

Intermediate District 287

Responsive. Innovative. Solutions.



Intermediate District 287

Regular Meeting

Thursday, May 27, 2010 6:30 PM

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS

GENERAL MEETING OF THE BOARD

Thursday, May 27, 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 May 13, 2010 4
 4. 2. Routine Human Resource Activities for May 27, 2010 8
5. **SHARE THE SUCCESS & RECOGNITIONS** (Information)
 5. 1. South Education Center to receive 2010 Hennepin County Wellness by Design Award
Hennepin County Wellness by Design Award letter is attached as information.
 5. 2. Minnesota Association of Government Communicators (MAGC) Award
Minnesota Association of Government Communicators (MAGC) awarded Intermediated District 287 three awards at the 2010 Northern Lights Awards banque.
6. **SUPERINTENDENT'S REPORT**
 6. 1. Student Presentation Update (Information)
Christopher Ringe is a soon to be graduate of our Phase Program at Edgewood Education Center. Christopher and his parents, Judi Marie and Mitch Ringe will talk about the services that they have received from District 287 and their home district of Osseo over the past 21 years starting when Chris first came home from the hospital. Chris will also explain what his plans are after graduation.
 6. 2. Bloomington Withdrawal (Information) 12
Two recent letters are attached as information.
7. **INSTRUCTIONAL REPORT** (Information)
 7. 1. Augmentative Communication Assessment Tool
Anne Marie Bailey, Diane Gerads-Schmidt, and Barb Skelly will provide an overview on augmentative communication team, which has developed an informal assessment, **Essential Communication Skills Inventory**, which is used with students who are multiply disabled and non-verbal. This assessment provides a tool for member district staff to do initial and ongoing assessment of communication skills with a population of students who are difficult to assess using traditional measures. The test provides the basis for the augmentative communication specialist to work with the IEP team to develop a communication system for the students.

The assessment was presented at the state Charting the C's conference this spring. The assessment is going to be available for sale.
8. **ADMINISTRATIVE SERVICES REPORT**
 8. 1. Financial Report
 8. 1. 1. Approval of Routine Monthly Finance Report (Action) 14
Janet Johnson will provide an overview of the monthly finance report. (Documents

not ready at time of BoardBook upload. Documents will be loaded on Tuesday, May 25, 2010.)

8. 1. 2. Reimbursement Resolution	<i>(Resolution)</i>	24
Janet Johnson will present a resolution allowing the District to reimburse itself from North Education Center (NEC) project financing for early expenses related to the NEC project.		
8. 2. Facilities Report		
8. 2. 1. North Education Center (NEC) Facility Committee Report	<i>(Information)</i>	28
Committee Chair Peyton Robb will provide a brief overview of the May 18, 2010 meeting.		
8. 2. 2. Purchase Agreement	<i>(Resolution)</i>	30
Committee Chair Robb will provide a Facility Committee recommendation on the purchase agreement for land on the Hosterman site to build NEC.		
8. 3. Human Resource Report		
8. 3. 1. Non-Tenured, Non-Renewals & Probationary Non-Licensed	<i>(Resolution)</i>	86
There will be three subsets of the main action. Each subset requires a roll call vote of the Board. (Documents not ready at time of BoardBook upload. Individual resolutions with staff names will be loaded on Tuesday, May 25, 2010.)		
9. BOARD BUSINESS	<i>(Information)</i>	
9. 1. Policy Review & Revision		
9. 2. Board Reports		
9. 2. 1. Chair Report	<i>(Information)</i>	
9. 2. 1. 1. NSBA Conference Report		92
9. 2. 2. AMSD Report (Ann Bremer)		
9. 3. District News	<i>(Information)</i>	
9. 3. 1. School Board Planning Calendar		95
9. 3. 2. May 27, 2010 School Board Event Calendar		97
9. 3. 3. Graduation & Special Events Schedule		98
9. 4. Once Around the Table		
10. ADJOURNMENT		

DISTRICT 287 REGULAR BOARD MEETING
Intermediate District 287
May 13, 2010
MINUTES

1. CALL TO ORDER

Chair Linda Johnson called the regular meeting to order at 6:35 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
273	Edina	Peyton Robb
276	Minnetonka	Don Draayer
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

Board member Carol Bomben (Eden Prairie) arrived later in the evening.

Absent: 270/Johnson, and 278/Kunz

Guests:

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

287 Staff Members: Linda Rees, Anne Runck, Mark Hoffer, Lois Lillie, Maureen Johnson, Lisa Bachman, Becky Schmieg, and Bruce Mulder

2. APPROVAL OF GENERAL MEETING AGENDA

The general meeting agenda was presented for approval. *Motion by Carter Peterson, seconded by Don Draayer, to approve the meeting agenda. 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 April 22, 2010, and approval of the Hennepin County Contract. *Motion by Nancy Rowley, seconded by Greg Thielsen, to approve the consent agenda as presented. All in favor. Motion carried unanimously.*

5. SHARE THE SUCCESS & RECOGNITIONS

Superintendent Lewandowski introduced Dr. Jane Holmberg, Executive Director of Teaching and Learning. Dr. Holmberg introduced Intermediate District 287 Communication Administrator Linda Rees. Mrs. Rees was recognized for her contribution as producer of the District "Welcome Back" video that received a Star Award from the Minnesota School Public Relations Association.

Dr. Holmberg introduced Anne Runck, Instructional Work Coordinator. The Minnesota Association of Career and Technical Administrators recognized Mrs. Runck as the 2010 Minnesota Outstanding Educator during their spring conference.

Superintendent Lewandowski shared a parent letter with the Board regarding a Mentor Connection student Rachel Gibbons. Dave and Linda Gibbons thanked the Osseo School District and Intermediate District 287 for the education and opportunities that were made available to their daughter, Rachel.

6. HUMAN RESOURCE REPORT - None

At the recommendation of Board Chair Johnson, *a motion was made by Steven Antolak, seconded by Greg Thielsen, to close the meeting to consider strategy for labor negotiations, as required in Minnesota Statute §13D.03. All in favor. Motion carried.* The meeting was closed to the public at 6:45 PM. *A motion was made by Carter Peterson, seconded by Greg Thielsen, to reopen the general meeting. All in favor. Motion carried unanimously.* The general meeting reopened at 7:53 PM

Anne Becker, Director of Human Resources, briefly presented aspects of the three proposed labor agreements, including Local 2209, Unaffiliated and Administrative groups. The average pay increase is 3% per person per year for Local 2209 and 2.25% per person per year for the Unaffiliated and Administrative groups. Health insurance is capped for the Unaffiliated and Administrative groups, but there is no cap on the District contribution for Local 2209. The Board restated their strong desire for an insurance cap for all employee groups. Superintendent Lewandowski recommended approval of the resolution approving the 2209 labor agreement. *Motion by Greg Thielsen, seconded by Linda Johnson, to approve the 2209 labor agreement as presented.* At the recommendation of Board Chair Johnson, a Roll Call vote was made. *The following voted in favor of motion: A. Bush, G. Thielsen, P. Robb, L. Johnson, C. Peterson, and A. Bremer. Votes against the motion: S. Antolak, N. Rowley, and P. Rykken. Motion carried.*

7. SUPERINTENDENT'S REPORT

Superintendent Lewandowski presented an email affirming communication from an itinerant teacher who had recently attended the Achieving & Sustaining Greatness training.

Sandy briefly presented to the Board a progress report on three priority projects being coordinated with Hennepin County Commissioners and Superintendents: 1) a shared social work model, 2) a model for sharing student data, and 3) a regional summit on school dropouts.

Sandy gave a brief overview to the Board on the progress made on the transportation study, which seeks to reduce costs by coordinating transportation among districts to District 287 sites. She also updated the Board on the process by which assets and liabilities might be determined in the Bloomington withdrawal.

Dr. Jane Holmberg, Executive Director of Teaching and Learning, presented a brief overview on the Grants and Research Office (GRO) Annual Report and notification that the Minnesota Destination ImagiNation (DI) program is being included in a Federal Innovation grant being submitted by the national DI program.

8. INSTRUCTIONAL REPORT

Laura Keller-Gautsch, Executive Director of Special Education, and Dr. Jane Holmberg, Executive Director of Teaching and Learning, gave an overview of the compiled list of Professional Learning Community (PLC) goals and the assessments used to measure the goals. A list was presented to provide information on the level of attainment of the Superintendent's goal that standardized assessments be used to measure the PLC goals. The objective assessments of PLC goals provide a way to report student achievement in District 287 that more accurately reflects growth than statewide assessments.

9. ADMINISTRATIVE SERVICE REPORTS

Financial Report

Mrs. Janet Johnson, Director of Finance Services, presented the parameters resolution to refinance the South Education Center land purchase. *Motion by Carter Peterson, seconded by Nancy Rowley, to*

approve the parameters resolution to refinance the South Education Center land purchase as presented. All in favor. Motion carried unanimously.

Facilities Report

Board Facility Committee Chair Robb reported to the Board that the Purchase Agreement was not complete at the time of the Board meeting. *Motion by Peyton Robb, seconded by Greg Thielsen, to table the Purchase Agreement to the May 27 Board meeting. All in favor. Motion carried unanimously.*

Human Resources Report

Anne Becker recommended approval of the Administrator/Unaffiliated Guides. *Board member Antolak made a motion to move passage of 9.3.1. Administrator/Unaffiliated Guides, 9.3.2. Change from 14 to 17 Salary Grades, and 9.3.3. Job Reclassification for FY10, second by Peyton Robb to approve as presented. At the recommendation of Board Chair Johnson, a Roll Call vote was made. The following voted in favor of motion: A. Bush, G. Thielsen, D. Draayer, C. Bomben, P. Robb, L. Johnson, C. Peterson, S. Antolak, N. Rowley, P. Rykken, and A. Bremer. No votes against. Motion carried.*

10. BOARD BUSINESS

Policy Review & Revision

Chair Report

Chair Johnson presented a brief overview of the Superintendent's evaluation process. Chair Johnson informed the Board that the Superintendent's evaluation will be closed on Friday, May 21, 2010.

Chair Johnson updated the Board on the Honors Mentor Connection Scholars Forum and Hosterman Family Night.

Superintendent Lewandowski updated the Board on the first South Education Center Family Night.

AMSD Report

Board member Bomben briefly commented on the April 2010 meeting.

Once Around the Table – None

Arlene Bush

Greg Thielsen

Brooklyn Center has contracted to have a Doctor in the building for wellness for staff; this will help with staff attendance and staff wellness.
Shared a rotary event entitled "Celebration for Students"

Carol Bomben

Peyton Robb

Sally Johnson

Don Draayer

Michèle Kunz

Steven Antolak

Ann Bremer

Our district sent 3 students to the DECA International.

Nancy Rowley

Linda Johnson

Carter Peterson

Pam Rykken

Sandy Lewandowski

Anne Becker

Thank you for your support.

Chad Maxa

Jane Holmberg

Char Myklebust

Janet Johnson

Laura Keller-Gautsch Laura announced that Minnesota Department of Education (MDE) monitoring visits is back on for May 10, 2010.

Tom Shultz
Wauneen Mgeni

11. ADJOURNMENT

Motion was heard and seconded to adjourn the meeting. Meeting adjourned at 9:25 PM.

The next general meeting will be held on May 27, 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 – May 27, 2010**

1. New Hires:

A. Regular

- JOHN P. FRY, Assistant Principal at Hosterman Education Center, **additional position**, effective July 1, 2010 – 1.0 FTE.
- BARBARA A. LAKE, Special Education Supervisor (Principal) at Bren Road Education Center and Hennepin County Home School, **refill of current temporary position**, effective July 1, 2010 – 1.0 FTE.
- ANNE L. RUNCK (current employee), Program Facilitator at South Education Center, **additional position due to increased enrollment**, effective July 1, 2010 – 1.0 FTE.
- GLORIA J. WILDER, Assistant Director of Finance at the District Service Center, **additional position**, effective May 24, 2010 – 1.0 FTE.

B. Reinstatement of Licensure Waivers

-

Reinstatement

-

C. Temporary:

- COLLEEN S. BAUMTROG, Executive Director of Administrative Services, additional 10 days (80 hours) effective April 5, 2010 through May 21, 2010, to complete work related to Human Resources/negotiations and other administrative issues.
- LINDA K. BOSER, Independent Study Physical Education Instructor at Armstrong High School, effective July 1, 2010 through June 30, 2011.
- MARY A. DAVIS, Independent Study Math Instructor at Armstrong High School, effective July 1, 2010 through June 30, 2011.
- DAVID ESPOSITO, Independent Study Social Studies Instructor at Armstrong High School, effective July 1, 2010 through June 30, 2011.
- LINNEA F. FISCHER, Independent Study English Instructor at Armstrong High School, effective July 1, 2010 through June 30, 2011.
- DON FRALICK, Food Service Assistant Instructor at Eden Prairie Campus, effective May 10, 2010 through June 9, 2010.
- LORA HAIDER, Independent Study Math Instructor at Armstrong High School, effective July 1, 2010 through June 30, 2011.
- NICOLE L. HILDEBRAND, Deaf/Hard of Hearing Instructor at the District Service Center effective May 7, 2010 through June 10, 2010.

- STEPHEN L. HOPKE, Independent Study Health/Physical Education Instructor at Armstrong High School, effective July 1, 2010 through June 30, 2011.
- SUZANNE M. LATHAM, Independent Study Science Instructor at Eden Prairie High School effective June 14, 2010 through June 30, 2011.
- SARAH L. STREITZ, Independent Study Math Instructor at Richfield High School effective July 1, 2010 through June 30, 2011.
- LYNN S. TEWS, Independent Study Social Studies Instructor at Armstrong High School, effective July 1, 2010 through June 30, 2011.
- STEVEN THOMPSON, Independent Study Science Instructor at Armstrong High School, effective July 1, 2010 through June 30, 2011.
- LARRY A. WEUM, Independent Study Coordinator at Armstrong High School, effective July 1, 2010 through June 30, 2011.

D. Substitutes

-

2. Extended Leaves of Absence:

A. Unpaid

-

3. Separations:

A. Dismissal

-

B. Resignation

- ANGELA M. ABRAHAM, Vision Instructor at the District Service Center, effective June 11, 2010.
- ELIZABETH O. FROEHLICH, Speech Language Pathologist at the District Service Center, effective June 10, 2010.

C. Retirement (Regular/Disability)

-

4. Other:

A.

* Indicates delay due to background check

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

NON-LICENSED STAFF:

1. New Hires:

A. Regular

- JULIE TUORILA (current clerical Grade III employee), Information Technology Specialist at the District Service Center, **refill for T. Kempenich**, effective June 1, 2010 – 1.0 FTE.
- PATRICIA FLOE (current clerical Grade III employee), Clerical at the Hennepin County Home School, **refill for K. Albrecht**, effective May 24, 2010 Grade IV - 12 month – 1.0 FTE.

B. Temporary

- DANIEL LUEDTKE, Education Assistant at Edgewood Education Center, effective April 6, 2010 through June 9, 2010.
- AISHA ANDERSON, Education Assistant at Hosterman Education Center, effective April 22, 2010, through June 9, 2010.
- MISTY NEWTON, Education Assistant at Edgewood Education Center, effective April 27, 2010.
- DARNELL PEARSON, Education Assistant at Edgewood Education Center, effective April 27, 2010.
- MARISA MEDINA, Education Assistant at Hosterman Education Center, effective May 14, 2010.
- RICHARD KEENEY, Education Assistant at Edgewood Education Center, effective May 11, 2010.

C. Substitutes

-

2. Extended Leaves of Absence:

A. Unpaid

- JASON VIOLETTE, Education Assistant at Epsilon, .4375 FTE effective for the 2010-11 school year.

3. Separations:

A. Dismissal

- JURIAD HUGHES, Education Assistant at Hosterman, effective April 22, 2010.

B. Resignation

- MARGARET WALSH-HEFFNER, Education Assistant at Hosterman Education Center, effective June 10, 2010.
- ELIZABETH STRAW, Cook at South Education Center, effective June 30, 2010.

- TERESA KEMPENICH, Information Technology Specialist at the District Service Center, effective May 14, 2010.
- HILDA ORIENY, Education Assistant at Edgewood 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 six (6) 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.

Mary Frush
Jeff Jacobs

Therese Feldmeier
Tyone LaDouceur

Maureen Johnson
Sue Weiland



Les Fujitake
Superintendent of Schools
952.681.6402
Fax 952.681.6406
lfujitak@bloomington.k12.mn.us

Educational Services Center
1350 West 106th Street
Bloomington, MN 55431-4126

www.bloomingtonschools.info

May 3, 2010

Sandy Lewandowski, Superintendent
Intermediate District 287
1820 Xenium Lane North
Plymouth, MN 55441

MAY 05 2010

INTERMEDIATE DISTRICT 287
SUPERINTENDENT'S OFFICE

Dear Sandy:

Thank you for your letter dated April 28, 2010. I appreciate your prompt response to my letter.

I also appreciate your suggestion to meet. In response, I offer an enhancement to your meeting suggestion. Your proposed meeting would be enhanced if we had data at that meeting that would help with our decision-making. The helpful data would come from our financial consultants.

Mr. Jim Eichten, MMKR's principal, appears to be your consultant. Mr. Matt Mayer, Kern, DeWenter and Viere partner, is our consultant. Mr. Mayer knows Mr. Eichten. Mr. Mayer reports that he would be comfortable meeting with Mr. Eichten to explore possible methodology options for valuing and distributing of assets to provide to our Boards for consideration. This methodology data would be the focus of discussion for your proposed meeting. The actual process of valuing and distributing the assets would happen only after both Boards agree to the methodology.

Sincerely,

Les Fujitake
Superintendent of Schools

May 17, 2010

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

Mr. Les Fujitake, Superintendent
Bloomington Public Schools
1350 West 106th Street
Bloomington, MN 55431

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

Telephone: 763.550.7100
www.district287.org

Dear Les,

I am writing to respond to your May 3, 2010 letter and want to express our interest and willingness to cooperate with next steps related to Bloomington's withdrawal from Intermediate District 287. To that end, I appreciate your suggestion to have Jim Eichten meet with Mr. Mayer in advance of the meeting with our Board Chairs from 287 and 271. I have asked Mr. Eichten to contact Mr. Mayer in the next few days. The goal of their discussion would be to provide both districts with possible methodology options, guidelines and timeline for our mutual consideration. The suggestions from Mr. Eichten and Mr. Mayer would then be used in our subsequent meeting. I have one clarification in regard to these methodologies being applied to valuing and distribution of assets. The Intermediate withdrawal statute references both assets and liability distribution. District 287's intent would be to discuss both these elements.

