

INDEPENDENT SCHOOL DISTRICT #832  
REGULAR MEETING – BOARD OF EDUCATION  
Thursday, October 11, 2007 - 7:00 PM  
Mahtomedi District Education Center - Community Room

The Mission of the Mahtomedi School District No. 832, as a multi-community public school system, is to provide individually challenging, lifelong learning experiences for all people, leading to productive and self-fulfilling roles in a global society, accomplished through partnerships with students, families, staff and communities all committed to excellence.

**- AGENDA -**

1. CALL TO ORDER
2. ROLL CALL OF ATTENDANCE
3. APPROVAL OF THE AGENDA
4. APPROVAL OF THE CONSENT AGENDA - See #14 for Consent Agenda Items
5. PRESENTATIONS/RECOGNITION
  - A. Community Education - Program Review Outcomes 5  
Presenter: Russ Fraenkel, Director of Community Education
6. PUBLIC COMMENT  
Visitors attending the meeting who wish to address the school board on any issue that is on the agenda may do so at this time. Please refer to the last page for the procedure that has been established for public comments.
7. REPORT FROM STUDENT REPRESENTATIVE
  - A. Alec Nicholson, Student Representative
8. APPROVAL OF MINUTES
  - A. September 13, 2007 - Regular Meeting 12
  - B. September 28, 2007 - Study Session 17
9. ACTION ITEMS
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Presenter: Denise Sundstrom, Director of Business Services
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Presenter: Denise Sundstrom, Director of Business Services
  - C. Approval of Contract with Center for Efficient School Operations (CESO) 40  
Presenter: Denise Sundstrom, Director of Business Services
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C.	Minnesota School Boards Association (MSBA) Legislative Liaison Presenter: Kevin Donovan	
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C.	Gifts/Grants	
1.	Approval of Donation from Mahtomedi Parent Teacher Organization (PTO) - \$1,250	
2.	Approval of Donation from Geoff Schmid to Mahtomedi Community Education - \$500	
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1.	Environmental Rescue (MMS)	
2.	Positive Peers (OHA)	
F.	Approval of Pay Structure for Activity Workers	108
G.	Personnel	
1.	Approval of Contracts and Work Agreements	
a.	Dyan Lovgren - Human Resources Assistant - District Office (10/1/07)	
b.	Allen McCaughey - Custodian - Wildwood Elementary School (10/1/07)	

**Agenda** - October 11, 2007

- c. Thomas Song - Physical Education Teacher- Mahtomedi High School (11/9/07)
- 2. Approval of Leaves of Absence
  - a. Krista Feustel - Fourth Grade Teacher - O. H. Anderson Elementary School (1/16/08 to 4/29/08)
  - b. Virginia Mancini - English Teacher - Mahtomedi High School (2/18/08 to 6/6/08)
- 3. Approval of Resignations/Retirements/Terminations
  - a. Roger Carlson - MLC Teacher - Mahtomedi Learning Center (12/17/07)

## **PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS REGULAR SCHOOL BOARD MEETING**

Thank you for coming. The School Board of Independent School District #832 hopes you will find the meeting informative. By attending, you will better understand how your school district operates. The School Board meeting is a meeting "in public," and not a public meeting. In order to conduct its work in a professional and business-like manner, the school board has established the following rules for conducting the meeting:

- Comments and questions on issues are welcome at the scheduled time on the agenda. The school board is prohibited by law from discussing concerns about individual employees or students in a public meeting. Please forward comments or issues regarding individual employees or students to the superintendent at [mwolak@mahtomedi.k12.mn.us](mailto:mwolak@mahtomedi.k12.mn.us) or 651-407-2001.
- If you would like to speak to the school board, you will be recognized during Public Comment. The public may comment on any item on the agenda. The school board generally does not take action on any issue that is not on the agenda. Concerns or questions are forwarded to the superintendent for review and recommended action before consideration by the school board. Unless requested by a school board member, items on the consent agenda are not discussed by the school board at the meeting.
- The chairperson will ask citizens in attendance to sign in if they wish to address the school board. If you are late and wish to speak, please give your name, address, and agenda number to the clerk when you arrive.
- Individuals will be recognized in the order received. Since we are videotaping tonight's meeting for delayed broadcast, individuals who wish to address the school board or ask questions need to go to the microphone. Please state your name and address after being recognized and limit your comments to three minutes (approximately 450 written words). Everyone wishing to comment will be recognized and heard before anyone speaks twice.

# ISD 832 Community Education

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Mahtomedi Public Schools  
Individual Attention with a World View

5

## Strategic Roadmap DRAFT 5 (revised 10-5-07)

November, 2006 – October, 2007

## STRATEGIC ROADMAP

October, 2007

### ISD 832 Mission

The Mission of the Mahtomedi School District 832, as a multi-community public school system, is to provide individually challenging, lifelong learning experiences for all people, leading to productive and self-fulfilling roles in a global society, accomplished through partnerships and students, families, staff and communities all committed to excellence.

### ISD 832 Community Education Purpose

The Purpose of Mahtomedi Area Community Education is: LINKING, LEARNING and LEADING. The department serves the ever-changing learning and community involvement needs of area residents through leading-edge programs and services.

This is accomplished through strategic directions that are envisioned and executed in partnership with the E-12 system and the broader community.

### Mahtomedi Area Community Education VISION

To be an integral component of the district and community we serve in life-long learning, human development and community improvement by:

- **Being recognized as a key asset in maintaining and strengthening a healthy, unified community through:**
  - Accessible, inclusive intergenerational programs and services
  - Serving as a source for community development of healthy cultures, systems, structures and preferences
- **Connecting to and partnering with our community and district by:**
  - Actively seeking and engaging in productive district and community collaborations
  - Incorporating technology to deliver programs and services
  - Raising the capacity of E-12 system in human development
- **Being Viable and sustainable with excellence and Innovation by:**
  - Embracing growth and change through positive, continuous improvement
  - Being financially stable
  - Offering affordable programs and services

### Mahtomedi Community Education STRATEGIC DIRECTIONS

- A. **Develop and broker partnerships to be the hub of connections between district and communities**
- B. **Co-brand with the district as the 'first and best' source of Community Education for learning and living**
- C. **Acquire and manage all available resources in a responsible and inventive manner**
- D. **Continuous improvement of innovative programming and services supported by unique delivery systems**

Mahtomedi Public Schools Community Education

**SUCCESS SYSTEM**

October, 2007

**A. Develop and broker partnerships to be the hub of connections between district and communities**

<u>Key Measures</u>	<u>% Wt.</u>
1. To support the district to be in the top 10% of targeted healthy student behaviors as noted in the MN Student Survey	15%
2. 6 of 8 major cities (within district boundaries) rate partnership as essential and highly satisfactory	35%
3. Increased and substantial level of engagement by identified business and non profit entities	25%
4. > 80% of critically important community groups as actively engaged and highly satisfied	25%

**B. Co-brand with the district as the 'first and best' source of Community Education for learning and living**

<u>Key Measures</u>	<u>% Wt.</u>
1. Supporting District to have a high and effective level of resident participation	25%
2. High level of complementary work between K-12 and CE	45%
3. High number of participating staff– rate high satisfaction	30%

**C. Acquire and manage all available resources in a responsible and inventive manner**

<u>Key Measures</u>	<u>% Wt.</u>
1. Financial; 5% margin, 20% fund balance, < 2% expense variability	35%
2. Human; > 80% rating of staff regarding satisfaction, value and roles	45%
3. Physical; School and Community Indoor and Outdoor Facilities > 80% satisfaction and > 90% fulfillment of needs	20%

**D. Continuous improvement of innovative programming and services supported by unique delivery systems**

<u>Key Measures</u>	<u>% Wt.</u>
1. Highly effective and efficient Program Portfolio management	40%
2. Mahtomedi Area Preschool Creative Curriculum Assessment	10%
3. >90% user satisfaction on highest priority programs / services	20%
4. Adult Learning: Enrichment, Engagement, Parent Education	10%
5. > 80 % of district staff see CE as flexible, responsive and adaptable to District and community needs	20%

**Mahtomedi Public Schools Community Education  
PROGRAM and SERVICE PORTFOLIO  
October, 2007**

Program Seen as Needing to be Commodity	Program Seen as Needing to Be Better than Market	Program Seen as Needing to Be Highest Value
<p><b>High priority for re-design</b></p> <ul style="list-style-type: none"> <li>○ <b>Drivers Education</b> (great community demand, - financial impact, "big pain")</li> <li>○ <b>"Out of school Time" Enrichment- based Programs</b> Elementary, middle school and high school (includes programs directed to CE from K-12 e.g., MAD science, choir, eco-trip, Halloween party; high community interest, hard to find staff)</li> <li>○ <b>Targeted services</b> (High priority for new design)</li> <li>○ <b>Community Events:</b>(CE coordination or convening effort, provide access to CE Business Systems)</li> <li>○ <b>Adult</b> (focus on: Enrichment / Engagement / Excitement and Parent Education))</li> </ul>	<p><b>Moderate Priority for re-design</b></p> <ul style="list-style-type: none"> <li>○ <b>Band Lessons</b> (CE go-between, requires CE underwriting)</li> <li>○ <b>School Readiness</b> (wrap-around programs, outreach, non-traditional program delivery)</li> <li>○ <b>M.S. Athletics</b> (- financial impact, time requirement high, low buy-in from M.S. staff)</li> <li>○ <b>Summer Recreation</b> (doesn't pay way, high satisfaction from community)</li> <li>○ <b>ACT</b></li> <li>○ <b>Missoula</b></li> </ul>	<p><b>High priority "Protect position/program at all costs"</b></p> <ul style="list-style-type: none"> <li>○ <b>Piano program</b> (high demand, high + financial impact, low maintenance)</li> <li>○ <b>Ski Club</b> (high + financial impact, good community perception, fairly low maintenance)</li> <li>○ <b>Early Childhood screening</b> (pays way, high community need and satisfaction)</li> <li>○ <b>ECFE</b> (high interest, - financial impact)</li> <li>○ <b>Summer MAC</b> (+financial impact, + attitude, highly valued by community, presents staffing challenge)</li> <li>○ <b>MAC</b> (+ financial impact, high positive attitude and value to community, staffing challenge, unclear understanding of importance of program among staff)</li> <li>○ <b>Tiny Tot Preschool</b> (good reputation in community, need to break-even financially)</li> <li>○ <b>Raising capacity of E-12 system and community in human/character development</b></li> <li>○ <b>Everyday Heroes</b></li> <li>○ <b>Facility use services</b></li> </ul>
<p><b>Low priority for re-design</b></p>	<p><b>High priority for continuous Improvement</b></p> <ul style="list-style-type: none"> <li>○ <b>Out-door skating/hockey rinks</b></li> <li>○ <b>Zephyr Center</b></li> </ul>	<p><b>Moderate priority for continuous improvement</b></p>
<p><b>Stop or totally redesign</b></p> <ul style="list-style-type: none"> <li>○ <b>MS MAY I</b> (replaced by targeted services?)</li> <li>○ <b>Positive Peers</b> (Relationship with OHA ended?)</li> <li>○ <b>Traditional Adult Education</b> (classes and delivery)</li> </ul>	<p><b>Manage for minimum quality levels</b></p> <ul style="list-style-type: none"> <li>○ <b>K+</b> (Business systems support, seek neutral fiscal impact)</li> <li>○ <b>MAC +</b></li> <li>○ <b>Senior Programs</b> (transition to emerging retiree needs)</li> </ul>	<p><b>Low priority for continuous improvement</b></p>

The vertical axis represents L – M – H Community Attractiveness or Desire for Programs

The horizontal axis represents L – M – H District satisfaction with programs

The high value programs are those in which CE should spend 80% of its resources (time, talent, money).

The programs seen as needing to be improved are those you should spend time on when you get to them.

The programs that have low value should be totally redesigned or stopped.

Mahtomedi Public Schools Community Education

**SUCCESS SYSTEM**

October, 2007

**A. Develop and broker partnerships to be the hub of connections between district and communities**

MEASURE	WT	1 - CONCERN	2 - ACCEPTABLE	3 - VISION
<b>Grades 6-12 Student Asset Development</b> (Arena F- District Plan)	15%	Lower 75 % (as compared to state) of MN Student Survey of district's targeted healthy behaviors	Top 25% (as compared to state) of MN Student Survey of district's targeted healthy behaviors	Top 10% (as compared to state) of MN Student Survey of district's targeted healthy behaviors
<b>Civic Community Partnership</b> (Arena E- District Plan)	35%	>3 of 8 cities rate partnership as a convenience or moderate satisfaction	5 of 8 cities rate partnership as important & satisfactory	6 of 8 cities rate partnership as essential & highly satisfactory
<b>Local Business / Non Profit Entities</b> (Arena E- District Plan)	25%	Decreasing level of engagement by entities in CE program services	Level & moderate engagement by entities in CE program services	Increasing & substantial engagement by entities in CE program services
<b>Critically Important Community Groups</b> (Arena B- District Plan)	25%	< 50% of critically important community groups are engaged and satisfied	> 50% of critically important community groups are engaged & moderately satisfied	> 80% of critically important community groups are actively engaged & highly satisfied

**B. Co-brand with the district as the 'first and best' source of Community Education for learning and living**

MEASURE	WT	1 - CONCERN	2 - ACCEPTABLE	3 - VISION
<b>Support District to have a high and effective level of resident participation</b> (Arena E- District Plan) <ul style="list-style-type: none"> <li>o K-12 School Age</li> <li>o Early Education Students/Families</li> <li>o Adults</li> </ul>	25%  50% 30% 20%	< 60% participation < 60% participation < 20% participation	> 60% participation > 60% participation > 20% participation	> 75% participation > 75% participation > 30% participation
<b>Level of Complementary work, Shared Identity of District &amp; CE</b> (Arena B- District Plan)	4%	Consistently engaging in late or missing opportunities for complementary work	Moderate levels of complementary work and decision making with district staff	High levels of complementary work and decision making with district staff

<b>Staff Survey- level of satisfaction</b> ○ District Staff ○ CE Staff (Arena D- District Plan)	<b>30%</b> 50% 50%	< 60% of respondents are satisfied or highly satisfied	> 60% of respondents are satisfied or highly satisfied	> 75% of respondents are satisfied or highly satisfied
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### C. Acquire and manage all available resources in a responsible and inventive manner

MEASURE	WT	1 - CONCERN	2 - ACCEPTABLE	3 - VISION
<b>Financial</b> ○ Operating Margin (bottom line) ○ Fund Balance (bottom line, 3 reserves) ○ Expense Management (Arena C- District Plan)	<b>35 %</b> 50 % 20 % 30 %	<0% margin <15% fund balance >3% expense variability to plan	> 2% margin > 15% fund balance < 3% expense variability to plan	> 5% margin > 20% fund balance < 2% expense variability to plan
<b>Human Resources</b> ○ Core Internal Staff ○ Community (Arena C- District Plan)	<b>45 %</b> 60 % 40 %	< 70% rating regarding overall job satisfaction, value to district, value to community and clarity of roles	> 70% rating regarding overall job satisfaction, value to district, value to community and clarity of roles	> 90 % rating regarding overall job satisfaction, value to district and clarity of roles
<b>Physical</b> ○ Indoor School/Community facilities ○ Outdoor Facilities (Arena C- District Plan)	<b>20 %</b> 40 % 60 %	<80% user satisfaction/fulfillment of need <80% user satisfaction/fulfillment of need	>80% user satisfaction/fulfillment of need >80% user satisfaction/fulfillment of need	>90% user satisfaction/fulfillment of need >90% user satisfaction/fulfillment of need

### D. Continuous improvement of innovative programming and services supported by unique delivery systems

MEASURE	WT	1 - CONCERN	2 - ACCEPTABLE	3 - VISION
<b>Program Management to Portfolio Strategy</b> (Arena A- District Plan)	<b>40%</b>	CE and District leadership rating as being less than moderately efficient and effective in management of programs to portfolio strategy and use of time	CE and District leadership rating as being moderately efficient and effective in management of programs to portfolio strategy and use of time	CE and District leadership rating as being highly efficient and effective in management of programs to portfolio strategy and use of time
<b>Creative Curriculum Assessment of Mahtomedi Area Preschool students</b> (Arena A- District Plan)	<b>10%</b>	<85% of students reach skill development targets	>85% of students reach skill development targets	>95% of students reach skill development targets

<b>Satisfaction with High Priority Programs and Services</b> (Arena A- District Plan)	<b>20%</b>	< 80% of high satisfaction by users of highest priority programs and services	> 80% of high satisfaction by users of highest priority programs and services	> 90% of high - very high satisfaction by users of highest priority programs and services
<b>Adult learning: Enrichment, Engagement, Parent Education</b>	<b>10%</b>	<80% of participants report expectations of experience were met	>80 of participants report expectations of experience were met	>90% of participants report expectations of experience were met
<b>Dynamic Capacity; Flexibility &amp; Adaptability</b> (Arena A- District Plan)	<b>20%</b>	< 70 % of district staff and community survey respondents view CE as flexible, responsive and adaptable to District and community needs	> 70 % of district staff and community survey respondents view CE as flexible, responsive and adaptable to District and community needs	> 80 % of district staff and community survey respondents view CE as flexible, responsive and adaptable to District and community needs

# Minutes of Regular Meeting

## Board of Education Mahtomedi Public Schools

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A Regular meeting of the Board of Education of the Mahtomedi Public Schools was held **September 13, 2007**, beginning at 7:00 PM in the Mahtomedi District Education Center - Community Room.

1. CALL TO ORDER

Meeting called to order at 7:00 p.m. by Chair Judy Schwartz.

2. ROLL CALL OF ATTENDANCE

Present: John Belisle; Cathy Dalton; Kevin Donovan; Bill Roberts; Judy Schwartz; Steve Wolgamot; Superintendent Mark Wolak, ex officio; and Alec Nicholson, Student Representative.

3. APPROVAL OF THE AGENDA

Belisle moved, Donovan seconded, approval of the agenda. Carried.

