker, Director of Human Resources

RE: 8.3.1 Changes to Unaffiliated and Administrative Employment Guides

The following is a summary of the proposed substantive changes to the Employment Guides for Administrators and other Unaffiliated Employees for the period July 1, 2009 through June 30, 2011. These employees are unrepresented; their terms and conditions of employment are governed by Board policies and District procedures which include the provisions of the *Employee Handbook* and the Guides.

A number of Administrators and Unaffiliated Employees are considered at-will and, therefore, except as otherwise provided by federal or state law, the benefits they receive are conferred by the Board based on the recommendations of the Superintendent and her administration. In light of the challenging economic times and the lack of new money for schools, the proposed changes to the Guides will have a minimal impact on the District budget.

There are few changes to the proposed Guides, but what changes there are are very significant in terms of cost savings for the District. District administration is proposing to lead the way in significant redesign in health insurance plans and by introducing a flat dollar cap on the District contribution to employee health insurance premiums.

The savings in District contribution to employee health insurance premiums have been used to fund the modest salary increases based on performance. There is no new money added across-the-board to the pay plans for these groups.

Administrators and unaffiliated employees received performance ratings in FY09 which were tied to certain percentage increases in salary. Because of the delay in the settlement of a new Master Contract with Local 2209, these increases, which normally would have become effective on July 1, 2009, have not been paid. The recommended performance increases for both employee groups average 2.25%, and are recommended to be paid retroactively to July 1, 2009.

**The overall cost of these Guide changes is \$40,455 for Unaffiliated Employees and \$117,308 for Administrators.**

## **Summary of Proposed Substantive Changes to Employment Guides:**

### Article 6: Professional Development

#### **Increase from \$1000 to \$1500 for Unaffiliated Employees and \$1000 to \$3000 for Administrators.**

We are recommending an increase in the amount of annual tuition reimbursement available for completion of career mobility classes offered by the District, or for completion of courses or earning of professional licenses, certifications or re-certifications that contribute to increased efficiency in an employee's position.

The reimbursement amount has not been increased since it was first instituted several years ago. The increased reimbursement amount for administrators is based on a survey of costs of administrative licensure courses at a variety of Minnesota institutions of higher education. Reimbursement for a course or licensure/certification must be pre-approved by the employee's supervisor.

### Article 8: Group Insurance

#### **No Increase in Insurance Premiums.**

#### **Increase in District's VEBA contributions from \$400 to \$800 for single coverage and from \$800 to \$1600 for family coverage.**

We are recommending that health insurance plans be redesigned effective July 1, 2010 resulting in a further decrease in insurance premiums from - 2% to - 8% in FY11.

One of the changes to the plans would be the change from a lower deductible to a higher deductible plan. Those employees who enroll in the new deductible plan would receive a higher VEBA contribution to offset some of the increase.

In addition, the District's contribution to employee health insurance premiums would be capped at a flat dollar amount based on the costs of the single and family deductible plans.

#### **Total two-year increase for Unaffiliated Employees is 5.8%, and for Administrators is 5.1%.**

#### **Requested Action at May 13, 2010 Board Meeting:**

Approval of Proposed Unaffiliated and Administrative Employment Guides, effective July 1, 2009.

# Intermediate District 287

## *Responsive. Innovative. Solutions*

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### INTER-OFFICE MEMORANDUM

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DATE: April 21, 2010

TO: Sandra Lewandowski, Superintendent

FROM: Anne C. Becker, Director of Human Resources

RE: 8.3.2. Change from 14 to 17 Salary Grades for FY11

District administration is recommending an increase in the number of administrative and unaffiliated salary grades from 14 to 17. There are no salary increases or additional administrative or unaffiliated positions associated with the expansion from 14 to 17 salary grades.

This proposal results from a recommendation by the independent consultant retained by the District to perform a classification and compensation study of particular positions, as well as to advise the District on the proper grading of new positions such as the Assistant Director of Finance. The addition of three more salary grades was designed to facilitate the placement of existing and future positions in the appropriate salary ranges.

The addition of three salary grades has resulted in relatively little change to the overall financial parameters for these positions. The existing pay plan begins the unaffiliated salary ranges at \$40,752.49 (minimum annual salary for Grade 1), and ends at \$82,871.44 (maximum annual salary for Grade 7). The proposed pay plan begins at the same amount and adds one additional grade level (Grade 8) with a maximum annual salary of \$95,004.

The primary reason for the addition of Grade 8 to the unaffiliated pay plan is to accommodate the reclassification of the Network Engineer position; a position that is critical to the implementation of the technology initiatives in the Strategic Plan and which requires a higher salary range in order to attract and retain someone with the necessary specialized skills and experience.

The current pay plan begins administrative salary ranges at \$66,562.55 (minimum annual salary for administrators at current Grade 7) and caps them at \$139,343.97 (maximum annual salary for current Grade 14). The proposed pay plan begins administrative salary ranges at \$75,000.96, and has a maximum annual salary of \$168,000.48 at the top grade – Grade 17.

The administrators proposed for Grade 17 are the three Executive Directors, none of whom makes more than a few thousand above the new minimum annual salary for that grade. The reason for the higher maximum annual salary is to provide room for the three additional salary grades to the pay plan and to allow for the possibility that a new superintendent might want to add a position such as Assistant Superintendent; a position which would generally be more highly compensated.

In keeping with the District's current organizational chart there were also some title changes to certain positions to bring them in line with other districts and with the other positions that occupy similar grades on the pay plan. None of these title changes resulted in a salary increase or change in salary grade, unless the title change was made in conjunction with a reclassification as discussed in another memo (8.3.3.).

The recommended title changes are as follows:

<u>Current title</u>	<u>Proposed Title</u>	<u>Reclassification?</u>
Data Analysis Specialist	IT Manager	Yes (see 8.3.3)
IT Manager	Director of Information Technology	Yes (see 8.3.3.)
Fiscal Services Supervisor	Fiscal Services Manager	No
Purchasing Agent	Purchasing Manager	No
Administrative Services Intern	Special Projects Manager	No
Administrative Intern (with license)	Assistant Supervisor	Yes (see 8.3.3.)
Supervisor	Principal	Yes (see 8.3.3.)
Facilities Administrator	Director of Facilities	No

**Increased Cost for FY10 and FY11:** None

**Requested Action at May 13, 2010 Board Meeting:**

Approval of Proposed Unaffiliated and Administrative Pay Plan, effective July 1, 2010.