It might also be helpful to share with you that our Board understands that this is a complex and new undertaking. It is also precedent setting. They have a keen need to fully understand the process, and, are sensitive to any risks to districts they represent. I anticipate a process will need to allow for adequate time to communicate with both our Board and our remaining twelve Superintendents. On a related note, I am trying to identify a June date to pull Superintendents together for a discussion of this matter as a way of keeping them fully abreast of the discussions.

Finally, as part of our learning, I have been working to clarify the similarities and differences in Intermediate billings. I hope to use that information to document how billing and programming might look different from Intermediate to Intermediate. My goal is to better inform our Board and Superintendents about this matter. Any document we compile, will of course, be shared with you and Arlene Bush.

As always, please do not hesitate to call on me to answer any questions.

Sincerely,



Sandra Lewandowski, Ed.S.
Superintendent

Cc: Jim Sorem, Bloomington School Board Chair
Linda Johnson, Intermediate District 287 School Board Chair
Arlene Bush, Intermediate District 287 & Bloomington Board Member
Jim Eichten, MMKR

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

Regular Meeting – May 27, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORTS

ITEM: 8.1.1. Approval of Routine Monthly Finance Report

PRESENTED BY: Janet A. Johnson, Director of Finance

1. Background Information

The April 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 \$48,663,875, or 65.9% of the revised revenue budget of \$73,818,687. The fact that the District’s revenue is trending lower than the prior two years and lower than expenditures shows the direct impact of our conversion to the MDE Special Education Uniform Tuition system and related payments coming from the State. Over the course of the year our revenue only reflects the cash payments we receive from MDE. During FY09 we were receiving payments based upon 90% of the entitlement. During FY10 that has dropped to 73% of the entitlement. The difference is approximately \$4,500,000 less at this point in the year. If we had received the \$4.5M, the % of Budget to date for Revenue would be 72%. The Revenue will be made whole at year end when we calculate all of our receivables and recognize that revenue as part of the audit.

Year-to-date expenditures in all funds (excluding the SEC building project), total \$52,773,465 or 72.5% 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: _____

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.

REPORT: EXPREV 006 REVENUE SUMMARY BY FUND - Board Report
 STATEMENT OF REVENUE
 DIST 0287 Intermediate District 287 ACCOUNTING PERIOD 04/01/10 TO 04/30/10

RUN: TUE 051810 11:41 PAGE 1

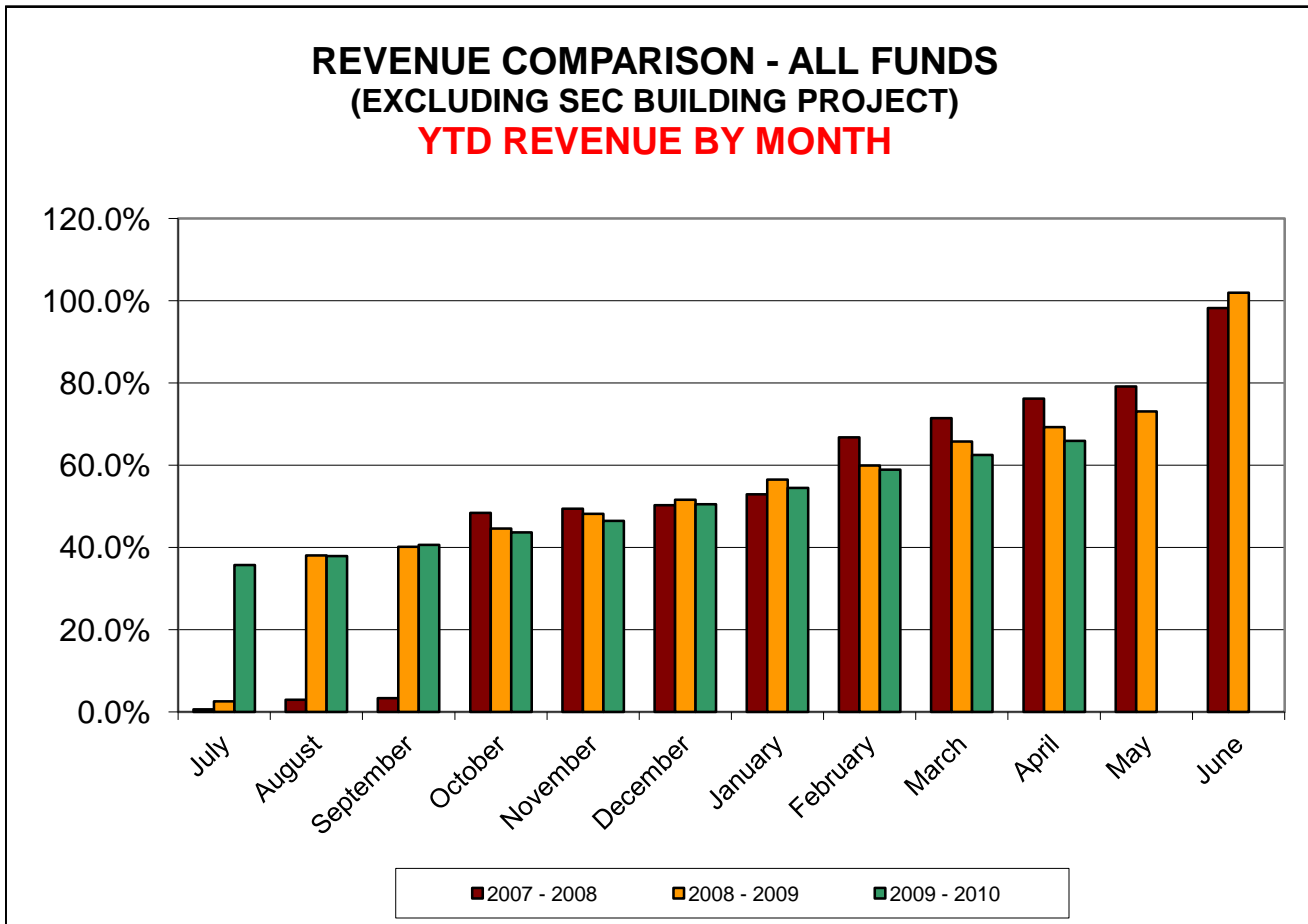
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FD 01	PRIOR YEAR ACTUAL	FISCAL YEAR 200907			REMAINING ON 04/30/10	PERCENT REMAINING
		REVISED BUDGET	04/01/10 04/30/10	RECEIVED THRU 04/30/10		
01 GENERAL FUND	17,467,227.38	18,267,606	229,609.08	9,908,797.42	8,358,808.58	45.75 %
02 FOOD SERVICE FUND	302,050.35	330,873	14,054.21	78,432.75	252,440.25	76.29 %
04 COMMUNITY SERVICE FUND	266,239.17	261,802	15,804.35	191,571.86	70,230.14	26.82 %
09 AGENCY FUND - FLEX FUND	345,077.73	0	21,448.00	235,142.28	235,142.28-	0.00 %
12 ALC-ACADEMIC	7,079,991.62	7,429,221	244,992.19	6,816,527.81	612,693.19	8.24 %
13 CAREER & TECH	2,041,177.52	2,256,631	50,797.18	1,573,844.95	682,786.05	30.25 %
14 SPECIAL EDUCATION	43,835,532.02	45,243,754	1,872,620.31	29,141,211.32	16,102,542.68	35.59 %
20 INTERNAL SERVICE FUND	455,152.13	0	87,097.94	302,797.66	302,797.66-	0.00 %
30 KEYSTONE ITD	789,702.24	0	0.00	393,964.90	393,964.90-	0.00 %
41 DONATIONS	0.00	0	0.00	2,036.15	2,036.15-	0.00 %
51 STUDENT CLUBS	33,018.69	28,800	3,039.09	19,547.96	9,252.04	32.12 %
*** REPORT TOTALS:	72,615,168.85	73,818,687	2,539,462.35	48,663,875.06	25,154,811.94	34.07 %

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%	2,539,462	65.9%
May	1,848,504	79.1%	2,695,389	73.1%		
June	11,826,805	98.2%	20,591,549	102.0%		
TOTAL	60,947,155	98.2%	72,615,169	102.0%	48,663,875	65.9%
BUDGET	62,060,730		71,203,550		73,818,687	



REPORT: EXPREV 007 EXPENDITURE SUMMARY BY FUND - Board Rept
 STATEMENT OF EXPENDITURES
 DIST 0287 Intermediate District 287 ACCOUNTING PERIOD 04/01/10 TO 04/30/10

RUN: TUE 051810 11:41 PAGE 1

ACCT STATUS: All Account Statuses ACCOUNT RANGES: 01 TO 99-999
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 SUBTOTALLED BY: ACCOUNT FD
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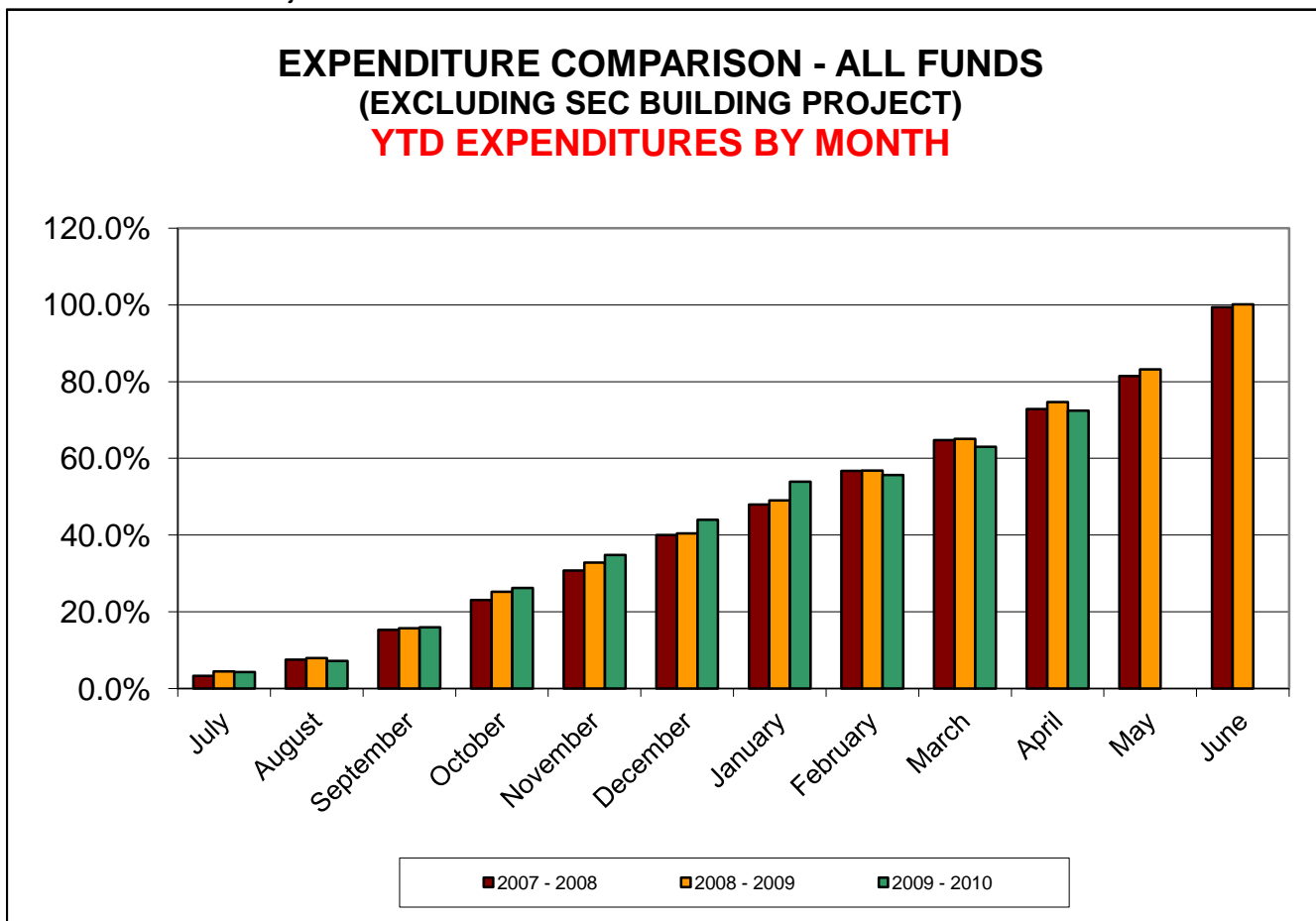
FD 01	PRIOR YEAR ACTUAL	FISCAL YEAR 200907						REMAINING ON 04/30/10	PERCENT REMAINING
		< - - - - - > REVISED BUDGET	04/01/10 04/30/10	EXPENDED THRU 04/30/10	ENCUMBERED THRU 04/30/10				
01 GENERAL FUND	17,852,731.87	18,239,801	2,110,370.62	14,189,560.51	1,030,288.61	3,019,951.88	16.55 %		
02 FOOD SERVICE	302,050.35	330,873	33,348.63	197,513.10	64,923.99	68,435.91	20.68 %		
04 COMMUNITY SERVICE FUND	289,448.48	335,050	25,696.44	257,768.99	100,728.10	23,447.09-	6.99-%		
09 AGENCY FUND - FLEX FUND	341,688.38	0	21,448.00	235,588.54		235,588.54-	0.00 %		
12 ALC-ACADEMIC	7,224,666.69	7,273,505	592,264.30	5,147,723.37	130,115.06	1,995,666.57	27.43 %		
13 CAREER & TECH	2,006,377.55	2,038,263	138,672.01	1,162,952.87	38,339.35	836,970.78	41.06 %		
14 SPECIAL EDUCATION	41,043,925.36	44,571,325	3,848,087.06	30,868,523.45	386,550.97	13,316,250.58	29.87 %		
20 INTERNAL SERVICE FUND	492,265.73	0	39,924.29	202,982.39		202,982.39-	0.00 %		
30 KEYSTONE IDT	789,702.24	0	50,000.00	500,000.00	100,000.00	600,000.00-	0.00 %		
51 STUDENT CLUBS	30,181.55	28,800	1,730.12	10,852.20	420.01	17,527.79	60.86 %		
*** REPORT TOTALS:	70,373,038.20	72,817,617	6,861,541.47	52,773,465.42	1,851,366.09	18,192,785.49	24.98 %		

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%	6,861,541	72.5%
May	5,233,528	81.5%	6,017,108	83.2%		
June	10,913,129	99.4%	11,887,784	100.1%		
TOTAL	60,457,830	99.4%	70,373,038	100.1%	52,773,465	72.5% *
BUDGET	60,816,267		70,271,671		72,817,617	

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



INTERMEDIATE DISTRICT 287

Partner in Education

DATE: **May 17, 2010**

TO: Members of the School Board

FROM: Janet A. Johnson, Director of Finance

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

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

- | | |
|--|---------------------------------|
| 1. Claim payments for: April 2010 | Totaling <u>\$ 4,594,184.93</u> |
| a) Check #'s 477711 - 478160, 70006175 - 70006352
and Electronic Wire Transfers out - #'s 2138 - 2150 | |
| 2. Payroll for: April 2010 | Totaling <u>\$ 2,132,147.98</u> |
| a) Check #'s 675072 - 675087
b) Direct Deposit #'s 168650 - 170451 | |
| 3. Receipts for: April 2010 | Totaling <u>\$ 3,933,707.53</u> |
| a) Receipt #'s 126370 - 126572
and Electronic Wire Transfers in | |
| 4. Investments at end of month | Totaling <u>\$ 3,406,788.49</u> |

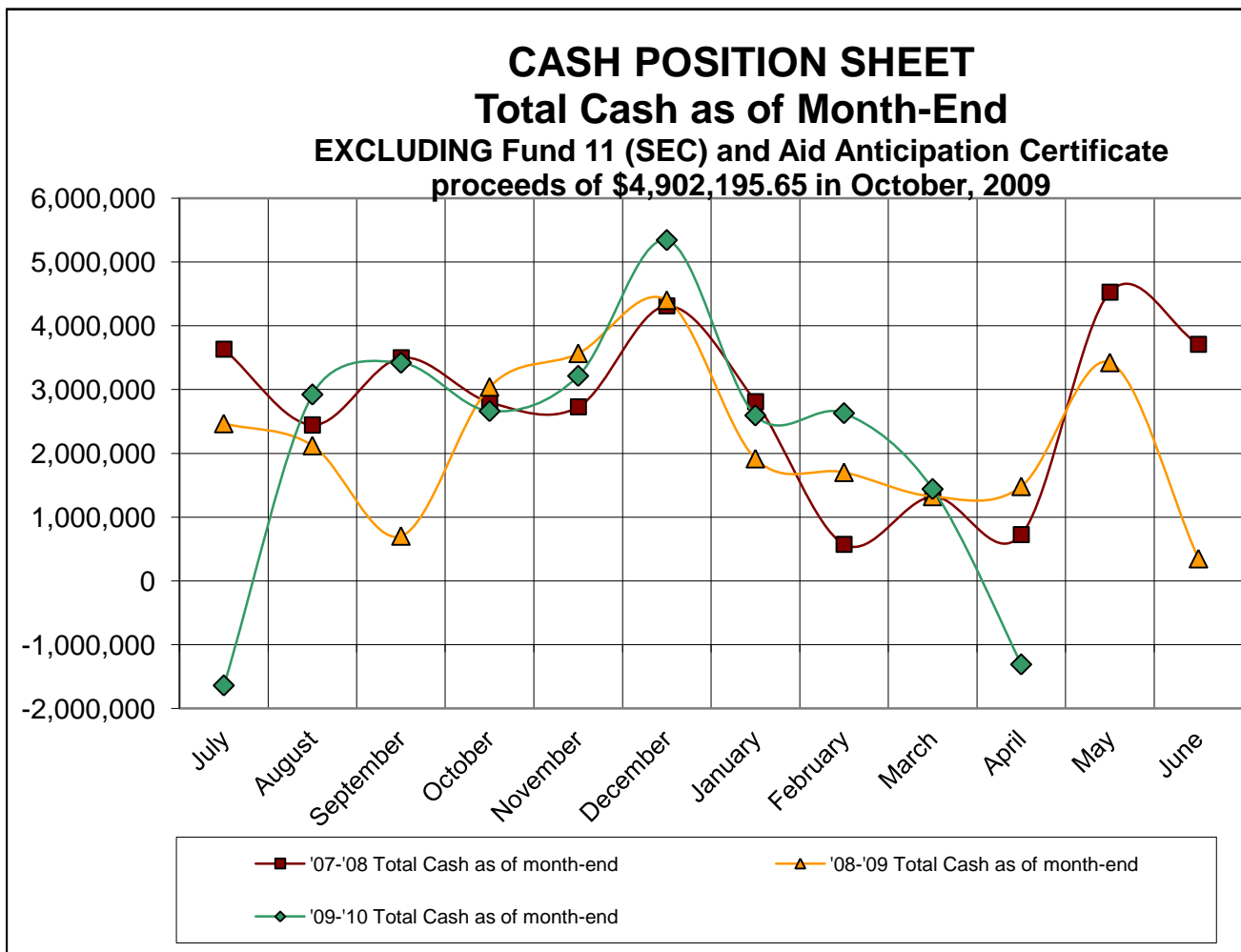
Expenditures, wire transfers, payroll, claims receipts and investments have been prepared under the direction of Dave Anderson and is presented for approval by the School Board. Dave and I would be glad to answer any questions.

