

1.1 ..... moves to amend H.F. No. 270, the delete everything amendment  
1.2 (H0270DE1) as follows:

1.3 Page 10, after line 11, insert:

1.4 "Subd. 2. Natural Resources Asset Preservation 2,000,000

1.5 For the renovation of state-owned facilities  
1.6 and recreational assets operated by the  
1.7 commissioner of natural resources to be  
1.8 spent in accordance with Minnesota Statutes,  
1.9 section 84.946."

1.10 Page 10, line 21, before "Moorhead" insert "Ada, Oslo, Montevideo, "

1.11 Page 13, delete subdivision 7

1.12 Page 22, line 34, delete everything after "terminal" and insert a period

1.13 Page 23, delete lines 1 to 2

1.14 Page 26, delete subdivision 2, and insert:

1.15 "Subd. 3. Minnesota Security Hospital - St.  
1.16 Peter, Phase One 36,317,000

1.17 To complete the design, and to construct,  
1.18 furnish and equip the first phase of a  
1.19 two-phase project to remodel existing, and to  
1.20 develop new, residential, program, activity  
1.21 and ancillary facilities for the Minnesota  
1.22 Security Hospital on the upper campus of  
1.23 the St. Peter Regional Treatment Center.  
1.24 In addition, phase one includes funding  
1.25 to design phase two of the project. Upon  
1.26 substantial completion of phase one any

2.1 unspent portion of this appropriation is  
 2.2 available for phase two."

2.3 Page 29, line 14, delete "(a)"

2.4 Page 29, delete lines 21 to 30

2.5 Page 35, delete lines 13 to 17, and insert:

2.6 "For a grant to the Saint Paul Port Authority to  
 2.7 design phase two of the University Enterprise  
 2.8 Laboratories building in Saint Paul, subject  
 2.9 to Minnesota Statutes, section 16A.695.

2.10 Amounts expended to complete phase one  
 2.11 of the University Enterprise Laboratories  
 2.12 building since January 1, 2004, shall count  
 2.13 toward the matching requirement."

2.14 Page 36, delete line 16 and insert "systems in Koochiching and St. Louis counties.

2.15 The systems"

2.16 Page 37, line 19, before "To" insert "(a)"

2.17 Page 38, after line 5, insert:

2.18 "(b) In using proceeds of the housing  
 2.19 infrastructure bonds authorized in this  
 2.20 act, the agency shall give consideration to  
 2.21 projects that will provide supportive housing  
 2.22 for homeless youth, and for women and  
 2.23 children seeking to escape exploitation and  
 2.24 trafficking."

2.25 Page 38, line 22, delete "\$....." and insert "\$1,347,152,000"

2.26 Page 42, after line 25, insert:

2.27 "Sec. ... Minnesota Statutes 2012, section 129C.10, subdivision 3, is amended to read:

2.28 Subd. 3. **Powers and duties of board.** (a) The board has the powers necessary for  
 2.29 the care, management, and control of the Perpich Center for Arts Education and any other  
 2.30 school authorized in this chapter, and all ~~its~~ their real and personal property. The powers  
 2.31 shall include, but are not limited to, those listed in this subdivision.

2.32 (b) The board may employ and discharge necessary employees, and contract for  
 2.33 other services to ensure the efficient operation of the Center for Arts Education and any  
 2.34 other school authorized in this chapter.

3.1 (c) The board may receive and award grants. The board may establish a charitable  
3.2 foundation and accept, in trust or otherwise, any gift, grant, bequest, or devise for  
3.3 educational purposes and hold, manage, invest, and dispose of them and the proceeds  
3.4 and income of them according to the terms and conditions of the gift, grant, bequest, or  
3.5 devise and its acceptance. The board must adopt internal procedures to administer and  
3.6 monitor aids and grants.

3.7 (d) The board may establish or coordinate evening, continuing education, extension,  
3.8 and summer programs for teachers and pupils.

3.9 (e) The board may identify pupils who have artistic talent, either demonstrated or  
3.10 potential, in dance, literary arts, media arts, music, theater, and visual arts, or in more  
3.11 than one art form.