**Attachments:**

1. Intermediate School District 287 Pay Plan for Administrators and other Unaffiliated positions Job Titles (*current*)
2. Intermediate District 287 Pay Plan for Unaffiliated Employees and Administrators (effective July 1, 2010) (*proposed*)

**Intermediate School District 287 Pay Plan for  
Administrators and other Unaffiliated positions Job Titles**

<b>Position Title</b>	<b>Salary Grade</b>	<b>Minimum</b>	<b>Maximum</b>
Payroll Specialist IT Specialist	1	\$19.52 \$40,752.49	\$25.64 \$53,532.11
Open	2	\$21.44 \$44,768.94	\$28.23 \$58,954.32
HR Specialist Data Analysis Specialist Program Coordinator (Destination Imagination) (Gifted Education) (Mentor Connection) Student Information Reporting Specialist Facilities Systems Engineer Account Specialist	3	\$23.58 \$49,227.20	\$31.12 \$64,972.98
Executive Secretary	4	\$25.95 \$54,175.88	\$34.32 \$71,653.68
Network Engineer	5	\$27.86 \$58,170.80	\$36.90 \$77,046.84
Recruitment and Diversity Specialist	6	\$29.93 \$62,485.32	\$39.69 \$82,871.44

<b>Position Title</b>	<b>Salary Grade</b>	<b>Minimum</b>	<b>Maximum</b>
Fiscal Services Supervisor	7	\$31.88	\$42.33
Purchasing Agent		\$66,562.55	\$88,375.69
Student Information Systems Manager			
IT Manager	8	\$33.97	\$45.15
		\$70,925.18	\$94,265.24
Administrative Intern	9	\$36.20	\$48.16
		\$75,593.19	\$100,567.06
Supervisor (Special Education) (Teaching & Learning)	10	\$38.60	\$51.39
Facilities Administrator		\$80,587.96	\$107,310.00
Assistant Director of Special Education	11	\$41.16	\$54.85
		\$85,932.37	\$114,524.95
Director of Social Emotional Learning	12	\$43.89	\$58.55
Director of Finance		\$91,650.89	\$122,244.95
Director of Human Resources	13	\$46.82	\$62.50
		\$97,769.70	\$130,505.35
Executive Director (Special Education) (Teaching & Learning) (Administrative Services)	14	\$49.96	\$66.74
		\$104,316.83	\$139,343.97

\*Salary Grades 1 – 6 Unaffiliated  
Salary Grades 7 – 14 Administrative

**Intermediate School District 287 Pay Plan for  
Unaffiliated Employees and Administrators (effective July 1, 2010) (proposed)**

<b>Position Title</b>	<b>Salary Grade</b>	<b>Minimum</b>	<b>Maximum</b>
Payroll Specialist Information Technology Specialist	1	\$19.52 \$40,757.76	\$25.86 \$53,995.68
Open – no positions assigned	2	\$21.31 \$44,495.28	\$28.26 \$59,006.88
HR Specialist Student Information Reporting Specialist Conference Center Coordinator	3	\$23.23 \$48,504.24	\$31.13 \$64,999.44
Program Coordinator (West Suburban SS) Program Coordinator (Destination Imagination) Facilities Systems Engineer Account Specialist	4	\$25.38 \$52,993.44	\$34.00 \$70,992.00
Executive Secretary	5	\$27.54 \$57,503.52	\$36.88 \$77,005.44
Information Technology Manager Recruitment and Diversity Coordinator	6	\$29.75 \$62,118.00	\$39.75 \$82,998.00
OPEN – no positions assigned	7	\$31.85 \$66,502.80	\$42.40 \$88,531.20
Network Engineer	8	\$33.90 \$70,783.20	\$45.50 \$95,004.00

<b>Position Title</b>	<b>Salary Grade</b>	<b>Minimum</b>	<b>Maximum</b>
Special Projects Manager Fiscal Services Manager Purchasing Manager Student Information Systems Manager Administrative Intern (no license)	9	\$35.92 \$75,000.96	\$48.00 \$100,224.00
Assistant Supervisor (intern with license)	10	\$38.45 \$80,283.60	\$51.25 \$107,010.00
Assistant Principal Assistant Director of Finance	11	\$40.71 \$85,002.48	\$54.84 \$114,505.92
Assistant Director of Special Education Supervisor Principal	12	\$43.25 \$90,306.00	\$58.43 \$122,001.84
Director of Information Technology Director of Facilities	13	\$45.50 \$95,004.00	\$62.26 \$129,998.88
OPEN – no positions assigned	14	\$48.37 \$100,996.56	\$66.57 \$138,998.16
Director of Social Emotional Learning Director of Finance	15	\$51.25 \$107,010.00	\$70.88 \$147,997.44
Director of Human Resources	16	\$54.60 \$114,004.80	\$75.67 \$157,998.96
Executive Director of Admin Services Executive Director of Special Education Executive Director of Teaching & Learning	17	\$57.99 \$121,083.12	\$80.46 \$168,000.48

\*Salary Grades 1 – 8 Unaffiliated  
Salary Grades 9 – 17 Administrative

# Intermediate District 287

## *Responsive. Innovative. Solutions*

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### INTER-OFFICE MEMORANDUM

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DATE: April 21, 2010

TO: Sandra Lewandowski, Superintendent

FROM: Anne C. Becker, Director of Human Resources

RE: 8.3.3. Job Reclassification for FY10

In 2006, the District embarked upon a comprehensive examination of District administrative and unaffiliated employee classifications and salary grade assignments. Several different positions have been studied by an independent consulting firm, Public Employment HR Consulting (“PEHRC”).

#### **Information Technology Positions Classification and Compensation Study**

Most recently, the increased emphasis on technology in the District’s Strategic Plan has led to increased responsibility for technology staff. This development, coupled with the District’s decision to discontinue the outside vendor contract for technology services as of June 30, 2010, has resulted in a greater need for technological expertise in-house.

As the duties and responsibilities of the District’s technology staff have increased, the classifications in which these jobs are placed and the corresponding salary ranges have become outdated. Until now, there has not been an evaluation of the significant effect of these changes on the proper classification and compensation of the employees in these positions.

Therefore, earlier this year, PEHRC was asked to study the top four technology positions and determine their proper compensation and classifications in light of recent developments. These positions were: Information Technology Manager (position incumbent: Chad Maxa); Student Information Systems Manager (incumbent: Sandy Gaulke); Network Engineer (incumbent: Jonas Sjoberg); and Data Analysis Specialist (incumbent: Kim Helgeson).

As a part of this process, the employees in these positions completed position description questionnaires which were then reviewed by their supervisors and the Director of Human Resources. All of this information was provided to the independent consultant for her review and analysis.

One of the issues analyzed as a part of this study was whether the existing position titles were appropriate. For example, although the IT Manager is listed on the District’s organizational chart as a director-level position, the title and compensation level are not consistent with that of the other directors.

The consultant reviewed the positions, solicited additional information to allow for a valid comparison with positions in comparable districts, and reclassified each of the four positions to accurately reflect their current importance to District operations and achievement of the objectives of the Strategic Plan.

## **Administrative Intern and Supervisor Classification Study**

This study encompassed all administrative intern and program supervisor positions, involving fourteen individuals in total. There were several questions that led to this study including: whether all administrative interns should continue to be assigned to the same salary grade, regardless of licensure status; whether licensed Interns should be called interns or be differentiated from their non-licensed peers by another title; and whether the title of Supervisor was understood by those outside of the District as being the equivalent of a building principal in an independent school district or whether another title would be more appropriate.

As a result of this study, Administrative Interns were assigned to two different salary grades; one for Interns without administrative licensure, and one for those with a license (new title: Assistant Supervisor). In addition, the Assistant Principal position was graded and Supervisors were re-titled as Principals.

