



Robbinsdale Area Schools School Board Meeting Agenda

Monday, December 3, 2012 at 8:00 PM

Work Session

Education Service Center Boardroom, 4148 Winnetka Avenue North,
New Hope, Minnesota

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1. Alternative Learning Center (ALC) Graduation Requirements 2
Presenter: Superintendent Sicoli
Time: 8:00 - 8:20 p.m.
 2. Community Connect Discussion 7
Presenter: Patsy Green/Helen Bassett/Mark Bomchill
Time: 8:20 - 8:40 p.m.
 3. Designate Board Member to Serve on Brooklyn Bridge Alliance Board 8
Presenter: Superintendent Sicoli/Al Ickler
Time: 8:40 - 8:45 p.m.
 4. Board Officers for 2013
Presenter: Chair Van Heel
Time: 8:45 - 9:00 p.m.

2012 Minnesota Statutes

[Pdf](#)

123A.06 STATE-APPROVED ALTERNATIVE PROGRAMS AND SERVICES.

Subdivision 1. Program focus. (a) The programs and services of a state-approved alternative program must focus on academic and learning skills, applied learning opportunities, trade and vocational skills, work-based learning opportunities, work experience, youth service to the community, transition services, and English language and literacy programs for children whose primary language is a language other than English. Applied learning, work-based learning, and service learning may best be developed in collaboration with a local education and transitions partnership, culturally based organizations, mutual assistance associations, or other community resources. In addition to offering programs, the state-approved alternative program shall coordinate the use of other available educational services, special education services, social services, health services, and postsecondary institutions in the community and services area.

(b) Consistent with the requirements of sections [121A.40](#) to [121A.56](#), a school district may provide an alternative education program for a student who is within the compulsory attendance age under section [120A.20](#), and who is involved in severe or repeated disciplinary action.

Subd. 2. People to be served. A state-approved alternative program shall provide programs for secondary pupils and adults. A center may also provide programs and services for elementary and secondary pupils who are not attending the state-approved alternative program to assist them in being successful in school. A center shall use research-based best practices for serving English learners and their parents. An individualized education program team may identify a state-approved alternative program as an appropriate placement to the extent a state-approved alternative program can provide the student with the appropriate special education services described in the student's plan. Pupils eligible to be served are those who qualify under the graduation incentives program in section [124D.68](#), subdivision 2, those enrolled under section [124D.02](#), subdivision 2, or those pupils who are eligible to receive special education services under sections [125A.03](#) to [125A.24](#), and [125A.65](#).

Subd. 3. Hours of instruction exemption. Notwithstanding any law to the contrary, the area learning center programs must be available throughout the entire year.

Subd. 4. Granting a diploma. Upon successful completion of the area learning center program, a pupil is entitled to receive a high school diploma. The pupil may elect to receive a diploma from either the district of residence or the district in which the area learning center is located.

History: [1987 c 398 art 8 s 35](#); [1988 c 718 art 6 s 15](#); [1993 c 146 art 5 s 16](#); [1Sp1995 c 3 art 4 s 21](#); [1Sp1997 c 4 art 3 s 17](#); [art 6 s 14](#); [1998 c 397 art 5 s 104](#); [art 11 s 3](#); [1998 c 398 art 2 s 34,35](#); [1998 c 398 art 5 s 55](#); [1999 c 241 art 2 s 6,7](#); [1Sp2003 c 9 art 1 s 1](#); [2006 c 263 art 1 s 2](#); [2009 c 96 art 2 s 30](#); [1Sp2011 c 11 art 3 s 12](#); [2012 c 239 art 1 s 33](#)

Resources

- [About Minnesota Statutes](#)
- [2012 Table of Chapters](#)
- [2012 Statutes New, Amended or Repealed](#)
- [Chapter 123A Table of Sections](#)
- [Chapter 123A Text](#)

Topics

- [Chemically Dependent Persons](#)
- [Child Care Sliding Fee Program](#)
- [Community Service](#)
- [Criminal Sexual Conduct](#)
- [Education Department](#)
- [English Language](#)

