



**Learning Year Programs
Guidebook for Member Districts'**

ALC Satellite Services on Site

(MS – HS through age 21)

SatelliteServices@hved.org

and

ALC Targeted Services on Site

(Kindergarten – Grade 8)

TargetedServices@hved.org

2023-2024

TABLE OF CONTENTS

PROGRAM ELIGIBILITY PER MN STATE STATUTE 124D.68	3
REVENUE GENERATED FORMULAS by Learning Year Programs (page 1 of 2 and page 2 of 2)	4 - 5
ALC PROGRAM NOTES	6 - 10
MEMBER DISTRICT REIMBURSEMENT FOR STAFFING COSTS	11
ALC RULES AND REGULATIONS BASED ON MN STATUTE	12 - 14
ROLES AND RESPONSIBILITIES	
Member District's Licensed Administrator	15
Member District's Business Manager	15
Member District's Teacher	16
Member District's Para	16
Member District's Student Tutor	16
HVED MARSS Coordinator	16
General Notes on the Financial Process	16
SUPPORTING DOCUMENTS	
Minnesota Department of Education's Alternative Education Mission	17
State-Approved Alternative Programs Definitions	18
Programs Descriptions: ALC Satellites: Independent Study, Seat-based, Credit-Recovery	18
CONTINUOUS LEARNING PLAN (link is available on pages 19 & 20 of this guidebook)	
Satellite CLP for MS – HS grades through age 21	19 - 20
Targeted Services CLP for grades K-8	21
Purchase Agreement	
Purchase Agreement Based on Student Membership	22

HVED ALC Handbook Online at HVED:

<https://www.hved6013.org/page/3672>

**State Approved Alternative Programs Resource Guide Online at
Minnesota Association of Alternative Programming (MAAP):**

[file:///C:/Users/Melissa%20Rose/Downloads/SAAP%20Reference%20Guide_FINAL%20Update_January%202020%20\(6\).pdf](file:///C:/Users/Melissa%20Rose/Downloads/SAAP%20Reference%20Guide_FINAL%20Update_January%202020%20(6).pdf)

2022 Minnesota Statutes

124D.68 GRADUATION INCENTIVES PROGRAM. <https://www.revisor.mn.gov/statutes/cite/124d.68>

Subdivision 1. Purpose. The legislature finds that it is critical to provide options for children to succeed in school. Therefore, the purpose of this section is to provide incentives for and encourage all Minnesota students who have experienced or are experiencing difficulty in the traditional education system to enroll in alternative programs.

§

Subd. 2. Eligible pupils. (a) A pupil under the age of 21 or who meets the requirements of section [120A.20](#), subdivision 1, paragraph (c), is eligible to participate in the graduation incentives program, if the pupil:

(1) performs substantially below the performance level for pupils of the same age in a locally determined achievement test.

(2) is behind in satisfactorily completing coursework or obtaining credits for graduation.

(3) is pregnant or is a parent.

(4) has been assessed as chemically dependent.

(5) has been excluded or expelled according to sections [121A.40](#) to [121A.56](#);

(6) has been referred by a school district for enrollment in an eligible program or a program pursuant to section [124D.69](#);

(7) is a victim of physical or sexual abuse.

(8) has experienced mental health problems.

(9) has experienced homelessness sometime within six months before requesting a transfer to an eligible program.

(10) speaks English as a second language or is an English learner.

(11) has withdrawn from school or has been chronically truant; or

(12) is being treated in a hospital in the seven-county metropolitan area for cancer or other life-threatening illness or is the sibling of an eligible pupil who is being currently treated, and resides with the pupil's family at least 60 miles beyond the outside boundary of the seven-county metropolitan area.

(b) A pupil otherwise qualifying under paragraph (a) who is at least 21 years of age and not yet 22 years of age, and is an English learner with an interrupted formal education according to section [124D.59, subdivision 2a](#), is eligible to participate in the graduation incentives program under section [124D.68](#) and in concurrent enrollment courses offered under section [124D.09, subdivision 10](#), and is funded in the same manner as other pupils under this section.

PROGRAM ELIGIBILITY PER MN STATUTE

REVENUE GENERATED FORMULAS for LEARNING YEAR PROGRAMS

Unrestricted Revenue Generated for Grade K (summer program only available for repeat K) Targeted Services:

GER: \$5,117 (SFY 2023-2024) is the revenue limit for Targeted Services students

850 hours (K) x .2=170 maximum additional hours of revenue earned.

$\$5,117 \times .2 = \$1,023.40$ maximum revenue per student up to a .2 ADM cap per learning year

$\$1,023.40/170 = \6.02 earned per student per membership hour

(The teacher/student ratio: the student generates \$6.02 per hour of programming in K)

For K students: There is a maximum of 170 hours (representing the .2) to be shared between any Districts for any Targeted Services programming per student per school year. This information must be included in the JMC MARSS record Referral Process.

For District staffing purposes: $\$1,023.40/170 = \6.02 earned per student, per membership hour. In order to balance your budget, the number of students served should generate the revenue to cover the staffing expenses. Other approved program expenses will only be considered an option if your expense ratio is less than 90% of total revenue. The remaining 10% of program revenue will be used for HVED administration.

Unrestricted Revenue Generated for Grades 1-6 Targeted Services:

GER: \$5,117 (SFY 2023-2024) is the revenue limit for Targeted Services students

935 hours (1-6) x .2=187 maximum additional hours of revenue earned.

$\$5,117 \times .2 = \$1,023.40$ maximum revenue per student up to a .2 ADM cap per learning year

$\$1,023.40/187 = \5.47 earned per student per membership hour

(The teacher/student ratio: the student generates \$5.47 per hour of programming in 1-6)

For 1-6 grade students: There is a maximum of 187 hours (representing the .2) to be shared between any Districts for any Targeted Services programming per student per school year. This information must be included in the JMC MARSS record Referral Process.

For District staffing purposes: $\$1,023.40/187 = \5.47 earned per student, per membership hour. In order to balance your budget, the number of students served should generate the revenue to cover the staffing expenses. Other approved program expenses will only be considered an option if your expense ratio is less than 90% of total revenue. The remaining 10% of program revenue will be used for HVED administration.

Unrestricted Revenue Generated for Grades 7-8 Targeted Services:

1.2 secondary weighted rate x .2 additional revenue cap = .24 ADM

GER: \$5,117 (SFY 2023-2024) is the revenue limit for Targeted Services students

1,020 (core hours) x .2 (cap) = 204 maximum hours of revenue possible for the .2 cap

1,020 (core hours) + 204 (.2 cap) = 1,224 maximum reimbursable hours of education

$\$5,117 (\text{GER}) \times .24 \text{ PUN} + \$1,228.08$ maximum revenue per student including the .2 ADM cap per learning year

$\$1,228.08 (\text{maximum revenue per student}) / 204 (\text{maximum number of hours}) = \6.02 earned per student membership hour during the core and extended learning year

For 7-8 grade students: There is a maximum of 204 hours (representing the .2) per student, per learning year to be shared between any Districts for Targeted Services programming. The maximum hours available per student must be included in the

Referral Process.