4. APPROVAL OF THE CONSENT AGENDA - See #14 for Consent Agenda Items

Chair Judy Schwartz highlighted the donation from the Comprehensive Arts Planning Program (CAPP) of \$13,728. Roberts moved, Belisle seconded, approval of the actions recommended on the consent agenda. Carried.

5. PRESENTATIONS/RECOGNITION

A. Mahtomedi High School - Program Review Update

John Deir, High School Principal, introduced, Kathe Nickleby, Assistant Principal, Christopher Moore, and Rob Pontious. Moore is serving a 10-month position providing support for Nickleby while she is assigned to leadership for the development of the Mahtomedi Engineering Leadership Program. Pontious was selected by the program review team to make the presentation this evening.

Pontious thanked Dr. Sue Ann Gruver for her effective leadership throughout the program review process. He highlighted the successes of the team and stated that the process was an authentic means to strengthen all programs at the High School. The team completed a self-assessment, reviewed current research, conducted open forums with all staff, identified areas for curriculum improvements, improved the participation of staff in decision-making, and developed a balanced scorecard

for measuring progress. Major goal areas are 1) to address the needs of students in the area of substance abuse, 2) improve student voice in school decisions, and 3) address the 21<sup>st</sup> Century needs of learners. Pontious answered specific questions about the materials presented.

School board members praised the program review team for their diligent efforts to improve curriculum and learning opportunities for students and staff.

B. Johnson Controls Solutions Team - Facility Planning

Johnson Controls Solutions Team presented an overview of the team process to assist school districts in all phases of facility planning and improvement. Team leader, Arif Quraishi, highlighted the team commitment to:

1. Collect data and determine the facts,
2. Lead a community planning committee to understand the facts and choices for the school district,
3. Assist the district to determine the financial needs and solutions to those needs,
4. Gain support of the community through education and participation, and
5. Execute the plan the school board approves through ongoing leadership in all phases of planning and construction.

6. PUBLIC COMMENT

None.

7. REPORT FROM STUDENT REPRESENTATIVE

Student Representative Alec Nicholson reported on the upcoming parent teacher conferences, homecoming festivities, the utilization of SmartBoard technology in all classrooms at the high school, student leadership organizations at the high school, and the proposed revisions to the student representative on the school board policy.

8. APPROVAL OF MINUTES

A. August 10, 2007 - Regular Meeting

Wolgamot moved, Donovan seconded, approval of the minutes from the August 10, 2007, school board meeting. Carried.

B. August 24, 2007 - Study Session

Wolgamot moved, Donovan seconded, approval of the minutes from the August 24, 2007, school board study session. Carried.

9. ACTION ITEMS

A. Approval of Preliminary Levy Payable 2008-2009

Denise Sundstrom, Director of Business Services, recommended the adoption of the preliminary levy for 2008-2009. A final levy calculation will occur by December 2007. Roberts moved, Wolgamot seconded, approval to adopt the preliminary levy for 2008-2009. Carried.

10. DISCUSSION/INFORMATION ITEMS

A. Calendar of Events

Chair Judy Schwartz reviewed the calendar of events.

B. Policies

1. First Reading of Policy 503 - Student Representation on School Board

Student representative, Alec Nicholson, reviewed a number of suggested improvements to this policy.

2. First Reading of Policy 515 - Protection and Privacy of Pupil Records

Superintendent Mark Wolak noted several recommended improvements to this policy as per legal updates.

11. SCHOOL BOARD COMMITTEE REPORTS

A. Association of Metropolitan School Districts (AMSD) Board

None.

B. East Metro Integration District 6067 (EMID)

School board member Kevin Donovan noted the proposed changes in the joint powers agreement.

C. Minnesota School Boards Association (MSBA) Legislative Liaison

School board member Kevin Donovan reported on the regional meetings and the number of school districts seeking additional funding through local levy referendums in November.

D. Northeast Metro 916 Board

A report from John Belisle was included with the board packet materials.

12. SUPERINTENDENT'S REPORT

A. Report on Opening Weeks of School

Superintendent Mark Wolak thanked students, staff and parents for the smooth beginning to the school year at all schools and learning sites.

13. CLOSE MEETING

Roberts moved, Wolgamot seconded, approval to close the meeting to discuss labor negotiations pursuant to Minnesota Statute 13D.03. Carried.

14. OPEN MEETING

Roberts moved, Wolgamot seconded, approval to reopen the school board meeting. Carried.

15. ADJOURNMENT

Roberts moved, Wolgamot seconded, adjournment. Meeting adjourned at 9:30 p.m. Carried.

16. CONSENT AGENDA ITEMS (Items Approved Under #4)

A. Approval to Pay Bills

B. Approval of Wire Transfer Transactions

C. Approval of Membership in Minnesota State High School League

D. Gifts/Grants

1. Approval of Donation from the Comprehensive Arts Planning Program (CAPP) to Fund the Carole Fargo Art Projects - \$13,728.67
2. Approval of Donation from Community POWER! (Partners On Waste Education & Reduction) to Mahtomedi Adventure Camp - \$5,925
3. Approval of Donation from the Costa Rica - Minnesota Fund of The St. Paul Foundation to Costa Rica/ISD 832 Student Exchange - \$5,000
4. Approval of Donation from David Stevens and Elizabeth Borg to Costa Rica/ISD 832 Student Exchange - \$800
5. Approval of Donation from Frederick and Stella Treiber to Costa Rica/ISD 832 Student Exchange - \$796

E. Personnel

1. Approval of Contracts and Work Agreements

- a. Phil Belden - Supervisor of Buildings and Grounds - District Wide (2007-2008)
- b. Ann Capeder - ELL/Integration Supervisor - District Wide (2007-2008)
- c. Debra Crompton - Lunchroom Paraprofessional - Mahtomedi Middle School (2007-2008)
- d. Amy Dettling - Long-Term Substitute Social Studies Teacher - Mahtomedi Middle School (8/27/07 to 11/8/07)
- e. Robyn Engen - Lunchroom Paraprofessional - Mahtomedi High School (2007-2008)

- f. Bryan Farmer - Physical Science Teacher - Mahtomedi High School (2007-2008)
  - g. Kimberly Ficcadenti - Paraprofessional - Mahtomedi High School (2007-2008)
  - h. Elisabeth Haen - English Teacher - Mahtomedi High School (2007-2008)
  - i. Jeanne Harvieux - Long-Term Substitute Reading/SLD Teacher - Mahtomedi Middle School (8/27/07 to 11/21/07)
  - j. Susan Hjelle - Paraprofessional - Wildwood Elementary School (2007-2008)
  - k. Benjamin LaFrinier - Paraprofessional - O. H. Anderson Elementary School (2007-2008)
  - l. Rainiera Letourneau - Speical Education Teacher - Mahtomedi Middle School (2007-2008)
  - m. Dawn Maslowski - Administrative Assistant to the Superintendent - District Office (2007-2008)
  - n. Jane Molitor - Lunchroom Paraprofessional - Mahtomedi Middle School (2007-2008)
  - o. Christopher Moore - Assistant Principal - Mahtomedi High School (2007-2008)
  - p. Lindsey Olson - Paraprofessional - Mahtomedi High School (2007-2008)
  - q. Jonathan Osborne - Paraprofessional - Mahtomedi Middle School (2007-2008)
  - r. Julie Swenson - Paraprofessional - Wildwood Elementary School (2007-2008)
  - s. Angela Vedders - Social Studies Teacher - Mahtomedi High School (2007-2008)
2. Approval of Resignations/Retirements/Terminations
- a. Allison Furth - Paraprofessional- Mahtomedi High School (8/14/07)
  - b. Lee Gillespie - Physical Education Teacher - Mahtomedi High School (8/28/07)
  - c. Melanie Krolak - Paraprofessional - Mahtomedi High School (8/15/07)
  - d. Margie Munter - Paraprofessional - Wildwood Elementary School (8/28/07)
  - e. Sharon Peterson - Paraprofessional - Wildwood Elementary School (8/22/07)
  - f. Mike Redmond - Social Studies Teacher - Mahtomedi High School (8/23/07)
  - g. Nancy Walters - Job Coach - Mahtomedi High School (8/14/07)

WILLIAM ROBERTS, CLERK

# Minutes of Study Session

## Board of Education Mahtomedi Public Schools

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A Study Session of the Board of Education of the Mahtomedi Public Schools was held **September 28, 2007**, beginning at 7:00 AM in the Mahtomedi District Education Center - Community Room.

1. CALL TO ORDER

Meeting called to order at 7:01 a.m. by Acting Chair Bill Roberts.

2. ROLL CALL OF ATTENDANCE

Present: John Belisle; Cathy Dalton; Kevin Donovan; Bill Roberts; Steve Wolgamot; and Superintendent Mark Wolak. Absent: Judy Schwartz.

3. DISCUSSION/INFORMATION ITEMS

A. Review and Discuss Board Meeting Schedule

Superintendent Mark Wolak and school board members reviewed the proposed school board meeting schedule through December and for 2008. Board members prefer a Thursday evening study session in lieu of the current Friday morning session. A schedule for 2008 will be presented at the October 11 school board meeting.

B. Discuss Next Steps with Facility Planning

The Johnson Controls Solutions Team made a formal presentation to the school board at a regular meeting on September 13. School board members discussed the next steps in the process and requested the contract with Johnson Controls be on the October school board meeting agenda for approval.

C. Update on Balanced Scorecard and Preparation for October 26 Data Retreat

Superintendent Mark Wolak and administrators are preparing materials for the upcoming data retreat. The scorecard for the school district will include a school or program report card in alignment with district goals. School board members will be asked to review the results, consider the insights identified by administration, and participate in setting new improvement targets for each goal or strategy. Wolak noted the importance of reaching agreement on progress measures and the weighting of those measures for each area.

D. Discuss Minnesota School Boards Association (MSBA) Resolution

School board members discussed the importance of a Minnesota School Boards Association (MSBA) resolution to eliminate the sunset provision in local levy referendums for school districts. The history of the current law was discussed. The resolution passed unanimously and will be brought to the MSBA process by Kevin Donovan, John Belisle, and Cathy Dalton.

E. Dialogue: Governance/Policy and Role of the School Board

Dennis Cheesebrow, TeamWorks International, reviewed and discussed the practices of effective school board governance with the school board.

4. ADJOURNMENT

Wolgamot moved, Belisle seconded, adjournment. Meeting adjourned at 9:09 a.m. Carried.

STEVEN WOLGAMOT, ACTING CLERK

**INDEPENDENT SCHOOL DISTRICT 832**  
**MAHTOMEDI, MINNESOTA**

**CALL FOR BIDS**  
**FOR**  
**LAWN AND TURF CARE SERVICE**

Notice is hereby given that sealed bids will be received by the Board of Education, Independent School District 832, Washington County, Mahtomedi, Minnesota, until 10:00 AM central time, Friday, October 26, 2007, for the purchase of Lawn and Turf Care Service according to specifications on file in the Office of Director of Business Services, Independent School District 832, 1520 Mahtomedi Avenue, Minnesota, at which time the bids will be opened publicly and read aloud in the District Office, located at the above address, and tabulated for review by staff members who will make recommendations to the Board of Education for their consideration at a later meeting. At that time, copies of the tabulation will be available to interested parties or the bids otherwise made public and the Board will take action thereon.

Specifications and bid forms may be obtained from the Office of the Director of Business Services, ISD 832, 1520 Mahtomedi Avenue, Mahtomedi, MN 55115.

A Pre-Bid meeting, followed by a site-inspection, will be held on Monday, October 22, 2007 at 9:00 AM in the board room at the school district office, 1520 Mahtomedi Avenue, Mahtomedi, MN 55115.

Bids are to be submitted in an opaque, sealed envelope addressed to the Office of Director Business Services, ISD 832, 1520 Mahtomedi Avenue, Mahtomedi, MN 55115 and clearly marked on the outside that it is a bid for Lawn and Turf Care Service, Due October 26, 2007 at 10:00 AM. Each bidder must furnish with each bid a certified check or bid bond in the amount of \$2,000 made payable to the Treasurer of ISD 832, to be forfeited as damages in case the bid be accepted and the bidder fails to enter into a contract with the Owner or fails to deliver services as specified according to the provision of these bid specifications. The Board reserves the right to reject any or all bids and to waive any informalities in bids.

Dated at Mahtomedi, Minnesota, this 11th day of October, 2007

BOARD OF EDUCATION  
Independent School District 832

## CONTRACT FOR PROFESSIONAL SERVICES

THIS Contract For Professional Services is entered into between:

“OWNER”

And

“PROFESSIONAL”

**ADDRESS AND AUTHORIZED REPRESENTATIVES:** The authorized representatives and addresses of the Owner and the Professional are:

OWNER Independent School District 832 (Mahtomedi)

Representative: Ms. Denise Sundstrom

Address: 1520 Mahtomedi Avenue

City, State, Zip: Mahtomedi, Minnesota 55115

Telephone: (651) 407-2003

FAX: (651) 407-2025

E-mail: dsundstr@mahtomedi.k12.mn.us

PROFESSIONAL Johnson Controls, Inc.

Representatives: Arif Quraishi; Michael David

Address: 1801 67<sup>th</sup> Avenue North

City, State, Zip: Minneapolis, Minnesota 55430

Telephone: (763) 585-5016

FAX: (763) 566-2208

E-mail: [arif.quraishi@jci.com](mailto:arif.quraishi@jci.com); [michael.j.david@jci.com](mailto:michael.j.david@jci.com)

### OWNER'S PROJECT IDENTIFICATION INFORMATION:

Project Title: Comprehensive Facilities Plan

Project Location: Mahtomedi, Minnesota 55115

General Project Description:

See Johnson Control, Inc.'s Comprehensive Facilities Plan Development and Implementation Proposal (“Proposal”), Appendix 1 with Attachments A through C to this Contract for Professional Services.

## **RECITALS**

- A. The Owner intends to construct the Project and is engaging the Professional to perform certain services for the Project as set forth in the Proposal, Appendix 1 and Attachments A through C thereto.
- B. The Owner and Professional each acknowledges that it will act in good faith in carrying out its duties and obligations.
- C. The Owner's engagement of the Professional is based upon the Professional's representations to the Owner that it (i) is an organization of professionals experienced in the type of services the Owner is engaging the Professional to perform; (ii) is authorized and licensed to do business in the State in which the Project is located; (iii) is qualified, willing and able to perform professional services for the Project; and, (iv) has the expertise and ability to provide professional services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- D. The Owner and Professional each acknowledges that it has reviewed and familiarized itself with this Contract For Professional Services, including the documents enumerated in ARTICLE 1, and agrees to be bound by the terms and conditions contained therein.
- E. Owner designates a responsible employee for administration and coordination of the work. Professional designates a responsible employee to act on its behalf in any matter under this Agreement. Either party may designate in writing one or more persons to act on its behalf in any manner under this Agreement, provided notice is given according to the provisions set forth in Article 2 below.
- F. It is specifically understood and agreed that at all times pertinent to this Agreement, Professional shall be an independent Contractor and shall not be considered an employee of the Owner.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### **ARTICLE 1 THE CONTRACT DOCUMENTS**

- 1.1 The "Contract For Professional Services" between the parties is comprised of the following documents:
  - 1. Contract for Professional Services.

2. Comprehensive Facilities Plan Development and Implementation Proposal Appendix 1, with Attachments A through C.
3. Project Manuals for each Project identified in this Agreement.

**ARTICLE 2  
NOTICES**

- 2.1 Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by telex, facsimiles, or telecopy to the addresses set forth above. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a telex, facsimile or telecopy.

**ARTICLE 3  
SCOPE OF SERVICES AND COMPENSATION OF PROFESSIONAL**

- 3.1 The Professional shall perform services for the Project as set forth in the Proposal attached as Appendix 1 with Attachments A through C, which shall constitute the Scope of Services for this Contract for Professional Services.
- 3.2 The Owner shall compensate the Professional for mutually agreed upon Services as follows:

In accordance with the Proposal, attached as Appendix 1 with Attachments A through C, the Owner shall pay Professional as set forth in the Proposal (Price and Payment Terms) and Attachment C.

- (1) The Professional's invoice(s) for payment shall itemize or show a breakdown of the various phases or parts of the Professional's Contract Price, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice.
- (2) The invoice shall also include a certification signed by the Professional stating that the Professional has paid its consultants, subcontractors and suppliers their proportional share of all previous payments received from the Owner.
- (3) The signature of the Professional on any invoice shall constitute the Professional's certification to the Owner that the Professional's services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract Documents, that the reimbursable expenses have been reasonably incurred, and that the amount requested is

currently due and owing.

- 3.3 The Owner shall compensate the Professional for mutually agreed upon extra services, if any, if rendered on an hourly-rate basis, at the hourly rates set forth in the Professional's Payment Schedule, attached as Appendix 2; and if rendered on a lump sum basis, in an amount mutually agreed upon writing by the Owner and the Professional prior to the performance of such extra services.

## **ARTICLE 4 GENERAL CONDITIONS**

### **4.1 Professional Services**

- 4.1.1 The Professional's services consist of those services performed by the Professional, the Professional's employees, and the Professional's consultants and contractors.
- 4.1.2 The Professional, as professional advisor and consultant to the Owner for the Project, accepts and acknowledges the relationship of trust and confidence established with the Owner and covenants to furnish professional services to the Owner in an expeditious, economical and proper manner consistent with the Owner's interests and objectives.
- 4.1.3 The Professional shall determine and promptly notify the Owner in writing when extra services are necessary or desirable in connection with the Project, and shall not commence any such services without receiving prior written approval by the Owner.

### **4.2 Professional's Performance of Services**

- 4.2.1 The Professional understands and acknowledges that time is of the essence in completion of the Project and the Owner will incur damages if the Project is not completed on time. The Professional shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project Schedule and in accordance with all applicable schedules, including but not limited to the Project Schedule and other requirements bearing on the Project.