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	-1,306,262 *
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

APRIL 2010 ACTIVITY

WIRE TRANSFERS IN:

DATE	AGENCY	TO	EF#	AMOUNT	DESCRIPTION
04/05/10	DEPT OF EDUCATION	MSDLAF	4563223	172.13	INV#66619 SUB REIMBURSEMENT PALMBERG,GRETA
04/14/10	EDUCATIONAL AID	MSDLAF	4582635	28,667.96	01S211 GEN ED AID 10 50/50 COMPENSATORY REV
	EDUCATIONAL AID	MSDLAF	4582635	1,827,306.01	01S360 SPEC EDUC AID 10
	EDUC-FOOD & NUTRITION	MSDLAF	4582635	7,848.04	02F701 FREE-RED L 10
	EDUC-FOOD & NUTRITION	MSDLAF	4582635	1,002.24	02F701 REG LUNCH 10
	EDUC-FOOD & NUTRITION	MSDLAF	4582635	3,708.74	02F705 BREAKFAST 10
04/23/10	DEPT OF EDUCATION	MSDLAF	4598068	3,497.87	INV#66676 FIN477 B37390 ENHANCING ED THUR TECH
04/27/10	G45 MEDIATION SVS	MSDLAF	4603297	1,154.79	INV#66673 BUREAU OF MEDIATION 01/10/10-3/31/10
04/28/10	DEPT OF EDUCATION	MSDLAF	4607728	20.84	INV#66676 FIN477 B37390 ENHANCING ED THUR TECH
04/28/10	EDUCATION SERVS	MSDLAF	4607727	290.49	INV#66401 FIN 0417,OBJ0555,FORMULA -417
04/28/10	EDUCATION SERVS	MSDLAF	4607727	2,209.44	INV#66401 FIN 0417,OBJ0555,FORMULA -417
04/29/10	EDUCATIONAL AID	MSDLAF	4610563	50,168.92	01S211 GEN ED AID 10 50/50 COMPENSATORY REV
	EDUC-FOOD & NUTRITION	MSDLAF	4610563	445.44	02S300 STSCHLUNCH 10
	EDUC-FOOD & NUTRITION	MSDLAF	4610563	121.90	02F705 ST BRKFST 10

MTD TOTALS

1,926,614.81

WIRE TRANSFERS OUT:

DATE	FROM	AGENCY	EF#	AMOUNT	DESCRIPTION
04/06/10	MSDLAF	BANK CARD SERVICE	2138	323.51	MERCHANT FEES MAR10
	MSDLAF	MN DEPT OF REV	2139	47.59	QTRLY WITHHOLDING TAXES JAN-MAR 2010
04/15/10	MSDLAF	MN DEPT OF REV	2140	60,537.36	STATE WITHHOLDING TAXES
	MSDLAF	US BANK	2141	368,318.70	FEDERAL TAXES
	MSDLAF	EBC	2142	70,233.10	EMPLOYEE & EMPLOYER 403B
	MSDLAF	US BANK		1,052,522.07	DIRECT DEPOSIT PAYROLL
	MSDLAF	US BANK	2143	21,448.00	CORP. HEALTH SYSTEMS APR2010
	MSDLAF	MN DEPT OF REV	2144	64,155.74	STATE WITHHOLDING TAXES
	MSDLAF	US BANK	2145	387,457.89	FEDERAL TAXES
	MSDLAF	ING	2146	11,939.71	MN STATE RETIREMENT
	MSDLAF	EBC	2147	14,920.61	RETIREE'S SEVERANCE 403B
	MSDLAF	EBC	2148	73,798.10	EMPLOYEE & EMPLOYER 403B
	MSDLAF	WELLS FARGO	2149	1,010,271.54	WELLS FARGO BROKERAGE SVS LLC
	MSDLAF	US BANK	2150	185.12	ARP FEES JAN & FEB VOUCHER ACCT
	MSDLAF	US BANK	3046	22.48	ARP FEES JAN & FEB RECEIPT ACCT
	MSDLAF	US BANK	4058	175.04	ARP FEES JAN & FEB PAYROLL ACCT
	MSDLAF	US BANK		1,069,727.75	DIRECT DEPOSIT PAYROLL

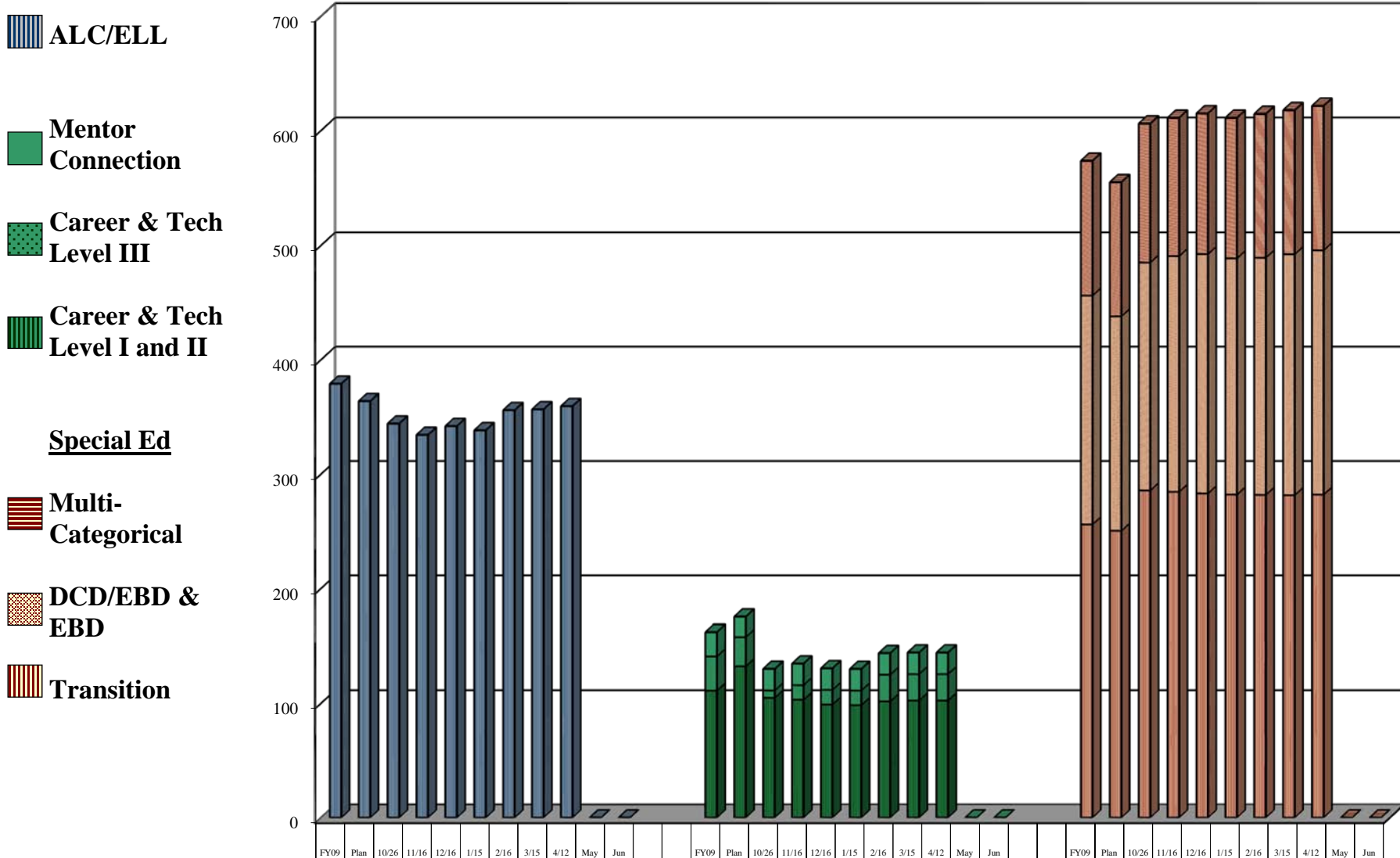
MTD TOTALS

4,206,084.31

Intermediate District 287

2009-10 Monthly Program ADM Data by Division

(does not include services)



	ALC/ELL												CAREER & TECH												SPECIAL EDUCATION											
	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	4/12	May	Jun	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	4/12	May	Jun	FY09	Plan	10/26	11/16	12/16	1/15	2/16	3/15	4/12	May	Jun			
Multi-Categorical																							117.52	116.91	121.14	120.56	122.63	122.57	125.38	125.55	125.92	0.00	0.00			
DCD/EBD & EBD																							200.10	187.49	199.24	206.12	209.29	206.52	207.36	210.70	213.63	0.00	0.00			
Transition																							255.95	250.42	285.72	284.48	283.10	282.06	281.80	281.54	282.02	0.00	0.00			
Mentor Connection												21.15	17.51	18.81	18.81	18.81	18.81	18.81	18.81	18.81	18.81	0.00	0.00													
Level III												29.87	25.44	6.46	12.69	12.79	12.79	23.31	23.11	23.11	0.00	0.00														
Level I and II												111.05	132.37	104.76	103.15	98.93	98.38	101.69	102.41	102.38	0.00	0.00														
ALC/ELL	378.91	363.71	344.05	334.20	341.92	338.24	355.83	356.55	359.31	0.00	0.00																									

**DONATIONS
INTERMEDIATE DISTRICT 287
2009-2010**

April 2010

DON. DATE	DESCRIPTION	VIN#	EST VALUE	DONOR	SS# OR FED ID#	PROGRAM
04/22/10	ROCKER		\$ 339.00	BY THE YARD, INC		SEC
04/05/10	CHECK		\$ 1,027.00	CRYSTAL LIONS CLUB		PHASE NORTH
04/14/10	RADIAL ARM SAW		\$ 200.00	JACKSON, JERRY		EPC SHOP INSTRUCTION
04/22/10	SONY LAPTOP COMPUTER & LG TV		\$ 1,700.00	KOCH COMPANIES/MARK DAVIS		SEC
04/16/10	1993 SATURN	1GNEK13R2VJ372187	\$ 500.00	LEWIS, JAMES & SUSAN		EPC AUTO
04/12/10	CHECK		\$ 200.00	MAPLE GROVE LIONS CLUB		PHASE NORTH
04/05/10	CHECK		\$ 10.00	MAYLAN, DORIS		PHASE NORTH
04/05/10	CHECK		\$ 50.00	NEMZEK, MARK & INGRID		PHASE NORTH
04/08/10	CHECK		\$ 160.00	NWTC STUDENT VOCATIONAL CLUB		VECTOR
04/05/10	CHECK		\$ 100.00	O'BRIEN, CAHTERINE		PHASE NORTH
04/14/10	1992 BERRETA	1G8ZK5579PZ238109	\$ 500.00	POSTHUMUS, DAVID & KATHLEEN		EPC AUTO
04/13/10	CHECK		\$ 250.00	RINGE, MITCHELL & JUDI MARIE		PHASE NORTH
04/06/10	1997 CHEVY TAHOE	1G1LV1347NY117904	\$ 500.00	SIMENSON, LARRY		EPC AUTO
			\$ 5,536.00			

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

Regular Meeting – May 27, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORTS

ITEM: Approval of NEC Reimbursement Resolution

PRESENTED BY: Janet A. Johnson, Director of Finance

1. Background Information

The Board has approved the architect’s contract and other activities necessary to proceed with the North Education Center (NEC) building project. With that the District is beginning to pay project related expenses. The funds from the financing for the project will not be available for several months. Internal Revenue Service regulations require the Board to adopt a Reimbursement Resolution in order to pay itself back from the financing proceeds when they become available. Passing this resolution this evening allows us to be reimbursed for any NEC project related costs that have been incurred from March 27, 2010 forward.

2. Fiscal Impact/Funding Source: The District will be reimbursed from NEC funding for the temporary use of other resources for NEC expenses.

3. RECOMMENDED ACTION: The Board approves the NEC Reimbursement Resolution.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

CERTIFICATION OF MINUTES RELATING TO REIMBURSEMENT

Issuer: Intermediate District No. 287, Plymouth, Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on May 27, 2010, at 6:30 p.m. at the School District offices.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED
PROJECTS TO BE UNDERTAKEN BY THE SCHOOL DISTRICT;
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

WITNESS my hand officially as such recording officer this 27th day of May, 2010.

School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS TO BE UNDERTAKEN BY THE SCHOOL DISTRICT;
ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the School Board (the Board) of Intermediate District No. 287, Plymouth, Minnesota (the School District) as follows:

1. Recitals.

- (a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the Regulations) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the School District for project expenditures made by the School District prior to the date of issuance.
- (b) The Regulations generally require that the School District make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.
- (c) The School District desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

- (a) The School District proposes to undertake the following project or projects and to make original expenditures with respect thereto prior to the issuance of reimbursement bonds, and reasonably expects to issue reimbursement bonds for such project or projects in the maximum principal amounts shown below:

<u>Project</u>	<u>Maximum Amount of Bonds Expected to be Issued for Project</u>
Acquisition and betterment of school facilities	\$25,000,000

- (b) Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the School District will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

3. Budgetary Matters. As of the date hereof, there are no School District funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

4. Reimbursement Allocations. The School District's Director of Finance shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the School District to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the School District maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

GROUP: Facilities Committee

DATE: May 18, 2010

TIME: 8:30 – 10:30 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, Don Draayer, Janet Johnson, Linda Johnson, Michèle Kunz, Sandy Lewandowski, Peyton Robb, Tom Shultz, Mark Thiede (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 as needed.

AGENDA ITEMS	OUTCOMES	TIME BUDGETED	ACTION
1. Purchase Agreement	<ul style="list-style-type: none"> Discuss current draft of purchase agreement 	30 minutes 8:30 – 9:00	<ul style="list-style-type: none"> Most recent conversation Sandy L had with Robbinsdale superintendent concluded with both being in general agreement. <ul style="list-style-type: none"> Robbinsdale superintendent is going to address the list of salvage items (Exhibit E) Need for a lease for Sandburg was also addressed.
2. TSP	<ul style="list-style-type: none"> Update committee on schematic design process Discuss significant increase in student referrals 	60 minutes 9:00 – 10:00	<ul style="list-style-type: none"> Regarding property survey, Tom S shared that the process is not as complicated as once thought, and since the function of the land is not changing, the city will now only require legal description and a letter signed by both districts. Considerable discussion about original design of 122K sq. ft. and possible increase of 10K sq. ft. proposed by Design Committee due to significant increase in student population included the following points: <ul style="list-style-type: none"> Sandy L had handout of data showing Planned vs. Actual ADMs for the current and FY10-11 school year based on referrals and expected enrollment info received after March 2010. We have not been able to accommodate non-member district students since January 2010, and at present are having difficulty accommodating member district students. Sandy L explained that all major settings for EBD are full, not just 287. Discussion considering excluding non-member district students followed. (According to the State of MN, access fees can be charged if students not enrolling through open enrollment.) After all discussions, the following was decided: <ul style="list-style-type: none"> To stay on schedule with 122K sq. ft building Plan option of the alternate configuration of buildout of 3rd floor over one of the program areas (additional 12,000- 18,000 sq. ft)

			<ul style="list-style-type: none">○ Then address program space and who goes where● Motion to adjourn was made by Steve Antolak and seconded by Don Draayer. All in favor, motion carried.
--	--	--	--

HANDOUTS

1. Most recent draft of Puchase Agreement
2. Data for facilities planning showing Planned vs. Actual ADMs current and next year

INFORMATIONAL ITEMS/DATES TO REMEMBER:

1. Next regular meeting to be held Tuesday, June 15, 2010 at 8:30 AM at the DSC Board Room

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2010, by and between **INTERMEDIATE SCHOOL DISTRICT NO. 287**, a body politic and corporate under the laws of the State of Minnesota ("Buyer"), and **INDEPENDENT SCHOOL DISTRICT NO. 281**, a body politic and corporate under the laws of the State of Minnesota ("Seller").