3.12 (f) The board must educate pupils with artistic talent by providing:

3.13 (1) an interdisciplinary academic and arts program for pupils in the 11th and 12th  
3.14 grades. The total number of pupils accepted under this clause and clause (2) shall not  
3.15 exceed 310;

3.16 (2) additional instruction to pupils for a 13th grade. Pupils eligible for this  
3.17 instruction are those enrolled in 12th grade who need extra instruction and who apply  
3.18 to the board, or pupils enrolled in the 12th grade who do not meet learner outcomes  
3.19 established by the board;

3.20 (3) intensive arts seminars for one or two weeks for pupils in grades 9 to 12;

3.21 (4) summer arts institutes for pupils in grades 9 to 12;

3.22 (5) artist mentor and extension programs in regional sites; and

3.23 (6) teacher education programs for indirect curriculum delivery.

3.24 (g) The board may determine the location for the Perpich Center for Arts Education  
3.25 and any additional facilities related to the center, including the authority to lease a  
3.26 temporary facility.

3.27 (h) The board must plan for the enrollment of pupils on an equal basis from each  
3.28 congressional district.

3.29 (i) The board may establish task forces as needed to advise the board on policies and  
3.30 issues. The task forces expire as provided in section 15.059, subdivision 6.

3.31 (j) The board may request the commissioner of education for assistance and services.

3.32 (k) The board may enter into contracts with other public and private agencies  
3.33 and institutions for residential and building maintenance services if it determines that  
3.34 these services could be provided more efficiently and less expensively by a contractor  
3.35 than by the board itself. The board may also enter into contracts with public or private

4.1 agencies and institutions, school districts or combinations of school districts, or service  
4.2 cooperatives to provide supplemental educational instruction and services.

4.3 (l) The board may provide or contract for services and programs by and for the  
4.4 Center for Arts Education, including a store, operating in connection with the center;  
4.5 theatrical events; and other programs and services that, in the determination of the board,  
4.6 serve the purposes of the center.

4.7 (m) The board may provide for transportation of pupils to and from the Center for  
4.8 Arts Education for all or part of the school year, as the board considers advisable and  
4.9 subject to its rules. Notwithstanding any other law to the contrary, the board may charge a  
4.10 reasonable fee for transportation of pupils. Every driver providing transportation of pupils  
4.11 under this paragraph must possess all qualifications required by the commissioner of  
4.12 education. The board may contract for furnishing authorized transportation under rules  
4.13 established by the commissioner of education and may purchase and furnish gasoline to a  
4.14 contract carrier for use in the performance of a contract with the board for transportation  
4.15 of pupils to and from the Center for Arts Education. When transportation is provided,  
4.16 scheduling of routes, establishment of the location of bus stops, the manner and method of  
4.17 transportation, the control and discipline of pupils, and any other related matter is within  
4.18 the sole discretion, control, and management of the board.

4.19 (n) The board may provide room and board for its pupils. If the board provides room  
4.20 and board, it shall charge a reasonable fee for the room and board. The fee is not subject  
4.21 to chapter 14 and is not a prohibited fee according to sections 123B.34 to 123B.39.

4.22 (o) The board may establish and set fees for services and programs. If the board sets  
4.23 fees not authorized or prohibited by the Minnesota public school fee law, it may do so  
4.24 without complying with the requirements of section 123B.38.

4.25 (p) The board may apply for all competitive grants administered by agencies of the  
4.26 state and other government or nongovernment sources.

4.27 Sec. ... Minnesota Statutes 2012, section 129C.10, is amended by adding a subdivision  
4.28 to read:

4.29 Subd. 5a. **Interdistrict voluntary integration magnet program.** The board may  
4.30 establish and operate an interdistrict integration magnet program according to section  
4.31 129C.30.

4.32 Sec. ... **[129C.30] CROSSWINDS INTEGRATION MAGNET SCHOOL.**

4.33 Subdivision 1. **Definitions.** (a) The following terms having the meanings given  
4.34 them for this chapter.

5.1 (b) "Board" means the board of directors of the Perpich Center for Arts Education.

5.2 (c) "Crosswinds school" means the Crosswinds school in Woodbury operated during  
5.3 the 2012-2013 school year by Joint Powers District No. 6067, East Metro Integration  
5.4 District.