For District staffing purposes: $\$1,228.08/204 = \6.02 earned per student, per membership hour. In order to balance your budget, the number of students served MUST generate the revenue to cover the staffing expenses. Other program expenses will only be considered an option if your expense ratio is less than 90% of total revenue. The remaining 10% of program revenue will be used for HVED administration.

Unrestricted Revenue Generated for Satellite MS-HS through age 21 ALC core school day:

FYI the GER: \$6,863 (SFY 2022-2023) is the revenue earned for 1.0 all students.

Note: In all categories students must generate a full 1.0 ADM in the Core School Year with each District before they are eligible to capture the additional .2 funding in the ALC programming with HVED.

Unrestricted Revenue Generated for Satellite MS-HS through age 21 ALC Night School, Summer School and Satellites:

GER: $\$5,117 \times .24 = \$1,228.08$ maximum revenue per student up to a .2 ADM cap per learning year

*(Weighted ADM of 1.2 x ADM cap of .2 = .24)

1,020 hours (Satellite MS-HS through age 21) x .20 = 204 maximum additional hours of revenue earned

Note: Students in Satellite MS-HS through age 21 generate a weighted ADM of 1.2.

For Satellite MS-HS through age 21 grade students: There is a maximum of 204 hours (representing the .2) to be shared between any Districts for any ALC programming per student per school year. The maximum hours available per student must be included in the Referral Process.

For District staffing purposes: $\$1,228.08/204 = \6.02 earned per student, per membership hour. In order to balance your budget, the number of students served MUST generate the revenue to cover the staffing expenses. Other program expenses will only be considered an option if your expense ratio is less than 90% of total revenue. The remaining 10% of program revenue will be used for HVED administration.

On July 31 of any fiscal year the HVED Targeted Services and ALC Satellite reimbursement requests will close for the prior fiscal year.

ALC PROGRAM NOTES

Accountability

1. The Legislature, MDE, and the Governor's office is looking at Targeted Services to verify that schools are using the funding correctly. The state has considered cutting the funding for Learning Year Programs.
2. To evaluate the program's accountability, ALC Satellite and Targeted Services programs may be an agenda item on the Superintendents' and Principals' Advisory Council meetings to showcase programming that is proving (per student data) to be effective. The goal is to replicate effective programming throughout HVED.

ALP

1. A Member District may establish an Area Learning Program (ALP) for secondary students to address the learning needs of their own at-risk students but may opt not for students outside of their district and not for students K-8 in or out of their district (Targeted Services).

Budget

1. Teacher/Para/Student staffing ratio for budgetary purposes is calculated using the formulas as listed in the **Revenue Generated** section of this Guidebook.
2. Program budgets for approved programs will need to meet the 90/10 ratio to be approved. Only 10% will be reserved for HVED's operational expenses. Minnesota state Statute allows for 10% of the budget to be reserved for administrative services (§127A.47 Subd 7 (h)). The remaining 90% will cover student program costs including staffing, JMC, Edgenuity, and program supplies. We suggest that you keep a budget with the 90/10 ratio as a guideline for keeping your program solvent.
3. Statute requires no more than 10% of revenue be used for program administration. Dover-Eyota is the fiscal host for the GER earned by Targeted Services and Satellite students. For this service, Dover-Eyota receives a 2.5% fee. If there is a remaining balance, up to 7.5% will be used for HVED program administration. Districts will not be allowed to charge for room rental, food, custodial or other hosting costs.
4. We will be able to identify program revenue and expenses by Member District. Any budget overage or cushion will be kept in a pool for use within the ALC Satellite or Targeted Services program.

CLP

1. All students in an ALC Satellite or Targeted Services program must have a Continuous Learning Plan (CLP) updated annually. A copy of the CLP must be sent to HVED at the end of the first session a student is enrolled in the program. The member district should keep the original CLP on file. In the event of an audit, you may be required to produce the original document.
2. It is acceptable to complete one (1) CLP per Learning Year (LY) if the CLP addresses the entire LY. The posted CLP form is fillable. If you would prefer to update the CLP per session, you could save a copy and update each session.
3. Students need to have all paperwork, including the signed CLP, returned and filed with the school's designated program coordinator before they are allowed to participate in programming. They should not participate or be considered enrolled in an ALC Satellite or Targeted Services program until the completed, signed CLP form has been returned.
4. The current ALC Satellite CLP is available at: <https://www.hved6013.org/page/2647>
5. The current HVED Targeted Services CLP is available at: <https://www.hved6013.org/page/2649>

Curriculum

1. The purpose of TS and ALC Satellites is to progress student learning to grade level mastery. Students who are behind grade level or missing skill sets in math, reading, and social-emotional skills must be provided a learning environment that actually accelerates their learning. It is important to enroll the students who need help, identify, then remove any barriers that prevent students from getting the help they need.
2. ALC Satellite or Targeted Services programming **CANNOT** be used as homework help.
3. HVED recommends the use of FASTBridge to progress monitor students in math, reading, and social-emotional skills.
4. HVED recommends the use of Edgenuity which is a digital curriculum that teachers have access to use for classroom purposes with no effect on student count used within HVED member districts. Edgenuity is a program purchased by HVED and the Member Districts through Collaborative Early Intervening Services (CEIS) federal funds.

Expenses

1. Program costs may include supplies and materials with appropriate support services like secretarial and other related personnel.
2. Program costs may not include food, room rental, custodial services, or utilities used in general operation of the building.

GER

1. When the Member District calendar is set before the year begins, Districts have to *plan* to have at least 1020 hours (for secondary students). But, if the district calls for emergency closings that aren't made up, the District may fall below 1020 hours. For the calculation of ADMs, MDE refers to this as a "short" year. The result is that the district will generate a full 1.0 of GER for all students. Because the students do not generate a full 1.0 ADM, the time they spend in Targeted Services and ALC will be used to fill the 1.0 ADM and students may not be able to capture the full .2 ADM. This could be a significant loss of revenue to the Learning Year Programs. The HVED MARSS Student Error Report will highlight the discrepancy in revenue. Districts need to be aware of this.

"The traditional school will generate 1.0 ADM for a 'short' year but the ALC's ADM will be negatively impacted. The extended time ADM at the State Approved Alternative Program (SAAP) will be reduced to make up for the short year at the traditional school."