WHEREAS, Seller is the fee simple owner of a tract or parcel of land situated in Hennepin County, Minnesota, and comprising approximately 2020.79 acres, ~~all as more particularly described as depicted~~ on **Exhibit A** attached hereto ("Seller's Property"), together with various improvements thereon, including without limitation the Hosterman school building located at 5530 Zealand Avenue North, New Hope, Minnesota (the "Hosterman Building"); and

WHEREAS, pursuant to that Lease, dated June 19, 2009 (the "Hosterman Lease"), by and between Seller, as landlord, and Buyer, as tenant, Buyer currently leases from Seller the Hosterman Building wherein Buyer operates the Sun-Hosterman School, consisting of special education programming for grade levels from kindergarten through twelfth grade (the "Sun-Hosterman School"); and

WHEREAS, Buyer wishes to purchase the westerly 10.01 acres of Seller's Property (the "Development Parcel"), as depicted as "Option C" of **Exhibit B** attached hereto (the "Site Plan"), inclusive of that portion of any land, or any interest therein, if any, comprising a portion of any public street immediately adjacent to the Development Parcel as to which Seller may hold an interest, all including without limitation the Hosterman Building and such other improvements as shall be located on or in the Development Parcel (all such improvements collectively referred to herein as the "Improvements"), for purposes of demolition of the Hosterman Building and redevelopment of the Development Parcel (that portion of the Seller's Property, excluding the Development Parcel, hereinafter referred to as the "Retained Parcel"); and

WHEREAS, in connection with the aforementioned demolition of the Hosterman Building and redevelopment of the Development Parcel, Buyer wishes to terminate its lease of the Hosterman Building and temporarily lease, and relocate the Sun-Hosterman School to, Seller's Sandburg Middle School building located at 2400 Sandburg Lane, Golden Valley, MN (the "Sandburg Middle School Property") until construction of Buyer's new facility on the Development Parcel has been completed;

WHEREAS, in furtherance of the foregoing, Seller has agreed to sell and Buyer has agreed to purchase the Development Parcel, all on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Purchase of Development Parcel. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Development Parcel free and clear of liens and encumbrances (except such encumbrances or other exceptions as may be waived or consented to by Buyer) pursuant to in this Agreement (collectively, "Permitted Exceptions"), including the following:

(a) The Development Parcel, together with all buildings and improvements constructed or located on the Development Parcel, and all easements and rights of every kind and nature benefiting or appurtenant to the premises; and

(b) Subject to Seller's salvage rights pursuant to Section 21(a) of this Agreement, all of the personal property owned by Seller that is abandoned on the Development Parcel or in the Hosterman Building as of the Closing Date (the "Personal Property").

2. Purchase Price, Manner of Payment, and Allocation. The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Development Parcel shall be One Million One Hundred Seventy-five Thousand and No/100ths Dollars (\$1,175,000.00). The Purchase Price shall be payable as follows:

(a) Fifty Thousand and No/100ths Dollars (\$50,000.00) as earnest money ("Earnest Money") upon execution of this Agreement, payable directly by Buyer, which Earnest Money shall be held by First American Title Insurance Company ("Title") in an interest bearing account in accordance with an escrow agreement among Buyer, Seller, and Title.

(b) The balance of the Purchase Price in the amount of One Million One Hundred Twenty-five Thousand and No/100ths Dollars (\$1,125,000.00), in cash or by wire transfer of U.S. funds (subject to such further allocations and adjustments as are specified in Section 5 of this Agreement to the extent not separately paid outside of the Closing (provided reasonable evidence of such payments is furnished to all parties and Title on or before the Closing) to be received in the trust account of Title in US Bank National Association, a national banking association, before 4:00 p.m. on the Closing Date (as herein defined).

3. Closing and Possession. The parties shall close this transaction on or before the earlier of the following (the "Closing Date"): (i) within 30 days after Buyer obtains all necessary approvals from the City of New Hope (the "City") for the split of Seller's Property; or (ii) the later of (i) October 15, 2010, or (ii) such other date as to which the parties may in their mutual discretion choose to extend the Closing Date, pursuant to a writing duly executed by both Buyer and Seller. The closing ("Closing") shall be held at the offices of Henson & Efron, P.A., in Minneapolis, Minnesota, or at such other place as may be agreed upon.

(a) Seller's Closing Obligations. On the Closing Date, Seller shall execute and deliver to Buyer the following (collectively "Seller's Closing Documents") in form reasonably satisfactory to Buyer:

(i) A Warranty Deed (the "Deed"), in the form attached hereto as **Exhibit C**, conveying the Development Parcel to Buyer, free and clear of all encumbrances (excluding Permitted Exceptions), and subject to restrictive covenants on use and disposition of the Development Parcel.

(ii) A Bill of Sale, conveying the Personal Property to Buyer, free and clear of all encumbrances;

(iii) An Affidavit of Title by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Development Parcel; that there has been no skill, labor or material furnished to the Development Parcel for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Development Parcel; together

with whatever standard owner's affidavit and indemnity which may be required by Title to issue an Owner's Policy of Title Insurance with the standard exceptions waived;

(iv) A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and Internal Revenue Service regulations;

(v) A Designation Agreement (the "Designation Agreement") designating the "reporting person" for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594;

(vi) A Well Certificate in the form required by law disclosing all wells located on the Development Parcel;

(vii) If the Development Parcel contains or contained a storage tank, an affidavit with respect thereto, if required by Minnesota Statutes Section 116.48;

(viii) If there exists an "individual sewage treatment system", as that term is defined under Minnesota Statutes Section 115.55, a certificate of compliance with respect thereto, dated not greater than three years prior to the Closing Date;

(ix) A Termination Agreement, terminating the Hosterman Lease (the "Termination Agreement");

(x) A Lease Agreement (the "Sandburg Lease"), pursuant to which Buyer, as tenant, shall lease from Seller, as landlord, the Sandburg Middle School Property on a month-to-month basis from June 14, 2010 until completion of construction of Buyer's facility on the Development Parcel, which is estimated to be completed by August 1, 2012, with monthly rent payments of \$85,103.30;

(xi) A Right of First Refusal Agreement (the "Right of First Refusal Agreement"), in the form attached hereto as **Exhibit D**, pursuant to which Seller shall be granted rights of first refusal with respect to any sale or other disposition by Buyer, and by any successor in interest to Buyer, of all or any portion of the Development Parcel;

(xii) All other documents, if any, as may be reasonably necessary to satisfy Seller's obligation to correct Buyer's Objections under Section 6 of this Agreement; and

(xiii) A Clerk's Certificate attaching thereto the resolutions of Seller's school board authorizing Seller to enter into this Agreement and perform Seller's obligations hereunder, and under all other deeds, documents and other agreements executed and delivered in connection herewith.

(b) Buyer's Closing Obligations. On the Closing Date, Buyer shall perform the following obligations and execute and deliver to Seller, in form reasonably satisfactory to Seller, the following documents (collectively "Buyer's Closing Documents"):

(i) Subject to such allocations, prorations and adjustments as are provided for in this Agreement, the Purchase Price;

(ii) Such Affidavits of Purchaser, Certificates of Value or other documents as may be reasonably required by Title in order to record the Seller's Closing Documents and issue the Title Insurance Policy required by this Agreement.

(iii) A perpetual easement over and across a portion of the Development Parcel, granting the Seller unrestricted access to Seller's fiber optic manhole and related fiber optics system, all in form and substance as shall be reasonably acceptable to Buyer and Seller.

(iv) The Designation Agreement;

(v) The Termination Agreement;

(vi) The Sandburg Lease;

(vii) The Right of First Refusal Agreement; and

(viii) A Clerk's Certificate attaching thereto the resolutions of Buyer's school board authorizing Buyer to enter into this Agreement and perform Buyer's obligations hereunder, and under all other deeds, documents and other agreements executed and delivered in connection herewith.

4. Pre-Closing Obligations. At least five business days prior to the Closing Date, Seller and Buyer shall use best efforts to furnish to the other a draft of each document, instrument, statement, report, or commitment such party is required to deliver at the Closing.

5. Allocations, Prorations and Adjustments. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

(a) Seller shall pay for all costs of the Title Evidence obtained and furnished by Seller pursuant to Section 6(a) below. Buyer shall pay for all costs of Title Evidence obtained and furnished by Buyer pursuant to Sections 6(b) below. Seller and Buyer shall each pay one-half of all costs of Title Evidence obtained and furnished by Buyer pursuant to Section 6(c) below. Buyer shall also pay the premium for any owner's title policy. Seller and Buyer shall each pay one-half of any reasonable and customary closing fee and charge imposed by any closing agent designated by Title.

(b) Seller shall pay all state deed tax regarding the Warranty Deed to be delivered by Seller under this Agreement. Buyer shall pay all Mortgage Registry Tax regarding the recording of any mortgage securing any Buyer's loan.

(c) General real estate taxes attributable to the Development Parcel, if any, payable in the calendar year preceding the calendar year in which the Closing occurs, and all years prior thereto, shall be paid by Seller. General real estate taxes attributable to the Development Parcel, if any, payable in the calendar year within which the Closing occurs shall be prorated by Seller and Buyer as of the Closing Date based upon a calendar fiscal year. General real estate taxes attributable to the Development Parcel, if any, payable in the calendar year following the calendar year in which the Closing occurs, and all years subsequent thereto, shall be paid by Buyer. Seller shall pay all deferred real estate taxes which may become payable as a result of the sale contemplated hereby.

(d) Scheduled installments of special assessments levied against the Seller's Property and due and payable in the calendar year preceding the calendar year in which the Closing occurs, and all years prior thereto, will be paid by Seller. With respect to special assessments as shall be levied, pending or constituting a lien against the Seller's Property in the calendar year in which the Closing occurs and thereafter, the following shall apply:

(i) Seller and Buyer shall jointly submit to and file with the City a written application or request for a proportionate split, allocation, assumption and continuation of the then remaining assessments, as of the Closing Date and after giving effect to the sale of the Development Parcel by the Seller to Buyer, until such assessments shall be paid in full in accordance with the terms thereof;

(ii) In the event of a favorable response by the City to such application or request, thereby allowing such proportionate split, allocation, assumption and continuation of the then remaining assessments, and after giving effect thereto by the City, Seller and Buyer shall be and remain separately responsible for their proportionate share of such then remaining assessments, such that (A) scheduled installments of special assessments levied against the Development Parcel and due and payable in the calendar year in which the Closing occurs shall be prorated by Seller and Buyer as of the Closing Date based upon a calendar fiscal year; (B) scheduled installments of special assessments levied against the Development Parcel and due and payable in the calendar year subsequent to the calendar year in which the Closing occurs, and all years subsequent thereto, shall be paid by Buyer; and (C) scheduled installments of special assessments levied against the Retained Parcel and due and payable in the calendar year in which the Closing occurs, and in the calendar year subsequent to the calendar year in which the Closing occurs, and all years subsequent thereto, shall be paid by Seller; and

(iii) In the event of an unfavorable response by the City to such application or request, thereby requiring an acceleration of such then remaining assessments, the then remaining unpaid balance of the then remaining assessments attributable to the Development Parcel shall be prorated between Seller and Buyer as of the Closing Date, prior to giving effect to such acceleration, and Seller and Buyer shall pay in full at Closing their respective share of such unpaid balance of the then remaining assessments.

(e) Seller shall pay the cost of recording all documents necessary to place record title in the condition warranted and represented by Seller in this Agreement and to cure title objections, if any. Buyer shall pay the cost of recording all other documents.

(f) All operating costs of the Development Parcel, shall be allocated between Seller and Buyer as of the Closing Date, so that Seller pays that part of such operating costs as are payable before the Closing Date, and Buyer pays that part of such operating costs as are payable from and after the Closing Date.

(g) Buyer shall pay all broker and attorney fees incurred by any brokers or attorneys employed by or on behalf of Buyer in connection with this transaction.

(h) Seller shall pay all broker and attorney fees incurred by any brokers or attorneys employed by or on behalf of Seller in connection with this transaction.

6. Evidence of Title and Title Examination. Seller and Buyer shall obtain and furnish to each other the following (collectively the "Title Evidence"):

(a) As soon as possible, and in any event within fifteen days after the execution of this Agreement by both parties, Seller shall furnish an abstract of title (the "Abstract") or commitment for an owner's title insurance policy (the "Commitment") issued by Title insuring title to the Seller's Property, in the amount of the Purchase Price. In the case of a Commitment, the Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments. The Commitment shall also be accompanied by copies of all recorded documents affecting the Seller's Property.

(b) In the event Seller furnishes an Abstract for Seller's Property pursuant to Section 6(a) above, in lieu of a Commitment, then within fifteen days after receipt of the Abstract, Buyer shall obtain the Commitment for its own benefit and promptly furnish the same to Seller. The Commitment shall include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments. The Commitment shall also be accompanied by copies of all recorded documents affecting the Seller's Property.

(c) Within 20 days after the receipt by Buyer of the Commitment pursuant to Section 6(a) or (b) above, Buyer shall obtain for its own benefit, and cause to be simultaneously furnished to Seller, a current ALTA survey of the Seller's Property, fully depicting therein both the Development Parcel (conforming in all material respects to the Development Parcel, as depicted in the Site Plan) and the Retained Parcel, prepared by a duly licensed land surveyor in Minnesota (the "Survey"). The Survey shall show all then existing improvements to the Seller's Property, shall include certified legal descriptions for [the Seller's Property](#), the Development Parcel and the Retained Parcel, certified to Buyer, Seller and Title, and shall set forth and contain such other certifications as Seller, Buyer or Title may reasonably require.

(d) Buyer shall have 15 days after receipt of both the Commitment and the Survey to furnish to Seller all written objections (the "Buyer's Objections") to the form or content of title to the Development Parcel. Buyer's failure to make Buyer's Objections within such 15-day period shall constitute a waiver of such Buyer's Objections. Seller shall have 60 days after receipt of such Buyer's Objections to have such objections removed or satisfied, during which period the Closing shall be postponed.

If Seller shall fail to have such Buyer's Objections removed or satisfied within such 60-day period, Buyer may, at its sole election: (i) terminate this Agreement without any liability on its part in which event the Earnest Money with accrued interest shall be promptly paid over to Buyer; (ii) if the Buyer's Objections are liens (other than assessments which have been proportionately split, allocated, assumed and continued pursuant to Section 5(d)(ii) of this Agreement) that may be removed by the payment of sums of money, take title to the Development Parcel pursuant to the terms of this Agreement, and discharge any such liens and deduct the same from the cash due and payable to Seller on the Closing Date (provided, however, if any such liens are disputed by Seller, and if so requested by Seller, Seller and Buyer shall escrow with Title from the Purchase Price not less than 125 percent of the aggregate then unpaid amount of such disputed liens, inclusive of interest and penalties, if any, and Seller shall have 120 days following the Closing Date within which to deliver to Title duly executed releases of such liens in full, after which, and in the absence of Title's receipt of such lien releases, Title shall be directed under the terms of such escrow to automatically pay and discharge all such liens up to the amount so escrowed, with any deficiency to be promptly paid by Seller to Buyer and any surplus to be promptly remitted by Title to Seller), or (iii) waive such Buyer's Objections in writing and proceed to closing with the understanding that such uncured Buyer's Objections shall be deemed Permitted Exceptions at closing. Seller agrees to use

Seller's reasonable efforts to remove or satisfy promptly any such Buyer's Objections at Seller's sole cost and expense.

7. Operation Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller shall operate and maintain the Development Parcel in the ordinary course of business, including the maintenance of adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. However, Seller shall execute no contracts, leases, or other agreements regarding the Development Parcel during the Executory Period that are not terminable on or before the Closing Date, without the written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are contingent upon satisfaction of each of the following conditions:

(a) Buyer shall have obtained, on or before the Contingency Date, the authorization by Buyer's board of the execution and delivery by Buyer of, and performance by Buyer under, this Agreement.

(b) Buyer shall have determined, subject to Seller's Approved Environmental Disclosures (as hereinafter defined) as to which Buyer hereby waives all objections, on or before the Contingency Date, that it is satisfied with the results of and matters disclosed by any soil tests, well tests, engineering inspections, and hazardous waste and environmental reviews of the Development Parcel, all such tests, inspections and reviews (except such studies, assessments, reviews, and reports as shall have been furnished to Buyer under Section 8(d)(ii), below) to be obtained at Buyer's sole cost and expense, and written notice of such determination shall have been furnished to Seller. For purposes of this Agreement, Seller's "Approved Environmental Disclosures" shall mean the collective reference to the following: (i) that AHERA Re-Inspection Report, dated August 31, 2009, by Braun Intertec Corporation (Project BL-09-02136) (the "Braun Report"); and (ii) those certain email exchanges, dated April 19, 2010, between Jim Gerber, on behalf of Seller, and Thomas Shultz, on behalf of Buyer, pursuant to which Seller and Buyer have agreed that (A) any hazardous materials removal by Braun Intertec, in its capacity as Seller's abatement contractor and pursuant to the Braun Report, is unlikely to eliminate the potential for asbestos-containing, lead-containing, or other hazardous materials which remain concealed (collectively referred to as the "Concealed Hazardous Materials") and which may be encountered during demolition of the Hosterman Building, and as to which Buyer has acknowledged and agreed that the removal of such Concealed Hazardous Materials, and associated cost, shall be accomplished and borne by Buyer in connection with, and as part of, Buyer's demolition of the Hosterman Building; and (B) there currently exists an underground storage tank on or in the Development Parcel, the removal of which in accordance with applicable law, and associated cost, shall be undertaken and borne by the Seller.

(c) Buyer shall have obtained, on or before the Contingency Date, at Buyer's sole cost and expense, and with Seller's reasonable cooperation, a lot split of Seller's Property, consistent in all respects with the boundary designations for the Development Parcel and Retained Parcel, as required to be shown on the Final Survey, said costs and expenses to include without limitation all such costs and expenses for compliance with any platting requirements for Seller's Property, or other approvals, as may be required by the City or otherwise for purposes of achieving a legal split of the Seller's Property into two distinct tax

parcels. Seller shall reasonably cooperate with Buyer in obtaining said approvals and shall consent to any necessary setback variance to the extent that such setback variances are determined by Seller, in Seller's sole and absolute discretion, to not adversely impact the Retained Parcel.

(d) Seller shall have performed the following:

(i) Seller shall allow Buyer, and Buyer's agents, access to the such of the Seller's Property as shall comprise the Development Parcel without charge and at all reasonable times for the purposes of Buyer's investigation and testing of the Development Parcel, provided that Buyer shall furnish to Seller such written hold harmless, indemnification and restoration agreements as Seller may reasonably request, and provide a liability insurance certificate to Seller naming Seller as an additional insured, in an amount equal to \$1,000,000.00; and

(ii) Within 20 days following the date of this Agreement, Seller shall deliver to Buyer true and correct copies of all surveys, environmental reports and assessments, geotechnical reports and all other existing records of Seller relating to the Development Parcel.

The "Contingency Date" shall be 60 days from and after the date of this Agreement. If any of the contingencies set forth above have not been satisfied on or before the Contingency Date, then this Agreement may be terminated, at Buyer's option, by written notice delivered from Buyer to Seller at any time on or before the Contingency Date. Seller agrees to extend the Contingency Date with respect to the City approval contingency specified in paragraph (c) of this Section in the event that Buyer's application(s) have not been acted upon by the City by the Contingency Date. In that event, the Contingency Date shall be extended until the earlier of (A) October 15, 2010, or (ii) such other date as to which the parties may in their mutual discretion choose to extend the Closing Date, or (B) 10 days after the date that the City acts on the Buyer's applications. Upon such termination, the Earnest Money and any interest accrued thereon shall be paid over to Buyer and upon such payment, neither party shall have any further rights or obligations regarding this Agreement or the Development Parcel. All the contingencies set forth in this Section 8 are specifically stated and agreed to be for the sole and exclusive benefit of the Buyer and the Buyer shall have the right, at its sole option, to waive any contingency by written notice to Seller.

9. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer that:

(a) Seller has the requisite legal capacity to enter into and perform this Agreement, and those Seller's Closing Documents and Other Closing Documents signed by Seller; that such documents do not conflict with or result in a violation of any agreement, judgment, order or decree of any court or arbiter to which Seller is a party; that such documents are valid and binding obligations of Seller, enforceable in accordance with their terms.

(b) Seller owns the Development Parcel in fee simple.

(c) Seller is not, to the best of Seller's actual knowledge and belief, in default concerning any of Seller's obligations or liabilities regarding the Development Parcel.

(d) Seller is not a “foreign person,” “foreign partnership,” “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code.

(e) There is no action, litigation, investigation, condemnation or proceeding of any kind pending or to the actual knowledge of Seller threatened against Seller or any portion of the Development Parcel.

(f) The Seller certifies and warrants that there are no “individual sewage treatment systems” on the Development Parcel, as that term is defined by Minnesota Statutes Section 115.55. In addition, Seller will disclose at closing all wells located on the Development Parcel, and Buyer shall be responsible for any and all costs incurred in sealing or capping the wells.

(g) To Seller's actual knowledge, and except as otherwise disclosed in Section 8(b) of this Agreement, no above ground or underground tanks are located in or about the Development Parcel, or have been located under, in or about the Development Parcel and have subsequently been removed or filled. To the extent storage tanks exist on or under the Development Parcel, and have not been removed on or before the Closing Date, such storage tanks have been or shall be duly registered with all appropriate regulatory and governmental bodies and otherwise are in compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements.

(h) To the best of Seller's knowledge, and except as otherwise disclosed as part of Seller's “Approved Environmental Disclosures”, no toxic or hazardous substances or wastes, pollutants, or contaminants, including without limitation, asbestos, lead paint, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products and any hazardous substances as defined in any Environmental Law (collectively, “Hazardous Substances”) have been generated, treated, stored, transferred from, released or disposed of, otherwise placed, deposited in or located on the Development Parcel in violation of any Environmental Law, nor to the best of Seller's knowledge, has any activity been undertaken on the Development Parcel that would cause or contribute to the Development Parcel being a treatment, storage or disposal facility within the meaning of any Environmental Law. The term “Environmental Law” shall mean any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules, policies, consent decrees, judicial orders, administrative orders or other requirements relating to the environment or to human health and safety associated with the environment, as currently in effect.

(i) To the best of Seller's knowledge, and except as otherwise disclosed as part of Seller's “Approved Environmental Disclosures”, there have been no discharges, releases or threatened releases of Hazardous Substances from the Development Parcel, and to the best of Seller's knowledge, there are no Hazardous Substances or conditions in or on the Development Parcel that may support a claim or cause of action under any Environmental Law.

(j) To the best of Seller's knowledge, and except as otherwise disclosed as part of Seller's “Approved Environmental Disclosures”, the Development Parcel is not now and never has been listed on any list of sites contaminated with Hazardous Substances, nor used as a landfill, dump, disposal or storage site for Hazardous Substances.

All representations and warranties listed above shall terminate one hundred eighty (180) days from and after the Closing Date.

Minneapolis, MN 55402

If to Buyer: Intermediate District 287
1820 Xenium Lane North
Plymouth, MN 55441
Attn: Superintendent

With copy to: Sarah J. Sonsalla, Esq.
Kennedy & Graven Chartered
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

Notice shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

16. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

17. Modification. No verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

18. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.

19. Controlling Law. This Agreement has been made under the laws of the State of Minnesota.

20. Remedies. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice of such election to Buyer, which notice shall specify the default. If Buyer fails to cure such default within 15 days of the date of such notice, Seller may terminate this Agreement and retain the Earnest Money and interest paid as Seller's liquidated damages, time being of the essence of this Agreement. The termination of this Agreement (and retention of the Earnest Money and interest paid) will be the sole remedies available to Seller for such default by Buyer, and Buyer will not be further liable for damages. If Seller defaults under this Agreement, Buyer shall have the right (i) to terminate this Agreement (in which case Buyer shall be entitled to a refund of the Earnest Money and interest paid), or (ii) to enforce and recover from Seller specific performance of this Agreement. The termination of this Agreement (and refund of the Earnest Money and interest paid), or the enforcement and recovery from Seller of specific performance of this Agreement, shall be the sole remedies available to Buyer for such default by Seller, and Seller shall not be further liable for damages.

21. Seller's Additional Pre-closing and Post Closing Rights and Obligations.

(a) Hosterman Building Hazardous Materials and Underground Storage Tank Removal. Within 30 days from and after the date of this Agreement, and at Seller's sole cost

and expense, Seller shall make reasonable efforts to submit for public bid, and contract with, a hazardous materials contractor for purposes of conducting removal and remediation of such hazardous materials (excluding Concealed Hazardous Materials) as are located in the Hosterman Building and the Development Parcel and identified in the Braun Report as being within any of the AHERA Hazard Categories, as expressly set forth in the Braun Report. Seller shall also be responsible for removal of the underground storage tank that is located on the Development Parcel. Seller shall require Seller's hazardous materials contractor (the "Hazardous Materials Contractor") to commence and complete the foregoing hazardous materials removal and remediation on or before July 16, 2010. Seller shall complete the removal of the underground storage tank or before July 9, 2010. Buyer's commencement of demolition of the Hosterman Building shall commence no earlier than the day immediately following Seller's completion of the foregoing hazardous materials removal and remediation and underground storage tank removal.

(b) Hosterman Building Salvage. At all times from and after the date of this Agreement, through and including the day immediately preceding Buyer's commencement of demolition of the Hosterman Building (the "Removal Deadline"), the following shall apply:

(i) Seller shall be entitled to leave personal property within the Hosterman Building for subsequent removal, prior to the Removal Deadline, by Seller. During such period, (A) Buyer shall ensure that the Hosterman Building is and remains fully locked and secured from entry by third parties not expressly granted rights of entry by Buyer; and (B) Seller shall be entitled to reasonable access to the Hosterman Building for purposes of removing any and all such personal property, and in connection therewith Seller shall furnish to Buyer such written hold harmless and indemnification agreements as Buyer may reasonably request. As of the Removal Deadline, or upon such other date as Seller and Buyer may mutually agree in writing, the following shall apply: (1) Seller's right to access the Hosterman Building shall terminate; (2) all then remaining personal property of Seller, as may be located therein, shall be deemed abandoned by Seller and shall become the property of Buyer; and (3) Buyer may, in Buyer's sole discretion, keep and retain any such abandoned personal property, or dispose of such personal property separately or in connection with Buyer's demolition of the Hosterman Building. Seller shall also be entitled to remove those items from the Hosterman Building as are described in Exhibit E attached hereto (collectively with any personal property temporarily left by Seller in the Hosterman Building as to which Seller wishes to remove prior to the Removal Deadline, referred to herein as "Seller's Removal Property"). Buyer shall notify Seller in writing of the demolition date of the Hosterman Building at least thirty days prior to said demolition date. Removal must be completed by Seller on or prior to the Removal Deadline.

(c) Storm Water Ponding/Drainage. Buyer shall be responsible for satisfying any and all storm water ponding and drainage requirements associated with the Development Parcel as follows: (i) any and all storm water ponding requirements as may be imposed by the City, or otherwise required as a result of Buyer's redevelopment of the Development Parcel, shall be satisfied solely by the Buyer on the Development Parcel and without resort by Buyer to any of the Retained Parcel; and (ii) any and all off-site drainage as may be imposed or permitted by the City, or otherwise required as a result of Buyer's redevelopment of the Development Parcel (including without limitation storm water drainage from the Development Parcel to the City's storm water drainage system), shall be satisfied solely by the Buyer on the Development Parcel and without resort by Buyer to any of the Retained Parcel.

~~[The balance of this page has been intentionally left blank.]~~

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first written above.

BUYER:

INTERMEDIATE SCHOOL DISTRICT NO. 287

By: _____

Its: Chair

By: _____

Its: Clerk

SELLER:

INDEPENDENT SCHOOL DISTRICT NO. 281

By _____

Its _____

EXHIBIT A

Legal Description of Seller's Property

~~The North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 6, Township One Hundred Eighteen (118), Range Twenty-one (21), except that part thereof lying Easterly of a line drawn parallel to and four hundred ninety-four and sixty one-hundredths (494.60) feet Westerly from the East line of said Southeast Quarter (SE $\frac{1}{4}$).~~

~~EXCEPT: The West Thirty (30) feet of the North one-half (N $\frac{1}{2}$) of the South one-half (S $\frac{1}{2}$) of the Southeast One Quarter (SE $\frac{1}{4}$) of Section 6, Township 118, Range 21 lying East of the extension Northerly of the center line of Zealand Avenue as platted as Begin Addition, for purposes of a public street and for the construction and maintenance of all incidental uses thereof such as but not limited to curbs, gutters, sewer, electricity, gas, water and other utilities.~~

~~Subject to road as excepted in Deed shown as recorded in Book 1658 of Deeds, page 171.~~

~~Subject to any easements, zoning ordinances and regulations and restrictions of record.~~

EXHIBIT B

Site Plan

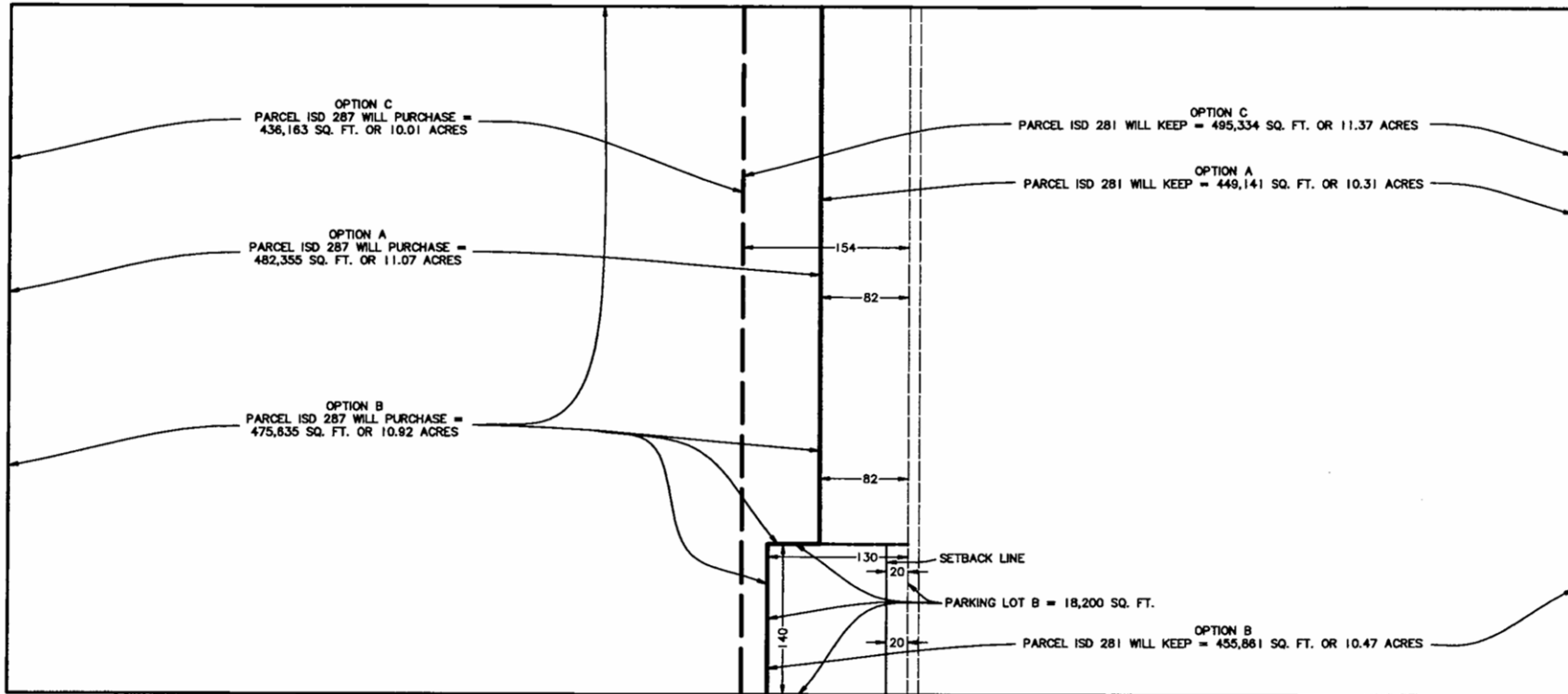


EXHIBIT C

Warranty Deed

EXHIBIT D

Right of First Refusal Agreement

EXHIBIT E

Seller's Removal Property

1. Seller's personal property;
2. All copper piping located within the Hosterman Building;
3. See Exhibit E-1 attached hereto.

Document comparison done by DeltaView on Friday, May 21, 2010 6:35:57 PM

Input:	
Document 1	WORLDGX://F:\FIRMDXCS\i200\44978\394967.BKE
Document 2	WORLDGX://F:\FIRMDXCS\i200\44978\394967.DOC
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	4
Deletions	11
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	15

WARRANTY DEED

STATE DEED TAX DUE HERON: \$_____

Date: _____, 2010

FOR VALUABLE CONSIDERATION, **INDEPENDENT SCHOOL DISTRICT NO. 281**, a body politic and corporate under the laws of the State of Minnesota, Grantor, hereby conveys and warrants to **INTERMEDIATE SCHOOL DISTRICT NO. 287**, a body politic and corporate under the laws of the State of Minnesota, Grantee, real property in Hennepin County, Minnesota, described as follows:

See Exhibit A attached hereto.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

See Exhibit B attached hereto.

(collectively referred to herein as the "Property").

[THE SELLER CERTIFIES THAT THE SELLER DOES NOT KNOW OF ANY WELLS ON THE DESCRIBED REAL PROPERTY.]

Grantee hereby covenants and warrants for Grantee and Grantee's heirs, devisees, personal representatives, successors, transferees and assigns, and for the benefit of Grantor and Grantor's successors and assigns, that, except as, and until, otherwise agreed in a writing duly executed by and between Grantee and Grantor, and duly recorded against the Property with the County Recorder in and for the County of Hennepin, State of Minnesota, the following shall apply:

1. Grantee shall not use, or permit the use of, the Property, in whole or in part, whether as a solitary campus or location or together with one or more other campuses or locations, and whether individually or in concert or affiliation with one or more other persons or entities, as a charter school, private school, sectarian school, or other reasonably similar institution of learning (collectively referred to herein as the "Use Restrictions"); and

EXHIBIT A

Legal Description

[Legal Description for "Development Parcel" To Be Inserted]

EXHIBIT B

Exceptions

1. ["Permitted Exceptions" To Be Inserted]

EXHIBIT B

Legal Description

[Legal Description
For Winnetka Learning Center Property
Located at 7940 55th Avenue North
(PID# 06-118-21-44-0055)
To Be Inserted]

ESCROW AGREEMENT

This ESCROW AGREEMENT is dated as of the ~~effective as of the~~ ___ day of _____, 2010, by and among **INDEPENDENT SCHOOL DISTRICT NO. 281**, a body politic and corporate under the laws of the State of Minnesota ("Seller"), **INTERMEDIATE SCHOOL DISTRICT NO. 287**, a body politic and corporate under the laws of the State of Minnesota ("Buyer"), and **FIRST AMERICAN TITLE INSURANCE COMPANY**, a California corporation (the "Escrow Agent").

RECITALS

WHEREAS, Seller is the fee simple owner of a tract or parcel of land situated in Hennepin County, Minnesota, and comprising approximately ~~20~~20.79 acres, ~~all as more particularly described~~as depicted on **Exhibit A** attached hereto ("Seller's Property");

WHEREAS, Seller and Buyer have entered into a Purchase Agreement dated effective as of even date herewith (the "Purchase Agreement"), under which the Buyer has agreed, subject to the conditions stated therein, to purchase the westerly 10.01 acres of Seller's Property (the "Property"), as depicted as "Option C" of **Exhibit B** attached hereto (the "Site Plan");

WHEREAS, Seller and Buyer want to provide that the "Earnest Money" (as that term is defined in the Purchase Agreement) payable under the Purchase Agreement be deposited in escrow with the Escrow Agent in order to facilitate implementation of the terms and provisions of the Purchase Agreement as such terms and provisions govern the receipt, retention, administration, and delivery of the Earnest Money thereunder.

Accordingly, the parties hereto agree as follows:

1. APPOINTMENT OF ESCROW AGENT.

Seller and Buyer hereby irrevocably appoint the Escrow Agent, as escrow agent, to receive, hold, administer, and deliver the Escrowed Funds (as defined below) in accordance with this Escrow Agreement, and Escrow Agent hereby accepts its appointment, all subject to and upon the terms and conditions set forth herein.

2. DEPOSIT OF ESCROWED FUNDS AND CREATION OF ESCROW.

2.1 Simultaneously with the execution of this Agreement, Buyer has delivered to Escrow Agent the sum of Fifty Thousand and No/100ths Dollars (\$50,000.00) representing the Earnest Money called for under the Purchase Agreement (the "Escrowed Funds").

2.2 Escrow Agent shall deposit the Escrowed Funds into an interest bearing trust account pursuant to investment instructions to be mutually agreed upon by the parties. In the absence of any such mutual investment instructions, or until such time as such investment instructions are agreed upon, Escrow Agent shall invest the Escrowed Funds in interest bearing accounts through such financial institution as may be reasonably acceptable to Buyer and Seller. Escrow Agent agrees to hold the Escrowed Funds in accordance with the terms of this Agreement.