### **4.3 Professional's Duties**

- 4.3.1 The Professional shall cooperate and communicate with the Owner and all other persons or entities required for satisfactory completion of the Project.
- 4.3.2 When requested to do so by the Owner, the Professional shall process documents,

- and provide other reasonably required drawings, services and certifications, necessary to enable the Owner to obtain financing or insurance for the Project.
- 4.3.3 The Professional shall perform all services and prepare all documents in accordance with requirements of governmental agencies having jurisdiction over the Project.
- 4.3.4 The Professional shall provide documents to the Owner for review in accordance with schedule requirements and with sufficient lead time to allow the Owner reasonable time for review.
- 4.3.5 The Professional shall process documents and provide other reasonably required documents, services and personnel, necessary to ensure that the Professional's services and work product comply with requirements of governmental agencies having jurisdiction over the Project.
- 4.3.6 The Professional shall promptly make additions, changes and corrections to any documents prepared by the Professional necessitated by errors and omissions in the Professional's performance of its services.
- 4.3.7 It is expressly agreed and understood that the Owner has contracted with the Professional for the provision of expert Comprehensive Facilities Plan services described in the Johnson Controls, Inc. Proposal and services as provided in this Agreement. It is expressly agreed and understood that the Owner does not represent that it is knowledgeable in comprehensive facilities planning, design, engineering or commissioning areas or other disciplines involving design or construction, and that the Owner is relying upon the Professional to at all times perform its services to the appropriate degree of professional skill and care to comply with the requirements of this Agreement and Contract Documents, and applicable laws, codes, ordinances, rules, regulations, and construction industry standards, and that the Professional expressly agrees to provide sufficient organization, personnel and management to properly carry out these requirements. The Owner and Professional agree to cooperate with one another and to maintain a good working relationship during the Project.
- 4.3.8 The Professional expressly acknowledges that safety of persons and property is a prime concern for the Project. The Professional shall inform any of its Consultants or Subconsultants working on the project that safety of persons and property is a prime concern for the Project, and that shortcuts or other means to avoid or circumvent proper safety procedures will not be tolerated or permitted. The Professional shall secure acknowledgment from each of these entities that it has been so informed before any Professional, Consultant or Subconsultant will be permitted to begin their work on the Project.

#### 4.4 **Professional's Personnel And Consultants**

4.4.1 The Professional shall be responsible for all services performed by the Professional's consultant(s), if any, and shall assure that the work of its consultants complies with all the requirements of this Contract For Professional Services. Fees for the Professional's consultant(s) are included in the Professional Contract Price.

#### 4.5 **Professional's Records**

4.5.1 Unless otherwise provided, the Professional shall maintain its records for five (5) years after the Project Completion Date. If the Professional receives notification of a dispute or the commencement of litigation regarding the Project within this five (5) year period, the Professional shall continue to maintain all Project records until final resolution of the dispute or litigation.

#### 4.6 **Contamination, Claim And Incident Reporting**

4.6.1 The Professional shall immediately notify the Owner both orally and in writing of the presence and location of any environmental contamination of the Site of which it becomes aware or reasonably should become aware, including but not limited to Hazardous Substances and petroleum releases.

4.6.2 The Professional shall immediately notify the Owner both orally and in writing of the details of all incidents of which it becomes aware which adversely affect or have the potential to adversely affect the quality or progress of the Services and Work including, but not limited to, union jurisdictional disputes, accidents, damages to Services and Work and similar significant occurrences.

#### 4.7 **Changes to Contract**

4.7.1 The Professional understands and agrees that the Contract For Professional Services cannot be changed except as provided herein.

4.7.2 No act, omission or course of dealing by the parties shall alter the requirement that modifications of the Contract For Professional Services can be accomplished only by written documents signed by the parties.

4.7.3 If the Professional disputes a decision (i) that a change has occurred in its scope of services; (ii) whether a change in its scope of services will result in adjustment of its compensation or applicable schedules; or (iii) the amount of any adjustment of compensation or applicable schedules, the Professional shall nevertheless continue to provide its services.

## 4.8 **Mediation**

4.8.1 The Professional and Owner shall make good faith efforts to informally resolve all claims or disputes between them. Any claims or disputes arising out this Agreement, or the Contract Documents or the breach thereof which cannot be informally resolved shall be subject to mediation. Mediation shall be in accordance with the Construction Industry Mediation Rules currently in effect. Mediation shall be through a mediator agreed upon by the parties, or if one cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing with the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose.

## 4.9 **Termination or Suspension of Contract**

4.9.1 **Termination for Cause:** If the Professional defaults by failing to substantially perform any material terms of this Contract For Professional Services, as determined by the Owner, the Owner may give a written default notice to the Professional. The written notice shall set forth the nature of the default and request the Professional initiate cure within seven (7) business days from the date of notice. If the Professional fails to cure the default upon the request of the Owner and continue such cure until complete, the Owner may give notice to the Professional of immediate termination.

4.9.2 **Termination Or Suspension for Convenience:** The Owner may at any time give written notice to the Professional terminating this Contract for Professional Services or suspending the Project, in whole or in part, for the Owner's convenience and without cause. If the Owner terminates this Contract For Professional Services or suspends the Project, the Professional shall immediately reduce staff, services and outstanding commitments in order to minimize the cost of termination or suspension.

In case of such termination for the Owner's convenience, Professional shall be entitled to receive payment for Services executed, and reasonable costs incurred by reason of such termination, including demobilization costs, but not consequential damages. If the Owner has incurred damages or losses as a result of the actions or omissions of Professional, its consultants, subconsultants, or anyone employed by them or for whose acts Professional may be liable, the Owner shall be entitled to

reduce any payments to Professional in the amount of any such damages or loss.

4.9.3 Upon termination, Professional will deliver to Owner or its designee all records, documents or materials in its possession or control of Professional which relate to the Project and for which payment has been received. If services have been prepared for, or performed, for which payment has not been received as of the date of termination, Owner shall be entitled to purchase the products of those Services, such as records, materials and documents, for the consideration due therefore under this Agreement. If Owner does not purchase the products of these Services, Owner remains liable to Professional for any unpaid charges for Services performed. Owner shall be responsible for reasonable risks associated with the post termination use of materials and documents created by the Professional.

#### 4.10 **Additional Provisions**

4.10.1 The Contract for Professional Services represents the entire and integrated agreement between the Owner and the Professional, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Contract for Professional Services may be amended only by written instruments signed by both the Owner and the Professional.

4.10.2 The Professional shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to lost profits, lost business opportunities, unabsorbed overhead or any direct or indirect consequential damages.

### **ARTICLE 5 INSURANCE**

5.1 The Professional shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the state in which the Project is located, insurance policies containing the following types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Professional Services by the Professional or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

5.1.1

The Professional shall provide insurance for the Project as follows:

1. Premises Operations (including X, C and U coverage as applicable.)

2. Independent Professionals' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual including specified provision for Professional's obligations under Article 7.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with the Agreement and Contract Documents.

The insurance required by Professional shall be written for not less than the following, or greater if required by law:

- (1). Workers' Compensation
  - a. State: Statutory
  - b. Voluntary Compensation (by exempt entities): Same as State Workers' Compensation
  - c. Applicable Federal (e.g., Longshoremen, harbor work, Work at or outside U.S. Boundaries): Statutory
  - d. Maritime:  
  
Not applicable
  - e. Employer's Liability:  
  
\$ 1,000,000 Each accident  
\$ 1,000,000 Disease, Policy Limit

\$ 1,000,000 Disease, Each Employee;

f. Benefits required by union labor contracts: As applicable.

(2). General Liability (including Premises-Operations; Independent Professional's Protective; Products and Completed Operations; Broad Form Property Damage):

a. Bodily and Property Damage (Combined Single Limit):

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

b. Products and Completed Operations Insurance shall be maintained for a minimum period of one year after final payment and the Professional shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

c. Property Damage Liability shall include coverage for the following hazards:

X (Explosion)

C (Collapse)

U (Underground)

d. Contractual Liability (Hold Harmless Coverage):

Bodily and Property Damage (Combined Single Limit):

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

e. Personal Injury (with Employment Exclusion deleted, if applicable):

\$1,000,000 Each Occurrence.

(3). Umbrella Excess Liability:

\$5,000,000 Over Primary Insurance

\$10,000 Retention

- (4). Automobile Liability (owned, non-owned, hired):

Bodily and Property Damage (Combined Single Limit):

\$1,000,000 Each Occurrence

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable.

- .1 The Professional shall furnish one copy of each Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by the Agreement and Contract Documents. The Professional shall furnish to the Owner copies of endorsements that are subsequently issued amending coverage or limits.
- .2 The Owner shall be added as an additional named insureds under Professional's liability insurance, and endorsements shall be issued and provided to the Owner reflecting such additional insured coverage.

5.1.2 The Professional shall provide professional liability insurance as follows:

- (1) Limits of Liability will be \$1 million per claim and an aggregate of \$2 million.
- (2) The policy will have a three year extended reporting period from the Final Acceptance Date with respect to all events that occurred, but were not reported, during the term of policy.
- (3) The policy shall have a retroactive date of no later than the earliest date the Professional performed any professional services for the Owner, and shall protect against any negligent act, error or omission arising out of design or engineering activities with respect to the Project.
- (4) The policy shall be evidenced by a certificate of insurance acceptable to the Owner which provides that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the Owner. If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Professional commenced performance of its services

under the Contract For Professional Services.

- (5) Prior to performance of services on the Project, the Professional shall ensure that its required insurance coverage, and that of its consultants, is in effect pursuant to this Contract For Professional Services. The Professional agrees that the Owner shall have no responsibility to verify compliance by the Professional or its consultants, Professionals, subProfessionals or suppliers with any insurance requirements.
- (6) Insurance coverage (including any deductible or self-insured retention) required from Professional, its consultants or from persons or entities other than the Owner shall be deemed primary to any coverage provided by the Owner.
- (7) The Owner shall not be liable, and shall provide no insurance, for any loss or damage incurred by the Professional or its consultants, or by their agents and employees, to tools, machinery, equipment and other property owned by them, regardless of whether such losses are insured by them. The Professional hereby releases and discharges the Owner of and from all liability to the Professional, and to anyone claiming by, through or under the Professional, by subrogation or otherwise, on account of any loss or damage to such tools, machinery, equipment or other property, however caused.

## **ARTICLE 6 OTHER PROVISIONS**

- 6.1 Professional is not an agent of the Owner and will only be expected to perform in accordance with the Scope of Services expressly set forth in this Agreement.
- 6.2 Professional may employ such consultants as Professional deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner.
- 6.3 Professional and its Consultants may, to the extent permitted by law, use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6.4 Professional's Services consist of those services set forth in the Proposal, Appendix 1 with Attachments A through C. Professional shall expeditiously complete its services.

- 6.5 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Professional’s performance of its Services.
- 6.6 Owner shall be responsible for, and to the extent permitted by law, Professional may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Professional pursuant to this Agreement. To the extent permitted by law, Professional may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 6.7 Except as set forth in the Proposal (Price and Payment Terms) and Attachment C thereto, the Owner shall not be obligated to pay for any Services under this Agreement until funding (Health & Safety, Alternative Facilities Bonding, or other) is approved by the Minnesota Department of Education or by a voter-approved referendum.

Independent School District 832  
 (“Owner”)

Johnson Controls, Inc.  
 (“Professional”)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 1

### COMPREHENSIVE FACILITIES PLAN ("PLAN") DEVELOPMENT & IMPLEMENTATION PROPOSAL

PARTIES: Independent School District No. 832 (ISD 832 or District)  
1520 Mahtomedi Avenue  
Mahtomedi, Minnesota 55115

Johnson Controls. Inc. (JCI or Johnson Controls)  
1801 67<sup>th</sup> Avenue North  
Minneapolis, Minnesota 55430

#### Overview

1. ISD 832 is contracting with JCI Solutions Professional Services Group to develop and implement a Comprehensive Facilities Plan for the District. Professional services to be provided by JCI include, but are not limited to: assessment, communication, planning, financial solution development, program management, architecture, engineering, construction management, commissioning, and performance guarantees. To develop and implement the Comprehensive Facilities Plan in a timely and logical manner, a three-phase approach will be used. This Proposal defines the obligations of both parties during each phase. The Parties to this Proposal understand and agree the District shall issue to JCI specific Job Orders or Project Specific Agreements that outline particular scopes of work. Those Job Orders or Project Specific Agreements shall incorporate this Proposal and the attachments hereto.

#### Scope of Work

2. The scopes of work for phases I, II, and III are defined on Attachments A, B, and C (the "Work"). The purpose of Phases I and II is to have JCI formulate a Comprehensive Facilities Plan for the District. The purpose of Phase III is to implement the Plan, once it is approved by the Board of Education. To ensure the benefits associated with JCI's recommendations are realized by the District, all professional services required to deliver Phase III shall be provided by JCI. JCI will conduct a selection process to ensure that the appropriate architect is selected based on the needs identified in the facilities plan (see attachment C).

#### Price and Payment Terms

3. Phases I and II: The costs associated with Phase I and II shall be paid following the completion of Phase I and Phase II (PI and PII) Work and the presentation of the Final Plan to the Board of Education. The District agrees to pay JCI a total lump sum combined fee for Phases I and II of \$90,000. This fee is included in the fee structure established in Attachment C and therefore is part of the PIII cost.
4. The District will not incur expenses to develop the comprehensive plan until PII work is complete and the Final Plan presented to the Board of Education.
5. JCI shall perform PI and PII work consistent with the scope of work set forth in Attachments A and B. PI and PII shall be deemed to be completed upon receipt by the District of the Deliverable set forth in Attachment A, section 4.0 (comprehensive report containing audit findings and potential solutions). If the District elects to

proceed with PIII, then the District shall execute a written notice to proceed to JCI and execute any necessary contract documents or amendments to this Proposal required for JCI to begin the PIII Work. If the District does not proceed with PIII Work, then the District is not obligated to execute any additional contract documents with JCI for PIII Work. The District, however, agrees it shall not proceed with PIII Work with any company other than JCI for the Term, as defined in paragraph 13 below, of this Proposal, unless JCI is terminated for cause, in which case the District may proceed with PIII with another company.

6. Phase III: Should the District agree to proceed with Phase III, the District shall use JCI to provide professional services associated with Phase III: Implementation of the Comprehensive Facilities Plan. Phase III Work shall include, but not be limited to the following Projects: new construction, additions, remodeling, renovation, repairs, energy conservation measures, and other facilities improvements with the exception of FF &E and existing roofing and tuck pointing projects, which will be managed by the District. For Phase III Work, ISD 832 shall issue separate Project Agreements consistent with the compensation in this Proposal, Attachment C ("PIII Fees"). JCI agrees that all Phase III Work managed or performed by them will not violate the Minnesota prohibition on design-build contracts awarded without competitive bidding to the low bidder, and that the selection and hiring of others to complete the actual construction work will comply with the competitive bidding laws in Minnesota and other applicable laws.
7. Following the receipt of a notice to proceed from the District, JCI shall commence Phase III Work. The District understands JCI will commence substantial preparatory work in advance of the commencement of Phase III work, but the District is not obligated to pay JCI for such preparatory work if the Plan is not approved by the Board of Education, or if financing is not secured for PIII. JCI shall be entitled to bill for all Work completed in advance of receiving a formal notice to proceed with Phase III as long as PIII financing is secured and the Board of Education has approved Phase III. These costs are included in the overall fees detailed in attachment C.
8. Payment for all Phase III services will be paid on a progress billing basis. Progress billings will commence upon approval of the Plan by the Board of Education. All Work completed by JCI will be billed in accordance with the Fee Schedule outlined in Attachment C to this Proposal.

#### **Ownership of the Documents**

9. To the maximum extent permitted by applicable Law, all Documents, produced for Phase III by JCI, and all copyrights, trademarks, and patents, including without limitation, the right to all copies thereof (e.g., negatives, sketches, drafts, originals, electronic media) and all of the exclusive rights listed in 17 U.S.C. 106 shall for all purposes belong to and be owned exclusively by JCI, and JCI shall have the right to use, reproduce, and to make derivative works from the Documents. To the maximum extent permitted by applicable Law, the Documents shall be deemed "works made for hire" owned by JCI. The District agrees it shall not use the work product created by JCI for Phase III for any reason other than to complete the Projects contemplated by such work product and for internal use for operations and maintenance.
10. After the Final Long Range Facilities Plan is approved by the Board of Education and JCI receives a written notice to proceed for Phase III Work, the Parties agree the District shall be allowed to use JCI's work product, as-built plans, documents, and concepts created during Phase I and II, during the time period Phase III is being completed in order to facilitate the repair and maintenance of its Properties and an ongoing basis for its own internal use. The District shall have a limited use license for these purposes.
11. The District and JCI agree the work product created by Phase I and II is proprietary information and may be copyrighted by JCI. The District shall not sell, share or distribute the work product created as a result of JCI's Work to any party, individual or entity. The District has no right or title to the work product and shall not use

the work product for any purpose other than those purposes directly benefitting the project described in this Agreement. JCI has the right to use, reproduce, and to make derivative works from documents and other data generated or collected during the completion of Phase I and II Work. If JCI seeks to use information collected during Phases I, II, and III, and if such information is specific to the District or if it may be private or confidential information regarding students, employees or the District, then the consent of the District shall be required to use such information, and the District may elect not to provide consent to JCI. The preceding paragraphs are subject to the District's obligations under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Federal Educational Rights and Privacy Act, 20 V.S.C. §1232g, and other applicable law.

- 12. The District is entitled to keep electronic and hard copies of the work products, including plans, specifications, and construction documents, created pursuant to the Project Specific Agreements. The District may, after receiving JCI's written approval, provide such documents to other professional service providers that the District may retain after JCI's Work is completed to assist with the construction, repair, maintenance, and preservation of its properties. JCI's approval shall not be unreasonably withheld.
- 13. Definition of Term. This Proposal shall expire three years (36 months) after JCI receives written notice that the Board of Education has approved this Proposal. This Proposal may be extended beyond the original Three-year term only upon the mutual written agreement of the District and JCI.

**Acceptance**

To accept this Proposal in its entirety, including Attachments A, B, and C, please sign where indicated below.