5.5 Subd. 2. **Board to operate the Crosswinds school.** The board may operate the  
5.6 Crosswinds school with the powers and duties granted to it under this chapter.

5.7 Subd. 3. **General education funding.** (a) General education revenue must be paid  
5.8 to the Crosswinds school as though it were a district. The general education revenue for  
5.9 each adjusted marginal cost pupil unit is the state average general education revenue  
5.10 per pupil unit, plus the referendum equalization aid allowance in the pupil's district of  
5.11 residence, calculated without basic skills revenue, extended time revenue, alternative  
5.12 teacher compensation revenue, transition revenue, and transportation sparsity revenue,  
5.13 plus basic skills revenue, extended time revenue, basic alternative teacher compensation  
5.14 aid according to section 126C.10, subdivision 34, and transition revenue as though the  
5.15 school were a school district. The general education revenue for each extended time  
5.16 marginal cost pupil unit equals \$4,378.

5.17 (b) General education revenue under paragraph (a) must be reduced by an amount  
5.18 equal to 75 percent of the school's equity revenue for that year.

5.19 Subd. 4. **Special education funding.** Special education aid must be paid to the  
5.20 Crosswinds school according to section 125A.76, as though it were a school district. The  
5.21 special education aid paid to the Crosswinds school shall be adjusted as follows:

5.22 (1) if the Crosswinds school does not receive general education revenue on behalf of  
5.23 the student according to subdivision 3, the aid shall be adjusted as provided in section  
5.24 125A.11; or

5.25 (2) if the Crosswinds school receives general education revenue on behalf of the  
5.26 student according to subdivision 3, the aid shall be adjusted as provided in section  
5.27 127A.47, subdivision 7, paragraph (e).

5.28 Subd. 5. **Pupil transportation.** The board may transport pupils enrolled in the  
5.29 2012-2013 school year to and from the Crosswinds school in succeeding school years  
5.30 regardless of the student's district of residence. Pupil transportation expenses under this  
5.31 section are reimbursable under section 124D.87.

5.32 Subd. 6. **Integration aid.** The Crosswinds school is eligible for integration aid as if  
5.33 it were a school district under section 124D.86 or any successor section.

5.34 Subd. 7. **Other aids, grants, revenue.** (a) The Crosswinds school is eligible to  
5.35 receive other aids, grants, and revenue according to chapters 120A to 129C as though it  
5.36 were a district.

6.1 (b) Notwithstanding paragraph (a), the Crosswinds school may not receive aid, a  
 6.2 grant, or revenue if a levy is required to obtain the money, or if the aid, grant, or revenue  
 6.3 replaces levy revenue that is not general education revenue, except as otherwise provided  
 6.4 in this section.

6.5 (c) Federal aid received by the state must be paid to the school, if it qualifies for  
 6.6 the aid as though it were a school district.

6.7 (d) In the year-end report to the commissioner of education, the Crosswinds school  
 6.8 shall report the total amount of funds received from grants and other outside sources.

6.9 Subd. 8. **Year-round programming.** The Crosswinds school may operate as a  
 6.10 flexible learning year program under sections 124D.12 to 124D.127.

6.11 Subd. 9. **Data requirements.** The commissioner of education shall require the  
 6.12 Crosswinds school to follow the budget and accounting procedures required for school  
 6.13 districts and the Crosswinds school shall report all data to the Department of Education  
 6.14 in the form and manner required by the commissioner."

6.15 Page 47, line 13, delete "\$....." and insert "\$2,590,000"

6.16 Page 59, after line 23, insert:

6.17 "Sec. ... **OPTIONS FOR TRANSFER OF CROSSWINDS SCHOOL FACILITIES.**

6.18 Subdivision 1. **Transfer.** Notwithstanding the appropriation of state general  
 6.19 obligation bond proceeds in Laws 1998, chapter 404, section 5, subdivision 5; Laws 1999,  
 6.20 chapter 240, article 1, section 3; Laws 2000, chapter 492, article 1, section 5, subdivision  
 6.21 2; Laws 2001, First Special Session, chapter 12, section 2, subdivision 2; and Laws  
 6.22 2005, chapter 20, article 1, section 5, subdivision 3, to acquire and better the Crosswinds  
 6.23 school facilities by the Joint Powers District No. 6067, East Metro Integration District,  
 6.24 in Woodbury, the Crosswinds school may be conveyed to the Perpich Center for Arts  
 6.25 Education or to Independent School District 833, South Washington County Schools, for  
 6.26 use as an east metropolitan area integration magnet school.