Sharon Peck, MDE

2. Districts receive General Education Revenue (GER) in the order of: online, district, ALC. HVED will capture the GER for students enrolled in ALC Satellite and Targeted Services.

Learning Year

1. Targeted Services must be offered throughout the 12-month learning year which runs from June 1 to May 31 of the following year. It is not allowable to combine all programming into a summer school option only. Member Districts must offer programming during the school year in order to be eligible to offer programming during the summer months.
2. ALL STATE APPROVED ALTERNATIVE PROGRAMS (ALC) Programs are Learning Year Programs (LYPs) which have a fiscal year of June 1 to May 31. Yes, this is one month off-cycle of the regular school district fiscal calendars of July 1 to June 30. All LYPs need to provide services throughout the school year and in the summer. If a member district chooses to not run a year round program and HVED is audited, MDE will require HVED to return the funding. In turn, HVED will invoice the member district for returned funding.
3. HVED must maintain control of the Targeted Services and ALC Satellite programming and budgets. MDE will audit HVED for programming and use of revenue and expenditures.
4. Only ALCs can provide the Targeted Services program for member Districts. HVED must retain program management as they are the responsible institution.

MARSS

1. Any student attending Targeted Services, ALC night school, ALC summer school, or an ALC Satellite is officially enrolled in HVED for the hours enrolled in the program. HVED's student information system is JMC. All student information should be entered and updated on the HVED Excel forms available on the HVED website.
2. In Targeted Services in 2015-2016, based on the MARSS report, approximately 57 students enrolled were over the .2 for revenue. Meaning, although those students may have needed the services and continued to attend the program, those students no longer generated revenue for the program. As long as there are enough revenue-generating students in attendance, the program will still operate in the black.
3. Student MARSS submissions will be occurring throughout the learning year (June 1 – May 31). HVED recommends that all summer programming (Session I, June only and Session II, July & August only) end by August 15. The summer edit to students' extended hours during the summer will be considered final by HVED by September 30. All school year programming (Session III, September – May) should end by May 15. The final edit to students' extended hours during the core school year will be considered to be final by HVED on May 31. **The September deadline for an HVED MARSS edit is important because it should eliminate last location warnings in the member districts MARSS reports.**
4. HVED will use JMC for MARSS enrollment and membership reporting.
5. HVED will keep three enrollment records; Session I to include June hours only (SFY 22-23 ends June 30 for standard school fiscal year), Session II to include July and August hours only (SFY 22-23 starts July 1 for standard school fiscal year) and Session III to include September – May hours only (included in SFY 22-23). Having three records per year is a visual reminder of the separate enrollments in MARSS. It allows for cleaner financial and MARSS records and a tighter referral system. If the reported student information crosses over between sessions, HVED will return the submission to the Member District for correction.
6. Member Districts must notify HVED by emailing SatelliteServices@hved.org or TargetedServices@hved.org and MDE, through regular MARSS reporting, if there is a change to the student's grade level during the learning year.

Restriction

1. Any remaining ALC Learning Year Programming funds after expenses will carry over into a restricted account in UFARS. Positive program balances will be retained in an HVED restricted fund balance for future programming needs.

Revenue

1. A student is not able to carry over the potential annual .2 funding from year to year.

For an elementary example, if a third grade student is behind grade level in reading, but does not attend Targeted Services to bring his/her reading skill up to grade level, the funding is lost for that year.

For a secondary example, if a high school freshman loses three credits during his/her first year of high school, but does not attend ALC night school, summer school, or a satellite program to make up those lost credits, the funding is lost for that year. And if the same student comes to ALC night school, summer school, or a satellite program after their junior year to make up the lost credits from previous years, the school can only capture the .2 for that junior year, and has lost access to the .2 of the freshman and .2 of the sophomore year.

2. **Student Attendance Affects Membership and Membership Affects Revenue**

Satellite Services and Targeted Services Programming continuous membership requires students to miss no more than five (5) consecutive scheduled TS or Satellite days (after the 5th consecutive absence, the student enrollment must be dropped). If the student is in attendance on the 6th day, you must re-enroll the student. HVED will report the membership hours generated and student attendance hours.

Each District is responsible for tracking student attendance and membership. An HVED Excel Workbook is available for use; this document has built in formulas, DO NOT convert to an online document. This document will be the only format accepted for budget and student information/MARSS submissions.

The ALC Satellite document can be found here: <http://www.hved6013.org/page/2647>.

The Targeted Services document is found at: <http://www.hved6013.org/page/2649>.

There will be a separate Budget and Attendance/Membership document for Session I (June only), Session II (July and August only) and Session III (September – May only). Dates are included on the session documents, be sure to use the correct one.

Students

1. ALC Satellite transcript courses will be listed as HVED courses and it will be the Member Districts responsibility to accept the credit into their program. The current list of Satellite courses is included on the document you use for Budget, Attendance and Membership Submissions: <http://hved6013.org/page/2647>.
2. Students are eligible for re-enrollment if they have not maximized their annual membership. Students are allowed to re-enroll if they have not met their program goals even if they do not generate any program revenue. The District will need to monitor students' eligibility to generate funds. It is necessary for program sustainability that sufficient revenue-generating students cover the loss of revenue by non-revenue-generating students. Any program revenue shortage will be paid by the member district.
3. All students must meet qualifying criteria for enrollment. (see this Guidebook, page 13).

Student Placement

1. Satellite Services and Targeted Services students who end the core school year in a grade level and are not going to be retained, need to be moved up to the next grade level for the start of the Learning Year (June 1). This is especially important for 8th graders enrolled in Targeted Services because 8th graders must transition

from Targeted Services to Satellite Services in the summer after completing their 8th grade core year.

2. MSBA Policy 513 has a retention policy which states students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year (the last day of the Core school year). HVED will use the date the student transitions to the next grade level to be the day after the last day of the Core school year unless a Member District school board policy states otherwise. It is the responsibility of the Member District to inform HVED of their transition policy.

Teachers

1. All teachers in a Satellite Services or Targeted Services program must be appropriately licensed and available to supervise paraprofessionals or student tutors within the program schedule.

HELP: An HVED email account has been set up to address any questions regarding ALC Learning Year Programming for ALC Satellites at SatelliteServices@hved.org or for Targeted Services at TargetedServices@hved.org.

Member District Reimbursement for Staffing Costs

1. MDE prefers that HVED enter into a contract with each Member District. The maximum HVED will reimburse the Member District is 90% of actual revenue generated based on student membership hours. Should expenses exceed the revenue threshold for a viable program, the Member District will be responsible for the budget shortfall.

The budget submission indicates an allowance of 90% as a budget target.