ACCEPTED FOR ISD 832

ACCEPTED FOR JCI

BY: \_\_\_\_\_  
Denise Sundstrom, Director of Business  
Services

BY: \_\_\_\_\_  
Arif Quraishi, Area Solutions Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**PHASE I - Assessment**

During Phase I, Johnson Controls will provide comprehensive project development services, including:

1.0 Communication

- 1.1 Lead in the development of a community outreach program
- 1.2 Lead in the development of communications collateral
- 1.3 Present process overview and assessment updates to the District and stakeholder groups
- 1.4 Meet with local media (radio, television, newspaper, etc.), as needed
- 1.5 Organize tours of Mahtomedi schools and neighboring school districts
- 1.6 Provide process updates for the District's website
- 1.7 Provide updates to the Board of Education, as needed

2.0 Ideation Workshops

Johnson Controls will facilitate a series of meetings with key stakeholder groups to gather their input. If applicable, the stakeholder groups may include the Board of Education, Principals, Teachers, PTSA/Site Council Representatives, Union Representatives, Special Education Council and Students. During the workshops, participants will complete facility needs assessments using a variety of Johnson Controls' tools. The output of these meetings is to define a collective vision for the District, from educational needs to facility improvements.

3.0 Data Gathering: & Analysis

Data gathering and analysis during the Assessment Phase will focus on the following areas:

<b>Facility Condition</b>	<b>Educational Adequacy</b>	<b>District Demographics</b>
Deferred Maintenance	Programming	Historic Trends
Utility Expense	Safety & Security	Projections
IAQ Concerns	Building Capacity	Ethnic Diversity
Interiors/Structure/Envelope	Educational Support Areas	School Locations
ADA Compliance	Breakout Spaces	Housing Starts
Lots/Walks/Fields	Instructional Aids	Competition
Mechanical/Electrical	Classroom Size	Economic Study
Savings Potentials	Physical Attributes	Transportation Needs

In order to help control costs during the Assessment Phase, the District agrees to provide access to District personnel and internal information to the extent permitted by the law. JCI agrees that it will maintain the confidentiality of all private or confidential information.

4.0 Deliverable

A comprehensive report containing audit findings and potential solutions.

## PHASE II - Plan Evaluation

Utilizing the comprehensive report from Phase I, Johnson Controls will help the District formulate the Comprehensive Facilities Plan. It is expected that the plan will be objective and identify all financial resources necessary to execute it. The plan will likely include updating, renovation, and possible replacement of some buildings. At a minimum, Johnson Controls services during Phase II will include:

### 1.0 Presentation & Revision of Preliminary Plans

- 1.1 Identify renovations and updates needed at each school, including cost estimates
- 1.2 Identify efficiency improvements, including cost/benefit analysis
- 1.3 Demonstrate that savings potential identified exceeds development costs
- 1.4 Present impact of demographics on school locations and number of schools needed
- 1.5 If new or replacement schools are needed, provide budgets and justification
- 1.6 Prepare financial solutions, including identification of funding sources
- 1.7 Based on feedback, provide recommendations and revise plans, as needed

### 2.0 Ideation Workshops

Utilizing professional consensus building tools and techniques, Johnson Controls will facilitate a series of meetings with key stakeholder groups to gather their input on the preliminary plans. The input from these meetings will be used to prepare a draft Comprehensive Facilities Plan.

### 3.0 Communication

- 3.1 Facilitate consensus building
- 3.2 Lead the development of a communications plan
- 3.3 Lead with development of communications collateral.
- 3.4 Present draft plans to the District and multiple stakeholder groups
- 3.5 Conduct public opinion polling using an independent contractor selected by the District (JCI will pay up to \$10,000 in services).
- 3.6 Meet with local media (radio, television, newspaper, etc.), as needed. Provide updates to the Board of Education, as needed

Once a preliminary strategic facilities plan is developed, Johnson Controls and the District may provide formal opportunities for the community to review and comment on the plan. Ultimately, the outcome of this phase will be a strategic Comprehensive Facilities Plan that the Board of Education can act on. It is expected that the Board of Education will officially consider the final plan late in 2007, unless an alternate time line is agreed to by the parties.

### 4.0 Deliverables

A Comprehensive Facilities Plan that can be presented to the Board of Education for consideration, along with supporting justification.

### PHASE III - Actualization

Renovations and updates included in the Plan may begin immediately following board approval. As Program Manager for the plan, Johnson Controls will provide all of the professional services, including, but not limited to: program management, planning, architecture, engineering, construction management, and commissioning, required to deliver the Plan. To deliver these services, Johnson Controls may utilize the services of subconsultants. The District will have the right to interview 2-3 Architects that will be pre-qualified by JCI and the Owners Representative. The District will have the right to reject the selection of these or any sub-consultants. JCI expects it will utilize the services of architects, engineers and other outside professionals to assist it in the performance of JCI's professional services. The District retains the right to proceed with all, some or none of the recommended Phase III work, in its sole discretion.

#### 1.0 Next Steps

- 1.1 Based on scope of work stipulated in the Comprehensive Facilities Plan adopted by the Board of Education, draft professional service Project Agreements required to implement the Plan.
- 1.2 Work with District's financial advisor to finalize the financial strategy.
- 1.3 Prepare and present documentation as required by the Minnesota Department of Education to secure funding, including bonding and levy authority (to include Review and Comment).
- 1.4 Work with the District to develop an implementation phasing plan.

#### 2.0 Professional Services

- 2.1 To implement the Comprehensive Facilities Plan approved by the Board of Education, JCI will include, but not be limited to: all program management services, all architectural services, all mechanical, electrical, structural, and civil engineering services, commissioning services as required by Minnesota Statute 123B.72 and defined by the Minnesota Department of Education, and construction management services. JCI will provide the aforementioned services either directly or using qualified sub-consultants. The District retains the right to hire an independent Owner's Representative directly. Commissioning will be done by a third party that is acceptable to the District.
- 2.2 Professional services do not include construction contracts. Construction contracts will be entered into by the District and the contractors, not with JCI. Construction bidding and awards will be subject to applicable Minnesota and Federal law, including any competitive bidding requirements which may be applicable.

#### 3.0 Compensation

Johnson Controls' will be responsible for planning, design and construction oversight. The following Professional Services will be provided by Johnson Controls:

Professional Service Category:
Program Management
Architecture
Engineering (mechanical / electrical)
Commissioning
<i>Project Delivery</i>
Construction Management (CM)
General Contractor

The total fees for the aforementioned services will be calculated by multiplying the total estimated construction costs by the percentages listed below:

***Project Delivery Method: Construction Management:*** 17% (*New Construction*) 18% (*Renovation*)  
***General Contracting:*** 14%-16%

3.1 If professional services are required that have not been defined above, or which differ from those defined above, the Parties agree to negotiate reasonable fees based on typical industry rates. Construction Observation services that exceed traditional Construction Observation services pursuant to the standard contracts, shall be compensated pursuant to negotiations between ISD 832 and JCI.

4.0 Communication

- 4.1 Lead in the development of a communications plan
- 4.2 Lead in the development of communications collateral
- 4.3 Lead in the development of a bond campaign, as needed
- 4.4 Present an overview of the Plan to stakeholder groups, as required
- 4.5 Meet with local media (radio, television, newspaper, etc.), as needed
- 4.6 Provide progress updates for the District's website
- 4.7 Provide updates to the Board of Education, as needed
- 4.8 Work with the Department of Education and other governmental agencies, as needed

## CONTRACT FOR OWNERS REPRESENTATIVE SERVICES

THIS Contract For Owners Representative Services is entered into between:

“OWNER”

And

“OWNERS REPRESENTATIVE”

**ADDRESS AND AUTHORIZED REPRESENTATIVES:** The authorized representatives and addresses of the Owner and the Owners Representative are:

OWNER Independent School District 832 (Mahtomedi)

Representative: Ms. Denise Sundstrom

Address: 1520 Mahtomedi Avenue

City, State, Zip: Mahtomedi, Minnesota 55115

Telephone: (651) 407-2003

FAX: (651) 407-2025

E-mail: dsundstr@mahtomedi.k12.mn.us

OWNERS REPRESENTATIVE The Center for Efficient School Operations

Representative: Chuck Corliss

Address: 555 Wildwood Avenue

City, State, Zip: Birchwood, Minnesota 55110

Telephone: (651) 303-4705

E-mail: ccorliss@mac.com

### OWNER'S PROJECT IDENTIFICATION INFORMATION:

Project: General Owners Representative Services for Independent School District 832;

Capital Improvements at Existing Facilities and Possible New Elementary School Construction Project

Project Location: Mahtomedi, Minnesota 55115

General Project Description: Attachment A.

## RECITALS

- A. The Owner and Owners Representative each acknowledges that it will act in good faith in carrying out its duties and obligations.
- B. The Owner's engagement of the Owners Representative is based upon the Owners Representative's representations to the Owner that it (i) is an organization experienced in the type of services the Owner is engaging the Owners Representative to perform; (ii) is authorized and licensed to do business in the State in which the Project is located; (iii) is qualified, willing and able to perform Owners Representative services for the Project; and, (iv) has the expertise and ability to provide Owners Representative services which will meet the Owner's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.
- C. The Owner and Owners Representative each acknowledges that it has reviewed and familiarized itself with this Contract For Owners Representative Services, including its attachments, and agrees to be bound by the terms and conditions contained therein.
- D. Owner designates a responsible employee for administration and coordination of the work. Owner's contact for the Project is Denise Sundstrom, Director of Business Services, and her designee, Phil Belden, Supervisor Buildings and Grounds. Owner's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by Owner's Representative, to render or convey decisions and to furnish information in a timely manner.
- E. It is specifically understood and agreed that at all times pertinent to this Agreement that Owners Representative shall be an independent Contractor and shall not be considered an employee of the Owner.
- F. Owners Representative designates a responsible employee to act on its behalf in any matter under this Agreement.

The following personnel are considered to be essential to the provision of adequate services by Owner's Representative.

<u>Name</u>	<u>Function</u>
Chuck Corliss	Principal
Bill Hase	Field Review
Terry Johnson	Technical Services and Oversight of Commissioning

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

- 1.1 The “Contract For Owners Representative Services” between the parties is comprised of the following documents:
1. Contract for Owners Representative Services.
  2. Attachments A and B.

**ARTICLE 2  
NOTICES**

- 2.1 Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by telex, facsimiles, or telecopy to the addresses set forth above. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a telex, facsimile or telecopy.

**ARTICLE 3  
SCOPE OF SERVICES AND COMPENSATION OF OWNERS REPRESENTATIVE**

- 3.1 The Owners Representative shall perform services for the Project as set forth in this Agreement and Attachment A, which shall constitute the Scope of Services for this Contract for Owners Representative Services.
- 3.2 The Owner shall compensate the Owners Representative for mutually agreed upon Services as set forth in Attachment B.
- (1) The Owners Representative’s invoice(s) for payment shall itemize or show a breakdown of the various phases or parts of the Owners Representative’s Contract Price, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice.
  - (2) The invoice shall also include a certification signed by the Owners Representative stating that the Owners Representative has paid its consultants, subcontractors and suppliers their proportional share of all previous payments received from the Owner.
  - (3) The signature of the Owners Representative on any invoice shall constitute the Owners Representative’s certification to the Owner that the Owners Representative’s services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract Documents,

that the reimbursable expenses have been reasonably incurred, and that the amount requested is currently due and owing.

## **ARTICLE 4 GENERAL CONDITIONS**

### **4.1 Owners Representative Services**

4.1.1 The Owners Representative's services consist of those services performed by the Owners Representative, the Owners Representative's employees, and the Owners Representative's consultants and contractors. Owner Representative's Services are those services described in Attachment A.

4.1.2 The Owners Representative, as advisor and consultant to the Owner for the Project, accepts and acknowledges the relationship of trust and confidence established with the Owner and covenants to furnish Owners Representative services to the Owner in an expeditious, economical and proper manner consistent with the Owner's interests and objectives.

4.1.3 The Owners Representative shall determine and promptly notify the Owner in writing when extra services are necessary or desirable in connection with the Project, and shall not commence any such services without receiving prior written approval by the Owner.

### **4.2 Owners Representative's Performance of Services**

4.2.1 The Owners Representative understands and acknowledges that time is of the essence in completion of the Project and the Owner will incur damages if the Project is not completed on time. The Owners Representative shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project Schedule and in accordance with all applicable schedules, including but not limited to the Project Schedule and other requirements bearing on the Project.

### **4.3 Owners Representative's Duties**

4.3.1 The Owners Representative shall cooperate and communicate with the Owner and all other persons or entities required for satisfactory completion of the Project.

4.3.2 The Owners Representative shall perform all services and prepare all documents as set forth in Attachment A.

4.3.3 The Owners Representative shall provide documents to the Owner for review in accordance with schedule requirements and with sufficient lead time to allow the

Owner reasonable time for review.

- 4.3.4 The Owners Representative shall promptly make additions, changes and corrections to any documents prepared by the Owners Representative necessitated by errors and omissions in the Owners Representative's performance of its services.
- 4.3.5 It is expressly agreed and understood that the Owner has contracted with the Owners Representative for the provision of expert Owners Representative services described in this Agreement. It is expressly agreed and understood that the Owner does not represent that it is knowledgeable in owner representative services or other disciplines involving design or construction, and that the Owner is relying upon the Owners Representative to at all times perform its services to the appropriate degree of Owners Representative's skill and care to comply with the requirements of this Agreement, and applicable laws, codes, ordinances, rules, regulations, and construction industry standards, and that the Owners Representative expressly agrees to provide sufficient organization, personnel and management to properly carry out these requirements. The Owner and Owners Representative agree to cooperate with one another and to maintain a good working relationship during the Project.
- 4.3.6 The Owners Representative expressly acknowledges that safety of persons and property is a prime concern for the Project. The Owners Representative shall inform any of its Consultants or Subconsultants working on the project that safety of persons and property is a prime concern for the Project, and that shortcuts or other means to avoid or circumvent proper safety procedures will not be tolerated or permitted. The Owners Representative shall secure acknowledgment from each of these entities that it has been so informed before any Owners Representative, Consultant or Subconsultant will be permitted to begin their work on the Project.
- 4.3.7 Owners Representative covenants with Owner to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of good project consulting practice. Owner's Representative will provide all Services in a competent manner. It is understood that some of the Services to be rendered hereunder require professional judgment and skill. In those cases Owner's Representative will adhere to the standards of the applicable profession. Owner's Representative will furnish efficient business administration, project management services and will use its professional efforts at all times in an expeditious and economical manner to further the interests of Owner. Owner's Representative shall not be liable to Owner for any good faith error in judgment, nor for any good faith act or omission taken by Owner's Representative in performing the Services.
- 4.3.8 In providing the Services, Owners Representative will promote a working relationship with other consultants and professionals, such as contractors, construction managers,

architects and engineers (collectively, the "Other Contractors") with whom Owner contracts to provide various services on the Project. Nothing contained herein shall be construed to mean this Agreement supplants or conflicts with, or that Owner's Representative assumes any of such Other Contractors' respective contractual obligations or customary duties and responsibilities. Owner's Representative shall not be liable or responsible for: (i) the construction means, methods, techniques, sequences or procedures, or safety precautions and programs utilized by Other Contractors; (ii) Other Contractors' failure to perform under their respective contracts or the adequacy or quality of Other Contractors' work; (iii) the adequacy or accuracy of all or any part of the Project design; (iv) the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project; or (v) delays in performing the Services resulting from delays caused by Other Contractors. Owner's Representative does not have control over and shall not be responsible for the acts or omissions of any Other Contractors or their respective subcontractors, agents or employees, or any other persons performing work on the Project who are not employees of the Owner's Representative.

**4.4 Owners Representative's Personnel And Consultants**

4.4.1 The Owners Representative shall be responsible for all services performed by the Owners Representative's consultant(s), if any, and shall assure that the work of its consultants complies with all the requirements of this Contract For Owners Representative Services. Fees for the Owners Representative's consultant(s) are included in the Owners Representative Contract Price.

4.4.2 Services provided by Owner's Representative will be performed by an experienced, highly qualified, integrated team.

4.4.3 The following personnel are considered to be essential to the provision of adequate services by:

Owner's Representative.

<u>Name</u>	<u>Function</u>
Chuck Corliss	Principal
Bill Hase	Field Review
Terry Johnson	Technical Services & Oversight of Commissioning

4.4.4 Owner's Representative shall give Owner reasonable advance notice of any necessary substitution of key personnel and shall submit justification therefore in sufficient detail to permit Owner to evaluate the impact of such substitution on Owner's Representative's performance under this Agreement. No substitutions shall be made without the prior written consent of Owner, which consent shall not be unreasonably

withheld.

- 4.4.5 Upon providing written notice to Owners Representative and for good cause shown, Owner may direct the immediate removal from the Project of any personnel of Owner's Representative whose continued involvement in the opinion of Owner, is not in the best interest of the Project. Owner's Representative, upon receipt of such written notice, shall have five business days to provide Owner with the name and summary of credentials of proposed replacement(s) for those persons removed. The participation of replacement personnel shall be subject to approval by Owner, which approval shall not be unreasonably withheld.

#### 4.5 **Owners Representative's Records**

- 4.5.1 Unless otherwise provided, the Owners Representative shall maintain its records for five (5) years after the Project Completion Date. If the Owners Representative receives notification of a dispute or the commencement of litigation regarding the Project within this five (5) year period, the Owners Representative shall continue to maintain all Project records until final resolution of the dispute or litigation.

#### 4.6 **Incident Reporting**

- 4.6.1 The Owners Representative shall immediately notify the Owner both orally and in writing of the details of all incidents of which it becomes aware which adversely affect or have the potential to adversely affect the quality or progress of the Services and Work including, but not limited to, union jurisdictional disputes, accidents, damages to Services and Work and similar significant occurrences.