6.27 Subd. 2. **Sale.** If Joint Powers District No. 6067, East Metro Integration District  
 6.28 does not transfer the Crosswinds school facilities under subdivision 1, it may sell the  
 6.29 school at public sale for an amount at least equal to the total amount state general  
 6.30 obligation bond proceeds used to acquire and better the school. The proceeds of the sale  
 6.31 must be allocated as provided in Minnesota Statutes, section 16A.695. Upon the sale  
 6.32 under this paragraph, the school facilities are no longer state bond-financed property  
 6.33 and may be used for any purpose.

7.1 Sec. .... **CROSSWINDS SCHOOL TRANSITION TO PERPICH CENTER FOR**  
 7.2 **ARTS EDUCATION.**

7.3 Subdivision 1. **Application.** This section applies if the Crosswinds school facilities  
 7.4 are transferred to the Perpich Center for Arts Education under section .., subdivision 1,  
 7.5 prior to the 2013-2014 school year.

7.6 Subd. 2. **Staff transferred; contracts to remain separate.** As soon as practicable,  
 7.7 the Perpich Center for Arts Education must notify all licensed and unlicensed employees  
 7.8 of the East Metro Integration District assigned to the Crosswinds school as of February 1,  
 7.9 2013, except administrative employees, of open positions for the 2013-2014 school year.  
 7.10 Employees shall notify the Perpich Center for Arts Education within 30 days if they  
 7.11 request appointment to a position. All requests must be granted. The commissioner of  
 7.12 management and budget shall assign these employees to the appropriate job classes in the  
 7.13 state civil service. Terms and conditions of employment for the transferred employees on  
 7.14 and after August 1, 2013, shall be determined by the collective bargaining agreement or  
 7.15 compensation plan applicable to each job class, provided that:

7.16 (1) a person who becomes a state employee under this section will have seniority  
 7.17 with the state as of the date the person became an employee of the East Metro Integration  
 7.18 District;

7.19 (2) if a person took a leave of absence from another school district to become an  
 7.20 employee of the East Metro Integration District, the person will have seniority with the  
 7.21 state as of the date the person first became an employee of the school district from which  
 7.22 the employee took the leave of absence;

7.23 (3) a separate seniority list shall be maintained for the Crosswinds site of the Perpich  
 7.24 Center for Arts Education from the seniority list for the Golden Valley site;

7.25 (4) the staff member shall receive the greater of:

7.26 (i) credit on the appointing salary schedule for the Perpich Center for Arts Education  
 7.27 for the staff member's years of continuous service under contract with the East Metro  
 7.28 Integration District and any member district, if applicable, and for the staff member's  
 7.29 educational attainment at the time of appointment; or

7.30 (ii) the salary that the staff member received in the East Metro Integration District;

7.31 (5) all staff appointed to the Crosswinds site of the Perpich Center for Arts Education  
 7.32 under this subdivision shall be deemed to have completed any applicable probationary  
 7.33 period; and

7.34 (6) all staff appointed to the Crosswinds site of the Perpich Center for Arts Education  
 7.35 under this subdivision shall receive credit for accumulations of sick leave, vacation, paid

8.1 time off, rights to severance benefits, and any other benefits, as if the staff member had  
8.2 been employed by the Perpich Center for Arts Education during the staff member's years  
8.3 of employment by the East Metro Integration District.

8.4 Subd. 3. **Student enrollment.** Any student enrolled in the Crosswinds school  
8.5 during the 2012-2013 school year may continue to enroll in the Crosswinds school in  
8.6 any subsequent year. For the 2013-2014 school year and later, a student may apply for  
8.7 enrollment to the school at any time in the method and manner prescribed by the board.