For example:

Student A: \$5.07 per hour revenue

 X two hours of programming

\$10.14 of revenue generated

 X 90% (maximum reimbursement)

\$ 9.13 reimbursement to Member District

Teacher A: \$40.00 per hour expense (based on Member District EA contract)

 X two hours of programming

\$80.00 of expense generated (plus fringe benefits of approximately 16%)

- 9.13 of reimbursement from HVED

\$70.87 Member District responsibility (plus fringe benefits of approximately 16%)

2. Districts are allowed to utilize students as program tutors at whatever rate they determine. A student tutor is also an option on a voluntary basis to fulfill requirements for National Honor Society or any other volunteer organization. The program tutor may only serve under the supervision of a licensed teacher.

2022 Minnesota Statutes

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

<https://www.revisor.mn.gov/statutes/cite/123A.06>

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. 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, taking into account the variations in students' backgrounds and needs and the amount of time and the staff resources necessary for students to overcome gaps in their education and to develop English proficiency and work-related skills. 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 or the intermediate district or educational cooperative responsible for the area learning center program.

2022 Minnesota Statutes

124D.68 GRADUATION INCENTIVES PROGRAM.

<https://www.revisor.mn.gov/statutes/cite/124D.68>

Subdivision 1.Purpose. The legislature finds that it is critical to provide options for children to succeed in school. Therefore, the purpose of this section is to provide incentives for and encourage all Minnesota students who have experienced or are experiencing difficulty in the traditional education system to enroll in alternative programs.

Subd. 2.Eligible pupils. (a) A pupil under the age of 21 or who meets the requirements of section [120A.20](#), subdivision 1, paragraph (c), is eligible to participate in the graduation incentives program, if the pupil:

- (1) performs substantially below the performance level for pupils of the same age in a locally determined achievement test;
- (2) is behind in satisfactorily completing coursework or obtaining credits for graduation;
- (3) is pregnant or is a parent;
- (4) has been assessed as chemically dependent;
- (5) has been excluded or expelled according to sections [121A.40](#) to [121A.56](#);
- (6) has been referred by a school district for enrollment in an eligible program or a program pursuant to section [124D.69](#);
- (7) is a victim of physical or sexual abuse;
- (8) has experienced mental health problems;
- (9) has experienced homelessness sometime within six months before requesting a transfer to an eligible program;
- (10) speaks English as a second language or is an English learner;
- (11) has withdrawn from school or has been chronically truant; or
- (12) is being treated in a hospital in the seven-county metropolitan area for cancer or other life threatening illness or is the sibling of an eligible pupil who is being currently treated, and resides with the pupil's family at least 60 miles beyond the outside boundary of the seven-county metropolitan area.

(b) A pupil otherwise qualifying under paragraph (a) who is at least 21 years of age and not yet 22 years of age, and is an English learner with an interrupted formal education according to section [124D.59, subdivision 2a](#), is eligible to participate in the graduation incentives program under section [124D.68](#) and in concurrent enrollment courses offered under section [124D.09, subdivision 10](#), and is funded in the same manner as other pupils under this section.

2022 Minnesota Statutes

124D.128 LEARNING YEAR PROGRAM TO PROVIDE INSTRUCTION THROUGHOUT YEAR.

<https://www.revisor.mn.gov/statutes/cite/124D.128>

Subdivision 1. Program established. A learning year program provides instruction throughout the year on an extended year calendar, extended school day calendar, or both. A pupil may participate in the program and accelerate attainment of grade level requirements or graduation requirements. A learning year program may begin after the close of the regular school year in June. The program may be for students in one or more grade levels from kindergarten through grade 12.

§Subd. 2. Commissioner designation. (a) A state-approved alternative program designated by the state must be a site. A state-approved alternative program must provide services to students who meet the criteria in section 124D.68 and who are enrolled in:

(1) a district that is served by the state-approved alternative program; or

(2) a charter school located within the geographic boundaries of a district that is served by the state-approved alternative program.

Subd. 5. Contracts. A district may contract with a licensed employee to provide services in a learning year program that are in addition to the services provided according to the master contract of employment for teachers or an equivalent contract for licensed employees who are not teachers. These additional services and compensation, if any, for the services must not become a part of the employee's continuing contract rights under section 122A.40 or 122A.41.

127A.47 Subd 7 (h). For the 90/10 Education District Using a Fiscal Agent School District (Dover-Eyota)

<https://www.revisor.mn.gov/statutes/?id=127A.47>

(h) An area learning center operated by a service cooperative, intermediate district, education district, or a joint powers cooperative may elect through the action of the constituent boards to charge the resident district tuition for pupils rather than to have the general education revenue paid to a fiscal agent school district. Except as provided in paragraph (f), the district of residence must pay tuition equal to at least 90 and no more than 100 percent of the district average general education revenue per pupil unit minus an amount equal to the product of the formula allowance according to section [126C.10, subdivision 2](#), times .0466, calculated without compensatory revenue, local optional revenue, and transportation sparsity revenue, times the number of pupil units for pupils attending the area learning center.

ROLES AND RESPONSIBILITIES

Member District's Licensed Administrator: Enter the proposed budget information, including staffing and anticipated student information, in the HVED Excel Budget and Attendance/Membership Submission document. For Satellite programs, the document is available here: <http://hved6013.org/page/2647>. For Targeted Services programming please use this link: <http://www.hved6013.org/page/2649>. After you have entered your budget data, you should save this document as a PDF and email to HVED for review and by HVED Learning Year Program Administrator and Committee. Satellite Services proposals should be emailed to SatelliteServices@hved.org. Targeted Services proposals should be emailed to TargetedServices@hved.org. If the budget is approved, HVED will route approved budget document to individuals you have listed on your budget submission document. NOTE, it is vital all requested individuals be listed on your budget submission. If the budget is not approved, the budget submission will be returned to the submitter with rationale. Budget modifications will need to be made and the budget may be re-submitted for approval. **The program cannot begin until approval is granted.**

Note: all employment is based on student need and student attendance. The budget is set on expected number of students served. If those students do not attend, the staffing is never initiated or if it is initiated, the staffing is eliminated as numbers decline.

HVED Board of Directors and Member District will enter into an *Agreement to Reimburse for Student Membership* (using Member District Collective Bargaining Agreement (CBA)) for the learning year. The HVED Executive Director, HVED Business Manager, and HVED MARSS Coordinator will create the documents. The HVED Board of Directors will approve recommended contracts as they are completed for the 2023-2024 school year and in April/May for the following learning year. These agreements are included at the end of this Guidebook.