#### 4.7 **Changes to Contract**

- 4.7.1 The Owners Representative understands and agrees that the Contract For Owners Representative Services cannot be changed except as provided herein.
- 4.7.2 No act, omission or course of dealing by the parties shall alter the requirement that modifications of the Contract For Owners Representative Services can be accomplished only by written documents signed by the parties.
- 4.7.3 If the Owners Representative disputes a decision (i) that a change has occurred in its scope of services; (ii) whether a change in its scope of services will result in adjustment of its compensation or applicable schedules; or (iii) the amount of any adjustment of compensation or applicable schedules, the Owners Representative shall nevertheless continue to provide its services.

#### 4.8 **Mediation**

4.8.1 The Owners Representative and Owner shall make good faith efforts to informally resolve all claims or disputes between them. Any claims or disputes arising out of this Agreement, or the Contract Documents or the breach thereof which cannot be informally resolved shall be subject to mediation. Mediation shall be in accordance with the Construction Industry Mediation Rules currently in effect. Mediation shall be through a mediator agreed upon by the parties, or if one cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing with the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose.

#### 4.9 **Termination or Suspension of Contract**

4.9.1 **Owners Representative's Default:** If the Owners Representative defaults by failing to substantially perform, in accordance with the terms of this Contract For Owners Representative Services, the Owner may give seven (7) days written notice to the Owners Representative of its intent to terminate this Contract For Owners Representative Services. The notice shall set forth the nature of the default and request the Owners Representative initiate cure within fourteen (14) days from the date of written notice. If the Owners Representative fails to cure the default within thirty (30) days of the date of written notice, the Owner may terminate the Contract For Owners Representative Services.

4.9.2 **Termination Or Suspension for Convenience:** The Owner may at any time give written notice to the Owners Representative terminating this Contract for Owners Representative Services or suspending the Project, in whole or in part, for the Owner's convenience and without cause. If the Owner terminates this Contract For Owners Representative Services or suspends the Project, the Owners Representative shall immediately reduce staff, services and outstanding commitments in order to minimize the cost of termination or suspension.

In case of such termination for the Owner's convenience, Owners Representative shall be entitled to receive payment for Services executed, and reasonable costs incurred by reason of such termination, including demobilization costs, but not consequential damages. If the Owner has incurred damages or losses as a result of the actions or omissions of Owners Representative, its consultants, subconsultants, or anyone employed by them or for whose acts Owners Representative may be liable, the Owner shall be entitled to reduce any payments to Owners Representative in the amount of any such damages or loss.

4.9.3 Upon termination, Owners Representative will deliver to Owner or its designee all records, documents or materials in its possession or control of Owners Representative which relate to the Project and for which payment has been received. If services have been prepared for, or performed, for which payment has not been received as of the date of termination, Owner shall be entitled to purchase the products of those Services, such as records, materials and documents, for the consideration due therefore under this Agreement. If Owner does not purchase the products of these Services, Owner remains liable to Owners Representative for any unpaid charges for Services performed.

#### 4.10 **Additional Provisions**

4.10.1 The Contract for Owners Representative Services represents the entire and integrated agreement between the Owner and the Owners Representative, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Contract for Owners Representative Services may be amended only by written instruments signed by both the Owner and the Owners Representative.

4.10.2 The Owners Representative shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to lost profits, lost business opportunities, unabsorbed overhead or any direct or indirect consequential damages.

### **ARTICLE 5 INSURANCE**

5.1 The Owners Representative shall purchase and maintain, at its expense, from a company or companies licensed or authorized to do business in the state in which the Project is located, insurance policies containing the following types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract For Owners Representative Services by the Owners Representative or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

#### 5.1.1

The Owners Representative shall provide insurance for the Project as follows:

1. Premises Operations (including X, C and U coverage as applicable.)
2. Independent Owners Representatives' Protective.
3. Products and Completed Operations.

4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual including specified provision for Owners Representative's obligations under Article 7.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with the Agreement and Contract Documents.

The insurance required by Owners Representative shall be written for not less than the following, or greater if required by law:

- (1). Workers' Compensation
  - a. State: Statutory
  - b. Voluntary Compensation (by exempt entities): Same as State Workers' Compensation
  - c. Applicable Federal (e.g., Longshoremen, harbor work, Work at or outside U.S. Boundaries): Statutory
  - d. Maritime:  
  
Not applicable
  - e. Employer's Liability:  
  
\$ 1,000,000 Each accident  
\$ 1,000,000 Disease, Policy Limit  
\$ 1,000,000 Disease, Each Employee;
  - f. Benefits required by union labor contracts: As applicable.
- (2). General Liability (including Premises-Operations; Independent

Owners Representative's Protective; Products and Completed Operations; Broad Form Property Damage):

- a. Bodily and Property Damage (Combined Single Limit):  
  
\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
- b. Products and Completed Operations Insurance shall be maintained for a minimum period of one year after final payment and the Owners Representative shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
- c. Property Damage Liability shall include coverage for the following hazards:  
  
X (Explosion)  
C (Collapse)  
U (Underground)
- d. Contractual Liability (Hold Harmless Coverage):  
  
Bodily and Property Damage (Combined Single Limit):  
  
\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
- e. Personal Injury (with Employment Exclusion deleted, if applicable):  
  
\$1,000,000 Each Occurrence.

- (3). Umbrella Excess Liability:  
  
\$1,000,000 Over Primary Insurance  
\$10,000 Retention

- (4). Automobile Liability (owned, non-owned, hired):  
  
Bodily and Property Damage (Combined Single Limit):  
  
\$1,000,000 Each Occurrence

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD Form 25S will be acceptable.

- .1 The Owners Representative shall furnish one copy of each Certificates of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by the Agreement and Contract Documents. The Owners Representative shall furnish to the Owner copies of endorsements that are subsequently issued amending coverage or limits.
- .2 The Owner shall be added as an additional named insureds under Owners Representative's liability insurance, and endorsements shall be issued and provided to the Owner reflecting such additional insured coverage.

## **ARTICLE 6 OTHER PROVISIONS**

- 6.1 Owners Representative may employ such consultants as Owners Representative deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Owner.
- 6.2 Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay Owners Representative's performance of its Services.
- 6.3 Owner shall be responsible for, and to the extent permitted by law, Owners Representative may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Owners Representative pursuant to this Agreement. To the extent permitted by law, Owners Representative may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
- 6.4 Owners Representative shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, or marital status, change in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, or marital status, changes in marital status, pregnancy, or parenthood. Owner's Representative shall take affirmative action as required by law to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age or marital status.

- 6.5 The originals of all work product developed by Owner’s Representative under this Agreement shall become the property of Owner and, if requested by Owner, shall be delivered to Owner upon completion of the Services; provided, however, Owner’s Representative may include in its promotional materials (with the mutual understanding of the Owner) for purposes of new business development, a description of the Services provided by the Owner’s Representative hereunder as well as graphics and photographs of the Project.
- 6.6 Owner’s Representative will prepare and submit regular reports of Project status to Owner during the term of this Agreement and as specified in the applicable provisions of and the Attachments to this Agreement. Additional reports will be prepared and submitted to Owner when appropriate and at the request of Owner.

Independent School District 832  
 (“Owner”)

The Center for Efficient School Operations  
 (“Owners Representative”)

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**  
**OWNERS REPRESENTATIVE**  
**SUMMARY OF SERVICES**

**I. General Owners Representative Services**

**II. Capital Improvements at Existing Facilities and Possible New Elementary School Construction Project**

**A. Pre-Design Phase**

During the Planning and Pre-design Phase in conjunction with School District and/or :

1. Define Client's requirements
2. Work with JCI to select Architects/Designers
3. Review RFP responses and assist in evaluation and selection
4. Review scope of Architects/Designers work
5. Review and update of existing facility assessments
6. Evaluate existing financial status and develop funding options
7. Participate on the district planning committee
8. Review Budgets and Cost Estimates & Controls
9. Assist in referendum planning and town meetings
10. Negotiate Agreements and Contracts between JCI and the District

**B. Pre-Construction Phase**

During the Construction Documents phase of design:

1. Develop a comprehensive understanding of the project status including:
  - a. Review all project documents (budgets, costs to date, drawings, infrastructure, information, and pertinent district information) as provided by others.

- b. Meet with project team members and review project documents.
  - c. Become familiar with local entitlement issues/ processes.
  - d. Confirm master schedule and total project budget approved by School District.
  - e. Confirm project control and reporting requirements.
  - f. Confirm status of all existing project contracts and agreements and assist the District with bringing closure to any outstanding open issues related to those contracts.
2. Review and comment on construction cost estimates prepared for the project to date. Establish plan for preparation of cost estimate for the Construction Documents phase of the design.
  3. Review and comment on any construction schedules prepared by the project team with emphasis on procurement, construction, intertrade coordination, phasing, equipment installation, facility commissioning activities and interface with occupancy activities.
  4. Review and comment on any project mockup requirements, site logistics, and construction sequencing and phasing plans prepared by the project team.
  5. Review and comment on any operations and maintenance reviews of the building design and LEED/GREEN/SUSTAINABILITY cost benefit impacts.
  6. Advise the District in the pre-purchase of long-lead items and special equipment, if appropriate.
  7. Advise the District on methods of contracting, i.e. CM or GC.
  8. Coordinate and assist the District in the preparation of the construction contract format, General Conditions, and Special Conditions and insurance requirements for issuance with the architect's contract documents.
  9. Assist the District in determining bonding and insurance requirements for contractors, subcontractors and other vendors.

**C. Procurement Phase**

1. Assuming the construction delivery includes a CM or a GC, we will assist the District to engage a contractor. The process will include:
  - a. Review and distribute a request for proposal.

- b. Prepare an analysis of the proposals.
  - c. Conduct interview(s) of the most qualified.
  - d. Assist the District in final negotiations and preparation of necessary agreement
  - e. Review and make recommendations with respect to trade-contractor bidders lists and/or material vendors proposed by contractors.
  - f. Review and analyze trade-contractor proposal(s).
  - g. Attend meetings with various trade contractors to determine extent of cost savings, schedules and other items relative to bid clarification.
  - h. Review and recommend approval of proposed trade subcontractors.
2. Consult with successful contractor and architect to interpret the contract documents and review voluntary alternates and other possibilities of economies and credits prior to award.
  3. Assist the District in final negotiations of all commercial terms and conditions and final preparation of necessary agreements with successful contractor.

**D. Construction Phase**

The following services will be provided on a monthly basis or more often as listed below:

1. A CESO representative will perform an on-site inspection in conjunction with regular progress payment reviews.
2. Review and comment on the contractor's project management plan.
3. Monitor contractor's and subcontractors' contract-related paperwork, including contracts, insurance certificates, bonds, etc.
4. Monitor contractor's progress on a monthly basis and report to the School District accordingly. The focus of progress will be on:
  - a. Shop Drawings
  - b. Schedule
  - c. Quality

5. In conjunction with regular construction disbursements, review contractor(s) application for payment and the prior month's change order activity and report findings to School District.
  - a. Review materials stored on the construction site and an evaluation of the necessary invoices, receipt bonds, and insurance;
  - b. Review materials stored off site, provided that additional services and arrangements have been agreed to by the parties of this Agreement;
  - c. Provide an evaluation of the Contractor's Application for Payment, including the appropriateness of the amount requested, the adequacy of balances to complete, and the adequacy of retainage;
  - d. Review Change Orders, including a description of the underlying reason(s) for the change order(s), providing comments concerning the impact of the change order on the project scope and schedule and amounts requested;
6. At construction completion, monitor prompt completion of the punch list, submission of as-built drawings, submission of maintenance manuals, operations training, and warranty/guarantee submission.

## **ATTACHMENT B**

### **FEE & REIMBURSABLE EXPENSES**

#### **FEE**

This proposal is based on the services outlined and our understanding of the project schedule.

- I. General Owners Representative Services
- II. Capital Improvements at Existing Facilities and Possible New Elementary School Construction Project
  - A. Pre-Design Phase
  - B. Project Design/Pre-Construction Phase
  - C. Procurement Phase
  - D. Construction Phase

For services outlined, this fee shall be \$4,875 per month. The fee may be modified only by written agreement of the Owner and Owner's Representative.

#### **Reimbursable Expenses**

None.

#### **Payment**

All payments are due within 30 days of receipt of the invoice.

## CALENDAR OF EVENTS

<b>OCTOBER</b>		
DATE/TIME	MEETING/EVENT	LOCATION
<b><u>Tuesday, October 9</u></b> 6:30-8:30 p.m.	Community Education Advisory Council Mtg. <i>(Cathy Dalton is scheduled to attend)</i>	District Office - Board Room
<b><u>Wednesday, October 10</u></b> 9:30 a.m.	MMS Parent Association Meeting <i>(Kevin Donovan is scheduled to attend)</i>	MMS - Main Office Conference Room
<b><u>Thursday, October 11</u></b> 5:45-7:00 p.m.  7:00 p.m.	School Board Dinner Session Topic: School Board Governance School Board Meeting	District Education Center - Board Room  District Education Center - Community Room
<b><u>Friday, October 12</u></b> 7:00 a.m.	AMSD Board of Directors Meeting	TIES Building, St. Paul
<b><u>Saturday, October 13</u></b> 7:30 p.m.	Wildwood Artist Series - <i>Tonic Sol-fa</i>	Chautauqua Center
<b><u>Wednesday, October 17</u></b> 6:00 p.m.	EMID Joint Powers School Board Meeting	Crosswinds Middle School
<b><u>Thursday, October 18</u></b>	No School - MEA	
<b><u>Friday, October 19</u></b>	No School - MEA	
<b><u>Wednesday, October 24</u></b> 8:00 a.m.	Wildwood School and O. H. Anderson School Advisory Council Meeting <i>(John Belisle is scheduled to attend)</i>	O. H. Anderson School - Multipurpose Room
<b><u>Friday, October 26</u></b> 7:00 a.m.-Noon	School Board Study Session/Data Retreat	District Education Center - Community Room
<b><u>Saturday, October 27</u></b> 8:00 a.m.-1:00 p.m.	MAEF Retreat <i>(Attending: Kevin Donovan and Mark Wolak)</i>	TBD

<b>NOVEMBER</b>		
DATE/TIME	MEETING/EVENT	LOCATION
<b><u>Thursday, November 1</u></b> 6:00-8:00 p.m.	Mahtomedi Engineering Leadership Program Open House	Chautauqua Center
<b><u>Wednesday, November 7</u></b> 6:00 p.m.	Northeast Metro 916 School Board Meeting	Bellaire School, White Bear Lake

<b>DATE/TIME</b>	<b>MEETING/EVENT</b>	<b>LOCATION</b>
<b><u>Thursday, November 8</u></b> 5:45 p.m.	School Board Dinner Session Topic: 1) School Board Committees and Leadership Assignments 2) Follow-up from Data Retreat	District Education Center - Board Room
7:00 p.m.	School Board Meeting	District Education Center - Community Room
<b><u>Friday, November 9</u></b>	No School - Staff Development	
<b><u>Sunday, November 11</u></b> 4:00 p.m.	Wildwood Artist Series - <i>Mahtomedi Music Faculty</i>	Chautauqua Center
<b><u>Monday, November 12</u></b> 7:30 p.m.	MAEF Board of Trustees Meeting	District Education Center - Board Room
<b><u>Wednesday, November 14</u></b> 9:30 a.m.	MMS Parent Association Meeting ( <i>John Belisle is scheduled to attend</i> )	MMS - Main Office Conference Room
<b><u>Friday, November 16</u></b> 7:00 a.m.	AMSD Board of Directors Meeting	TIES Building, St. Paul
<b><u>Tuesday, November 20</u></b> 6:30-8:30 p.m.	Community Education Advisory Council Mtg. ( <i>John Belisle is scheduled to attend</i> )	District Education Center - Board Room
<b><u>Wednesday, November 21</u></b> 6:00 p.m.	EMID Joint Powers School Board Meeting	Harambee Elementary School, Maplewood
<b><u>Wednesday, November 21</u></b>	No School - Parent Teacher Conferences K-5/ Staff Development 6-12	
<b><u>Thursday, November 22</u></b>	No School - Thanksgiving Break	
<b><u>Friday, November 23</u></b>	No School - Thanksgiving Break	
<b><u>Tuesday, November 27</u></b> 8:00-9:30 p.m.	Mahtomedi High School Advisory Council Mtg. ( <i>Kevin Donovan is scheduled to attend</i> )	Mahtomedi High School - Staff Lunch Room
<b><u>Wednesday, November 28</u></b> 8:00 a.m.	Wildwood School and O. H. Anderson School Advisory Council Meeting ( <i>Cathy Dalton is scheduled to attend</i> )	Wildwood School - Media Center
<b><u>Thursday, November 29</u></b> 7:00 p.m.	Truth-in-Taxation Hearing	District Education Center - Community Room



**MAHTOMEDI PUBLIC SCHOOLS**

Individual Attention with a World View

**SCHOOL BOARD MEETING SCHEDULE**  
**2008**

Day	Date	Time	Type	Location
Thursday	January 10	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	January 24	7:00 p.m.	Study Session	DEC - Community Room
Thursday	February 14	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	February 28	5:45-7:00 p.m.	Dinner Session	DEC - Board Room
		7:00 p.m.	Study Session	DEC - Community Room
Thursday	March 13	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	March 27	7:00 p.m.	Study Session	DEC - Community Room
Thursday	April 10	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	April 24	5:45-7:00 p.m.	Dinner Session	DEC - Board Room
		7:00 p.m.	Study Session	DEC - Community Room
Thursday	May 8	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	May 22	7:00 p.m.	Study Session	DEC - Community Room
Thursday	June 12	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	June 23	5:45-7:00 p.m.	Dinner Session	DEC - Board Room
		7:00 p.m.	Study Session	DEC - Community Room
Thursday	July 10	<b>7:00 a.m.</b>	Regular Meeting	DEC - Community Room
Thursday	August 14	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	August 28	7:00 p.m.	Study Session	DEC - Community Room
Thursday	September 11	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	September 25	5:45-7:00 p.m.	Dinner Session	DEC - Board Room
		7:00 p.m.	Study Session	DEC - Community Room
Thursday	October 9	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	October 23	7:00 p.m.	Study Session	DEC - Community Room
Thursday	November 6	7:00 p.m.	Regular Meeting	DEC - Community Room
Thursday	December 11	7:00 p.m.	Regular Meeting	DEC - Community Room

**Additional special meetings will be scheduled as needed.**

The District Education Center (DEC) is located at  
1520 Mahtomedi Avenue  
Mahtomedi, MN 55115

# Draft of Proposed Policy to Replace Current Policy 503

Mahtomedi School Board Policy 503

## 503 - STUDENT REPRESENTATION ON SCHOOL BOARD

The School Board recognizes its responsibility to develop educational policies that reflect the concerns of its constituency and the interests of students. A student representative on the school board provides a mechanism whereby the views, needs, and recommendations of students can be carefully considered in the development of policies and programs. Student representation on the school board is authorized in accordance with the following guidelines:

### **I. NOMINATION AND SELECTION**

One high school representative is selected to represent Mahtomedi students on the school board in accordance with a written procedure under supervision of the high school principal. Regular attendance, preparation, active participation, and sincere interest are priority considerations for the representative selected for this position.