All but one of the fourteen positions in these categories were assigned to new grades as a result of the changes to the Administrative Pay Plan, but only three positions were actually reclassified, and only these three positions are recommended for increases in compensation.

The proposed reclassification and related compensation increases for all seven positions total \$40,768, effective July 1, 2009.

### **Requested Action at May 13, 2010 Board Meeting:**

Approval of Proposed Reclassification of Certain Positions with Attendant Increases in Compensation as Recommended, effective July 1, 2009.

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

Regular Meeting – April 21, 2010

**AGENDA SECTION:** ADMINISTRATIVE SERVICES REPORT

**ITEM:** 8.3.4. Closed Session - Recommendation on Employee Grievance

**PRESENTED BY:** Anne Becker, Director of Human Resources Department

**1. Background Information**

An employee requested a School Board review of her grievance through a grievance conference. The Board was represented at the grievance conference by members Ann Bremer and Carol Bomben.

The grievance concerns the interpretation of a Memorandum of Understanding entered into between the District, the Grievant, and SEIU when the Grievant’s job (which had previously been an unaffiliated position) was added to Local 284. In the MOU, the parties agreed that the Grievant’s “hourly rate [would] remain at \$22.37 per hour until such time as her step pay equals or exceeds the \$22.37 per hour.”

After attending the grievance conference and hearing the arguments supporting the Grievant’s position, Members Bremer and Bomben recommend denying the grievance and proceeding to arbitration.

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

**3. RECOMMENDED ACTION: Approval of Recommendation to Deny Grievance.**

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

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

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

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

**Regular Meeting – April 21, 2010**

**AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT**

**ITEM: Approval of Recommendation to Deny Grievance**

**1. Background Information**

An employee requested a School Board review of her grievance through a grievance conference. The Board was represented at the grievance conference by members Ann Bremer and Carol Bomben.

The grievance concerns the interpretation of a Memorandum of Understanding entered into between the District, the Grievant, and SEIU when the Grievant's job (which had previously been an unaffiliated position) was added to Local 284. In the MOU, the parties agreed that the Grievant's "hourly rate [would] remain at \$22.37 per hour until such time as her step pay equals or exceeds the \$22.37 per hour."

Because the Grievant was originally an unaffiliated employee, her salary was considerably higher than employees in the clerical unit when she was added to the unit a few years ago. The question to be decided in the grievance process is whether the freeze in her hourly rate includes longevity pay (the \$0.30 per hour increase in pay after ten years of service), or only refers to the annual increases to the salary schedule as spelled out in the Master Contract.

**2. Denial of Grievance at Levels I - III**

District administration has denied the grievance at Levels I - III of the grievance procedure for two reasons:

1. We believe that the plain language of the MOU calls for the Grievant's hourly rate to be frozen until the hourly rate paid to other employees of her same grade and step is \$22.37 an hour or more. The Grievant is a Level III, Step 4 clerical. Other Level III, Step 4 clericals are currently paid \$19.06 an hour.
2. The Grievant is already overpaid for the work that she does because of her previous classification as an unaffiliated employee. We believe that it would be unfair to the other members of the unit to raise this employee's salary even further. Although the Grievant is at Grade III, Step 4 she is currently paid \$1.18 an hour more than a Grade V, Step 4 clerical. In order to make as much as the Grievant currently makes an hour (after only ten years with the District) a Grade V, Step 4 clerical would have to have worked at 287 for at least 25 years.

After attending the grievance conference and hearing the arguments supporting the Grievant's position, Members Bremer and Bomben recommend denying the grievance and proceeding to arbitration.

**RECOMMENDED ACTION: Approval of Recommendation to Deny Grievance.**

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

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

April 8, 2009

**RE: 2009-10 Superintendent Evaluation Process**

Dear Board Members,

Carter Peterson, Michele Kunz, Sandy Lewandowski and I have met three times to revise the superintendent evaluation procedure and evaluation form.

The **evaluation procedure** for the superintendent will be slightly different this year as highlighted by the underlined text below.

<b>Superintendent Evaluation Procedure for 2010-11</b>	
May 13 Board Meeting	<ul style="list-style-type: none"><li>• Sandy will provide the board with a written progress report. (This information is very helpful as you complete the evaluation form.)</li><li>• A hard copy of the evaluation form will be provided to each board member.</li></ul>
May 13-21	<ul style="list-style-type: none"><li>• Individual board members will fill out the online superintendent evaluation form using Zoomerang. <u>Each question will have a comment area for 1) Commendations and 2) Opportunities for Action.</u></li></ul>
May 22-26	<ul style="list-style-type: none"><li>• The Board Chair will compile the individual assessments into a composite appraisal with no names attached.</li></ul>
May 27 Board Meeting	<ul style="list-style-type: none"><li>• The composite appraisal, including graphs, will be given to each board member and the superintendent.</li></ul>
June 10 Board Meeting  <u>(The entire board meeting is devoted to the superintendent evaluation)</u>	<ol style="list-style-type: none"><li>1. <u>The board (previously the officers) will first meet without the superintendent to discuss the assessments, understand reasons for any major differences in individual assessments and identify commendations and opportunities for action to be discussed with Sandy.</u></li><li>2. <u>The board (previously the officers) will then meet with the superintendent to discuss the Board's assessment, commendations and opportunities for action in 2010-11.</u></li><li>3. <u>Brief discussion on this year's evaluation procedure and evaluation form. What worked and what could be improved for next year?</u></li></ol>
June 24 Board Meeting	<ul style="list-style-type: none"><li>• The Board Chair will provide a summary of the superintendent evaluation meeting.</li></ul>

The revised **Superintendent Evaluation Form** for 2009-10 is attached. Our group made major revisions in all three sections of the evaluation form: 1) Completion of Superintendent Goals 2) Progress on Strategic Plan and 3) Administrative/Managerial Performance.

Finally, we looked at making the performance **rating system** we've used in the past more clear. We would like to have your input on the following ratings systems:

Superintendent Performance Rating Systems		
PAST Rating System	Rating System 1	Rating System 2
Distinguished Proficient Basic Unsatisfactory	Outstanding Very Good Basic Unsatisfactory	Outstanding Very Good Meets expectations Improvement needed Unacceptable
Not Applicable/Not Sufficient Information (not used in ratings)	Not Applicable/Not Sufficient Information (not used in ratings)	Not Applicable/Not Sufficient Information (not used in ratings)

At our April 2 Board Meeting we will review the superintendent evaluation procedure, evaluation form and decide on a rating system to use.

Thanks for everyone's help in this important role of the board!

Linda Johnson  
Board Chair  
612-716-8249  
linda@lindajohnsonseminars.com

## Superintendent Evaluation Performance Ranking Questions 2009-2010

Ratings:

- Distinguished (Outstanding) (4)
- Proficient (Very Good) (3)
- Basic (2)
- Unsatisfactory (1)
- Not Applicable/Not Sufficient Information (not used in ratings)

NOTE: Each question will have a comments area for 1) Commendations 2) Opportunities for Action.