3. ADMINISTRATION OF ESCROW.

Escrow Agent shall hold the Escrowed Funds until the earlier of (a) the date Buyer successfully closes its acquisition of the Property as contemplated by the Purchase Agreement; (b) the termination of the Purchase Agreement as evidenced by a notice to the Escrow Agent signed by both parties or their attorneys (the "Termination Agreement"); provided, however, if (i) for any reason the closing does not occur, (ii) no Termination Agreement is received by Escrow Agent and (iii) either party makes a written demand upon Escrow Agent for payment of all or any portion of the Escrowed Funds, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment in accordance with such demand. If Escrow Agent does receive such written objection within such ten (10) day business period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Escrow Agreement or a final judgment of a court or Escrow Agent can remit the Escrowed Funds as otherwise provided in Section 5 of this Escrow Agreement; or (c) the termination of the Purchase Agreement following a default by Buyer, carried out in accordance with the requirements of applicable law.

4. NOTICES.

Any notice required to be given to Seller, Buyer or Escrow Agent pursuant to this Agreement shall be in writing and shall be deemed duly given: (i) on the date of personal delivery; (ii) one business day following dispatch by Federal Express or equivalent or (iii) three (3) business days after mailing certified or registered mail, postage prepaid, return receipt requested, to respective addresses of the parties set out below:

If to Seller: Robbinsdale Area Schools
4148 Winnetka Avenue N.
New Hope, MN 55427
Attn: _____ Executive Director
Business Services

With copy to: Jeffrey D. Carpenter, Esq.
Henson & Efron, P.A.
220 South 6th Street
Minneapolis, MN 55402

If to Buyer: Intermediate District 287
1820 Xenium Lane North
Plymouth, MN 55441
Attn: _____ Superintendent

With copy to: Sarah J. Sonsalla, Esq.
Kennedy & Graven Chartered
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

If to Escrow Agent: First American Title Insurance Company
1900 Midwest Plaza West
801 Nicollet Mall
Minneapolis, Minnesota 55402-2504
Attn: _____

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

5. LIMITED DUTIES OF ESCROW AGENT.

The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with the requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Escrow Agent's part. Escrow Agent may consult the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder. Buyer and Seller hereby acknowledge such fact and indemnify and hold harmless Escrow Agent from any action taken by it in good faith in reliance thereon. Escrow Agent shall have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, Escrow Agent may continue to hold the same or commence an action in interpleader and in connection therewith remit the same to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Escrow Agent for any action taken by it in good faith in execution of its duties hereunder.

6. TERMINATION.

Upon distribution of the Escrowed Funds as provided in Section 3 above, the Escrow Agent shall thereupon be released and discharged from any and all further obligations in connection with this Escrow Agreement.

7. FEES.

Escrow Agent waives any fee for serving as Escrow Agent.

8. RESIGNATION OF ESCROW AGENT.

The Escrow Agent may at any time resign by delivering the Escrowed Funds to a successor escrow agent designated by Buyer and Seller in writing, or to any court of competent jurisdiction, whereupon the Escrow Agent shall be discharged of and from any further obligation arising in connection with this Escrow Agreement.

9. MISCELLANEOUS.

9.1 Benefit and Binding Effect. This Agreement shall be binding upon and inure to the benefit of each party hereto, and its successors and assigns.

9.2 Further Assurances. The parties shall execute any other documents that may be necessary and desirable to the implementation and consummation of this Agreement.

9.3 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Minnesota.

9.4 Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

9.5 Amendment. This Agreement cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by all the parties hereto.

9.6 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

9.7 Entire Agreement and Severability. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications that can be given effect, and this Agreement shall be construed as though the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

[The balance of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed by Seller, Buyer and the Escrow Agent as of the date first written above.

BUYER:

INTERMEDIATE SCHOOL DISTRICT NO. 287

By: _____

Its: Chair

By: _____

Its: Clerk

SELLER:

INDEPENDENT SCHOOL DISTRICT NO. 281

By _____

Its _____

ESCROW AGENT:

**FIRST AMERICAN TITLE INSURANCE
COMPANY**

By _____

Its _____

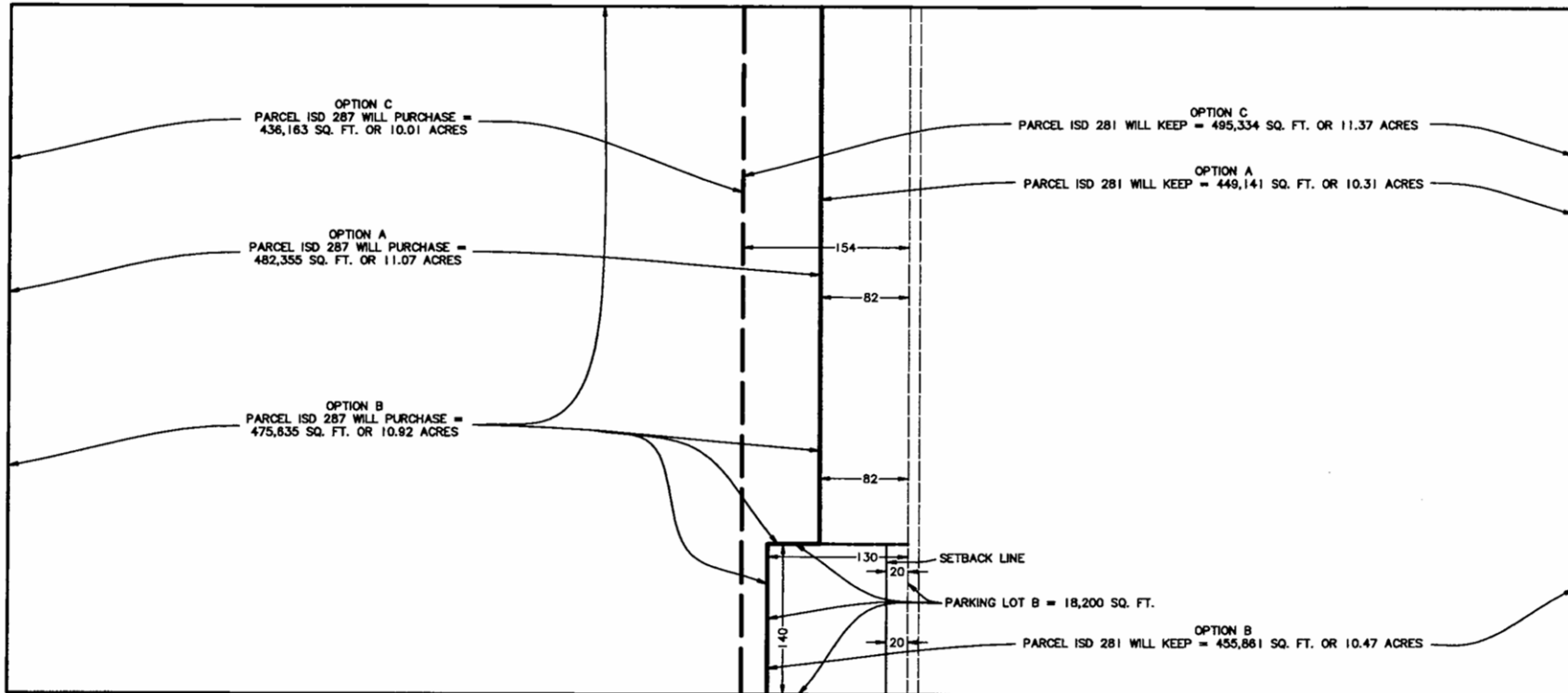
EXHIBIT A

Seller's Property Legal Description

A-1

EXHIBIT B

Site Plan



B-1

Document comparison done by DeltaView on Friday, May 21, 2010 6:31:13 PM

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Moved cell	
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RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____ 2010, between **INTERMEDIATE SCHOOL DISTRICT NO. 287**, a body politic and corporate under the laws of the State of Minnesota ("~~Optioner~~District 287"), and **INDEPENDENT SCHOOL DISTRICT NO. 281**, a body politic and corporate under the laws of the State of Minnesota ("~~Optionee~~Robbinsdale").

1. Property. In consideration of an option fee of One and No/100 Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ~~Optioner~~District 287 grants ~~Optionee~~Robbinsdale, subject to all the terms and conditions hereinafter set forth, a right of first refusal ("the Right") to purchase fee title to all or any portion of a tract or parcel of land situated in Hennepin County, Minnesota, and comprising [10.1] acres, all as more particularly described on Exhibit A attached hereto, together with all improvements thereon and all easements appurtenant thereto ("the Property") (in each case, that portion of the Property as is subject to an "Offer" (as such term is defined in Section 2 below) shall be referred to herein as the "Option Property").

2. Exercise of Right. In the event that ~~Optioner~~District 287 shall hereafter receive from a third party (in each case, an "Offeror") a bona fide offer to purchase fee title to the Option Property (an "Offer") and shall desire to accept such Offer, ~~Optioner~~District 287 shall prior to accepting such offer deliver written notice (the "Option Notice") to ~~Optionee~~Robbinsdale, **in the form attached hereto as Exhibit B** which attaches, ~~and~~ **a full and complete copy of both this Agreement and the Offer, and which** otherwise sets forth all terms and conditions of such Offer, including without limitation the purchase price (in each case, the "Purchase Price"), after which, the following shall apply:

(a) On or before fifteen (15) days from and after the date of Robbinsdale's actual receipt of the Option Notice, Robbinsdale shall deliver to District 287 by Certified Mail Return Receipt Requested, in accordance with Section 10 of this Agreement, a completed Notice of Intent (the "Notice of Intent") in the form attached hereto as Exhibit C inclusive of all exhibits thereto. The Notice of Intent shall be nonbinding in all respects, but shall otherwise set forth, in accordance with the terms thereof, Robbinsdale's then current expression of interest in either exercising or refraining from exercising the Right in accordance with Section 2(c) below. DISTRICT 287 AND ROBBINSDALE EXPRESSLY AGREE THAT THE SOLE PURPOSE OF THE NOTICE OF INTENT IS TO PROVIDE ADVANCE NOTICE BY ROBBINSDALE TO DISTRICT 287 OF ROBBINSDALE'S INTERIM INTENTIONS WITH RESPECT TO A POSSIBLE EXERCISE OF

THE RIGHT SO THAT DISTRICT 287 MAY BEGIN TO PLAN ACCORDINGLY. DISTRICT 287 UNDERSTANDS AND AGREES THAT ALL SUCH INTERIM

PLANS BY DISTRICT 287 REMAIN SUBJECT IN ALL RESPECTS TO A FINAL DECISION BY ROBBINSDALE TO EXERCISE, OR REFRAIN FROM EXERCISING, THE RIGHT IN ACCORDANCE WITH SECTION 2(c) BELOW.

~~(b)~~ ~~(a)~~—Until such time as the “Exercise Period” (as hereinafter defined) expires without any timely exercise of the Right by ~~Optionee~~Robbinsdale in accordance with Section 2(~~bc~~) below, or unless otherwise agreed in a writing duly executed by both ~~Optioner and Optionee~~, ~~Optioner~~District 287 and Robbinsdale, District 287 hereby covenants and agrees, for itself and its successors and assigns, then neither ~~Optioner~~,District 287, nor any successor in right or interest to ~~Optioner~~District 287 shall convey any interest in the Option Property in derogation of ~~Optionee~~Robbinsdale’s rights and interests set forth herein, or of ~~Optioner~~District 287’s obligations hereunder, and ~~Optioner~~District 287 shall neither accept such Offer nor sell the Option Property other than to ~~Optionee~~Robbinsdale;

~~(b)~~ ~~Optionee~~Robbinsdale may exercise the Right by delivering written notice thereof to ~~Optioner~~District 287 within ~~sixty~~forty-five (~~60~~45) days following ~~Optionee~~Robbinsdale’s receipt of the Option Notice (the “Exercise Period”). In the event that ~~Optionee~~Robbinsdale shall exercise its Right as provided in this Section 2(~~bc~~), ~~Optionee~~Robbinsdale shall purchase the Option Property from ~~Optioner~~,District 287, and ~~Optioner~~District 287 shall sell the Option Property to ~~Optionee~~Robbinsdale, on the same terms and conditions as those set forth in ~~Optioner~~District 287’s notice (~~c~~)—regarding the Offer, except for such other and additional terms and conditions as are set forth herein; and

(c) In the event that ~~Optionee~~Robbinsdale shall not timely exercise its Right as provided in this Section 2, then ~~Optioner~~District 287 shall be free to accept the Offer and sell the Option Property to such Offeror, whereupon this Agreement shall be of no further force and effect as to such Option Property.

3. Inspection of Option Property. Commencing as of the date of commencement of the Exercise Period, and unless otherwise agreed in a writing duly executed by both ~~Optioner~~District 287 and ~~Optionee~~Robbinsdale, the following shall apply:

(a) ~~Optionee~~Robbinsdale may, upon five (5) days advance notice to ~~Optioner~~,District 287, and without unreasonable interference with, or disruption to, ~~Optioner~~District 287’s use and enjoyment of the Option Property, conduct such inspections and environmental testing of the Option Property as ~~Optionee~~Robbinsdale reasonably deems necessary; and

(b) ~~Optioner~~District 287 shall, not later than ten (10) days following the date of commencement of the Exercise Period, deliver to ~~Optionee~~Robbinsdale for inspection, true and correct copies of all surveys, environmental reports and assessments, geotechnical reports and all other existing records of ~~Optioner~~District 287 relating to the Option Property.

4. Closing. In the event that ~~Optionee~~Robbinsdale shall exercise its Right as provided by Section 2, then a closing of the sale (in each case, the “Closing”) shall take place at the offices of Henson & Efron, P.A., in Minneapolis, Minnesota, or at such other place as may be agreed upon, within thirty (30) days after the Right is exercised by ~~Optionee~~Robbinsdale. In each case, the date of the Closing shall be referred to herein as the “Closing Date”.

5. Conveyance. On the Closing Date, upon receiving the balance of the Purchase Price, ~~Optioner~~District 287 shall deliver to ~~Optionee~~Robbinsdale the following:

(a) A Warranty Deed, duly executed by ~~Optionor, District 287~~, transferring fee simple title to the Option Property to ~~Optionee Robbinsdale~~, subject to easements, restrictions and encumbrances as may then be of record; provided, however, if any such encumbrances are liens that may be removed by the payment of sums of money, ~~Optionee Robbinsdale~~ may take title to the Option Property pursuant to the terms of this Agreement, and discharge any such liens and deduct the same from the cash due and payable to ~~Optionor, District 287~~ on the Closing Date (provided, however, if any such liens are disputed by ~~Optionor, District 287~~, and if so requested by ~~Optionor, Optionee and Optionor, District 287, Robbinsdale and District 287~~ shall escrow with First American Title Insurance Company or any other title company mutually acceptable to ~~Optionor, District 287~~ and ~~Optionee Robbinsdale~~ ("Title") from the Purchase Price not less than 125 percent of the aggregate then unpaid amount of such disputed liens, inclusive of interest and penalties, if any, and ~~Optionor, District 287~~ shall have 120 days following the Closing Date within which to deliver to Title duly executed releases of such liens in full, after which, and in the absence of Title's receipt of such lien releases, Title is hereby directed to automatically pay and discharge all such liens up to the amount so escrowed, with any deficiency to be promptly paid by ~~Optionor, District 287~~ to ~~Optionee Robbinsdale~~ and any surplus to be promptly remitted by Title to ~~Optionor, District 287~~);

(b) An Affidavit of Title by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving ~~Optionor, District 287~~ or the Option Property; that there has been no skill, labor or material furnished to the Option Property for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Option Property; together with whatever standard owner's affidavit and indemnity which may be required by Title to issue an Owner's Policy of Title Insurance with the standard exceptions waived; and

(c) A certification of non-foreign status that is sufficient to make ~~Optionee Robbinsdale~~ exempt from the withholding requirements of Section 1445 of the Internal Revenue Code. That certification shall be given by ~~Optionor, District 287~~ under penalties of perjury and shall meet the requirements for certifications of non-foreign status that are ~~set~~ forth in Section 1445 of the Internal Revenue Code and the regulations promulgated under that section by the Internal Revenue Service.

6. Allocations, Prorations and Adjustments. ~~Optionor, District 287~~ and ~~Optionee Robbinsdale~~ agree to the following prorations and allocation of costs regarding this Agreement:

(a) ~~Optionor, District 287~~ shall pay all state deed tax regarding the Warranty Deed to be delivered by ~~Optionor, District 287~~ under this Agreement. ~~Optionee Robbinsdale~~ shall pay all Mortgage Registry Tax regarding the recording of any mortgage securing any ~~Optionee Robbinsdale~~'s loan.

(b) General real estate taxes attributable to the Option Property, if any, payable in the calendar year preceding the calendar year in which the Closing occurs, and all years prior thereto, shall be paid by ~~Optionor, District 287~~. General real estate taxes attributable to the Option Property, if any, payable in the calendar year within which the Closing occurs shall be prorated by ~~Optionor, District 287~~ and ~~Optionee Robbinsdale~~ as of the Closing Date based upon a calendar fiscal year. General real estate taxes attributable to the Option Property, if any, payable in the calendar year following the calendar year in which the Closing occurs, and all years subsequent thereto, shall be paid by ~~Optionee, Optionor, Robbinsdale~~.

District 287 shall pay all deferred real estate taxes which may become payable as a result of the sale contemplated hereby.

(c) Scheduled installments of special assessments levied against the Option Property and due and payable in the calendar year preceding the calendar year in which the Closing occurs, and all years prior thereto, will be paid by ~~Optioner~~District 287. Scheduled installments of special assessments levied against the Option Property and due and payable in the calendar year within which the Closing occurs will be prorated by ~~Optioner~~District 287 and ~~Optionee~~Robbinsdale as of the Closing Date based upon a calendar fiscal year. Scheduled installments of special assessments levied against the Option Property and due and payable in the calendar year following the calendar year in which the Closing occurs, and all years thereafter, will be paid by ~~Optionee~~Robbinsdale.

(d) ~~Optioner~~District 287 shall pay the cost of recording all documents necessary to place record title in the condition warranted and represented by ~~Optioner~~District 287 in this Agreement.

(e) All operating costs of the Option Property, shall be allocated between ~~Optioner~~District 287 and ~~Optionee~~Robbinsdale as of the Closing Date, so that ~~Optioner~~District 287 pays that part of such operating costs as are payable before the Closing Date, and ~~Optionee~~Robbinsdale pays that part of such operating costs as are payable from and after the Closing Date.

(f) ~~Optioner~~District 287 shall pay all broker and attorney fees incurred by any brokers or attorneys employed by or on behalf of ~~Optioner~~District 287 in connection with this transaction.