### **II. TERM**

The representative observes meetings in the spring of the year prior to his or her term and is mentored by the existing representative. The student representative's ~~first~~ term begins ~~with the first school board meeting after the end of the year prior to his or her term in September~~ and continues through the end of the following school year. The student is not limited to a single term.

### **III. AUTHORITY**

~~The student representative on the school board does not possess the power to make, second, or vote on a motion but does have all other rights in accordance with school board policy, law, and parliamentary procedure. As the student represents those whose education the school board is charged with ensuring, he or she is therefore responsible to pursue involvement and provide input in processes which affect students.~~

The student representative on the school board is advisory. The representative does not have the right to vote, make, or second a motion, but does have all other rights in accordance with school board policy, law, and parliamentary procedure.

### **IV. MEETINGS**

A. The student representative participates in all regularly scheduled business meetings. The representative may attend all study sessions, special meetings, and committee meetings that he or she feels are of relevance to his or her position, unless otherwise requested by the superintendent. The student representative does not participate in closed sessions of the school board.

## Draft of Proposed Policy to Replace Current Policy 503

Mahtomedi School Board Policy 503

- B. The student representative receives an agenda and appropriate informational materials similar to what the school board receives. The superintendent will use his or her discretion to withhold materials that are confidential or sensitive in nature.

### **V. GOALS**

The student representative develops school improvement goals in accordance with the administrator, school board, and superintendent goals. The representative will then report progress on the goals to the board, as well as actively take part in board discussions and activities of interest or concern.

*ADOPTED – January 10, 1991*

*REVISED – June 11, 1992; December 9, 1993; December 8, 2005*

*SECOND READING – October 11, 2007*

**509 515 - PROTECTION AND PRIVACY OF PUPIL RECORDS**

The following procedures and policies regarding the protection and privacy of parents and students are adopted by Independent School District No. 832, pursuant to the requirements of 20 U.S.C. Section 1232g et seq., and are consistent with the requirements of the Minnesota Data Privacy Act, M. S. 13.01 et seq.

**I. DEFINITIONS**

A. Directory Information

District 832 has identified selected “Directory Information” relating to students. This information is public. The parent or student may, however, request in writing that any or all of the information below not be released on that individual student. The written request must be received within 30 days after the official notice is published.

Directory information includes the following information relating to a student: The student’s name, date and place of birth, sex, major field of study, participation in officially organized teams, dates of attendance, grade levels completed, degrees and awards received, the most recent previous educational agency or institution attended by the student, pictures for school-approved publications/newspapers, school or classroom websites, or cablecasts, bulletins, programs, or similar school-produced information pieces. Directory information also includes the name, ~~address and telephone number~~ of the student’s parent(s) for use in matters pertaining to school district business, functions, or purposes. Except as specifically provided above, directory information does not include identifying data that references religion, race, color, social position or nationality.

Dates of attendance means the period of time during which a student attends or attended school(s) in the school district. It dose not include specific daily records of a student’s attendance.

B. Education Records

“Education Records” means those records, which are directly related to a student, and are maintained by the school district.

1. Permanent Records

The official administrative record maintained by the school on each pupil and for an indefinite time. This record contains the minimal personal data necessary for operating the educational system.

- a. Permanent records may contain the following:

- 1) Birth date.
- 2) Parents' or guardians' names and addresses.
- 3) Grades and academic work completed.
- 4) Attendance data.
- 5) Sex.
- 6) Achievement test scores.
- 7) Extracurricular activities.
- 8) Health data.

## 2. Cumulative Records

This classification is used to contain verified information of clear importance in understanding the pupil's personality development and is for the use of the professional staff in promoting the welfare of the students.

### a. Cumulative records may contain the following:

- 1) Scores on standardized intelligence, aptitude, interest or personality tests.
- 2) Interview reports.
- 3) Systematically gathered teacher or counselor evaluation and observations with proper verification on academic progress.
- 4) Reports from outside agencies (except when specifically excluded by law).
- 5) Reports of parent-teacher or parent-counselor conferences.

## 3. The term "Education Records" does not include:

### a. Records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which:

- 1) are in the sole possession of the maker thereof; and
- 2) are destroyed at the end of the school year; and
- 3) are not accessible or revealed to any other individual except a substitute.  
For the purpose of this definition, a "substitute" means an individual who performs on a temporary basis the duties of the individual who made the record, and does not refer to an individual who permanently succeeds the maker of the record in his or her position.

### b. Records relating to an individual, including a student, who is employed by the school district which:

- 1) are made and maintained in the normal course of business;
- 2) related exclusively to the individual in that individual's capacity as an employee; and

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Mahtomedi School Board Policy **509 515**

- 3) are not available for use for any other purpose.
- c. Records relating to an eligible student, or a student attending a postsecondary educational institution, which are:
  - 1) created or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting on his or her professional or paraprofessional capacity or assisting in that capacity but are not employed or compensated by Independent School District 832 at the time the record is prepared or created;
  - 2) created, maintained, or used only in connection with the provision of treatment to the student; and
  - 3) not disclosed to anyone other than individuals providing the treatment; provided, that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities which are part of the program of instruction within the school district.
- d. Records which contain only information relating to a person and which were obtained after he or she is no longer a student in the school district.
- e. Records of a law enforcement unit of the school district, provided educational records maintained by the school district are not disclosed to the unit and the law enforcement records are:
  - 1) maintained separately from education records;
  - 2) maintained solely for law enforcement purposes; and
  - 3) disclosed only to law enforcement officials of the same jurisdiction.

**C. Eligible Student**

"Eligible Student" means a District 832 student who has attained eighteen years of age or is attending an institution of postsecondary education.

**D. Legitimate Educational Interest**

"Legitimate Educational Interest" includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare. It includes a person's need to know in order to:

1. perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. perform a supervisory or instructional task directly related to the student's education; or
3. perform a service or benefit for the student or student's family such as health care, counseling, student job placement or student financial aid.

E. Parent

"Parent" includes a parent, a guardian, or an individual acting as a parent of a student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights inherent in the applicable law and set out in this policy unless it has been provided with evidence that there is a State Law or court order governing such matters as divorce, separation or custody, or a legally binding instrument which provides to the contrary.

F. Personally Identifiable

"Personally Identifiable" means that the data or information includes (a) the name of a student, the student's parents or other family member, (b) the address of the student, (c) a personal identifier, such as the student's social security number or student number, (d) a list of personal characteristics which would make the student's identity easily traceable, or (e) other information which would make the student's identity easily traceable.

G. Record

"Record" means any information or data recorded in any medium, including, but not limited to: handwriting, print, videotapes or audiotapes, computer media, film, microfilm, and microfiche.

H. Responsible Authority

"Responsible Authority" means the Superintendent of Schools, **Dr. Mark Wolak**, or designee.

I. Student

"Student" includes any individual with respect to whom the school district maintains educational records.

J. Summary Data

"Summary Data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable.

K. School Official

“School Official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, an attorney, a computer software application service provider, or an auditor for the period of his or her performance as an employee or contractor.

- L. All other terms and phrases shall be defined in accordance with applicable law or ordinary custom and usage.

**II. GENERAL CLASSIFICATION OF RECORDS**

All records, including education records, are “public records” except as limited herein in accordance with applicable law. For the purposes herein, “private records” means records which are made not public by state or federal law and which are accessible to the student subject of the data and his/her parents if he/she is not an eligible student. For the purposes herein, “confidential records” means records which are made not public by state or federal law and which are inaccessible to the student and his/her parent.

**III. CONSENT FOR DISCLOSURE**

A. Eligible Student Consent

Whenever a student has attained eighteen years of age, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student.

B. Consent Required

The school district shall obtain the written consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of a student, other than directory information, except as provided herein.

1. Consent is not required under this section where the disclosure is to the parent of a student who is not an eligible student, or the student himself or herself.
2. The written consent required by III. B. above must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

- a. a specification of the records to be disclosed,
- b. the purpose or purposes of the disclosure, and
- c. the party or class of parties to whom the disclosure may be made.

**C. Prior Consent for Disclosure Not Required**

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein and if the disclosure is:

1. to officials of the school district (superintendent, administrative assistant/instruction, administrative assistant/director of business services, and individual building administrators) and to professional (certified staff and health coordinator) and authorized staff (e.g., secretary, paraprofessional) within Independent School District No. 832 provided the disclosure is for a legitimate educational interest in such records;
2. to officials of other schools or school districts in which the student seeks or intends to enroll. This provision shall serve as notice that the school district forwards education records on request to a school in which a student seeks or intends to enroll, **including records of the student's history of violent behaviors, if any,** and that the district will not further notify parents or eligible students prior to such a transfer. Upon request, the school district will provide the parent or eligible student with a copy, at cost, of the education records which have been transferred and provide an opportunity to utilize the provisions of this regulation to challenge the content of these records;
3. to authorized representatives of the Comptroller General of the United States, other federal educational authorities as provided by 20 U.S.C. Section 1232g, and the Commissioner of the State Department of Education;
4. in connection with financial aid for which a student has applied or received;
5. to state and local officials or authorities to whom such information is specifically required to be reported or disclosed by state statute prior to November 19, 1974;
6. to organizations conducting studies for, or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction; provided, that the studies are conducted in a manner which will not permit the personal identification of students and their parents by individuals other than representatives of the organization and the information will be destroyed when no longer needed for the purposes for which the study was conducted; the term "organization" includes, but is not limited to: federal, state and local agencies, and independent organization;
7. to accrediting organizations in order to carry out their accrediting functions;
8. to parents of a dependent student, as defined in Section 152 of the Internal Revenue Code of 1954;

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9. to comply with a judicial order or lawfully issued subpoena; provided, that the school district makes a reasonable effort to notify the parent of the student or the eligible student of the subpoena in advance of compliance therewith; and
10. to appropriate parties in connection with an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. Factors to be considered in determining disclosure include:
  - a. the seriousness of the threat to the health or safety of the student or other individuals;
  - b. the need for the information to meet the emergency;
  - c. whether the parties to whom the information is disclosed are in a position to deal with the emergency; and
  - d. the extent to which time is of the essence in dealing with the emergency.
11. information that the school district has designated as directory information;
12. to the parent of a student who is not an eligible student or to the student himself or herself;
13. to appropriate health authorities as provided by law;
14. to volunteers who have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students. Volunteers shall not redisclose private educational data except as permitted by law or this policy;
15. to military recruiting officers pursuant to the Military Recruitment section of this policy;
16. to the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
17. to the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's educational record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school

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official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file.

18. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statute § 260B.171, Subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian.
19. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statute § 260B.171, Subdivision 5. The principal must place the information in the student's educational record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private

educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's educational record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action.

#### **IV. RELEASE OF DIRECTORY INFORMATION, PUBLIC INFORMATION**

A. Directory information is public except as provided herein.

B. Former Students

The school district may disclose directory information from the education records generated by it regarding an individual who is no longer in attendance within the school district.

C. Present Students and Parents

1. The school district may disclose directory information from the education records of a student and information regarding parents without the prior written consent of the parent of the student or eligible student except as provided herein. Prior to such disclosure the school district shall:
  - a. give annual public notice in a newsletter of general circulation of: The categories of personally identifiable information regarding students or parents it has designated as directory information; the parent's or eligible student's right to refuse to let the school district designate any or all information about the student or parent as directory information; the period of time allowed the parent or eligible student to so notify the school district that he/she does not want any or all of those types of information about the student and/or parent designated as directory information.
  - b. allow a reasonable period of time after such notice has been given for a parent to inform the school district in writing that any or all the information so designated should not be disclosed without the parent's prior written consent, (except to the officials or agencies outlined in section C above).

2. Procedure for obtaining non-disclosure of directory information:

The parent's written notice shall be directed to the responsible authority (superintendent or designee) and shall include the following:

- a. Name of student and/or parent, as appropriate.
- b. Home address.
- c. School presently attended by student.
- d. Parent's legal relationship to student.
- e. Specific categories of directory information to be made public without the parent's prior written consent, which shall only be applicable for that school year.

## **V. DISCLOSURE OF PRIVATE RECORDS**

### **A. Private Records**

For the purposes herein, private records are records that are made not public by state and federal law and which are accessible only to the student subject of the data and his/her parent if he/she is not an eligible student. The school district may not disclose private records or their contents, except as summary data and except as provided in section III herein, without the prior written consent of the parent. Private records include, but are not limited to, the following:

1. Group test scores (achievement, aptitude, interest, intelligence).
2. Level of achievement (marks, teacher ratings, end-of-year report).
3. Student health record (medical, appraisal, routine hearing and vision screening nurses' comments).
4. Individually administered standardized, intelligence, aptitude, and achievement tests (e.g., Peabody Picture Vocabulary, Slossen, Wide Range Achievement Tests, Illinois Test of Psycholinguistic Ability, Bender, Kuder, Strong, Stanford-Binet, Wechsler Intelligence Scale for Children-Revised, Wechsler Adult Intelligence Scale).
5. Psychological, social workers and counseling reports pertaining to formal personality testing and assessments.
6. Medical reports, other than those routinely obtained for health records, except as provided in section V. B. herein.
7. Child welfare reports pertaining to free lunch requests, child custody and nonpublic court information, and administrative reports of verified serious behavioral or criminal incidents unless such reports are made confidential in accordance with state law.

B. Private Records Not Accessible to Parent

In certain cases, state law intends and clearly provides that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. Pursuant to Minnesota Statute Section 626.556, child welfare reports pertaining to abused and neglected children shall be accessible to appropriate welfare and law enforcement agencies and the subject individual alone. The school district shall not make such reports available to the parent.

**VI. DISCLOSURE OF CONFIDENTIAL RECORDS**

- A. Confidential records are those records and data contained herein which are made not public by state or federal law and which are inaccessible to the student and his/her parent.
- B. Records in the possession of the school district which include data on a student which is collected by a civil or criminal investigative agency as part of an active investigation undertaken for the purpose of commencement of a legal action shall be treated as confidential by the school district. The school district may make accessible classified data if it determines that such access will aid the law enforcement process, promote public health and safety, or dispel widespread rumor or unrest. A complainant has access to a statement provided by the complainant to the school district.
- C. Confidential Records from Other Agencies

Data on individuals received from outside agencies which is classified confidential in accordance with state or federal law shall be treated as confidential by the school district. The burden as to whether the data is properly classified as confidential shall be upon the outside agency that provided it.

**VII. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR  
EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statute § 121A.40, et seq.

**VIII. DISCLOSURE OF DATA TO MILITARY RECRUITMENT OFFICERS**

- A. The School District will release the names, addresses, and home telephone numbers of secondary students to military recruiting officers within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data to military recruiters pursuant to Paragraph C. below.**
- B. Data released to military recruiting officers under this provision:**
- 1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and**
  - 2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.**
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers. To refuse the release of the above information to military recruiting officers, a parent or eligible student must notify the responsible authority, MARSS Coordinator, in writing, by October 1 each year. The written request must include the following information:**
- 1. Name of student and parent, as appropriate;**
  - 2. Home address;**
  - 3. Student's grade level;**
  - 4. School presently attended by student;**
  - 5. Parent's legal relationship to student, if applicable;**
  - 6. Specific category or categories of information which are not to be released to military recruiters; and**
  - 7. Specific category or categories of information which are not to be released to the public, including military recruiters.**
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of secondary students without prior consent.**
- E. A parent or eligible student's refusal to release the above information to military recruiting officers does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers. In order to make any directory information about a student private, the procedures contained in the RELEASE OF DIRECTORY INFORMATION section of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers.**

**VII. IX. LIMITATIONS ON REDISCLOSURE**

- A. Consistent with the requirements herein the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the personally identifiable information which is disclosed to an institution, agency or organization may be used by its officers, employees and agents, but only for the purposes for which the disclosure was made.
- B. Paragraph IX. A. of this section, does not preclude the school district from disclosing personally identifiable information under section III herein with the understanding that the information will be redisclosed to other parties under that section; provided that the record keeping requirements of federal law are met with respect to each of those parties.
- C. The school district shall, except for the disclosure of directory information under Section IV, inform the party to whom a disclosure is made of the requirement set forth in paragraph IX of this section.

**IX. X. RESPONSIBLE AUTHORITY, RECORD SECURITY, AND RECORD KEEPING**

A. Responsible Authority

The responsible authority for the maintenance and security of student records shall be the superintendent of schools.

1. Record Security

The principal of each school, subject to the supervision and control of the superintendent, shall be the records manager of his/her school and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

The ~~MARSS coordinator~~ Secretary to the Director of Business Services shall be the records manager for student records maintained in the District Office and shall have the duty of maintaining and securing the privacy and/or confidentiality of the records stored there.