Recent History

- [2009 123A.06 Amended 2009 c 96 art 2 s 30](#)
- [1999 Subd. 1 Amended 1999 c 241 art 2 s 6](#)
- [2006 Subd. 2 Amended 2006 c 263 art 1 s 2](#)
- [1999 Subd. 2 Amended 1999 c 241 art 2 s 7](#)
- [2003 Subd. 3 Amended 1Sp2003 c 9 art 1 s 1](#)

Minnesota
Department
of Education

December 6, 2011

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

Dear Superintendent Lewandowski,

This letter is in response to your letter dated November 14th, 2011, regarding credit requirements established by districts and their relation to area learning center (ALC) programs.

Minnesota Statutes 123.06, subdivision 4 states, "Upon successful completion of the area learning center program, a pupil is entitled to receive a high school diploma." The statute is unclear about what constitutes "successful completion of the area learning center program."

We understand Intermediate District 287's argument that the language of the statute does not explicitly mention the need to complete the graduation requirements of a student's resident district or district in which the ALC is located. We also understand the inherent difficulty with managing a large group of students with a wide variety of graduation requirements.

However, it could be argued that the legislature intended districts to have control over the requirements to receive their diploma, and by allowing the ALC to set their own graduation requirements, it removes the resident district's control. There is also a concern that by allowing students to receive a district diploma without meeting all of the district's graduation requirements, students may transfer to the ALC for the lower requirements and to graduate earlier. There is also concern that it is unfair to district students who are essentially punished for remaining in their resident district.

Unfortunately, we are unable to turn back the clock and ask the legislature that passed this language what their intent was. We are only able to rely upon the language itself, and in this case it is ambiguous.

While it is unclear whether or not the statute permits intermediate districts from using their own graduation requirements to issue a diploma, there is not language that expressly forbids it. It may be of benefit to your organization to explore two options: 1) seek a compromise between your member districts on a set of graduation requirements for all Intermediate School District 287 students, or 2) pursue legislation which would explicitly grant intermediate districts the ability to issue diplomas from the districts described in subdivision 4 upon completion of graduation requirements specified by the ALC.

If you require further assistance, please let us know.

Sincerely,


Elia Bruggeman
Assistant Commissioner

c: Dave Bakke
Daron Korte
1500 Highway 36 West, Roseville, MN 55113-4266 651-582-8200 TTY: 651-582-8201

education.state.mn.us

Sara J. Ruff,
Attorney at Law

1820 Xenium Lane North, Plymouth MN 55441 • Phone: (763) 550-7102 • Fax: (763) 550-7299 • sjruff@district287.org

April 19, 2012

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

Dear Superintendent Lewandowski:

Recently you asked for a legal opinion regarding the ability of District 287's member districts to agree on a uniform set of graduation requirements for all students enrolled in District ALC programs. This proposal requires an interpretation of the provisions of Minnesota Statutes § 123A.06, Subd. 4, which reads: "Upon successful completion of the area learning center program, a pupil is entitled to receive a high school diploma. The pupil may elect to receive a diploma from either the district of residence or the district in which the area learning center is located."

I understand from our conversations that the Hennepin County Dropout Initiative has identified several systemic barriers to graduation, one of which is the differing credit requirements established by districts and the effect of this on ALC students (who most likely have moved frequently and/or dropped out of school at least once). The District has analyzed the graduation requirements of 16 metro area districts and found that they vary widely in the number of years students must take certain subjects, the number and type of electives required, and the total class time required to satisfy districts' requirements.

State and Local Graduation Requirements

The State of Minnesota requires a minimum of 21.5 credits over four years to earn a high school diploma. After using a system to equate credits regardless of the type of schedule the district uses, the District found that four of the 16 districts studied required the same number of credits, or slightly more, than the state requirements. At the other end of the spectrum, four of the districts required dramatically more credits; nearly an entire additional year's worth of credits.