After the *Agreements* are created, only the District Superintendent or designee as Licensed Administrator will recommend for hire the approved positions. Both *Agreements* for staff members are based on student enrollment. This means the phrase “based on student enrollment” must appear on any employment paperwork. The teachers or paras will not be scheduled to work if the student attendance and membership cannot support the staffing. The program will cease to operate if the revenue generated does not support the staffing unless the Member District agrees to continue the program at their own cost. The licensed program administrators at HVED and at the District level will be expected to collaboratively manage the program and staffing based on this information.

The Member District Administrator, or their designee, must submit a Continuous Learning Plan (CLP) and a final copy of the Attendance/Membership document for Session I (June only) due by June 30, for Session II (July and August only) due September 30 and for Session III (September 1 – May 31) due by May 31. The member district should retain the original CLP and attendance records. In the event of an audit, these documents will be required by MDE. Satellite Services documents should be emailed to SatelliteServices@hved.org. Targeted Services documents should be emailed to TargetedServices@hved.org.

Member District's Business Manager: will bill HVED at the conclusion of Session I (June hours only), Session II (July and August hours only) and Session III (September – May hours only) based on the *Agreement* and membership hours from the session. The HVED Business Manager will provide a report to the member district showing the correct amount to invoice based on reported student membership. The invoiced amount and the student membership must reflect a positive balance, unless the District is willing to take the additional costs required from other sources of revenue. If the program is operating in deficit spending, the Member District is responsible for the shortfall.

Member District's Teacher: Record student attendance daily.

Responsible for providing an educational environment that inspires the students to engage in education. The teacher should provide educational opportunities to accelerate the student's learning through HVED-approved research-based curriculum and instructional strategies, maintaining records as evidence of student learning, and encouraging the student to take educational risks to master grade level knowledge and skills. Responsible for creating, monitoring, and updating an individual Continuous Learning Plan (CLP) for each student.

After the fifth (5th) consecutive absence a student **must** be dropped from the program. If the student subsequently returns to programming, they can be re-added. All changes to enrollment should be recorded on the Attendance/Membership tracking document and communicated to the Member District Licensed Administrator.

If program attendance drops dramatically, it is the teacher's responsibility to notify the District Licensed Administrator immediately.

Member District's Para: Follow direction of the Member District's Teacher and the Licensed Administrator.

Member District's Student Tutor: Follow direction of the Member District's Teacher and the Licensed Administrator.

HVED MARSS Coordinator: HVED must follow the Region 5 MARSS submission schedule. For SAT/TS Sessions I, II and III programming, HVED will claim all SAT/TS hours during the sessions. The HVED MARSS Coordinator will run reports for calculating the generated revenue based on student membership reported by the Member District.

General Notes on the Financial Process:

1. At the conclusion of a session, the member district administrator, or their designee, is responsible for submitting the completed Membership/Attendance Excel document. This information will be used for processing the financial portion on the program. All requested information is needed for MARSS submissions. **Any Membership/Attendance Excel document submitted incomplete or not in the approved format will be returned to the member district.**
2. The program information will be entered in JMC.
3. JMC Reports will be created to show student attendance and membership. In addition, this spreadsheet will show revenue generated.
4. The HVED business manager will provide the member district business manager a copy of this spreadsheet to be reviewed by the member district administrator.
5. Included with the spreadsheet will be a document for the member district administrator to sign verifying the data is complete. This signed document should be returned to HVED with the invoice. This document will verify all of the student information is accurate and will close the session.
 - a. **DO NOT SIGN THIS DOCUMENT IF THERE ARE EDITS TO BE MADE.**
 - i. **Any edits to the student data must be reported to HVED. After updates in JMC, new reports will be generated and the financial process will be repeated.**
6. HVED will process payments to the member district.
7. Deposit of the reimbursement check for a SS or TS program will close that session.

MDE Alternative Learning

(from MDE website at <http://education.state.mn.us/MDE/fam/al/>)

The Minnesota Department of Education (MDE) alternative education mission is to provide viable educational options for students who are experiencing difficulty in the traditional system. In fiscal year 2018, 137 districts in the state of Minnesota offered services to 146,336 individual students. This number represents about 16 percent of Minnesota public school students.

Alternative education is designed for students who are at-risk in the traditional education environment. All programming is stated to be optional for students and families. State-Approved Alternative Programs (SAAPs) include the following classifications (updated legislatively in 2009):

- Area Learning Centers (ALC),
- Alternative Learning Programs (ALP),
- Contracted Alternatives, and
- Targeted Services for students in kindergarten through grade eight.

These programs are defined as learning-year programs and are funded with General Education Revenue. Students are eligible to generate up to 1.2 average daily membership (ADM) when enrolled in an SAAP.

There were 248 area learning centers, 50 alternative learning programs, eight contracted alternatives and 257 targeted services programs during the 2017-18 school year. Alternative programs operate year-round and may be offered during the day and after school. Programs are characterized by smaller class sizes and use personalized learning strategies to approach and provide individualized learning experiences.

State-Approved Alternative Programs are governed by these statutes:

- Graduation Incentives Criteria used to identify at-risk students (Minnesota Statutes, section 124D.68).
- Continual Learning Plan (CLP) developed annually for each student to outline the steps necessary for grade promotion and/or graduation (Minnesota Statutes, section 124D.128, subdivision 3).
- Information to students and families regarding alternative education options (Minnesota Statutes, section 124D.68, subdivision 6).

[State-Approved Alternative Programs Definitions](#)-10/16/14 Printed on next page.

State-Approved Alternative Programs Definitions

Area Learning Centers (ALC): An area learning center provides comprehensive educational services to enrolled secondary students throughout the year. This could include a daytime school within a school or separate site for both high school and middle school level students. Students must be at-risk as defined by statute. Students served are off-track for graduation and are working towards completing their graduation requirements. In addition to day programs, these centers provide extended learning opportunities for students to make up lost credits or to prepare for graduation tests. ALCs serve students from more than one district. ALCs must also provide services to middle level students, either at a separate site or within their school. ALCs can apply to provide Targeted Services to elementary age students in after school and summer programs.

Alternative Learning Programs (ALP): An Alternative Learning Program is very similar to an ALC, but may choose to only serve students within their district, and they can determine the grade levels they wish to serve. They are not eligible for Targeted Services.

Contract Alternative: these are day programs that contract with a District to operate alternative programs. They currently only exist in Minneapolis and Saint Paul.

Independent Study: Students must be at least 16 years old to participate in Independent Study. There is a separate application process for this program. You must be an ALC or an ALP to apply for this.

Targeted Services are generally after school and summer programs, although they may also be offered before school and on Saturdays. Students must be in grades kindergarten through eighth grade.