(g) ~~Optionee~~Robbinsdale shall pay all broker and attorney fees incurred by any brokers or attorneys employed by or on behalf of ~~Optionee~~Robbinsdale in connection with this transaction.

7. Other Expenses. ~~Optionee~~Robbinsdale shall be solely responsible for paying all other expenses arising out of or in any way connected with the Closing.

8. Real Estate Commissions. ~~Optionee~~Robbinsdale warrants to ~~Optioner~~District 287 that neither ~~Optionee~~Robbinsdale nor any of its agents or employees have used, or shall use, the services of any broker or finder as to the transaction evidenced by this Agreement and that ~~Optionee~~Robbinsdale shall indemnify and defend ~~Optioner~~District 287 against the claims of any broker or other intermediaries claiming to have had any dealings, negotiations, or consultations with ~~Optionee~~Robbinsdale as to this Agreement or the sale of the Option Property.

9. Possession. ~~Optioner~~District 287 shall deliver possession of the Option Property to ~~Optionee~~Robbinsdale on the Closing Date.

10. Notices. Unless expressly stated otherwise, all notices from one party to the other that are required under this Agreement shall be in writing. Written notice either shall be personally delivered or shall be sent, postage prepaid, by certified mail, return receipt requested, in which event such notice shall be deemed given when postmarked. Notices should be sent to the parties at the following addresses, unless a party gives written notice to the other party that notices should be sent to it at another address:

If to ~~Optioner~~**District 287**: Intermediate ~~School~~ District 287
1820 Xenium Lane North
Plymouth, MN 55441
Attn: ~~Sandra Lewandowski~~ **Superintendent**

With copy to: Sarah J. Sonsalla, Esq.
Kennedy & Graven Chartered
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

If to ~~Optionee~~**Robbinsdale**: Robbinsdale Area Schools
4148 Winnetka Avenue N.
New Hope, MN 55427
Attn: ~~Lonnie Smith~~ **Executive Director,**
Business Services

With copy to: Jeffrey D. Carpenter, Esq.
Henson & Efron, P.A.
220 South 6th Street
Minneapolis, MN 55402

11. Default. If either ~~Optioner~~**District 287** or ~~Optionee~~**Robbinsdale** default under this Agreement, the nondefaulting party shall have the right to enforce and recover from the defaulting party specific performance of this Agreement, in which event the defaulting party shall be liable to the nondefaulting party for all of the nondefaulting party's costs of enforcement, including without limitation nondefaulting party's attorneys fees and expenses.

12. Miscellaneous. This Agreement is the entire contract between ~~Optioner~~**District 287** and ~~Optionee~~**Robbinsdale** as to the purchase and sale of the Property, and no representations, inducements, promises, understandings, or agreements, whether express or implied or whether oral or written, made before the execution of this Agreement will change its terms or have any effect thereon. This Agreement may be changed only by a writing that has been signed by both the parties. A party shall not be deemed to have made a waiver under this Agreement as to any right, privilege, obligation, condition, default, or breach unless it does so in writing. The failure of a party to take action under this Agreement shall not be considered a waiver and shall not prevent that party from enforcing any provision of this Agreement. The invalidity or unenforceability of one provision of this Agreement will not affect the validity or enforceability of the other provisions hereof. The captions in this Agreement have been written solely for the convenience of the parties and shall not be considered when interpreting this Agreement. The terms and conditions of this Agreement shall both bind and benefit the successors and assigns of the parties.

[The balance of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Optionor District 287 and Optionee Robbinsdale have executed this Agreement as of the date first written above.

OPTIONOR DISTRICT 287:

INTERMEDIATE SCHOOL DISTRICT NO. 287

By: _____
Its: Chair

By: _____
Its: Clerk

OPTIONEE ROBBINSDALE:

INDEPENDENT SCHOOL DISTRICT NO. 281

By _____
Its _____

EXHIBIT A

Legal Description

EXHIBIT B

Option Notice

[BY PERSONAL DELIVERY/
CERTIFIED MAIL RETURN RECEIPT REQUESTED]

Robbinsdale Area Schools
4148 Winnetka Avenue N.
New Hope, MN 55427
Attn: Executive Director,
Business Services

Re: Option Notice Pursuant to Right of First Refusal Agreement, dated _____, 2010 (the "Right of First Refusal Agreement"), by and between Intermediate School District 287 ("District 287") and Independent School District No. 281 ("Robbinsdale")

Dear Sir or Madam:

Intermediate School District 287 (otherwise referred to herein as "District 287") hereby provides you with this Option Notice pursuant to the terms of the Right of First Refusal Agreement described above.

District 287 hereby informs you that District 287 has received from a third party (the "Offeror") a bona fide offer (the "Offer") to purchase fee title to the Option Property, as that term is defined in the Right of First Refusal Agreement. Pursuant to the terms of the Right of First Refusal Agreement, all of the terms and conditions of the Offer are as follows:

[Insert Terms and Conditions of Offer]

District 287 additionally attaches to this Option Notice a full and complete copy of both the Right of First Refusal Agreement and the Offer.

PURSUANT TO SECTION 2(a) OF THE RIGHT OF FIRST REFUSAL AGREEMENT, ROBBINSDALE IS REQUIRED TO DELIVER TO DISTRICT 287, ON OR BEFORE (15) DAYS FROM AND AFTER THE DATE OF ROBBINSDALE'S ACTUAL RECEIPT OF THIS OPTION NOTICE, A NOTICE OF INTENT IN THE FORM ATTACHED, AS EXHIBIT C, TO THE RIGHT OF FIRST REFUSAL AGREEMENT. IN THE EVENT ROBBINSDALE ELECTS TO EXERCISE ITS OPTION TO PURCHASE THE OPTION PROPERTY, IT MUST EXERCISE ITS RIGHT WITHIN FORTY-FIVE (45) DAYS FOLLOWING ROBBINSDALE'S RECEIPT OF THE OPTION NOTICE, PURSUANT TO SECTION 2(c) OF THE RIGHT OF FIRST REFUSAL AGREEMENT.

Very truly yours,

INTERMEDIATE SCHOOL DISTRICT NO.
287

By _____
Its _____

EXHIBIT A

Notice of Intent

[BY PERSONAL DELIVERY/
CERTIFIED MAIL RETURN RECEIPT REQUESTED]

Intermediate School District 287
1820 Xenium Lane North
Plymouth, MN 55441
Attn: Superintendent

Re: Notice of Intent Pursuant to Right of First Refusal Agreement, dated _____, 2010 (the "Right of First Refusal Agreement"), by and between Intermediate School District 287 ("District 287") and Independent School District No. 281 ("Robbinsdale")

Dear Sir or Madam:

Independent School District No. 281 (otherwise referred to herein as "Robbinsdale") hereby acknowledges receipt, as of _____, 20____, of an Option Notice pursuant to the terms of the Right of First Refusal Agreement described above.

Pursuant to Section 2(a) of the Right of First Refusal Agreement, Robbinsdale hereby provides you with written notice of the following interim intentions by Robbinsdale regarding the possible exercise by Robbinsdale of the "Right", as that term is defined in the Right of First Refusal Agreement (check one):

- Robbinsdale hereby provides interim notice to District 287 that Robbinsdale presently DOES intend to exercise the Right.
- Robbinsdale hereby provides interim notice to District 287 that Robbinsdale presently DOES NOT intend to exercise the Right.

Very truly yours,

INDEPENDENT SCHOOL DISTRICT NO.
281

By _____
Its _____

Document comparison done by DeltaView on Thursday, May 27, 2010 4:29:49 PM

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

HELD: May 27, 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 May 27, 2010, at 6:30 p.m.

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

RESOLUTION APPROVING THE PURCHASE OF THE WESTERLY 10.01 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 westerly 10.01 acres of the Property to the District at a purchase price of \$1,175,000.00; and

WHEREAS, the building on Hosterman School Property will be demolished by the District and a new facility will be constructed; and

WHEREAS, Robbinsdale has agreed to lease the Sandburg Middle School property located at 2400 Sandburg Lane to the District on a month-to-month basis from June 14, 2010 until completion of construction of the District's facility which is estimated to be completed by August 1, 2012 with monthly rent payments of \$85,103.30 so that the District can continue its operations during construction; 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.

EXHIBIT E-1





<u>Type</u>	<u>Items</u>	<u>Location</u>
Building Materials	Attic stock inventory of new materials	Custodial Storage Room
Building Materials	Attic stock inventory Ceramic tiles - Existing Brown &	Custodial Storage Room
Flooring	Ceramic tiles - Existing Brown & Yellow (attic stock)	Custodial Storage Room
Custodial Equipment	Chemical Dispensers/Feed Station (1)	Custodian Room
Custodial Equipment	Chemical Dispensers/Feed Station (1)	Custodial Closet/Shop Chute 100
Custodial Equipment	Chemical Dispensers/Feed Station (1)	Custodial Closet/Shop Chute 200
Custodial Equipment	Chemical Dispensers/Feed Station (1)	Custodial Closet/Shop Chute 300
Custodial Equipment/Supply	Building Entrance Matting	Entrances
Custodial Equipment	5300 Scrubber 	Custodian Room
Custodial Equipment	Advance 2800 Scrubber 	Custodian Room
Custodial Equipment	Carpet Cleaner 	Custodian Room
Custodial Equipment	Carpet Tester 	Custodian Room

EXHIBIT E-1







<u>Type</u>	<u>Items</u>	<u>Location</u>
Custodial Equipment	Desk Mover 	Custodian Room
Custodial Equipment	Dewalt Tool Kit 	Custodian Room
Custodial Equipment	Dolly 	Custodian Room
Custodial Equipment	Genie High Lift 	Custodian Room
Custodial Equipment	Kaivac 	Custodian Room
Custodial Equipment	Ladder 6' 	Custodian Room

EXHIBIT E-1

<u>Type</u>	<u>Items</u>	<u>Location</u>
Custodial Equipment	Ladder 10' 	Custodian Room
Custodial Equipment	Rolling Ladder 	Custodian Room
Custodial Equipment	Toro Snow Blower (Large) 	Custodian Room
Custodial Equipment	Lock-Out/Tag-Out Kit 	Custodian Room
Custodial Equipment	Milwaukee Drill 	Custodian Room
Custodial Equipment	Milwaukee Hammer Drill 	Custodian Room

EXHIBIT E-1

<u>Type</u>	<u>Items</u>	<u>Location</u>
Custodial Equipment	Milwaukee Sawzall 	Custodian Room
Custodial Equipment	Mop Buckets 	Custodian Room
Custodial Equipment	Pallet Jack 	Custodian Room
Custodial Equipment	Power Eagle 	Custodian Room
Custodial Equipment	Proteam Upright Vacuum 	Custodian Room
Custodial Equipment	Shelving – Upright 	Custodian Room

EXHIBIT E-1







<u>Type</u>	<u>Items</u>	<u>Location</u>
Custodial Equipment	Snow Brush 	Custodian Room
Custodial Equipment	Spot Cleaner 	Custodian Room
Custodial Equipment	Tennant Wet Vac 	Custodian Room
Custodial Equipment	Toro Single Stage Snow Blower 	Custodian Room
Custodial Equipment	Waterloo Tool Box 	Custodian Room
Custodial Equipment	Waterloo Tool Chest 	Custodian Room

EXHIBIT E-1

<u>Type</u>	<u>Items</u>	<u>Location</u>
Custodial Equipment	Westward Tool Chest 	Custodian Room
A/C System	Carrier Model 403 Split System AC	Roof
A/C System	Sanyo Model C2422 Split System AC Ser # 0076263	Roof
A/C System	Sanyo Model C2422 Split System AC Ser # 0079744	Roof
Door Hardware - Locks	Classroom Unit Locks with Keys - 10 LEFT	Qty
Door Hardware	Door Locks Left at Office Rooms B, D, G, H	4
Door Hardware	Door Locks Left at Boiler Room	1
Door Hardware	Door Locks Left at Rooms 381, 382, 389, 393	4
Door Hardware	Door Locks Left at Front foyer room 30	1
Door Hardware	Classroom Unit Door Locks with Keys - 10 Locks RIGHT	
Door Hardware	Door Locks RIGHT at Outside office doors	2
Door Hardware	Door Locks RIGHT at Inside office room doors A, C, Book Room , F	4
Door Hardware	Door Locks RIGHT at Kitchen hallway door	1
Door Hardware	Door Locks RIGHT at Room 403 - Kitchen back storage room	1
Door Hardware	Door Locks RIGHT at Room 385	1
Door Hardware	Door Locks RIGHT at Room 388	1
Heater - Hot Water	States 85 Gallon Hot Water Heater Model # SBD85365NE Ser.# FO7M003412	Boiler Room
Heater - Hot Water	States 85 Gallon Hot Water Heater Model # SBD85365NE Ser. # FO7M003410	Boiler Room
Kitchen Equipment	9' work table	Kitchen
Kitchen Equipment	8' work table	Kitchen
Kitchen Equipment	Bakers work table—wood	Kitchen
Kitchen Equipment	All Galvanized shelving (unattached)	Kitchen
Piping	Domestic Water Supply Copper Piping - Installed By Signature Mechanical Phase 2 and 3	Building Tunnel System
Air Dryer	Speed air Pneumatic Air Dryer Model 3YA50 Ser. # GR015A1150909001	Boiler Room
Air Compressor	Quincy Air Compressor NAT'L Board # 366730	Boiler Room
Air Handler Equipment	Air Handler Motor (1)	Roof above North Gym
Air Handler Equipment	Air Handler Motor (1)	Roof Above South Gym

EXHIBIT E-1

<u>Type</u>	<u>Items</u>	<u>Location</u>
Air Handler Equipment	Air Handler Variable Frequency Drive (2)	Roof above North Gym
Air Handler Equipment	Air Handler Variable Frequency Drive (2)	Roof Above South Gym
Boiler	(2)Honeywell Fire Eye's	Boiler Room
Door Windows	Door windows - Metal Framed	
Door Windows	Metal Frame Window Inserts – Doors at the office (2)	Office
Door Windows	Metal Frame Window Inserts at Door No. 159 (1)	Room No. 1591
Door Windows	Metal Frame Window Inserts 2 Room No. 404 (1)	Room No. 404
Door Hardware	Door System Hardware Including:	
Door Hardware & Card Access System	Electrified panic hardware, power supplies, card readers, ADA door closers:	
Door Hardware & Card Access System	Door No. 1 - 1-Leaf	Door No. 1
Door Hardware & Card Access System	3-Ft Crash Bar Hardware (1)	Door No. 1
Door Hardware & Card Access System	ADA Paddles (2)	Door No. 1
Door Hardware & Card Access System	ADA Actuator (1)	Door No. 1
Door Hardware & Card Access System	Power Supply Box – PS 872-2 (1)	Door No. 1
Door Hardware & Card Access System	Card Reader And Plexi-Glass Cover (1)	Door No. 1
Door Hardware & Card Access System	Door Nos. 4&5 – 2 Single Door Leaf Systems	Door Nos. 4 & 5
Door Hardware & Card Access System	Power Supply Box – PS 872-2 (1)	Door Nos. 4 & 5
Door Hardware & Card Access System	Closet Function Door Hardware – 1 Ea – 2 Total	Door Nos. 4 & 5
Door Hardware & Card Access System	Door No. 17 - 2-Leaf Door System	Door No. 17
Door Hardware & Card Access System	3-Ft Crash Bar Hardware (2)	Door No. 17
Door Hardware & Card Access System	Power Supply Box – PS 872-2 (1)	Door No. 17
Door Hardware & Card Access System	Card Reader And Plexi-Glass Cover (1)	Door No. 17
Door Hardware & Card Access System	Door No. 20 – 2-Leaf Door System	Door No. 20
Door Hardware & Card Access System	3-Ft Crash Bar Hardware (2)	Door No. 20
Door Hardware & Card Access System	Power Supply Box – PS 872-2 (1)	Door No. 20
Door Hardware & Card Access System	Door No. 21 – 2 Leaf Door System	Door No. 21
Door Hardware & Card Access System	3-Ft Crash Bar Hardware (1)	Door No. 21
Door Hardware & Card Access System	Ada Paddles (2)	Door No. 21
Door Hardware & Card Access System	ADA Actuator (1)	Door No. 21
Door Hardware & Card Access System	Power Supply Box – PS 872-2 (1)	Door No. 21

EXHIBIT E-1

<u>Type</u>	<u>Items</u>	<u>Location</u>
Electrical - Fire Alarm	Fire alarm system Radionics panel	Custodial Storage Room
Gymnasium Equipment	Basketball backboards, hoops & nets	4
Heater-Pool	Raypak Pool Heater Model # C-R406A-EN-X ASME Ser.# 0708269829	Pool Filter Room
Kitchen Equipment	All stainless All stainless steel work tables and sinks	Kitchen
Kitchen Equipment	3 compartment sink w/drain table	Kitchen
Kitchen Equipment	2 compartment sink	Kitchen
Kitchen Equipment	14' work table with back to back prep sinks w/disposal	Kitchen
Kitchen Equipment	10' work table with prep sink	Kitchen
Kitchen Equipment	7' work table with prep sink	Kitchen
Kitchen Equipment	Steam Jacketed kettle	Kitchen
Kitchen Equipment	Combination oven and stand	Kitchen
Kitchen Equipment	Warming cabinet	Kitchen
Kitchen Equipment	2 burner stove	Kitchen
Kitchen Equipment	Cooler Compressor	Kitchen
Kitchen Equipment	Freezer Compressor	Kitchen
Kitchen Equipment	Walk-In Cooler	Kitchen
Kitchen Equipment	Walk-In Freezer	Kitchen
Lighting	Emergency Lights & Exit Light System	
Lighting	Emergency Exit Light Fixtures (2)	Custodial Work Area
Lighting	Emergency Exit Light Fixtures (3)	Northwest Corridor
Lighting	Emergency Exit Light Fixtures (5)	North Corridor
Lighting	Emergency Exit Light Fixtures (3)	Northeast Corridor
Lighting	Emergency Exit Light Fixtures (2)	East Corridor
Lighting	Emergency Exit Light Fixtures (3)	Southeast Corridor
Lighting	Emergency Exit Light Fixtures (5)	South Corridor
Lighting	Emergency Exit Light Fixtures (3)	Southwest Corridor
Lighting	Emergency Evacuation Light Systems	
Lighting	Emergency Light Fixture (1)	Northwest Corridor
Lighting	Emergency Light Fixture (3)	North Corridor
Lighting	Emergency Light Fixture (1)	Northeast Corridor
Lighting	Emergency Light Fixture (1)	East Corridor

EXHIBIT E-1

<u>Type</u>	<u>Items</u>	<u>Location</u>
Lighting	Emergency Light Fixture (1)	Southeast Corridor
Lighting	Emergency Light Fixture (3)	South Corridor
Lighting	Emergency Light Fixture (1)	Southwest Corridor
Safety Equipment	Eye Wash Station (1)	Custodial Room
Safety Equipment	Eye Wash Station (1)	Boiler Room
Safety Equipment	Eye Wash Station (1)	Kitchen
Safety Equipment	Eye Wash Station (1)	Pool Filter Room
Security Equipment	Altronix Security System Power Supply Cabinets (2)	Custodial Room
Security Equipment	Lenel Security System Processor Cabinet (1)	Custodial Room
Water Cooler	Acorn Vandal Resistant Single Water Cooler	Front Entry Foyer

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

Regular Meeting – May 27, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES

**ITEM: 8.2.2 Approval of Resolution for Hosterman Land Purchase
Purchase Agreement**

PRESENTED BY: Peyton Robb, Chair of the Facilities Committee

1. Background Information

At the March 25th 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: _____

**RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF
EMPLOYEES HIRED UNDER LICENSURE WAIVERS**

BE IT RESOLVED by the School Board of Intermediate District 287 that the employment of the following individuals hired as Community Experts or through Variances or Waivers for Innovative Teaching be terminated at the end of the 2009-2010 school year on June 30, 2010.