8.8 Subd. 4. **Compensatory revenue.** For the 2013-2014 school year only, the  
8.9 Department of Education must calculate compensatory revenue for the Crosswinds school  
8.10 based on the fall 2012 enrollment counts at that site.

8.11 Subd. 5. **Title 1 funding.** To the extent possible, the Department of Education must  
8.12 qualify the Crosswinds school for Title 1 funding as if the program were still operated by  
8.13 Joint Powers District No. 6067, East Metro Integration District.

8.14 Subd. 6. **Timelines notwithstanding.** Any timelines established by resolution or  
8.15 otherwise by Joint Powers Board No. 6067, East Metro Integration District, to convey the  
8.16 Crosswinds school to another party are waived and are without effect.

8.17 Sec. ... **CROSSWINDS TRANSITION TO INDEPENDENT SCHOOL**  
8.18 **DISTRICT 833, SOUTH WASHINGTON COUNTY DISTRICT.**

8.19 Subdivision 1. **Application.** This section applies if the Crosswinds school facilities  
8.20 are transferred to Independent School District No. 833, South Washington County school  
8.21 district under section ..., subdivision 1, prior to the 2013-2014 school year.

8.22 Subd. 2. **Student enrollment.** A student enrolled in the Crosswinds school during  
8.23 the 2012-2013 school year may continue to enroll in the Crosswinds school in any  
8.24 subsequent year. For the 2013-2014 school year and later, other students may apply for  
8.25 enrollment to the school at any time in the method and manner prescribed by the board of  
8.26 Independent School District No. 833, South Washington County.

8.27 Subd. 3. **Compensatory revenue.** For the 2013-2014 school year only, the  
8.28 Department of Education must calculate compensatory revenue for the Crosswinds school  
8.29 based on the fall 2012 enrollment counts.

8.30 Subd. 4. **Year-round programming.** Crosswinds school may operate as a flexible  
8.31 learning year program under Minnesota Statutes, sections 124D.12 to 124D.127.



9.1 Subd. 5. **Pupil transportation.** The board may transport pupils enrolled in  
 9.2 2012-2013 school year to and from the Crosswinds school in succeeding school years  
 9.3 regardless of the student's district of residence. Pupil transportation expenses under this  
 9.4 section are reimbursable under Minnesota Statutes, section 124D.87.

9.5 Sec. ... **HARAMBEE COMMUNITY SCHOOL TRANSITION.**

9.6 Subdivision 1. **Facilities.** Notwithstanding the specified uses of state general  
 9.7 obligation bond proceeds appropriated in Laws 1994, chapter 643, section 14, subdivision  
 9.8 7, and section 62, the real and personal property owned by the Joint Powers District No.  
 9.9 6067, East Metro Integration District, in Roseville, known as the Harambee community  
 9.10 school, may be conveyed to Independent School District No. 623, Roseville, for operation  
 9.11 of a school facility that serves students in any grade from early education through grade 12.

9.12 Subd. 2. **Student enrollment.** A student enrolled in the Harambee community  
 9.13 school during the 2012-2013 school year may continue to enroll in the Harambee  
 9.14 community school in any subsequent year. For the 2013-2014 school year and later, other  
 9.15 students may apply for enrollment to the school at any time in the method and manner  
 9.16 prescribed by the board of Independent School District No. 623, Roseville.

9.17 Subd. 3. **Compensatory revenue.** For the 2013-2014 school year only, the  
 9.18 Department of Education must calculate compensatory revenue for the Harambee  
 9.19 community school based on the fall 2012 enrollment counts.

9.20 Subd. 4. **Year-round programming.** Harambee community school may operate as  
 9.21 a flexible learning year program under Minnesota Statutes, sections 124D.12 to 124D.127.

9.22 Subd. 5. **Pupil transportation.** The board may transport pupils enrolled in  
 9.23 2012-2013 school year to and from the Harambee community school in succeeding school  
 9.24 years regardless of the student's district of residence. Pupil transportation expenses under  
 9.25 this section are reimbursable under Minnesota Statutes, section 124D.87."

9.26 Renumber the sections and subdivisions in sequence and correct the internal  
 9.27 references

9.28 Amend the title accordingly

9.29 Adjust amounts accordingly