Only sites that have approval to run Area Learning Centers, along with a middle level component, are allowed to offer Targeted Services. There is a separate application process for Targeted services. These after school and summer school programs target areas of need for students and work on academic and social skills that students will need to graduate.

ALC Satellite CLP hard copy example

ALC CLP Page 1

River Valley Academy Continuous Learning Plan School Year Select One

Student Name: Home District/Graduation Requirements:

Current Status	Courses to be enrolled:	Academic Goal:	Personal Goal:
Check all that apply: <input type="checkbox"/> Graduation Plan Needed <input type="checkbox"/> Credit Make-up needed <input type="checkbox"/> SO4 Plan <input type="checkbox"/> IEP <input type="checkbox"/> Probation <input type="checkbox"/> Truancy <input type="checkbox"/> Other 	1. 2. 3. 4. 5. 6. 7. 8. Total Credits Planned: Total Credits Earned: Projected Graduation year 	 Student Initials: Instructor Initials: 	 Student Initials: Instructor Initials:

Academic and Personal Goals: To earn credits needed for graduation, I understand I am expected to work towards a minimum of credits this year. If I am behind in credits I will need to work on additional credits in order to graduate with my academic peers. I know I will have reached this goal when the credits appear on my official transcript. This will serve as my assessment for reaching my academic goals.

Supports student will be provided to aid in academic success:

Teacher/Parent/Student Comments:

I understand that participation in an Alternative Learning Center is optional and I am making the choice to participate in the program.

ALC CLP Page 2

Long-term Academic Goal	Current Barriers to Education: Check all that apply	Which criteria met for entrance at ALC: Check all that apply
Current Credits Earned Number of Credits Remaining: Post- Secondary Plans <input type="checkbox"/> Military <input type="checkbox"/> Work <input type="checkbox"/> Technical College <input type="checkbox"/> Community College <input type="checkbox"/> 4-year College <input type="checkbox"/> Unknown <input type="checkbox"/> Other 	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Attitude toward school <input type="checkbox"/> Conflict <input type="checkbox"/> Grief <input type="checkbox"/> Verbal aggression <input type="checkbox"/> Bullying <input type="checkbox"/> Transportation <input type="checkbox"/> Learning difficulties <input type="checkbox"/> Paying attention <input type="checkbox"/> Problem solving ability <input type="checkbox"/> Health <input type="checkbox"/> Hunger <input type="checkbox"/> Homelessness <input type="checkbox"/> Relationships with peers </div> <div style="width: 50%;"> <input type="checkbox"/> Depression <input type="checkbox"/> Physical aggression <input type="checkbox"/> Work schedule <input type="checkbox"/> Drugs/alcohol <input type="checkbox"/> Attendance <input type="checkbox"/> Organization <input type="checkbox"/> Hygiene <input type="checkbox"/> Group skills <input type="checkbox"/> Loneliness <input type="checkbox"/> Mental Health <input type="checkbox"/> Children <input type="checkbox"/> Pregnancy <input type="checkbox"/> Problems at home <input type="checkbox"/> Other </div> </div>	<input type="checkbox"/> Performance substantially below average on local achievement test <input type="checkbox"/> At least one year behind in completing coursework satisfactorily <input type="checkbox"/> Pregnant or a parent <input type="checkbox"/> Chemically dependent <input type="checkbox"/> Physically or sexually abused <input type="checkbox"/> Experienced mental health problems <input type="checkbox"/> Experienced homelessness in the last six months <input type="checkbox"/> Limited English proficiency or speak English as a second language <input type="checkbox"/> Chronically truant or have withdrawn from school <input type="checkbox"/> Excluded or expelled by a school district <input type="checkbox"/> Referred by your home district for enrollment in an eligible nontraditional program.

Student Signature Date

Parent Signature Date

Teacher Signature Date

I understand that participation in an Alternative Learning Center is optional and I am making the choice to participate in the program.

First Quarter Review	Date Reviewed with student	Second Quarter Review	Date Reviewed with student
1. Progress on Courses (% completed, grades, etc.) 		1. Progress on Courses (% completed, grades, etc.) 	
2. Attendance: 		2. Attendance: 	
3. Behavior: 		3. Behavior: 	
4. Adjustments to short term goals 		4. Adjustments to short term goals 	
Student Initials		Student Initials	
Third Quarter Review	Date Reviewed with student	Fourth Quarter Review	Date Reviewed with student
1. Progress on Courses (% completed, grades, etc.) 		1. Progress on Courses (% completed, grades, etc.) 	
2. Attendance: 		2. Attendance: 	
3. Behavior: 		3. Behavior: 	
4. Adjustments to short term goals 		4. Goal for Next Year 	
Student Initials		Student Initials	

I understand that participation in an Alternative Learning Center is optional and I am making the choice to participate in the program.

The Satellite CLP is available here (under Quick Links):

<https://www.hved6013.org/page/2647>

Targeted Services CLP hard copy example

HVED ALC Targeted Services (TS) - Continuous Learning Plan (CLP)

-Choose Current School Year-

Student Name:

Serving District: -Choose District-

Grade for upcoming year: K

Current Status	Overall Goals for Current School Year	Activities	Assessments Used for Referral Purposes
<div>(check all appropriate)</div> <div> <input type="checkbox"/> MCA Remediation <input type="checkbox"/> Math <input type="checkbox"/> Reading <input type="checkbox"/> Writing </div> <div> <input type="checkbox"/> 504 Plan </div> <div> <input type="checkbox"/> IEP Plan </div> <div> <input type="checkbox"/> Probation </div> <div> <input type="checkbox"/> Truancy </div> <div> <input type="checkbox"/> Other </div>	<div> <input type="checkbox"/> Academic </div> <div> <input type="checkbox"/> Academic </div> <div> <input type="checkbox"/> Personal </div>	<div> <input type="checkbox"/> SY Targeted Services Program </div> <div> <input type="checkbox"/> SS Targeted Services Program </div> <div> <input type="checkbox"/> Other </div>	<div> <input type="checkbox"/> FastBridge testing results <div> Math Reading Social Skills </div> </div> <div> <input type="checkbox"/> Current MCA testing results <div> Math Reading </div> </div> <div> <div>Motivation to attend school</div> <div> <input type="checkbox"/> Self <input type="checkbox"/> Parent <input type="checkbox"/> Court <input type="checkbox"/> Social Services <input type="checkbox"/> Other </div> <div> Attendance Goal % </div> </div> <div> <div>Learning Style</div> <div> <input type="checkbox"/> Visual <input type="checkbox"/> Auditory <input type="checkbox"/> Kinesthetic </div> </div> <div> <div>Group Size Preference</div> <div> <input type="checkbox"/> Individual <input type="checkbox"/> Small group <input type="checkbox"/> Large group <input type="checkbox"/> Other District or Individual Plan </div> </div>