### Part 1: Completion of SUPERINTENDENT GOALS

1.	Through innovation, increased efficiencies, and expanded use of technology, operational budgets will be reduced by a minimum of two percent for FY11	N/A	1	2	3	4
2.	The School Board will be provided data and a process to finalize a decision on long term facilities in the northern area.	N/A	1	2	3	4
3.	Using credible data, and, a collaborative process approach, member district Superintendents will be provided at least one cost saving area for regional consideration.	N/A	1	2	3	4
4.	Standardized assessment tools will objectively verify student achievement goals addressed through Professional Learning Communities (PLC).	N/A	1	2	3	4

### Part 2: Progress on STRATEGIC PLAN

	<p><b>STRATEGIC OBJECTIVES</b> by 2013, each member district will</p> <p>1) Declare satisfaction with the value and effectiveness of specialized services delivered to it by Intermediate District 287.</p> <p>2) Declare that Intermediate District 287 services are vital to ensure that the member district can meet the unique learning needs of its students</p>					
	<p><b>2009 Measurement Result 1.</b> All District 287 and key member district staff understand the mission and process for assessing the strategic objectives</p>	N/A	1	2	3	4
	<p><b>2009 Measurement Result 2.</b> Dynamic and flexible measurement tools essential for assessing the strategic objectives are being used by District 287 and each member district.</p>	N/A	1	2	3	4

<p><b>STRATEGY 1</b> We will design and implement communication systems to include accurate and trusted data that guide individual and collective decision-making and clarify perceptions.</p> <p><b>2009 RESULT 1.1</b> District 287 and member districts participate in the development, selection and annual review of data elements critical to making decisions and clarifying perceptions about 287 programs and services and agreed upon ways to collect and measure those elements.</p>	N/A	1	2	3	4
<p><b>STRATEGY 2</b> We will develop streamlined and transparent communication and decision-making systems to build trust and relationships to achieve our strategic objectives.</p> <p><b>2009 RESULT 2.1</b> A system is in place for member districts and 287 to engage in professional learning, information sharing, collaboration, identification of needs, and problem solving.</p> <p><b>2009 RESULT 2.2</b> A clear, concise system of communication is established, understood and used by District 287, member districts and their families.</p> <p><b>2010 RESULT 2.4</b> A clear, concise system of decision-making is established, understood, and used to meet the unique needs of individual districts.</p>	N/A	1	2	3	4
	N/A	1	2	3	4
	N/A	1	2	3	4
	N/A	1	2	3	4
<p><b>STRATEGY 3</b> We will design and when necessary redesign a continuum of direct and indirect innovative services with the priority to ensure that each member district can meet the unique learning needs of its students.</p> <p><b>2009 RESULT 3.1</b> District 287 has an established mechanism that responds to internal and external needs and ideas and generates innovative solutions.</p> <p><b>2009 RESULT 3.5</b> District 287 has a thriving, collaborative culture that embraces shared core values and is committed to achieving our mission.</p>	N/A	1	2	3	4
	N/A	1	2	3	4

### Part 3: ADMINISTRATIVE/MANAGERIAL

1.	<p><b>Leadership</b></p> <p>a. Provide overall leadership and serve as a catalyst for district-level planning, implementation, coordination and evaluation in order to position the District for ongoing success</p> <p>b. Maintain safe, orderly and productive learning environments allowing for students to meet their achievement goals.</p>	N/A	1	2	3	4
2.	<p><b>Financial Management</b></p> <p>Oversee all financial operations of the District, prioritize the needs of the students, provide cost effective programs and services, and recommend budgets to the School Board. Ensure the proper management of all fiscal resources of the District within the approved budget.</p>	N/A	1	2	3	4
3.	<p><b>Operational Management</b></p> <p>Oversee all support activities of the District including labor relations and human resources, student information systems, facility management including building &amp; grounds, emergency preparedness, risk management health &amp; safety, construction, food service programs, legal services, pupil transportation service, technology, purchasing, tuition billing and payroll systems.</p>	N/A	1	2	3	4
4.	<p><b>Continuous Improvement</b></p> <p>Provide leadership for innovation and improvements in all District programs/services, updating, modifying and eliminating programs as appropriate.</p>	N/A	1	2	3	4
5	<p><b>Board Relations</b></p> <p>a. Inform and advise the Board about the educational needs of the students, instructional best practices, and important issues of the District.</p> <p>b. Communicate and interact effectively with all board members.</p> <p>c. Implement Board policy and recommend the need for new or revised policies.</p>	N/A	1	2	3	4
		N/A	1	2	3	4
		N/A	1	2	3	4
6.	<p><b>Employee Relations</b></p> <p>Provide leadership in the recruitment, retention and recognition of high performing district employees. Negotiate and administrate labor agreements in a fair, professional and fiscally responsible manner.</p>	N/A	1	2	3	4
7	<p><b>District Culture</b></p> <p>Develop a District culture that encourages innovation, collaboration, stakeholder involvement, respect, integrity, and dependability.</p>	N/A	1	2	3	4

8.	<p><b>Partnerships/Advocacy</b></p> <p>Initiate, foster, and strengthen partnerships with member districts, community, legislators and government entities* to respond to the needs of member districts and students/families</p> <p>*Hennepin County, Minnesota Department of Education, Department of Human Services, cities</p>	N/A	1	2	3	4
9.	<p><b>Community Relations</b></p> <p>Serves as chief spokesperson for the district. Communicate effectively with member districts, parents, students and community members.</p>	N/A	1	2	3	4

	<p><b>Is there anything else you would like to add?</b></p> <p>COMMENDATIONS:</p> <p>OPPORTUNITES for ACTION:</p>					
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April 2010  
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## AMSD Calendar

**April 9, 2010**

**Board of Directors  
7:00 AM—9:00 AM**

Guest Speakers:  
Comm. Alice Seagren  
Rep. Mindy Greiling  
Sen. LeRoy Stumpf (invited)  
3rd Floor Cafeteria,  
TIES Building, St. Paul

**April 16, 2010**

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

**April 30, 2010**

**Executive Committee  
Meeting  
7:30 a.m., TIES Building,  
St. Paul**

**May 7, 2010**

**Board of Directors  
7:00 AM—9:00 AM  
3rd Floor Cafeteria,  
TIES Building, St. Paul**

## AMSD's Mission

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



**Association of  
Metropolitan School Districts**

## Stillwater Area Public Schools Expands Opportunities for Gifted Learners

The top student in class has some company in classrooms across the Stillwater Area Public School District. As part of the district's Gifted and Talented (G/T) initiative, highly gifted students have many opportunities to work together in a variety of challenging, engaging, and academically-stimulating learning environments.



In the past several years, the district has worked to greatly expand opportunities for gifted children in grades 3-9 by offering gifted clustering, as well as honors and accelerated courses. A separate, school-within-a-school was also created to provide enhanced academic enrichment to the most highly gifted students in grades 4-6.

"We believe our G/T opportunities help to inspire, challenge and motivate children to reach new levels of academic success," said Jo Tate, coordinator of the district's gifted and talented programs.