This variation can create quite a challenge for ALC students and raises the question of how the Minnesota Statutes § 123A.06 is to be interpreted. Consider a student in an ALC program who has earned 21.5 credits in the required subject areas and completed the state's requirements for a high school diploma. If "successful completion of an ALC program" means fulfilling the state's graduation requirements, that student may exercise his or her statutory right to elect to receive a

diploma. If, however, “successful completion of an ALC program” is interpreted to mean that the student has met the graduation requirements established by his or her district of residence or by the district in which the ALC is located, that same student may still have to complete more than a full semester of work before he or she is eligible for a diploma.

Statutory Interpretation

One of the principles of statutory construction is to give meaning to each word in the statute. Minn. Stat. §645.17. The statute reads “Upon successful completion of an area learning center program, a pupil is entitled to receive a high school diploma.” To give meaning to this statute, it is reasonable to interpret it without modification. If the legislature had intended to require a student to only receive a diploma upon successful completion of the graduation requirements of the pupil’s district of residence, the statute would contain this limitation

Because the statute specifies that successful completion of the ALC program, not successful completion of any particular district’s graduation requirements, is what entitles a student to a high school diploma, it appears the Legislature recognized that the former does not necessarily equal the latter. Moreover, the Legislature provided area learning centers with the statutory authority to define successful completion. This definition would be created within certain parameters, such as ensuring that students have fulfilled the state’s graduation requirements, but would not have to vary from student to student depending on his or her district of residence.

The Minnesota Department of Education (MDE) has indicated that the statutory language of Minn. Stat. §123A.06 is ambiguous and has declined to interpret the statute to equate “successful completion of an area learning center program” with “successful completion of graduation requirements.” As a result, there is some question as to what a student has to “complete” in order to be entitled to “elect to receive a diploma from either the district of residence or the district in which the area learning center is located.”

MDE has suggested another way to define “successful completion” that it believes would be in keeping with both the statutory language and the control that local districts have traditionally exercised over graduation requirements. In a letter dated December 6, 2011, MDE Assistant Commissioner Elia Bruggeman stated that District 287 could “seek a compromise between your member districts on a set of graduation requirements for all Intermediate School District 287 [ALC] students.”

For the reasons set forth above, it does not appear that the statute requires such an agreement in order for a student who has successfully completed an ALC program to receive a high school diploma. Nevertheless, I do agree with the Department that an agreement among member districts and District 287 on a uniform set of graduation requirements would achieve the same

result, and this solution is legally permissible. Such an agreement would go a long way toward removing a significant barrier to the ability of ALC students to earn a high school diploma. Please let me know if you have any questions or would like further information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sara Ruff", written in a cursive style.

Sara J. Ruff

cc: Dr. Jane Holmberg
Anne Becker

Board Briefing – December 3, 2012
Community Connect Update
Proposed Listening Session with Cultural Liaisons
Presenter, Director Bassett

The CCC began its efforts at outreach to underserved constituents by targeting the families of students living in apartments. There were a number of audiences viewed as underserved including:

- Senior citizens
- Young professionals without students in our schools
- English Language Learners
- Business leaders
- Faith Community
- Students and families residing in apartment complex (as previously mentioned)
- 281 Choice is Yours (CIY) families living outside of district
- Parents of preschoolers

Initial efforts

In the spring of 2011, about 12 – 15 parents attended the first outreach meeting, held at Eden Park Apartments, along with quite a few students. Two subsequent apartment visits took place as part of this effort. One return visit to the Eden Park Complex and another visit to the Winnetka apartments. In each subsequent apartment visit, the turnout was much less than desired.

Next Steps

The Community Connect Committee (CCC) met with Program Director Marcellus Davis at its November meeting. Committee members provided Director Davis with background information about the CCC and talked about some of the lessons learned during the past years efforts related to apartment complex outreach. Committee members agreed that assessing past efforts was important and brainstormed ways to maximize the efforts of board directors and senior staff in reaching out to underserved constituents and families, living in apartments. Board directors recognized the talent and experience of the districts Cultural Liaisons. Engaging the cultural liaisons in a dialogue will allow the CCC, to elicit their help in visioning how to improve the quality and outcomes of CCC efforts. Board directors proposed that a listening session occur with all cultural liaisons, at their next regularly scheduled meeting, which is on December 10. Prior to the meeting, CCC members will brief the board to gather more feedback.