Academic Plan

Academic Goals – Mastery of Grade Level Standards	Barriers to Education	Support Services Needed
<div>Post-Targeted Services testing results:</div> <div> <input type="checkbox"/> FastBridge testing results <div> Math Reading Social Skills </div> </div> <div> <input type="checkbox"/> Current MCA testing results <div> Math Reading </div> </div> <div> <input type="checkbox"/> Attendance % </div>	<div> <input type="checkbox"/> Attitude toward school <input type="checkbox"/> Conflict <input type="checkbox"/> Grief <input type="checkbox"/> Verbal aggression <input type="checkbox"/> Bullying <input type="checkbox"/> Transportation <input type="checkbox"/> Learning difficulties <input type="checkbox"/> Paying attention <input type="checkbox"/> Problem solving ability <input type="checkbox"/> Health <input type="checkbox"/> Hunger <input type="checkbox"/> Homelessness <input type="checkbox"/> Relationships with peers </div> <div> <input type="checkbox"/> Depression <input type="checkbox"/> Physical aggression <input type="checkbox"/> Work schedule <input type="checkbox"/> Drugs/ alcohol <input type="checkbox"/> Attendance <input type="checkbox"/> Organization <input type="checkbox"/> Hygiene <input type="checkbox"/> Group skills <input type="checkbox"/> Loneliness <input type="checkbox"/> Mental health <input type="checkbox"/> Children <input type="checkbox"/> Problems at home <input type="checkbox"/> Other </div>	<div> </div> <div> </div> <div> </div> <div> </div> <div> </div> <div> </div>

Were any goals not met?

☐ No
☐ Yes

If yes, which goals?

Student Signature

Date

Parent/ Guardian Signature

Date

Teacher/Counselor Signature

Date

Administrator Signature

Date

THERE IS A CLP REQUIRED FOR EVERY ALC TS STUDENT. THIS FORM SHOULD BE COMPLETED ANNUALLY. ALL FOUR SIGNITURES ARE REQUIRED FOR THIS CLP FORM TO BE VALID. RETAIN A COPY FOR YOUR RECORDS AND SUBMIT A COPY TO HVED WITH THE TS PROGRAM SUMMARY.

The TS CLP is available here (under Quick Links):
<https://www.hved6013.org/page/2649>

AGREEMENT TO REIMBURSE FOR STUDENT MEMBERSHIP
for **ALC Learning Year 23-24 (Targeted Services or Satellite) Programs** with

District Name

ISD No.

This Agreement is entered into this _____ day of _____, 2023 by and between the Independent School District (*insert Name, ISD No., City,*) Minnesota, hereinafter referred to as the “Member School District,” and the Hiawatha Valley Education District, hereinafter referred to as “HVED.” The Member School District and HVED are hereinafter collectively referred to as the “parties” and individually as a “party.”

WHEREAS, HVED provides the Total Learning Year Programming for HVED member districts. This programming is inclusive of and dependent on approval of staffing, curriculum, interventions, progress monitoring, and completion of individual student continuous learning plans; and

WHEREAS, HVED does not provide staffing for Targeted Services and ALC Satellite Programs (the “Programs”) offered at schools located within its individual member districts; and

WHEREAS, the Member School District is a member of HVED and wishes HVED to offer the Programs within one or more of its schools

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the payment of certain monetary sums, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Member parties agree as follows:

Section 1. Purpose:

The purpose of the Agreement is to provide for licensed and non-licensed staff to provide educational services at the Targeted Services and ALC Satellite Programs offered by HVED in one or more school buildings located within the Member School District.

Section 2. Student Membership Agreement:

Subsection 1. Educational Services: The Member School District will provide one or more teachers, if warranted, and one or more paraprofessionals, if warranted, to provide educational services to students participating in the Targeted Services (grades K-8) and ALC Satellites (grades 9-12 through age 21) who meet the requirements for participation in the program, as determined by HVED at its sole discretion. The total number of Member School District employees providing services in the Programs and the total number of service hours provided by such employees will be determined by the parties, based on student enrollment in the Programs. The parties agree that the total number of Member School District staff providing services in the Programs shall be consistent with any staffing ratios prescribed by law. To maintain staffing ratios, the Licensed Program Administrator should monitor student membership on a daily basis. An increase or decrease in student membership may require a budget amendment. HVED will respond to this budget amendment request within ten (10) calendar days.

Subsection 2. Employment of Qualified Staff: The Member School District warrants and agrees that the individual(s) assigned to provide services in the Programs hold(s) all licenses required to provide such services, including, but not limited to, any license required by the Minnesota Department of Education and Professional Educator Licensing Standards Board. If no license is required to provide the services,

the Member School District warrants and agrees that each individual assigned to provide services in the Programs is otherwise qualified to provide those services. The Member School District shall provide HVED with a copy of the each such individual's current license(s) or, for non-licensed positions, other proof of qualifications before he or she begins to provide services in the Programs. The Member School District shall provide HVED with additional copies of the licensure or other proof of qualification upon request. A current criminal background check pursuant to the Member School District's policies and procedures for each employee assigned to perform the services is required to be on file with the Member School District and available to HVED upon request. This expense is not covered by HVED.

Subsection 3. Program Location: The Member School District is solely responsible for providing an appropriate space for the Programs within the Member School District at no cost to HVED. The Member School District will ensure that the services are provided to students in a classroom in the school district in which the student attends, or else in a room that is essentially equivalent to the regular education classroom. The Member School District will ensure that the atmosphere in which the services are provided is conducive to learning and meets the students' special physical, sensory, and emotional needs.

Subsection 4. Administrative Support: Pursuant to the ALC Learning Year Program Guidebook, HVED will provide administrative support for the Programs. The parties agree that educational records created, collected, and maintained pursuant to this Agreement (i.e. attendance and academic records, signed Continuous Learning Plan (CLP)) will be entered per the current ALC Learning Year Program Guidebook for Member District ALC Satellites on site and ALC Targeted Services on site by the Member District and maintained subject to Subsection 6 of this Paragraph and applicable laws. The Member District is solely responsible for retaining all attendance records. This information will be required in the event of an audit. HVED further agrees to complete necessary state reports and provide programming updates at HVED Superintendents' or Principals' Advisory Council meetings.

Subsection 5. Programming: The Member School District will provide and utilize approved curriculum, programming, and other instructional materials for the Programs in cooperation with, and under the supervision of, HVED. The Member School District agrees that the services provided by its employees shall be provided in conformity with students' Individualized Education Program ("IEP")s, Section 504 Plans, Individual Family Service Plan ("IFSP")s, Individual Interagency Intervention Plan ("IIIP")s, and other educational plans and programs.