*Continued on page 2*

## From the Chair:

Not surprisingly, the focus of the 2010 legislative session has been on resolving the projected \$994 million budget shortfall for the current biennium. Somewhat lost in the shuffle has been the looming budget deficit facing the State in the 2012-13 biennium.

According to the February budget forecast, the State faces a shortfall of somewhere between \$4.5 and \$7.5 billion in the 2012-13 biennium depending on the assumptions included in the forecast. Clearly, state policymakers will face another daunting budget challenge next year when they must adopt the next biennial budget.

State funding for education was frozen for the current biennium. If the projected budget shortfall holds, our schools could face a continued funding freeze or possibly even reduced funding in the next biennium. The cuts necessary under such a scenario would be devastating to say the least.

The Governor and Legislators can provide a safety valve for school districts by granting locally elected school boards some temporary, limited levy authority until the state budget is stabilized. Because there is a two year lag between when levy authority is granted and when the revenue is received, the Governor and Legislature would need to grant levy authority this session for it to be available for the 2011-12 school year.

It is important that AMSD board members visit with their local legislators to make sure they understand the importance of taking action this session. Waiting until next year to address this issue will be too late and our students will suffer the consequences.

*Jon Tynjala, school board member from Mounds View, is chair of AMSD.*

## Stillwater using clustering to challenge gifted students

*Continued from page 1*

Gifted clusters can be found in every elementary school in the district in grades 3-6. Cluster grouping is the practice of placing several intellectually gifted students together in the same classroom with a teacher who has received additional training in working with gifted students. Cluster classrooms have the same number of students as all other classes and include not only gifted students, but also students with a broad range of abilities. The idea of clustering is to allow high achieving students to learn with peers of all abilities, while also being able to group together for more challenging lessons.

“Differentiation is the key to meeting students’ needs,” said Yoko Cheatham, a third grade cluster teacher at Lake Elmo Elementary. “A lot of times in education we teach to the middle. Clustering allows us to meet the needs of all children, and allow them to work to their potential. We can take the concepts we are teaching and extend them to a higher level and offer opportunities for every student.”

Research shows that clustering students of high ability increases the opportunity for instruction to be delivered at an appropriate pace and level of challenge. When grouped with students of like abilities, gifted students make more educational gains than when they are separated into different classes.

“We’ve seen as much as three times the improvement on test scores when students are clustered,” said Meagan Widner, a fourth grade cluster teacher at Lake Elmo. “The kids enjoy working together and sharing ideas and it is easier for teachers to do more for the G/T students because it’s six or seven kids rather than just one child.”

For elementary students in need of an even more rigorous academic environment, the district offers the GATE program, which is a gifted school-within-a-school program. The classes at GATE include only highly gifted learners who learn together with their academic peers in all core subject areas. The GATE curriculum covers all state and local standards,

while incorporating specific units of study designed for high ability learners. There is a strong emphasis on higher-level thinking and concept development.

In addition to clustering and GATE at the elementary level, the district also offers honors and accelerated courses to all junior high students and numerous Advanced Placement and college-level courses at the high school. Honors English is offered in 7-9 grades, and an honors Science course will be available to seventh graders in 2010-2011. Accelerated courses in math are also offered to all junior high students.

To learn more about Stillwater Area Public Schools’ gifted programs please contact Jo Tate, coordinator of gifted and talented programs, at [tatej@stillwater.k12.mn.us](mailto:tatej@stillwater.k12.mn.us) or 651-351-8483.



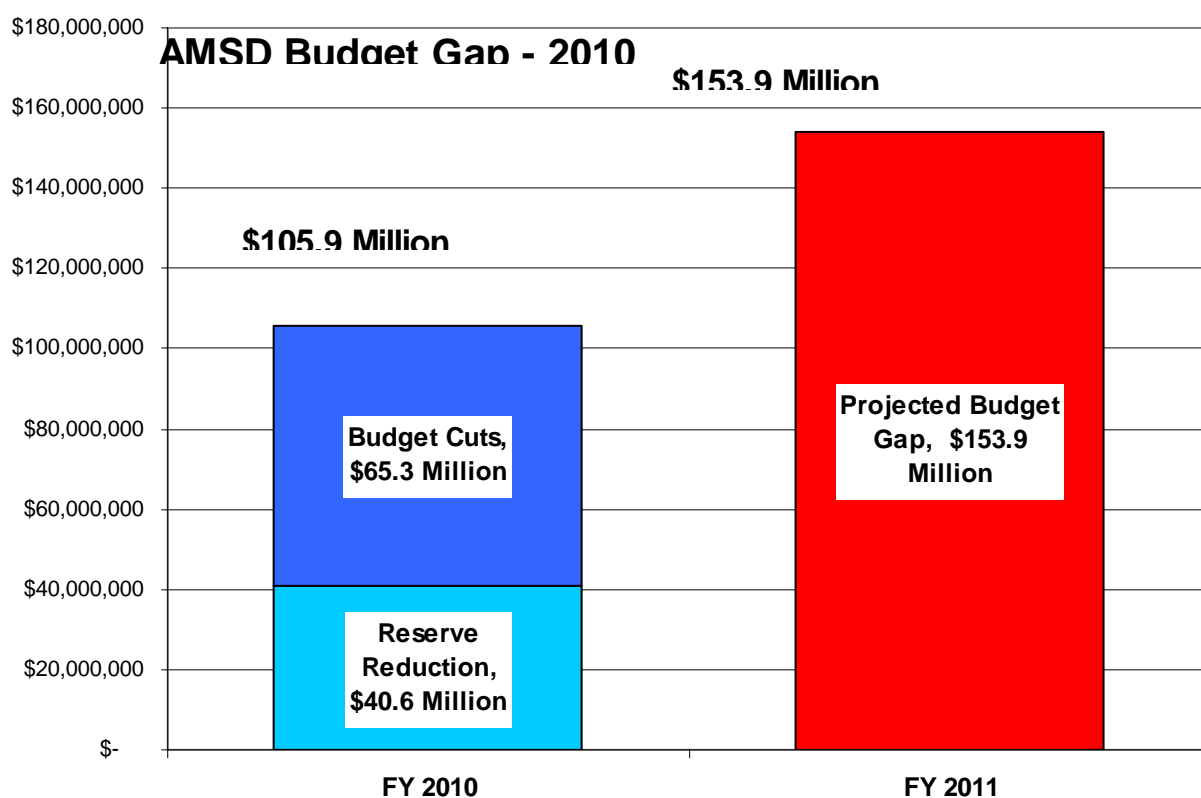
*This month’s member spotlight was submitted by Carissa Nelson Keister, Communications Coordinator, Stillwater Area Public Schools.*

## Strained School District Budgets Lead to Staff Layoffs

**A**s this year’s legislative session moves toward closure, it is apparent that school districts will continue to face daunting budget challenges. Unfortunately, this is a familiar story as school boards and school administrators have been grappling with diminishing resources for several years. The failure of the federal and state governments to fund mandated programs continues to force school districts to drain their budget reserves, cut programs and lay off staff.