Brief Overview of Apartment Outreach Implementation

As part of the initial planning for the visits, Director Beekman provided directors with the locations of the apartment complexes within the district and the number of Robbinsdale School District students within each complex. The first visit occurred at the complex with the highest number of students. The first visit occurred at the Eden Park Apartments in Brooklyn Park. This event included participation by the Superintendent, 3 Principals; several Community Education staff; the district communications and equity program directors and at least four school board directors. Pizza, and water refreshments was provided. Local businesses donated the refreshments and the Superintendent contributed. Staff of the apartment complex did the majority of the outreach to parents, secured gift cards for attendees, and assisted in the food set up, which was in the complex party room. About 12 – 15 parents attended the first meeting, at Eden Park Apartments, along with quite a few students. Parents invited everyone to return for a follow-up, which occurred the following Spring. Two subsequent apartment visits took place as part of this effort. In each subsequent apartment visit the turnout was much less than desired. Note:

Sustainability.



MEMO

DATE: December 3, 2012

TO: Members of the School Board
Superintendent Aldo Sicoli

FROM: Al Ickler
Executive Director – Community Education

RE: Brooklyn Bridge Alliance for Youth

The School Board adopted the Brooklyn Bridge Alliance for Youth Joint Powers Agreement on October 22, 2012. The collaborative includes the cities of Brooklyn Park and Brooklyn Center, as well as the school districts that serve the students of the two cities, and the county. The Joint Powers Agreement describes the purpose, the leadership structure, and the financing of the collaborative.

The board will discuss the Alliance and decide which school board member will serve as a board member of the Alliance, and who would serve as the alternate. The appointment is for one year, and the Alliance's board intends to meet quarterly.

THE BROOKLYN BRIDGE ALLIANCE FOR YOUTH

A JOINT POWERS AGREEMENT

The parties to this Agreement may include the City of Brooklyn Center, City of Brooklyn Park, Hennepin County, Anoka-Hennepin School District, Brooklyn Center Schools, Osseo Area Schools and Robbinsdale Area Schools, all of which are governmental units within the State of Minnesota. This Agreement is made pursuant to Minnesota Statutes, Section 471.59.

ARTICLE I. GENERAL PURPOSE

The general purpose of this Agreement is to create a collaborative initiative through which the parties may cooperatively create a community-wide vision that will focus on developing a detailed action plan to collaborate in support of positive youth development opportunities for all youth in Brooklyn Center and Brooklyn Park. The parties hereby form a joint powers organization for that purpose, which shall be named The Brooklyn Bridge Alliance for Youth (herein referred to as the “Alliance”). The Alliance will concentrate on encouraging community partnerships that will improve the factors building positive youth development and diminish or eliminate influences that limit healthy youth development. The Alliance will serve as a formal collaborative structure to assemble permanent partnerships within and across member organizations that will be responsible for implementing this action plan.

ARTICLE II. PARTIES

Section 2.1. Eligible Members. The governmental units that are eligible to become parties to this Agreement are the City of Brooklyn Center, the City of Brooklyn Park, Hennepin County, Anoka-Hennepin School District, Brooklyn Center Schools, Osseo Area Schools, Robbinsdale Area Schools and such other governmental units as are

admitted in accordance with Section 2.2.

Section 2.2. Additional Members. Any additional governmental unit desiring to enter into this Agreement shall seek approval of the Alliance Board of Directors. If the Board approves the addition of the proposed Member it shall specify the contribution to be made by the proposed Member in accordance with Section 5.1.

Section 2.3 Membership Process. Government units authorized to become a Member under Section 2.1 or 2.2 will become a Member upon filing of a duly executed copy of this Agreement, together with a certified copy of the authorizing resolution or other action, with the fiscal agent.