Subsection 6. Data Privacy. All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of the Member District because of this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (as amended) ("MGDPA"), the Minnesota Rules promulgated pursuant to the MGDPA, the United States Family Educational Rights and Privacy Act (as amended) ("FERPA") and its implementing regulations, and/or other applicable State and Federal laws. The parties agree that such data must be maintained and released only in accordance with the provisions of those laws.

Section 3. Reimbursement for Student Membership: HVED will reimburse the Member School District for the services provided by its employees based on ninety percent (90%) of student membership minus ten percent (10%) for program administration.

Subsection 1. Invoice for Membership.

For June summer programming: All membership must be reported to HVED by June 30, 2023. HVED will enter and process membership reports to calculate payments by July 31, 2023. Payments to the member district would be made by August 31, 2023, or the latter of when MDE finalizes membership hours for payment.

For July and August summer programming: All membership must be reported to HVED by September 30, 2023. HVED will enter and process membership reports to calculate payments by October 31, 2023.

Payment to the member district would be made by November 30, 2023, or the latter of when MDE finalizes membership hours for payment.

For school year programming: All membership must be reported to HVED by May 31, 2024. HVED will enter and process membership reports to calculate payments by June 30, 2024. Payment to the member district would be made by July 31, 2024, or the latter of when MDE finalizes membership hours for payment.

The Member School District will submit an invoice for grades K-8 to TargetedServices@hved.org. For grades 9-12 the Member School District will submit an invoice to SatelliteServices@hved.org at HVED for the cost of all services provided during the submission period. All final invoices for any HVED Learning Year Program must be received by HVED no later than June 15 of the school year in which the services were provided.

Subsection 2. Payment of Invoice. HVED will pay Member Districts for services provided based on ninety percent (90%) of student membership minus ten percent (10%) for program administration. HVED may ask member districts to issue an adjusted invoice to reflect maximum reimbursement generated by student membership for the current billing cycle. Except in the event of a good faith dispute, HVED shall pay the Member School District the amount invoiced pursuant to this Paragraph within forty-five (45) days of its receipt of the invoice. Except as may be provided in any court order, HVED shall not be required to pay any interest, fee, penalty, or surcharge for any untimely payment.

Subsection 3. Employment of Staff. The Member School District is solely responsible for payment of all wages and other compensation to the employees it assigns to perform services pursuant to this Agreement. No withholding or deduction for State or federal income taxes, FICA, FUTA, or other State or federal employment taxes, will be made by HVED from the payments due to the Member School District. It is the Member School District's sole obligation to comply with all federal and State tax laws.

Subsection 4. Adjustment of Cost. HVED will receive General Education Revenue to cover the costs of any student enrolled in an HVED Learning Year Program. Any adjustments will be determined by the HVED Executive Director. Any excess revenue within the HVED Learning Year Program will be retained by HVED for use within the Learning Year Programs and communicated to the HVED Superintendents' and Principals' Advisory Councils.

Subsection 5. Effect of Termination. Upon expiration or termination of this Agreement, HVED shall only be obligated to pay the Member School District for the services actually provided before the expiration or termination of the Agreement.

Section 4. Duty to Cooperate: The parties agree to cooperate to maximize the effectiveness of the Programs and ensure that appropriate educational services are provided to students participating in the Programs. The HVED Superintendents' and Principals' Advisory Councils will meet regularly to review the programming. The parties agree that HVED will have the final decision with respect to programming, services, and other components of the Programs.

Section 5. Duration and Termination of Agreement:

Subsection 1. Duration: This Agreement will be effective from June 1, 2023, through May 31, 2024.

Subsection 2. Mutual Termination: This Agreement may be terminated by the mutual consent of the parties with the written approval of the HVED Board of Directors and the Member School District's School Board, as evidenced by the passage of an appropriate resolution in accordance with any and all state statutes that govern Education Districts in the state of Minnesota.

Subsection 3. Renewal. This Agreement shall automatically renew for subsequent one-year terms, if no updates are required, commencing on June 1 of the year following the expiration of the Agreement and any such subsequent one-year term, on the same terms described herein. Upon annual review, the Agreement will be reauthorized with appropriate updates. HVED requires written notice from the Member District by the preceding March 1 that the Member School District wishes to discontinue this Agreement.

Subsection 4. Early Termination. Either party may terminate this Agreement at any time, with or without cause, by providing the other party sixty (60) calendar days written notice.

Section 6. Amendments: No amendments shall be made to this Agreement except in writing signed by the Chair of the HVED Board of Directors, Executive Director of HVED, and the Member School District's School Board Chair and Superintendent, and approved by the respective Boards.

Section 7. Relationship of the Parties: Nothing contained in this Agreement is intended to create, or should be construed as creating, the relationship of, employee, co-partners, or joint ventures between or with HVED. Neither the Member School District nor any of its employees, owners, agents, or representatives shall be considered an officer, employee, or agent of HVED by virtue of this Agreement. It is the intent of the parties that the relationship created between the parties by virtue of this Agreement is that of an independent contractor.

The Member School District shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services, subject to applicable professional standards, HVED's policies and program guidelines, the terms of any IEP or 504 plan, and all applicable state, federal, and local laws, rules, regulations, and ordinances.

Section 8. Miscellaneous:

Subsection 1. Equal Drafting. This Agreement must be construed to have been drafted equally by the parties.

Subsection 2. Responsibility for Costs. Except as expressly provided in this Agreement, each party shall be responsible for its own costs, expenses, and attorney's fees associated with this Agreement or any related matters, including enforcement of this Agreement.

Subsection 3. Enforcement. Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time.

Subsection 4. Nondiscrimination. While this Agreement is in effect, the Member School District agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, national origin, or other characteristic protected by state or federal law prohibiting discrimination be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws

against discrimination.

Subsection 5. Third Parties. This Agreement does not create any rights, claims or benefits to any person that is not a party hereto nor create or establish any third-party beneficiary.

Subsection 6. Voluntary Agreement. All parties have voluntarily signed this Agreement. No party has been threatened, coerced, intimidated, or otherwise forced to sign this Agreement by any other party, any officer, employee, director, agent, representative, or attorney of any other party, or any other person or entity acting on behalf of any other party.

By signing below, each party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement with legal counsel, that it understands this Agreement, and that it agrees to be legally bound by all terms of this Agreement.

THEREFORE, this Agreement was entered into on the date indicated above.

HIAWATHA VALLEY EDUCATION DISTRICT

Chairperson

Executive Director

INDEPENDENT SCHOOL DISTRICT Name _____ ISD No. _____

Chairperson

Superintendent