A survey conducted last fall showed that AMSD member districts reduced their budget reserves by more than \$40 million in addition to making more than \$65 million in budget cuts in the current school year.

A follow-up survey conducted recently shows that AMSD member districts face even greater budget reductions for the 2010-11 school year. The survey asked school districts to project their budget gap assuming the current funding freeze remains in place and no further reductions are made during the 2010 legislative session. As the graph below shows, the combined budget gap for next year for AMSD member school districts is almost \$154 million.



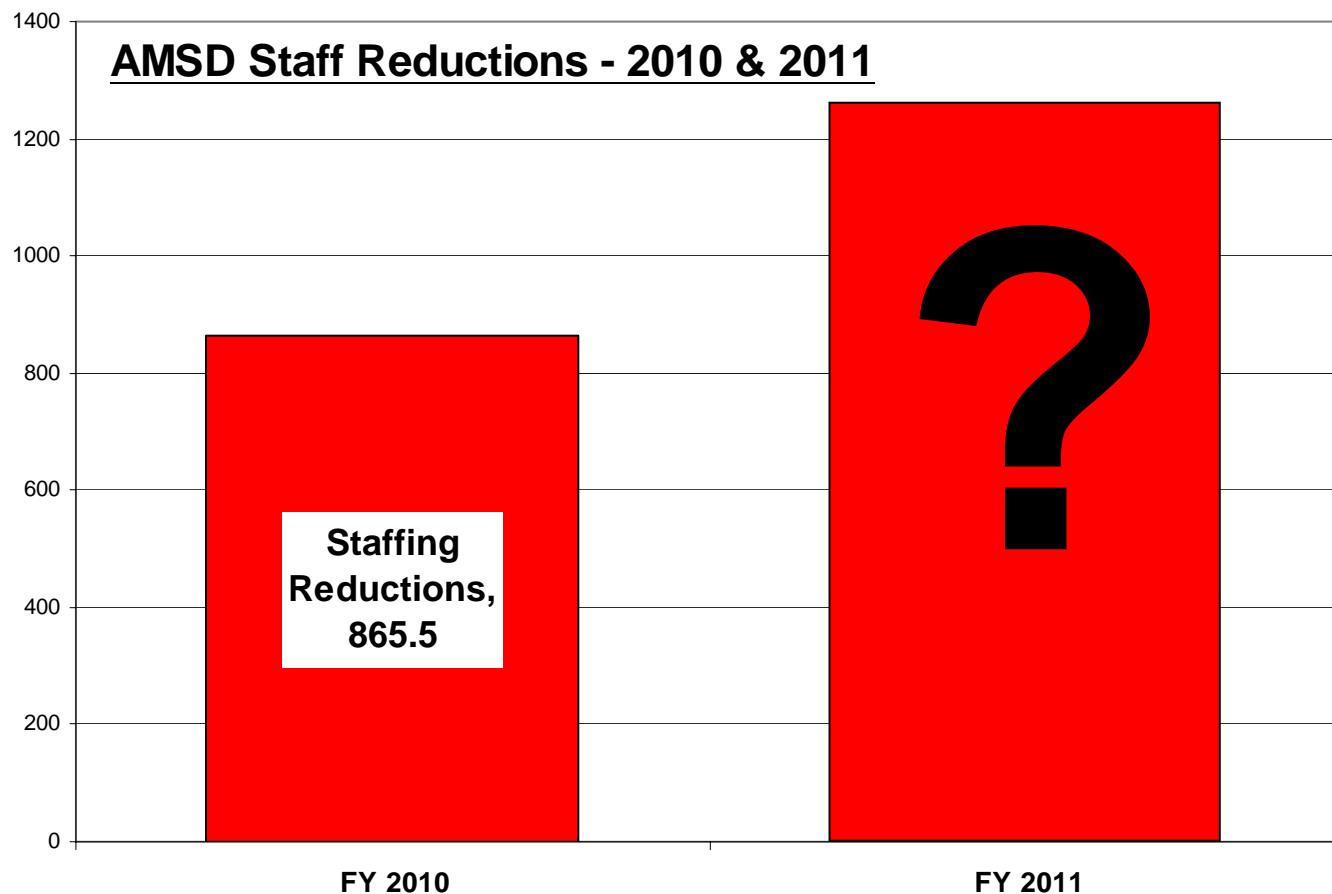
School board members and administrators are in the process of developing budgets for the 2010 -11 school year. Each year the choices are more limited. With budget reserves shrinking, districts will be forced to reduce staffing levels even further. In the current school year, AMSD members cut more than 865 staff.

*Continued on page 4*

## Staff layoffs to increase in 2011

*Continued from page 3*

With a cumulative projected budget gap of \$154 million for next year, AMSD districts are looking at staff layoffs in excess of 1,200. In fact, that number could rise even further as budget reserves have been tapped and can no longer be counted on to mitigate staffing cuts.



It is important to reiterate that these estimates assume no further cuts will be made to education during the 2010 legislative session. Any further reductions to education would exacerbate the projected shortfall numbers for metro school districts and lead to even greater staff layoffs.

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

# School Board Planning Calendar 2010

1 <sup>st</sup> Meeting of the Month		2 <sup>nd</sup> Meeting of the Month	
<b>JANUARY 14, 2010</b> <i>Organizational Meeting</i> ○ Oath of Office ○ Election of Board Officers ○ Board’s Adoption of the current definition of directory info under the Family Educ. Rights & Privacy Act <i>Regular Meeting</i> Transition DHH – Kelsey Dahl Prior Year Audit Review		<b>JANUARY 28, 2010</b> Finalize Legislative Annual Report Platform Strategic Plan Review & Measurement Report Financial Report December Pay Equity Implementation Report (every other year) Decision Resource Report to the Board TIES Award Winners (Shiow-Jen Sun/Kayleen Taffe) Mary Peters Named District 287 Teacher of the Year Transportation Study Report	
<b>FEBRUARY 11, 2010</b> Prairie Center Alternative “Help for Haiti” Bloomington Impact Statement Online Learning – Mike Smart & Jon Voss (Instructional) Special Education Monitoring (Instructional) Telecommuniting Pilot		<b>FEBRUARY 25, 2010</b> Financial Report February Staff Reduction ULA Resolution Changes for following Yr FY10 Budget Revision & FY11 Budget Assumptions Program Withdrawal Report Truancy Model Partnership with Hennepin county Facilities Management Update Itinerate Services – Instructional Report (Laura K-G.) School Board Recognition Week	
<b>MARCH 11, 2010</b> North Education Center – Work Shop	<b>MARCH 25, 2010</b> Efficiency Efforts Status Report Financial Report February North Education Center (Possible Action)		
<b>APRIL 22, 2010</b> <i>(Only one Board meeting this month!)</i>			
Spotlight DVD Presentation Long Range Facilities Planning Presentation Superintendent & Board Evaluation Update Instructional Initiative to Support Student Learning for 2010-2011 School Year		Financial Report March Attorney Services Proposed District 287 School Calendar 2010-2011	
<b>MAY 13, 2010</b> Food Service Report System for Student Achievement Data Collection		<b>MAY 27, 2010</b> Financial Report April Audit Open Items & Requirements changes Staff Reduction ULA Resolution FY 10 Budget Revision Non- Tenured Non-Renewals & Probationary Non-Licensed Clerical Layoffs	
<b>JUNE 10, 2010</b> Superintendents Evaluation	<b>JUNE 24, 2010</b> Financial Report May Employment Guides for Unaffiliated and Admin. Student Achievement in the Area of Reading 2010-11 Budget		
		Final ULA Resolution for Licensed Staff Board Evaluation MDE Monitoring in Special Education Superintendent & School Board Evaluation to plan for Board Retreat outcomes	