ARTICLE III. MEETINGS, ELECTIONS, AND DUTIES OF COMMITTEE MEMBERS

Section 3.1. Fiscal Agent. The City of Brooklyn Park will act as the fiscal agent of the Alliance unless otherwise specified by the Board of Directors. The fiscal agent may be authorized by the Board to hire employees or contract for services as necessary to carry out the functions of the Alliance. The Alliance shall defend and indemnify the fiscal agent by, and to the extent of, insurance coverage, to protect against claims arising out of the actions and inactions of the fiscal agent in providing financial services and hiring employees or contracting for services to the Alliance under this Section.

Section 3.2. Alliance Board Members. Each Member will appoint one member of its governing body as a voting Director of the Alliance Board of Directors. Each Member shall appoint an Alternate Director who may participate in Board meetings but may only vote in the absence of that Member's Director. The city managers of the cities of Brooklyn Center and Brooklyn Park shall each appoint two additional Directors, one from each city's police department and one from each city's parks and recreation department. Such additional Directors shall each have one vote. Board members shall serve at the pleasure of the appointing authority.

Section 3.3. Ex-Officio Advisory Board Members. The Board will also include ex officio, non-voting Advisory Board Members, who will serve in an advisory capacity only, appointed by Hennepin Technical College and North Hennepin Community College, which are not Members of the Alliance. Both colleges are members of the Minnesota State Colleges and Universities System. Such ex officio Advisory Board Members will receive notice of meetings of the Board and may participate in Board meetings as Advisory Board Members, but may not make, second or vote on motions, and may not serve as officers.

Section 3.4. Officers. At the first organizational meeting of the Alliance, the Board shall elect from its members a Chair and Vice Chair or co-Chairs, a Secretary and a Treasurer. The office of Secretary and Treasurer may be combined. The new officers shall take office for the calendar year in which they are elected. An officer may serve only while a Director. The Board may appoint a Recording Secretary and Assistant Treasurer who need not be Directors.

Section 3.5. Meetings. At the first organizational meeting, or as soon thereafter as may reasonably be done, the Board shall determine its procedures, including the time, place, and frequency of its meetings. The Chair shall ensure that notice by email, mail or personal delivery shall be given of the time and place of the meeting to all Directors. The Alliance shall comply with the requirement of the Minnesota Open Meeting Law, Minn. Statutes, Chapter 13D.

Section 3.6. Duties of Alliance Members. The Alliance and its Members will work to support the shared vision and implement strategies that best leverage resources, both human and financial, to improve access and quality of positive youth development opportunities.

ARTICLE IV. ALLIANCE POWERS

Section 4.1. Employment. The Board may employ permanent and temporary employees, as it may require, and determine their qualifications, duties and compensation.

Section 4.2. Local Services. The Board may use the services of staff of any Member on such terms and conditions as are agreed upon by the Board and the Member.

Section 4.3. Contracts. The Board may execute contracts or other instruments as are necessary for the purposes of this Agreement.

Section 4.4. Task Force Members. The Board may appoint such task forces or committees as it deems necessary. The task forces or committees so appointed may include persons who are not Directors and representatives of parties that are not Members, but must include a representative of at least one Member.

Section 4.5. Expenditures. The Board may receive and expend funds from public and private sources for its purposes. The Board may accept gifts or grants of money or other property for its purposes.

Section 4.6. Insurance. The Board shall procure public liability insurance with such limits as it deems appropriate. However, such insurance shall provide coverage for at least the amount of the liability limits set forth in Minnesota Statutes, Section 466.04. In addition, the Board shall procure insurance for the benefit of the fiscal agent to cover the indemnification obligation of the Alliance under Section 3.1.

Section 4.7. General. The Alliance may take all such other actions as are necessary or convenient to carry out its purposes.