- 2. The building principals and ~~MARSS coordinator~~ Secretary to the Director of Business Services will submit to the superintendent a written plan for securing student records by September 1 of each school year. The written plan shall contain the following information:

**Draft of Current Policy**  
**Strike Through: Old Language**  
**Underline: New Language**

Mahtomedi School Board Policy **509 515**

- a. A description of records maintained.
- b. Name of person(s) responsible for the security of student records.
- c. Location of student records, by category, in the building.
- d. Assurances of securing student records under lock and key at all times in fireproof file cabinets or safes, except for periods of authorized use as described in this policy.
- e. Procedures for access and disclosure.
- f. Description of any student records scheduled to be destroyed. Description of the records includes contents, location, and original dates of records to be destroyed. Destruction of records must be in compliance with the school district general records retention schedule.

3. Record Keeping

- a. The principals and/or administrative assistant/instruction shall for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record Log of Access to Records, or Log of Access to File, kept with the education records of the student which indicates:
  - 1) the parties who have requested or obtained personally identifiable information from the education records of the student, and
  - 2) the legitimate interests these parties had in requesting or obtaining the information,
  - 3) the date of the request,
  - 4) whether or not the request was granted and if it was, the date access was permitted or the disclosure was made.
- b. Paragraph X. 3. a. above does not apply to disclosures to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student when the consent is specific with respect to the party or parties to whom the disclosure is to be made, disclosures to school officials under paragraph III. C. 1, or to disclosures of directory information under Section IV.
- c. The record of disclosures may be inspected:
  - 1) by the parent of the student or the eligible student.
  - 2) by the superintendent and the building principals and administrative assistant/instruction who are responsible for the custody of the records.

**XI** **PHYSICAL LOCATION OF STUDENT RECORDS CLASSIFIED AS GOVERNMENT DATA**

A. Definitions

1. “Data on Individuals” includes all records, files and processes that contain any data in which the individual can be identified and which is kept on a permanent or temporary basis. It includes that collected, stored and disseminated by manual (handwriting), mechanical (print), electronic (film/microfiche) or other means.
2. “Education Records” are those which directly relate to the student and any record maintained by the school district or a party acting for the school district.
3. “Summary Data” means statistical records and reports derived from data on individuals. Individuals must not be identified.
4. “Supplementary Records” means information collected for insertion into separate portion of administrative record (cumulative file) to be destroyed within one year after the student leaves, transfers or graduates from District 832 Minnesota Statute 138.161 to Minnesota Statute 138.22. This category of data may contain reported behavior patterns and specific incidents must be clearly verified by two or more persons and be unambiguous before they become part of the record.
5. “Tentative Records” are to be placed in supplementary category and should be destroyed when they are no longer useful.

B. Physical Location of Student Records

1. As long as the student is enrolled in District 832, general educational records are kept in the student’s cumulative record folder which is located in the school’s office in the building attended. Resident students who attend out-of-district day or residential programs will have all their records located in the District Office.
2. When ancillary services have collected supplementary and/or tentative records, i.e., special education, Title I, High Potential, health, psychological, etc., these may be physically located in:
  - a. the student’s cumulative file located within the building of attendance; or
  - b. a color-coded insert to the cumulative record will specify the type and physical location of the supplementary and/or tentative records.

**XI** **RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

- A. The school district shall permit the parents of a student or an eligible student who is or has been in attendance in the school district to inspect and review the education records of the student except those records which are made confidential by state or federal law. The school district shall comply with a written request immediately if possible, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays.
- B. The right to inspect and review education records under paragraph XII. A. of this section includes:
1. the right to a response from the school district to reasonable requests for explanations and interpretations of the records by a school official competent in interpreting the data;
  2. the right to obtain copies of the records from the school district where failure of the school district to provide the copies would effectively prevent a parent or eligible student from exercising the right to inspect and review the education records;
  3. the school district may presume that either parent of the student has authority to inspect and review the education records of the student unless the school district has been provided with evidence that there is a legally binding instrument, or a state law or court order governing such matters as divorce, separation or custody, which provides to the contrary.
  4. the school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. The school district, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent the parent or eligible student from exercising their right to inspect or review the student's education records.

**XII. XIII. REQUEST TO AMEND RECORDS: PROCEDURES TO CHALLENGE DATA**

- A. Request to Amend Education Records
1. The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, incomplete or violates the privacy or other rights of the student may request in writing that the school district amend them.
  2. The superintendent shall decide whether to amend the education records of the student in accordance with the request within a reasonable period of time of receipt of the request.
  3. If the superintendent decides to refuse to amend the education records of the student in accordance with the request he/she shall so inform the parent of the student or the

eligible student of the refusal, and advise the parent or the eligible student of the right to a hearing under paragraph XIII. B.

4. If the superintendent decides to amend the education records, the school district shall attempt to notify past recipients of the data, including recipients named by the requestor.

**B. Right to Hearing**

1. The school district shall, on written request, provide an opportunity for a hearing in order to challenge the content of a student's education records to ensure that information in the education records of the student is not inaccurate, misleading, incomplete or otherwise in violation of the privacy or other rights of students. The hearing shall be conducted in accordance with paragraph XIII. C.
2. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, incomplete or otherwise in violation of the privacy or other rights of students, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing and attempt to also notify past recipients of the data.
3. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, incomplete or otherwise in violation of the privacy or other rights of students, it shall inform the parent or eligible student of the right to place in the education records of the student a statement commenting upon the information in the education records and/or setting forth any reason for disagreeing with the decision of the agency or institution.
4. Any explanation placed in the education records of the student under paragraph XIII. B. 3. of this section shall:
  - a. be maintained by the school district as part of the education records of the student as long as the record or contested portion thereof is maintained by the school district; and
  - b. if the education records of the student or the contested portion thereof are disclosed by the school district to any party, the explanation shall also be disclosed to that party.

**C. Conduct of Hearing**

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place and time reasonably in advance of the hearing.

2. The superintendent or other designated representative of the school board who has no direct interest in the outcome of the hearing may conduct the hearing. The school board's attorney shall be in attendance to present the school district's position and to advise the superintendent or designated representative on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for a hearing to present evidence relevant to the issues raised under paragraphs XIII. A. and XIII. B. herein and may be assisted by individuals of his/her choice at his/her own expense, including an attorney.
4. The superintendent or designated representative shall make his/her decision in writing after a reasonable period of time following the conclusion of the hearing; the decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.
5. The decision of the superintendent or designated representative shall be the final decision of the school district.

D. Appeal

The decision of the superintendent (responsible authority) or designated representative may be appealed in accordance with the applicable provisions of the State Administrative procedures Act, Minnesota Statute Chapter 15, relating to contested cases.

**XIII. XIV. COMPLAINTS FOR NONCOMPLIANCE**

Complaints regarding alleged violations of rights accorded parents and eligible students by 20 U.S.C. Section 1232g shall be submitted in writing to the Family Policy Compliance Office, U. S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4605.

**XIV. XV. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to 20 U.S.C. Section 1232g. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

**XV. XVI. ANNUAL NOTIFICATION OF RIGHTS**

- A. The school district shall give parents of students in attendance or eligible students in attendance annual notice by such means as are reasonably likely to inform them of the following:

1. that the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
  2. that the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
  3. that the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
  4. that the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g, and the rules promulgated thereunder;
  5. the criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
  6. that the school district forwards education records on request to a school in which a student seeks or intends to enroll.
- B. The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.
- C. The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

**XVI. XVII. DESTRUCTION AND RETENTION OF RECORDS**

The destruction and retention of records by the school district shall be controlled by state and federal law.

*ADOPTED – June 9, 1986*

*REVISED – September 14, 2000; September 12, 2002; January 8, 2004*

*SECOND READING – October 11, 2007*

## **DRAFT**

### **Association of Metropolitan School Districts 2008 Legislative Platform**

#### **Provide Adequate Funding**

The funding bill approved during the 2007 legislative session took some positive steps toward restoring previous cuts to various education programs. The most significant restoration occurred in the area of special education. However, even with this additional investment the state is falling short of funding its own special education formula. Furthermore, the vast majority of the approved funding was for the first year of the biennium -- the 2007-2008 school year. The average metropolitan school district will see a mere 1.2 percent increase in funding for the 2008-2009 school year under current law. It is essential that the Governor and Legislature provide supplemental funding during the 2008 session to avoid major school district budget shortfalls for the 2008-2009 school year. Specifically, the Governor and Legislature should:

- Increase the basic formula by 2 percent
- Fully fund the state special education formula
- Direct the Department of Education to present recommendations to the Governor and the Legislature by November 1, 2008 for implementing a location equity index to recognize market-based labor cost differentials

#### **Protect and Preserve School Buildings and Infrastructure**

It is important that school districts have the ability to maintain school facilities to preserve public assets and ensure the safety of students and staff. In addition, school districts must have the capacity to invest in technology that will enhance student achievement and prepare our students for the workplace. Specifically, the Governor and Legislature should:

- Increase access to the Alternative Levy and Bonding Program by eliminating the square footage threshold for participation in the program
- Increase Deferred Maintenance Revenue to \$100.00 per pupil to ensure that school districts are able to properly maintain and operate safe buildings
- Increase lease levy authority to \$150.00 per pupil so school districts can meet their facilities needs in a strategic, cost effective manner
- Provide a reliable and sustainable funding stream for technology infrastructure, software and ongoing staff development

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## **Reduce Mandates and Preserve Local Control**

Reduce mandates and allow locally elected school boards and administrators to work with their communities to address unique local needs and challenges. Specifically, the Governor and Legislature should:

- Continue to allow school districts to have local control and flexibility in designing benefit plans that meet the needs of their employees
- Allow local school boards to determine when it is necessary to conduct a primary election for school board races
- Eliminate reports that are of little value such as the annual superintendents targeted passage rate report
- Repeal the requirement that school districts provide information and application forms to each student on the availability of Minnesota health care programs
- Simplify and clarify the ballot language required for operating referendum renewal elections
- Repeal the prohibition of starting the school year before Labor Day

→  
*How do we  
do this?*



with current revenue + no  
assumption that local levy  
will pass in November.

### FISCAL YEAR 2009 BUDGET SURVEY

October 3, 2007

<i>District</i>	<i>Projected budget shortfall for the 2008-2009 school year assuming current law revenue.</i>
Bloomington	(2,600,000)
Brooklyn Center	(1,500,000)
Burnsville	(5,200,000)
Chaska	No Deficit
Eden Prairie	(4,800,000)
Edina	(10,500,000)
Elk River	No Deficit
Fridley	(69,763)
Hopkins	No Deficit
Inver Grove Heights	(1,100,000)
Mahtomedi	(600,000)
Minneapolis	(18,000,000)
Minnetonka	(3,400,000)
Mounds View	(2,400,000)
North St. Paul-Maplewood	(1,500,000)
Orono	(1,069,744)
Richfield	(2,500,000)
Robbinsdale	(4,900,000)
Rosemount-Apple Valley-Eagan	(4,000,000)
Roseville	(1,800,000)
Shakopee	(1,000,000)
St. Anthony-New Brighton	(100,000)
St. Louis Park	(914,603)
St. Paul	(8,000,000)
South St. Paul	(1,167,000)
Spring Lake Park	(1,100,000)
Wayzata	(330,000)
West St. Paul	(3,889,175)
<b>AMSD Total</b>	<b>(82,440,285)</b>



**NORTHEAST METRO 916**  
Intermediate School District

**TO: Northeast Metro 916 Board of Education**  
**FROM: Connie Hayes**  
**DATE: October 2, 2007**  
**RE: October 2 Board of Education Meeting Talking Points**

Members present: Roberts-13, Forsberg-16, Sager-621, Parsons-624, Belisle-832, Brunnette-833, Livingston-622, and Majerus-623

Members absent: Halverson-12 and Thole-834

Among the topics discussed at the October 2, 2007, meeting of the Northeast Metro 916 Board of Education, the following agenda items were addressed:

- 1. An agreement has been reached between Northeast Metropolitan Intermediate School District and the 916 Employees Managers and Assistant Managers Group.** Provisions of the tentative agreement include: consolidation of the former Supervisors bargaining unit into the Managers bargaining unit; pull out of the Supervisor of Human Resources and the Supervisor of Technology from these bargaining units to individual contracts; completion of the change from a 204-day contract to a 12-month contract with the elimination of extra pay for summer hours worked; and a total package increase of 7.90% over the two-year contract period after adjusting for a 12-month schedule.
- 2. After review of the information provided by HealthPartners and the Stanton Group, the health insurance committee and the administration recommend accepting two proposed changes from HealthPartners that will bring the increase for calendar year 2008 to 16%.** The superintendent — based on a recommendation of the director of administrative services—recommends that the school board accept the proposal from HealthPartners for the renewal rates on health insurance coverage for the calendar year 2008 to include the following plan changes: change in the copay plan from 100% coverage on inpatient hospitalization to 90% coverage and a change in the pharmacy copay to a \$12 generic, \$35 brand or formulary, and \$50 non-formulary coverage.
- 3. The superintendent — based on a recommendation of the director of administrative services — recommends that the school board accept the**

**proposal from HealthPartners to provide dental coverage for calendar year 2008.**

- 4. The school board had a first reading of policies in the 100 series as it begins to update the district policy manual. One such policy addresses an effort to clarify the name of the school district.** In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board intends to establish a uniform name for the school district. The proposed policy suggested a slightly different name for the official name and the name used in official communications due to past practice and use. However, this will receive additional review prior to the second reading of this policy.
- 5. Intermediate Districts 287, 916, and 917 agreed to engage in a number of partnerships during the 2007-08.** Intermediate District 287 and 916 will partner to provide instruction for the Honors Mentor Connection program at Northeast Metro 916, an exchange of expertise to expand and improve the Honors Mentor Connection program at 916, and to diversify the construction program at 287 to include house-building or rehabilitation. Intermediate Districts 916 and 917 agree to engage in partnership during the 2007-08 academic year with 916 providing a Youth Apprenticeship Program for 917 students. Intermediate Districts 916 and 287 agree to engage in partnership during the 2007-08 academic year, with 916 providing a Youth Apprenticeship Program for 287 students.
- 6. The school board adopted the new Northeast Metro 916 mission statement.** The mission statement should be based on the beliefs and values of the community, should direct any change effort, and should be the basis on which decisions are made. As a result, the school board adopted the following mission statement, “Northeast Metro 916 Intermediate School District responds to the unique needs of students, educators, and school districts with innovation, quality and trusted experience.”
- 7. The school board chair reported on the superintendent’s performance evaluation.** The board utilized the Annual Evaluation Form which was completed by each school board member individually and then a summary compilation was prepared. Major areas of accountability included: 1) Board/Superintendent relationships, Community, Staff & Personal; 2) Educational Leadership; 3) Business and Finance; 4) Personal Qualities – Communications & Personal Characteristics; 5) District Objectives. Out of a 5.0 possible, Superintendent Hayes received a 4.7.

**FUND SUMMARY**  
**FOR BANK 02 - ACCOUNTS PAYABLE CHECKS**  
**DATE RANGE: 9/01/2007 -9/30/2007**

<u>FUND</u>	<u>FUND NAME</u>	<u>ISSUED TOTAL</u>	<u>VOIDED TOTAL</u>
001	GENERAL FUND	681,588.94	31.34
002	FUND SERVICE	24,794.18	
003	TRANSPORTATION	99,334.08	
004	COMMUNITY SERVICE	49,998.75	
005	CAPITAL OUTLAY	202,007.59	
007	DEBT REDEMPTION	68,327.37	
025	DONATIONS / ACTIVITIES	23,119.81	
050	HS STUDENT ACTIVITIES		
	<b>TOTALS</b>	<u><b>1,149,170.72</b></u>	<u><b>31.34</b></u>

## Check Register Report

SEPT 2007

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
2	317607	C	\$307.64	9/4/07	00094	AMERICAN FAMILY ASSURANCE
2	317608	C	\$10.95	9/4/07	01556	MAHTOMEDI AREA EDUC.FOUNDATION
2	317609	C	\$224.00	9/4/07	01740	MINN NCPERS GROUP LIFE INS
2	317610	C	\$64,168.28	9/4/07	01807	MN TEACHERS RETIREMENT ASSN
2	317611	C	\$14.90	9/4/07	01888	NATIONAL INSURANCE SERVICES
2	317612	C	\$495.00	9/4/07	02017	OFFICE & PROFESSIONAL
2	317613	C	\$733.24	9/4/07	02048	OPERATING ENGINEERS LOCAL #70
2	317614	C	\$2,473.04	9/6/07	00016	ABBOTT PAINT & CARPET CO
2	317615	C	\$58.00	9/6/07	04879	AHMED CHARAI
2	317616	C	\$20.00	9/6/07	00084	AMAZON ENVIRONMENTAL INC
2	317617	C	\$35.00	9/6/07	05952	ANDY & KRIS MEYER CHRISTENSEN
2	317618	C	\$25.00	9/6/07	05972	ANDY HARDGROVE
2	317619	C	\$2,079.78	9/6/07	00162	ARMCOM DISTRIBUTING COMPANY
2	317620	C	\$272.00	9/6/07	00168	ART'S EXPERT APPLIANCE INC
2	317621		\$85.00	9/6/07	03290	BETH HOMMES
2	317622	C	\$108.84	9/6/07	02530	BETHANY SNEDEN
2	317623	C	\$3,300.00	9/6/07	05816	BETMAR LANGUAGES
2	317624	C	\$5,973.00	9/6/07	03196	BF LAUZON ENTERPRISES INC
2	317625	C	\$292.63	9/6/07	00281	BIO CORPORATION
2	317626		\$114.00	9/6/07	05981	BLINDSGALORE
2	317627	C	\$100.00	9/6/07	00384	C F I SYSTEMS
2	317628	C	\$5,552.98	9/6/07	00437	CDW GOVERNMENT INC
2	317629	C	\$2,398.50	9/6/07	03599	CHILDREN'S THEATRE COMPANY
2	317630		\$25.00	9/6/07	05973	CHRIS RICK
2	317631	C	\$150.00	9/6/07	00127	CHRISTY ANDERSON
2	317632	C	\$2,493.70	9/6/07	00487	CLASSROOM DIRECT COM
2	317633	C	\$135.60	9/6/07	00307	CMERDC
2	317634	C	\$12,123.58	9/6/07	00527	COMSTOCK & SONS INC
2	317635	C	\$3,372.09	9/6/07	00553	CORPORATE EXPRESS
2	317636	I	\$0.00	9/6/07	00553	CORPORATE EXPRESS