**INFORMATIONAL ITEMS TO REMEMBER:**

- \*\* Community use of Facilities Bucket
- \*\* Health and Medical Bucket

# School Board Planning Calendar 2010

1 <sup>st</sup> Meeting of the Month	2 <sup>nd</sup> Meeting of the Month
<i>Only one Board meeting this month!</i>	<b>JULY 22, 2010</b> Financial Report June Legislative Session Review & Implications for District Operations C-Train Update
<i>Only one Board meeting this month!</i>	<b>AUGUST 26, 2010</b> Financial Report July EBD Presentation (Laura Keller-Gautsch – 15 minutes) Report on Crisis Planning (Michelle Axell – 10 minutes) Approval of Cash Flow Borrowing Resolution School Start Up Program Report “Top 5 Things Board Members Should Know About the Start of School”. (Colleen, Laura, and Jane)
<b>SEPTEMBER 9, 2010</b> Superintendent Goals Closed Session on Negotiation	<b>SEPTEMBER 23, 2010</b> Financial Report August PLC’s Instructional Report - Student Achievement & Measurement of Progress (will include AYP). (Jane & Laura) Resolution Authorizing 287 to purchase Edgewood (Don Lifto may come to Board Meeting)
<b>OCTOBER 14, 2010</b> Prior Year Agenda Review Strategic Plan – Role of the School Board (Steven Barone)	<b>OCTOBER 28, 2010</b> Financial Report September Strategic Plan Update MSTA – Instructional Report
<b>NOVEMBER 11, 2010</b> <i>(Only one Board meeting this month!)</i>	
Financial Report October Facilities Management Update C-Train Report (Written Report) Parameters Resolution authorizing the certificate sale and the conditions of the award for financing the Edgewood Purchase.	Prior Year Unaudited Fund Balance Report OPEB Reporting & Funding Edgewood Purchase Agreement Approval
<b>DECEMBER 9, 2010</b> <i>(Only one Board meeting this month!)</i>	
Financial Report November Facilities Management Update - Energy Audit Restraints and Seclusion – Instructional Report Legislative Initiatives & White Paper Review Consideration and award of the certifications for Edgewood purchase.	Prior Year Audit Review North Education Center Decision Digital Copy Certificate (Written Report) Teacher Contract Renewal

**INFORMATIONAL ITEMS TO REMEMBER:**

- \*\* Community use of Facilities Bucket
- \*\* Health and Medical Bucket

**INTERMEDIATE DISTRICT 287**  
**April 22, 2010**  
**SCHOOL BOARD CALENDAR**

**PROPOSED  
 DATES**

## April 2010

17	Saturday	<b>MN Destination ImagiNation – State Tournament</b>	<b>Anoka High School, Anoka</b>
20	Tuesday	<b>Hosterman Appreciation Night</b> <b>Parent/Guardian/Caregiver</b>	6:30PM – 8:00PM <b>Hosterman</b>
22	Thursday	General Board Meeting	6:30PM Board Rm
28	Wednesday	<b>Honors Mentor Connection Scholars Forum</b>	6:60PM <b>District Service Center</b>

## May 2010

13	Thursday	General Board Meeting	6:30PM Board Rm
18	Tuesday	<b>Retirement Celebration</b>	6:30PM <b>DSC - Room 318</b>
20	Thursday	<b>Eden Prairie Pathways Awards Program</b>	10:10AM & 12:20PM <b>Eden Prairie HTC</b>
25	Tuesday	<b>VECTOR Graduation Brunch</b>	8:15AM <b>South Education Ctr</b>
26	Wednesday	<b>North Vista Graduation</b>	6:00PM <b>North Vista Ed Ctr</b>
27	Thursday	General Board Meeting	6:30PM Board Rm

## June 2010

02	Wednesday	<b>Hosterman Graduation (Strive, SAFE, SUN &amp; CIP)</b>	9:45AM <b>Hosterman Cafeteria</b>
03	Thursday	<b>City West Academy Graduation</b>	10:00AM <b>City West Academy @ Shady Oak</b>
03	Thursday	<b>Phase/Intersect Graduation</b>	12:00PM <b>SEC Gym</b>
03	Thursday	<b>South Education Center Alternative Graduation</b>	5:00PM <b>SEC Gym</b>
04	Friday	<b>VENTURE Secondary/InVEST High School</b>	9:00AM <b>NWTC-2nd Floor</b>
04	Friday	<b>Focus Graduation</b>	9:30AM <b>SEC Gym</b>
04	Friday	<b>Prairie Center Alternative Graduation</b>	10:00AM <b>Eden Prairie Community Center</b>
04	Friday	<b>VECTOR/InVEST Transition North Graduation</b>	12:30PM <b>HTC, North Campus</b>
08	Tuesday	<b>Bren Road Graduation</b>	3:45PM <b>Bren Road</b>
09	Wednesday	<b>Epsilon Graduation</b>	1:30 PM - 3:30PM <b>Henn Cty Home Sch</b>
09	Wednesday	<b>Edgewood Graduation</b>	6:30PM <b>HTC, North Campus</b>
11	Friday	<b>Richfield Transition Plus Graduation</b>	8:30AM <b>SEC Gym</b>
10	Thursday	General Board Meeting	6:30PM Board Rm
24	Thursday	General Board Meeting	6:30PM Board Rm



## *What is Family Medical Leave Act ? What is Exigency Leave?*

Although this law has been in place for many years, you might not be aware of its provisions. **FMLA (Family Medical Leave Act)** provides for up to 12 weeks of unpaid leave per year. The leave may be used to give birth, be with a new child, to care for your own serious health condition or to care for your spouse, child, or parent who has a serious health condition.

The leave is unpaid unless you have a qualifying reason under Section 19 of your contract to use annual leave. In the Local 2209 contract, the annual leave time runs concurrently with FMLA leave. Generally, you can use your annual leave time during FMLA if you, your spouse, or your child has a serious medical condition (this could include disability due to pregnancy.)

While you are on FMLA leave, health and dental benefits must be continued on the same basis as when you began the leave. In other words, the district must continue to pay whatever premiums it pays while you are at work. When you return from

FMLA, you have the right to your former position, or an equivalent position with equivalent pay, benefits, and other employment terms.

Effective January 2008, an eligible employee is allowed to take up to 26 work weeks of leave to care for a member of the armed forces. This leave expands the definition of eligible members of your family to include "next of kin."

And finally, **exigency leave**. This leave provides up to 12 weeks of leave to handle "any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty."