ARTICLE V. FINANCING

Section 5.1. Funding. Operating funds of the Alliance shall be provided and furnished in each calendar year by each of the Members in accordance with the following schedule:

	<u>2012</u>	<u>2013</u>	<u>2014</u>
City of Brooklyn Center	\$50,000	\$50,000	\$50,000
City of Brooklyn Park	\$50,000	\$50,000	\$50,000
Hennepin County	\$25,000	\$50,000	\$50,000
Anoka-Hennepin School District		\$ 5,000	\$ 5,000
Brooklyn Center Schools		\$ 5,000	\$ 5,000
Osseo Area Schools	\$ 10,000	\$ 10,000	
Robbinsdale Area Schools		\$ 5,000	\$ 5,000

For the calendar year 2012, funds shall be provided within thirty (30) days of the effective date of this Agreement as specified in Article IX.

For calendar years 2013 and 2014, funds shall be provided by the Alliance Members within thirty (30) days of receipt of a copy of the budget approved by the Board, submitted on an annual basis. With the support of two-thirds of Directors, the Chair may request that the Members make a voluntary payment of up to an additional 15 (fifteen) percent for each year this Agreement is in effect.

Section 5.2. Base Budget. For the calendar year 2013, the Board shall prepare a budget as soon as is practicable after its organization. Each year thereafter, the Board shall prepare an annual base budget for the ensuing calendar year. The budget shall show estimated expenses of operation and the amount to be paid by each of the Members, to be apportioned among them, up to the amount specified in Section 5.1. If a majority of the Directors vote in favor of the budget and if those voting in favor include representatives of half or more of the Members, the budget shall be approved. After the base budget has been approved, the Chair shall give written notice to each of the Members of the amount owing for the base budget. The funds for such budget shall be provided by Members within thirty (30) days of written notice. If the

amount of the budget is less than the sum of the contributions of the Member listed in Section 5.1, the contribution of each Member shall be prorated on the basis of the amounts listed in Section 5.1.

Section 5.3. Supplementary Budget. The Chair may prepare and provide a supplementary budget in addition to the base budget. Any funding of the supplementary budget shall be by voluntary contributions by Members, income, gifts, grants and sources other than public funds provided under subsections 5.1 and 5.2. The supplementary budget shall be approved in the same manner as the base budget.

Section 5.4. Interest. Interest accrued on Alliance funds may be used by the Board for any lawful purpose.

ARTICLE VI. WITHDRAWAL

Any Member may at any time give written notice of withdrawal from the Alliance. Withdrawal after January 1st of any year shall not relieve the Member from its obligation to contribute its share to the budget for that year in accordance with Article V.

ARTICLE VII. DISSOLUTION

Section 7.1. Dissolution. The organization shall be dissolved upon adoption of resolutions of dissolution by a majority of all remaining Members of the Alliance.

Section 7.2. Assets Upon Dissolution. Upon dissolution, the remaining non-cash assets of the organization, after payment of all obligations, shall be distributed among the remaining Members as determined by the Board. Cash assets shall be distributed among remaining Members prorated by their cumulative contributions made in accordance with Sections 5.1 and 5.2.

ARTICLE VIII. DURATION

This Agreement shall continue in effect until December 31, 2014 unless the parties agree upon an Agreement extension. Upon termination, assets shall be distributed in accordance with Section 7.2.

ARTICLE IX. EFFECTIVE DATE.

This Agreement shall become effective upon approval and execution by the following parties: City of Brooklyn Center, City of Brooklyn Park, Hennepin County and Osseo Area Schools.

City of Brooklyn Center

By: _____
Its: _____

And by: _____
Its: _____

City of Brooklyn Park

By: _____
Its: _____

And by: _____
Its: _____

Hennepin County

By: _____
Its: _____

And by: _____

Its: _____

Anoka-Hennepin School District

By: _____

Its: _____

And by: _____

Its: _____

Brooklyn Center Schools

By: _____

Its: _____

And by: _____

Its: _____

Osseo Area Schools

By: _____

Its: _____

And by: _____

Its: _____

Robbinsdale Area Schools

By: _____

Its: _____

And by: _____

Its: _____