BE IT FURTHER RESOLVED, that written notice be sent to said employees regarding termination and non-renewal.

NAME

DATE OF EMPLOYMENT

ACADEMIC

Gregory T. Baker	August 31, 2009
Janet L. Dunnom	February 16, 2010
Constance M. Hall	August 31, 2009
Natsuki Johnson	August 31, 2009
Sarah M. Knox-Nguyen	August 31, 2009
Shiow Jen Liang-Sun	August 31, 2009
Jason Reese	August 31, 2009
Mitsuko K. Shaw	August 31, 2009
Yuanxiang (Shannon) Shi	August 31, 2009

SPECIAL EDUCATION

Alisa C. Anderson	August 31, 2009
Emily M Axtmann	August 31, 2009
Patricia L. Baranek-Weber	August 31, 2009
Julia G. Berry	August 31, 2009
Tara L Freiberg	March 8, 2010
Erica L. Frett	November 30, 2009
Andrew B. Hannan	August 31, 2009
Timothy S. Johnson	August 31, 2009
Amanda J. Matter	August 31, 2009
Anne M. McGannon	August 31, 2009
Rebecca A. Mijal	October 27, 2009
Christina A Minors	January 4, 2010
James G. Moulsoff	August 31, 2009
Justin H. Ore	August 31, 2009
Matthew C. Smith	August 31, 2009
Andrew R. Ward	August 31, 2009
Dwain E. Weddall	August 31, 2009

**RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF THE
PROBATIONARY TEACHING CONTRACT OF THE FOLLOWING
PROBATIONARY TEACHERS**

BE IT RESOLVED by the School Board of Intermediate District 287 that pursuant to the Minnesota Statutes 122A.40, Subdivision 5, that the probationary teaching contract of the following probationary teachers of Intermediate District 287 is hereby terminated at the end of the 2009-2010 school year on June 30, 2010.

BE IT FURTHER RESOLVED, that written notice be sent to said probationary teachers regarding termination and non-renewal of his/her contract, as provided by law.

<u>NAME</u>	<u>LICENSE</u>	<u>DATE OF EMPLOYMENT</u>
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ACADEMIC

Donna K. Adams	English/Language Arts	August 31, 2009
Mark L. Sateren	English/Language Arts	August 31, 2009

SPECIAL EDUCATION

Karen A. Cole	Substitute Teacher	September 15, 2008
Kathleen C. Eide	Speech Language Pathologist	December 2, 2009
Wendy D. Friesen	Emotional/Behavioral Disorders	August 31, 2009
Nicole J. Martin	Emotional/Behavioral Disorders	August 31, 2009

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

Regular Meeting – May 27, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT

ITEM: 8.3.1.1. Resolution for Termination of Employees Hired Under Licensure Waivers

PRESENTED BY: Anne Becker, Director of Human Resources Department

1. Background Information

Resolution for Termination of Employees Hired Under Licensure Waivers

A resolution motion to waive the reading of the resolution and approve the termination of employees hired under licensure waivers as provided in the supporting documentation is necessary.

2. Fiscal Impact/Funding Source: This action supports the preliminary FY11 budget reduction approved at the March 25, 2010, Board meeting.

3. RECOMMENDED ACTION: The Board approve the resolution for termination of employees hired under licensure waivers as presented.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

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

Regular Meeting – May 27, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT

ITEM: 8.3.1.3. Resolution for Termination & Non-Renewal of Probationary Teaching Contracts

PRESENTED BY: Anne Becker, Director of Human Resources Department

1. Background Information

Resolution for Termination & Non-Renewal of Probationary Teaching Contracts

A resolution motion to waive the reading of the resolution and approve the termination and non-renewal of employees hired on probationary teaching contracts as provided in the supporting documentation is necessary.

2. Fiscal Impact/Funding Source: This action supports the preliminary FY11 budget reduction approved at the March 25, 2010, Board meeting.

3. RECOMMENDED ACTION: The Board approve the resolution for termination of employees hired under probationary teaching contracts as presented.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF

PROBATIONARY NON-LICENSED EMPLOYEES

BE IT RESOLVED by the School Board of Intermediate District 287 that the employment of the following non-licensed employee be terminated between May 27, 2010 and the end of the 2009-2010 year on June 30, 2010.

BE IT FURTHER RESOLVED, that written notice be sent to said employee regarding his/her termination.

SPECIAL EDUCATION

<u>NAME</u>	<u>POSITION</u>	<u>DATE OF EMPLOYMENT</u>
Amber Abreu	Education Assistant	October 1, 2009
Rogers Akembuom	Education Assistant	August 28, 2008
Susan Clifford	Education Assistant	January 5, 2009
Karen Cole	Education Assistant	September 15, 2008
Tammy Dahl	Education Assistant	August 28, 2008
Kelly Goethel	Education Assistant	August 31, 2009
Susan Goodwin	Education Assistant/ASL	August 31, 2009
Rikkea Hill	Education Assistant	December 14, 2009
Dennis Joyner	Education Assistant	March 1, 2010
Lamin Khan	Education Assistant	September 16, 2009
Paul Kracl	Education Assistant	November 10, 2008
Anita Leonard	Education Assistant	August 25, 2008
Myra Patterson	Education Assistant	October 12, 2009
Greg Salyers	Education Assistant	January 5, 2009
Lunga Sinuka	Education Assistant	August 31, 2009
Jamie Whipperman	Education Assistant	August 28, 2008
Meghan Andryski	Sign Language Interpreter	August 31, 2009
Katie Bonneville	Sign Language Interpreter	August 31, 2009
Catherine Clover	Sign Language Interpreter	October 13, 2008

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

Regular Meeting – May 27, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES REPORT

ITEM: 8.3.1.2. Resolution for Termination & Non-Renewal of Probationary Non-Licensed Employees

PRESENTED BY: Anne Becker, Director of Human Resources Department

1. Background Information

Resolution Motion for the Termination & Non-Renewal of Probationary Non-Licensed Employees

A resolution motion to waive the reading of the resolution and approve the termination and non-renewal of probationary non-licensed employees as provided in the supporting documentation is necessary.

2. Fiscal Impact/Funding Source: This action supports the preliminary FY11 budget reduction approved at the March 25, 2010, Board meeting.

3. RECOMMENDED ACTION: The Board approve the resolution for termination of probationary non-licensed employees as presented.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____

NSBA Convention "Count Us In"

April 10-12, 2010

For Handouts, visit <http://nsba.omnibooksonline.com/2010/>

BOARD GOVERNANCE

"Recent research on school board governance has demonstrated that school boards in districts with higher student achievement are significantly different in knowledge, beliefs, and actions from the boards in lower achieving districts. Current research projects are looking at the key behaviors that are correlated with higher student achievement as well as the implications for board development programs." <http://www.nsba.org/MainMenu/Governance/KeyWork/Research.aspx>

1. **"Governing Coherently: How Two School Boards Build a Solid Foundation for Sensible, Systematic and Sustainable Leadership"** by Aspen Group International
 - Systems Thinking- How to govern to lead to high student achievement
 - Governing not micromanaging- No "Captain may I" by the Superintendent-- Use 27 policies Keep an eye on operations but focus on results.
 - Clarifies Roles
 - Monitoring- have all the data in one place to make decisions and evaluate superintendent
 - Intensive training and implementation
The discussions to get there are as valuable as the process itself.
2. **Iowa Lighthouse Project- 8 states support and train**
 - Several districts made presentations that have had success with The Lighthouse Project
 - Focus the board on student achievement
 - <http://www.nsba.org/MainMenu/Governance/KeyWork/Research.aspx>
3. **Becoming a More Powerful Board** by creating a strong link between *strategic planning*, *board goal setting* (What can we do as a board to help the organization get better?) and *board learning sessions* (to better understand strategic plan initiatives).
What do we want to learn more about to be more effective as a board?
4. **School Board Development--Creating a Board That Makes a Difference**
Learning Together as a Board- Retreats 1-2 days every 6 months
Create Conditions for Success of the Board
How do your contributions help the district focus on student achievement?

TEACHING & LEARNING

1. **On line learning**
 - Numerous presentations on the benefits and challenges of on-line learning.
2. **Social and Emotional Learning: Practical, Research-based Whole Child Education**
"Social and Emotional Learning (SEL) is an evidence -based approach to education the integrates the academic, emotional and social dimensions of learning. SEL improves school and life outcomes for children by helping students manage their emotions, build effective relationships, and work through life's challenges in constructive and ethical ways."
 - Facilitates learning & Improves student outcomes
 - Pays off Long Term
 - ESEA Reauthorization and HR 4223 Academic, Social and Emotional Learning Act

3. Partnership for 21st Century Skills

- Organization that brings together the business community, education leaders and policy makers to define a powerful vision for 21st century education to ensure every child's success as citizens and workers in the 21st century.
- In addition to core academic subjects, to be successful all students need the 4 C's: Critical thinking and problem solving; communication; collaboration; and Creativity and Innovations
- The MILE Guide ---Milestones for Improving Learning and Education
Includes a Self Assessment Tool
Purpose- 1) Identify where the district sits on the continuum of 21st Century Learning Skills
2) Plan for future progress (Which areas do we need to improve?)

4. National School Climate

- School Climate directly affects achievement
- Board set the tone for district
- Policies need to reflect what we want to see happen in our schools
- When hiring do you ask school climate questions?
- What training do we provide for staff on climate?--287 good

DATA DASHBOARDS/Continuous Improvement

Set bold SMART Goals and use of Data Dashboard to monitor progress

1. District Dashboard

The dashboard is a progress monitoring and reporting tool to improve student learning and organizational performance. Quick snap-shot of district health that captures a few key indicators.

- What are your district's highest priorities?
- How does your district plan for and monitor implementation of various initiatives
- What is working and how do you know?

2. Data Dashboard Providing Data to Board Members to Make Better Decisions by TIES-

- Cognos Business Intelligence Tool
- What parameters on your strategic plan would you like to track?
- Board has access to multiple student achievement data and graphs
- Set up personal learning plans. Track all students, all ability levels.
Map for students who are proficient.

3. From Board to Classroom- Using a balanced scorecard and focused leadership to become a top urban district

- A management system that allows us to set, track and achieve our goals and strategic objectives.
- Provides feedback about our processes and outcomes so that we can demonstrate continuous improvement.
- What gets measured gets done!

COST CONTAINMENT-

1. Kick It Up a Notch: Strategies to Reduce Costs and Increase Effectiveness

- www.cpsb.org/abshire/nsba
- Technology Enabled District Redesign used **Baldrige**

PROFESSIONAL DEVELOPMENT

1. How to Deal with Negative People and Keep from Becoming Negative Yourself

Good to Great- Take negative people to a higher level

You must change your attitude towards them, focus on problem solving and show them the future.

Be an excellent role model

EXHIBITS

1. Accelerating student achievement, technology, busing, food services, athletic equipment, etc.
2. Paperless Board Agendas- Board Docs, Electronic School Board, IQM2

School Board Planning Calendar 2010

1 st Meeting of the Month		2 nd Meeting of the Month	
JANUARY 14, 2010 <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		JANUARY 28, 2010 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	
FEBRUARY 11, 2010 Prairie Center Alternative “Help for Haiti” Bloomington Impact Statement Online Learning – Mike Smart & Jon Voss (Instructional) Special Education Monitoring (Instructional) Telecommuniting Pilot		FEBRUARY 25, 2010 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	
MARCH 11, 2010 North Education Center – Work Shop	MARCH 25, 2010 Efficiency Efforts Status Report Financial Report February North Education Center (Possible Action)		
APRIL 22, 2010 <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	
MAY 13, 2010 Food Service Report System for Student Achievement Data Collection	MAY 27, 2010 Financial Report April Audit Open Items & Requirements changes Staff Reduction ULA Resolution North Education Center (NEC) Facility Committee Report Non-Tenured Non-Renewals & Probationary Non-Licensed & Clerical Layoffs		
JUNE 10, 2010 Superintendents Evaluation	JUNE 24, 2010 Financial Report May Employment Guides for Unaffiliated and Admin. Student Achievement in the Area of Reading 2010-11 Budget North Education Center (NEC) Facility Committee Report		
JUNE 24, 2010 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 st Meeting of the Month	2 nd Meeting of the Month
<i>Only one Board meeting this month!</i>	JULY 22, 2010 Financial Report June North Education Center (NEC) Facility Committee Report Legislative Session Review & Implications for District Operations C-Train Update
<i>Only one Board meeting this month!</i>	AUGUST 26, 2010 Financial Report July North Education Center (NEC) Facility Committee Report 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)
SEPTEMBER 9, 2010 Superintendent Goals Closed Session on Negotiation	SEPTEMBER 23, 2010 Financial Report August North Education Center (NEC) Facility Committee Report PLC’s Instructional Report - Student Achievement & Measurement of Progress (will include AYP). (Jane & Laura) Resolution Authorizing 287 to purchase Edgewood (Don Lifo may come to Board Meeting)
OCTOBER 14, 2010 Prior Year Agenda Review Strategic Plan – Role of the School Board (Steven Barone)	OCTOBER 28, 2010 Financial Report September North Education Center (NEC) Facility Committee Report Strategic Plan Update MSTA – Instructional Report
NOVEMBER 11, 2010 <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 North Education Center (NEC) Facility Committee Report
DECEMBER 9, 2010 <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 North Education Center (NEC) Facility Committee Report

INFORMATIONAL ITEMS TO REMEMBER:

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

INTERMEDIATE DISTRICT 287
May 27, 2010
SCHOOL BOARD CALENDAR

**PROPOSED
DATES**

May 2010

26	Wednesday	North Vista Graduation	TIME CHANGE →	7:00PM	Board Rm
27	Thursday	General Board Meeting		6:30PM	Board Rm

June 2010

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

Intermediate District 287

RESPONSIVE. INNOVATIVE. SOLUTIONS.

Graduation & Special Events Schedule

Location Change 4/14/10	VECTOR Graduation Brunch Tuesday, May 25, 2010 8:15 AM @ South Education Center 7450 Penn Avenue South, Richfield, 55423	Location Change 4/14/10
	<u>Linda Johnson</u> _____ _____	_____ _____ _____
Please Note: TIME CHANGE	North Vista Graduation Wednesday, May 26, 2010 7:00 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> _____ _____
	Hosterman Graduation Wednesday, June 2, 2010 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> _____ _____
	City West Academy Graduation Thursday, June 3, 2010 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>	_____ _____ _____
New added 3/31/10	Phase/Intersect Graduation Thursday, June 3, 2010 12:00 PM @ South Education Center Gym 7450 Penn Avenue South, Richfield, 55423	New added 3/31/10
	<u>Sally Johnson</u> _____ _____	_____ _____ _____

SEC Alternative Graduation Thursday, June 3, 2010 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>
VENTURE Secondary/InVEST High School Graduation Friday, June 4, 2010 9:00 AM @ NWTC - 2nd Floor 7008 Northland Drive, Brooklyn Park, 55428	
New added 4/13/10	New added 4/13/10
FOCUS Graduation Friday, June 4, 2010 9:30 AM @ South Education Center Gym 7450 Penn Avenue South, Richfield, 55423	
New added 3/31/10	New added 3/31/10
<u>Linda Johnson</u>	
Prairie Center Alternative Graduation Friday, June 4, 2010 10:00 AM @ Eden Prairie Community Center 16700 Valley View Road, Eden Prairie, 55346-4243	
<u>Don Draayer</u> <u>Carol Bomben</u>	<u>Michèle Kunz</u>
VECTOR/InVEST Transition North Graduation Friday, June 4, 2010 12:30 PM @ HTC North Campus 9000 Brooklyn Boulevard, Brooklyn Park, 55445	
<u>Pam Rykken</u> <u>Carol Bomben</u>	<u>Michèle Kunz</u> <u>Ann Bremer</u>
Bren Road Graduation Tuesday, June 8, 2010 3:45 PM @ Bren Road 11140 Bren Road West, Minnetonka, 55343	
New added 4/13/10	New added 4/13/10
<u>Michèle Kunz</u> <u>Don Draayer</u>	

Epsilon Graduation Wednesday, June 9, 2010 1:30 PM & 3:30 PM @ Hennepin County Home School 14300 County Road 62, Minnetonka, 55345	
<u>Don Draayer</u> <u>Carter Peterson</u> _____	<u>Carol Bomben</u> _____ _____
Edgewood Graduation Wednesday, June 9, 2010 6:30 PM @ HTC North Campus 9000 Brooklyn Boulevard, Brooklyn Park, 55445	
<u>Ann Bremer</u> <u>Michèle Kunz</u> _____	<u>Greg Thielsen</u> _____ _____
Richfield Transition Plus Graduation Friday, June 11, 2010 8:30 AM @ South Education Center Gym 7450 Penn Avenue South, Richfield, 55423	
<u>Ann Bremer</u> <u>Greg Thielsen</u>	_____ _____

**New added
3/31/10**

**New added
3/31/10**