In order to apply for FMLA or exigency leave, contact the Human Resources department to obtain the district FMLA policies and documentation. You will need to have your physician fill out the FMLA medical form.



*Rachel Domaszek*  
Education MN Field Staff

To avoid potential problems, make sure you start this process as soon as you know you need to go on leave.

This article is only an overview of some of the key elements of FMLA. This law is intended to help employees and protect their employment status. If you have any questions, ask your local Member Rights Advocate for assistance.

Questions on these topics?  
Contact a Member Rights Advocate:

Bob Bathke: rebathke@district287.org  
Bob Laumann: rclaumann@district287.org  
Mary Neiman: mcneiman@district287.org

## KNOW YOUR CONTRACT ...

### MATCHING CONTRIBUTION PLAN

- \* Annual tax deferred monetary benefit via 403(b) plan
- \* Employees who are .8 or greater (hours per wk or days per year basis)
- \* Apply by July 1st to begin matching contributions on Sept 15 paycheck, or by Dec 1st to begin on Jan 15th paycheck
- \* Contributions divided equally over 19 or 24 pay periods
- \* Must be working 5 or more years for District 287
- \* Matching annual contributions:

5-9 yrs:	\$500
10-14 yrs:	\$900
15-19 yrs:	\$1400
20+ yrs:	\$1900
- \* Maximum cumulative contribution:

Salaried:	\$35,000
Hourly:	\$18,000

**\*When eligible for new or increased matching contribution, employee must complete a new TSA application form available in Business Services Office.**

For financial advice: Jim Lutz, Educator's Financial Services, Inc. 952.941.9140 / JimL@tsainvest.com



Thanks to Mary Hogetvedt's idea for the **GO GREEN** Unifyer option!

If you'd like your Unifyer in electronic edition, please send email request to: [LELazowski@district287.org](mailto:LELazowski@district287.org) .

Remember to send your **PERSONAL** email address with request.

### Local 2209 Executive Council Members

**Bruce Mulder, President**  
763-550-3120

**Bob Bathke, Vice President**  
612-355-5856

**Mary Neiman, Executive Officer A**  
952-653-1660

**Bob Laumann, Executive Officer B**  
763-550-7361

**Mark Hoffer, Treasurer**  
763-550-3174

**Lois Lillie, Membership Secretary**  
763-550-7171

**Communications Coordinator:**  
**Laura Lazowski**  
763-550-7170 ext.2

*You are invited*

**Intermediate District 287**

RESPONSIVE. INNOVATIVE. SOLUTIONS.

HENNEPIN TECHNICAL PATHWAYS

# Awards Programs



**Wednesday, May 19<sup>th</sup>  
Eden Prairie Campus**

*Intermediate District 287  
@ Hennepin Technical College  
13100 College View Drive  
Eden Prairie, MN 55347*

**10:10 a.m. and 12:20 p.m.**

**Please join us to honor your students**

**at our**

**annual awards ceremonies!**

**Reception immediately follows ceremonies.**

# Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

## Graduation & Special Events Schedule

<b>Hosterman Appreciation Night</b> <b>Tuesday, April 20, 2010</b> 6:30 PM @ Hosterman 5530 Zealand Ave North, New Hope, 55428		
	<u>Don Draayer</u>	_____
	<u>Linda Johnson</u>	_____
	<u>Michèle Kunz</u>	_____
<b>New added</b> 4/05/10	<b>Honors Mentor Connection Scholars Forum</b>	<b>New added</b> 4/05/10
<b>Wednesday, April 28, 2010</b> 6:30 PM @ District Service Center 1820 Xenium Lane North, Plymouth, 55441		
	<u>Linda Johnson</u>	_____
	<u>Michèle Kunz</u>	_____
	_____	_____
<b>New added</b> 4/22/10	<b>Retirement Celebration</b>	<b>New added</b> 4/22/10
<b>Tuesday, May 18, 2010</b> 6:30 PM @ District Service Center 1820 Xenium Lane North, Plymouth, 55441		
	_____	_____
	_____	_____
	_____	_____
<b>Eden Prairie Pathways Awards Program</b> <b>Thursday, May 20, 2010</b> 10:10 AM & 12:20 PM @ North vista Education Center 3510 France Ave North, Robbinsdale, 55422		
	<u>Carter Peterson</u>	_____
	_____	_____
	_____	_____
<b>Location Change</b> 4/14/10	<b>VECTOR Graduation Brunch</b>	<b>Location Change</b> 4/14/10
<b>Tuesday, May 25, 2010</b> 8:15 AM @ South Education Center 7450 Penn Avenue South, Richfield, 55423		
	<u>Linda Johnson</u>	_____
	_____	_____
	_____	_____

<b>North Vista Graduation</b> <b>Wednesday, May 26, 2010</b> 6:00 PM @ North vista Education Center 3510 France Ave North, Robbinsdale, 55422		
<u>Greg Thielsen</u> <u>Don Draayer</u> <u>Carter Peterson</u>	<u>Carol Bomben</u> <hr/> <hr/>	
<b>Hosterman Graduation</b> <b>Wednesday, June 2, 2010</b> 9:45 AM @ Hosterman Cafeteria 5530 Zealand Ave North, New Hope, 55428		
<u>Pam Rykken</u> <u>Ann Bremer</u> <u>Don Draayer</u>	<u>Sally Johnson</u> <hr/> <hr/>	
<b>City West Academy Graduation</b> <b>Thursday, June 3, 2010</b> 10:00 AM @ City West Academy – Shady Oak 6754 Shady Oak Road, Eden Prairie, 55344		
<u>Don Draayer</u> <u>Carter Peterson</u> <u>Carol Bomben</u>	<hr/> <hr/> <hr/>	
<b>New added 3/31/10</b>	<b>Phase/Intersect Graduation</b> <b>Thursday, June 3, 2010</b> 12:00 PM @ South Education Center Gym 7450 Penn Avenue South, Richfield, 55423	<b>New added 3/31/10</b>
<u>Sally Johnson</u> <hr/> <hr/>	<hr/> <hr/> <hr/>	
<b>SEC Alternative Graduation</b> <b>Thursday, June 3, 2010</b> 5:00 PM @ South Education Center Gym 7450 Penn Avenue South, Richfield, 55423		
<u>Nancy Rowley</u> <u>Don Draayer</u> <u>Carter Peterson</u>	<u>Carol Bomben</u> <u>Michèle Kunz</u> <hr/>	
<b>New added 4/13/10</b>	<b>VENTURE Secondary/InVEST High School Graduation</b> <b>Friday, June 4, 2010</b> 9:00 AM @ NWTC - 2nd Floor 7008 Northland Drive, Brooklyn Park, 55428	<b>New added 4/13/10</b>
<hr/> <hr/>	<hr/> <hr/>	



Richfield Transition Plus Graduation

Friday, June 11, 2010

8:30 AM @ South Education Center Gym  
7450 Penn Avenue South, Richfield, 55423

New added  
3/31/10

New added  
3/31/10

Ann Bremer

\_\_\_\_\_

Greg Thielsen

\_\_\_\_\_

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