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
2	317637	C	\$397.83	9/6/07	00599	DALCO
2	317638	C	\$25.00	9/6/07	05974	DAN RICK
2	317639	C	\$36.25	9/6/07	04003	DAVE HULTGREN
2	317640	C	\$58.00	9/6/07	04810	DAVID BROWN
2	317641		\$100.30	9/6/07	05422	DAVID MUETZEL
2	317642	C	\$25.00	9/6/07	05975	DEAN DEHLING
2	317643	C	\$8,968.16	9/6/07	03433	DELL COMPUTER CORP.
2	317644	C	\$58.00	9/6/07	05969	DICK CHENERY
2	317645		\$35.00	9/6/07	05955	DOUG & SONY EBBOTT
2	317646	C	\$1,025.00	9/6/07	03241	ELECTRONIC DESIGN CO
2	317647	C	\$857.50	9/6/07	03969	ENERGYWISE CONSULTING,LLC
2	317648	C	\$2,665.26	9/6/07	00803	EXPRESS PERSONNEL SERVICES INC
2	317649	C	\$279.00	9/6/07	05954	FRANK & LYNN ROBINSON
2	317650	C	\$220.17	9/6/07	00888	FREY SCIENTIFIC COMPANY
2	317651	C	\$25.00	9/6/07	05978	GENE MERRIAM
2	317652	C	\$116.00	9/6/07	04873	GENE WARNER
2	317653	C	\$257.60	9/6/07	00937	GENERAL INDUSTRIAL SUPPLY CO
2	317654		\$58.00	9/6/07	05967	GREGG ADLER
2	317655		\$1,041.67	9/6/07	01038	HAAS MUSICAL INSTRUMENT REPAIR
2	317656	C	\$143.19	9/6/07	05980	HAMPTON INN -ROCHESTER MN
2	317657	C	\$4,967.50	9/6/07	03248	I.S.D # 834 STILLWATER
2	317658	C	\$20.00	9/6/07	05964	JACOB ROBERTS
2	317659	C	\$4,720.00	9/6/07	05922	JEFF MUETZEL
2	317660		\$61.19	9/6/07	02894	JENNIFER WARD
2	317661	C	\$205.00	9/6/07	05959	JENNY MEYER
2	317662	C	\$108.46	9/6/07	05935	JIST/EMC PUBLISHING
2	317663	C	\$279.00	9/6/07	05953	JOHN & HARREITTE IRVINE
2	317664	C	\$350.00	9/6/07	05960	JOHN BLACKSHEAR
2	317665	C	\$56.00	9/6/07	04876	JOHN JUNDT
2	317666	C	\$78.89	9/6/07	02132	JOHN PETRONEK
2	317667	C	\$155.00	9/6/07	05962	KAREN BROWN
2	317668	C	\$122.30	9/6/07	01950	KATHE NICKLEBY
2	317669	C	\$77.40	9/6/07	01351	KATHI KIRCHOFF
2	317670	C	\$155.00	9/6/07	05963	KATHY CHRISTENSEN
2	317671	C	\$58.00	9/6/07	05971	KEVIN HORST

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
2	317672	C	\$25.00	9/6/07	05977	KEVIN WHALEN
2	317673	C	\$155.28	9/6/07	04205	KRISTIN HEAGLE
2	317674	C	\$670.88	9/6/07	01419	LAKESHORE LEARNING MATERIALS
2	317675	C	\$204.75	9/6/07	03195	LASERPLUS, LLC
2	317676	C	\$873.00	9/6/07	01484	LIGHTING PLASTICS OF MN INC
2	317677	C	\$113.80	9/6/07	01495	LINGUISYSTEMS INC
2	317678		\$127.75	9/6/07	01624	LISA MATHIES
2	317679	C	\$184.29	9/6/07	00202	LORI J BAKER
2	317680	C	\$430.28	9/6/07	01557	MAHTOMEDI AUTOMOTIVE SERVICE
2	317681	C	\$365.68	9/6/07	04063	MCGRAW HILL COMPANIES
2	317682	C	\$26.91	9/6/07	05961	MELISSA WYGANT
2	317683	C	\$13.85	9/6/07	01684	MENARDS OAKDALE CASHWAY LUMBER
2	317684		\$60.00	9/6/07	05691	MICHAEL GREENE
2	317685	C	\$58.00	9/6/07	05970	MIKE LITTLER
2	317686	C	\$44.00	9/6/07	02324	NAN ROHDE
2	317687		\$60.36	9/6/07	05488	NANETTE CHOW
2	317688	C	\$112.44	9/6/07	05833	NATIONAL INSTRUMENTS
2	317689	C	\$219.00	9/6/07	01890	NATIONAL MIDDLE SCHOOL ASSOC
2	317690	C	\$25.00	9/6/07	04814	NICK DETTINGER
2	317691	C	\$2,054.40	9/6/07	01971	NORTHEAST METRO 916
2	317692	C	\$21,450.00	9/6/07	01974	NORTHERN ELECTRICAL CONTRACTORS,INC
2	317693	C	\$161.24	9/6/07	02022	O'LEARY AUTO BODY
2	317694	C	\$868.64	9/6/07	02043	ON SITE SANITATION INC
2	317695	C	\$107.04	9/6/07	01066	PAM HAREIN
2	317696	C	\$25.00	9/6/07	05976	PAT WHALEN
2	317697	C	\$56.00	9/6/07	04875	PAUL WILLIAMS
2	317698	C	\$254.99	9/6/07	02096	PEARSON EDUCATION
2	317699	C	\$527.00	9/6/07	02119	PESI HEALTHCARE
2	317700	C	\$58.00	9/6/07	04872	PETE MUTSCHLER
2	317701	C	\$3,558.98	9/6/07	02145	PITNEY BOWES / PURCHASE POWER
2	317702	C	\$57.06	9/6/07	02161	POPP TELECOM
2	317703	C	\$410.00	9/6/07	02165	POSTMASTER-U.S POST OFFICE

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2	317704	C	\$720.77	9/6/07	02301	RIVERSIDE PUBLISHING CO THE/HOUGHTON MIFFLIN
2	317705	C	\$25.00	9/6/07	04815	ROB LINDER
2	317706	C	\$742.75	9/6/07	02160	ROBERT PONTIOUS
2	317707	C	\$35.00	9/6/07	00875	RUSSELL FRAENKEL
2	317708	C	\$2,203.50	9/6/07	02420	SCHOOL SPECIALTY INC
2	317709	C	\$289.26	9/6/07	02441	SCIENCE KIT INC
2	317710	C	\$324.00	9/6/07	02494	SIMPLEXGRINNELL LP
2	317711	C	\$10.00	9/6/07	05956	SIMPLICITY PATTERN CO.INC
2	317712	C	\$81.52	9/6/07	02564	SPEEDWAY SUPERAMERICA LLC
2	317713	C	\$65.03	9/6/07	02610	STATE SUPPLY CO INC
2	317714	C	\$77.00	9/6/07	05965	STEVE PEARSON
2	317715	C	\$56.00	9/6/07	04865	STEVE SCHMAHL
2	317716	C	\$19,900.00	9/6/07	05982	STRATASYS
2	317717	C	\$112.39	9/6/07	04000	SUSAN KUCHAR
2	317718	C	\$37.25	9/6/07	04198	TAMS-WITMARK MUSIC LIBRARY INC
2	317719	C	\$9,417.60	9/6/07	02697	TCI-TEACHER'S CURRICULUM INSTITUTE
2	317720		\$250.00	9/6/07	02128	TERESA PETERSON
2	317721	C	\$255.00	9/6/07	03296	THE ALLIANCE FOR STUDENT ACHIEVEMENT
2	317722	C	\$6,289.61	9/6/07	02747	TIERNEY BROTHERS INC
2	317723	C	\$7,697.49	9/6/07	02748	TIES
2	317724	C	\$25.00	9/6/07	05979	TIM FRIESE
2	317725	C	\$2,180.00	9/6/07	03284	TOM-WEYER-FOR-HIRE
2	317726	C	\$77.00	9/6/07	05966	TONY PEREZ
2	317727	C	\$533.26	9/6/07	02811	UHL COMPANY INCORPORATED
2	317728	C	\$45.04	9/6/07	01703	USA MOBILITY
2	317729	C	\$30.06	9/6/07	02858	VERIZON WIRELESS
2	317730	C	\$7,199.50	9/6/07	02859	VERNIER SOFTWARE & TECHNOLOGY
2	317731	C	\$24.36	9/6/07	02873	VOSS LIGHTING
2	317732	C	\$1,928.86	9/6/07	02896	WARD'S NATURAL SCIENCE ESTABLI
2	317733	C	\$39.94	9/6/07	02895	WARDS BIOLOGY & CHEMISTRY
2	317734	C	\$2,799.81	9/6/07	02903	WASTE MANAGEMENT-BLAINE MN
2	317735	C	\$58.45	9/6/07	04788	WATER CARE

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2	317736	C	\$39.00	9/6/07	02946	WHITE BEAR LOCKSMITH
2	317737	C	\$16,328.70	9/6/07	00723	XCEL ENERGY
2	317738	C	\$149.00	9/6/07	03017	XEROX CORPORATION
2	317741	C	\$17.95	9/13/07	00009	AAA AWARDS
2	317742	C	\$51.55	9/13/07	05958	ACP DIRECT
2	317743	C	\$46,255.34	9/13/07	03959	ADVANCED ROOFING SOLUTIONS,LLC
2	317744	C	\$581.55	9/13/07	00080	ALPHA GRAPHICS
2	317745	C	\$374.93	9/13/07	00085	AMAZON.COM
2	317746	C	\$69.95	9/13/07	00095	AMERICAN FLAGPOLE & FLAG CO
2	317747	C	\$8.52	9/13/07	00909	ANN GALE
2	317748	C	\$95.00	9/13/07	00168	ART'S EXPERT APPLIANCE INC
2	317749	C	\$89.00	9/13/07	00172	ASCD
2	317750	C	\$45.00	9/13/07	05951	BAKER'S PLAYS
2	317751	C	\$1,424.04	9/13/07	03639	BEACON ATHLETICS
2	317752	C	\$1,711.00	9/13/07	00229	BEARCOM WIRELESS WORLDWIDE
2	317753	C	\$45.36	9/13/07	05839	BENCHMARK EDUCATION
2	317754	C	\$39.99	9/13/07	03290	BETH HOMMES
2	317755	C	\$125.00	9/13/07	05945	BILL EISENMANN
2	317756	C	\$120.00	9/13/07	00286	BJORKLUND COMPENSATION CONSULT
2	317757	C	\$78.52	9/13/07	00353	BROWN'S ICE CREAM
2	317758	C	\$558.04	9/13/07	00437	CDW GOVERNMENT INC
2	317759	C	\$56.00	9/13/07	06002	CHAD SMOLEY
2	317760	C	\$4,361.28	9/13/07	00406	CHASE CARD SERVICE/BANK ONE
2	317761	C	\$2,538.27	9/13/07	00462	CHEMSEARCH
2	317762	C	\$1,334.00	9/13/07	06008	CITY OF BLOOMINGTON
2	317763	C	\$1,720.00	9/13/07	01572	CITY OF MAHTOMEDI
2	317764	C	\$184.60	9/13/07	00487	CLASSROOM DIRECT COM
2	317765	C	\$100.00	9/13/07	06006	CONNOR BOLDUC
2	317766	C	\$1,140.26	9/13/07	00553	CORPORATE EXPRESS
2	317767	C	\$2,232.37	9/13/07	00599	DALCO
2	317768	C	\$50.00	9/13/07	06007	DAN DESTACHE
2	317769	C	\$140.00	9/13/07	04792	DAN HARJES
2	317770	C	\$56.00	9/13/07	05338	DAN PELLETIER
2	317771	C	\$39.97	9/13/07	00412	DEB CARLSON

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2	317772	C	\$146.23	9/13/07	00634	DEMCO
2	317773	C	\$58.00	9/13/07	05969	DICK CHENERY
2	317774	C	\$450.14	9/13/07	03934	DIRECT SAFETY
2	317775	C	\$113.85	9/13/07	03582	DISCOVERY CHANNEL
2	317776	C	\$3,390.50	9/13/07	03328	DIVERSIFIED SNACK DIVISION
2	317777	C	\$480.50	9/13/07	00678	DOMINO'S PIZZA
2	317778	C	\$3,883.00	9/13/07	05920	DON JOHNSTON
2	317779	C	\$56.00	9/13/07	05994	DON PELLETIER
2	317780	C	\$56.00	9/13/07	06004	DOUGLAS LEE
2	317781	C	\$157.75	9/13/07	00725	ECKROTH MUSIC COMPANY
2	317782	C	\$2,988.00	9/13/07	05986	EDUCATORS BENEFITS CONSULTANTS,LLC
2	317783	C	\$39.00	9/13/07	00783	EPA AUDIO VISUAL
2	317784	C	\$250.00	9/13/07	04887	ERICA RYAN
2	317785	C	\$494.56	9/13/07	00787	ERICKSON OIL PRODUCTS INC
2	317786	C	\$598.80	9/13/07	00803	EXPRESS PERSONNEL SERVICES INC
2	317787	C	\$1,342.08	9/13/07	00856	FOLLETT EDUCATIONAL SERVICES
2	317788	C	\$208.50	9/13/07	00936	GBC-GENERAL BINDING CORPORATION
2	317789	C	\$116.00	9/13/07	04873	GENE WARNER
2	317790	C	\$57.98	9/13/07	00938	GENERAL PARTS LLC
2	317791	C	\$86.85	9/13/07	00980	GOPHER /PLAY WITH A PURPOSE
2	317792		\$56.00	9/13/07	06003	GORDY MROZ
2	317793	C	\$179.20	9/13/07	01001	GREAT LAKES SPORTS
2	317794	C	\$2,320.00	9/13/07	04138	HEWLETT PACKARD
2	317795	C	\$58.00	9/13/07	01201	IAAP
2	317796	C	\$26.08	9/13/07	01480	JEFF LIEN
2	317797	C	\$76.15	9/13/07	02931	JEFF WHISLER
2	317798	C	\$4.86	9/13/07	01987	JOE NOWAN
2	317799	C	\$20.00	9/13/07	05995	JOHN MEYER
2	317800	C	\$58.00	9/13/07	04813	JOHN PAISLEY
2	317801	C	\$14.68	9/13/07	02132	JOHN PETRONEK
2	317802	C	\$2,992.50	9/13/07	05863	JOHNSON & CONDON P.A.
2	317803	C	\$97.00	9/13/07	02314	JOYCE RODDY
2	317804	C	\$155.00	9/13/07	03663	JULIE DONOVAN

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2	317805	C	\$35.95	9/13/07	05984	KATHRYN ELVESTROM
2	317806	C	\$140.00	9/13/07	05993	KIRBY LIVINGSTON
2	317807	C	\$614.02	9/13/07	03571	L & N HARDWARE HANK
2	317808	C	\$7,443.81	9/13/07	01414	LIDLAW TRANSIT-EDUCATION SERVICES
2	317809		\$35.00	9/13/07	01414	LIDLAW TRANSIT-EDUCATION SERVICES
2	317810	C	\$722.60	9/13/07	03259	LAKE ELMO INN
2	317811	C	\$903.90	9/13/07	03195	LASERPLUS, LLC
2	317812	C	\$525.04	9/13/07	01464	LEEF SERVICES
2	317813	C	\$77.00	9/13/07	04123	LIZ OLSON
2	317814	C	\$99.29	9/13/07	00202	LORI J BAKER
2	317815	C	\$56.00	9/13/07	06005	LOUIS FILIP
2	317816	C	\$58.00	9/13/07	05990	LUKE FOX
2	317817	C	\$993.00	9/13/07	01618	MASSP
2	317818	C	\$4,254.68	9/13/07	05037	MASTERGRAPHICS
2	317819	C	\$77.00	9/13/07	06000	MATT KUKAR
2	317820	C	\$116.19	9/13/07	01684	MENARDS OAKDALE CASHWAY LUMBER
2	317821	C	\$4,877.35	9/13/07	01696	METRO ATHLETIC SUPPLY
2	317822	C	\$1,800.00	9/13/07	01699	METRO ECSU
2	317823		\$140.00	9/13/07	05991	MICHAEL BONN
2	317824		\$77.00	9/13/07	06001	MICHAEL CLARY
2	317825	C	\$56.00	9/13/07	05996	MICHAEL COOPER
2	317826	C	\$250.00	9/13/07	04889	MICHAEL FORBESS
2	317827	C	\$107.62	9/13/07	03384	MID CITY LAUNDRY
2	317828	C	\$77.00	9/13/07	05999	MIKE BRONSON
2	317829	C	\$140.00	9/13/07	05992	MIKE PETREY
2	317830	C	\$8,455.96	9/13/07	01744	MINNESOTA CONWAY
2	317831	C	\$60.00	9/13/07	01779	MN DEPT OF EDUCATION
2	317832	C	\$35.00	9/13/07	01780	MN DEPT OF HEALTH
2	317833	C	\$503.00	9/13/07	01862	MUSIC CONNECTION INC
2	317834	C	\$45.20	9/13/07	01681	NANCY MELQUIST
2	317835	C	\$77.00	9/13/07	04806	NANCY STEFFEN
2	317836	C	\$60.00	9/13/07	01882	NATIONAL GEOGRAPHIC BEE

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2	317837	C	\$1,097.28	9/13/07	04462	NATIONAL GEOGRAPHIC SCHOOL PUBLISHING
2	317838	C	\$8,180.00	9/13/07	01971	NORTHEAST METRO 916
2	317839	C	\$5,410.00	9/13/07	01974	NORTHERN ELECTRICAL CONTRACTORS,INC
2	317840	C	\$458.00	9/13/07	04488	ORANGE TREE EMPLOYMENT SCREENING
2	317841	C	\$565.17	9/13/07	05985	PAMS LUNCHROOM LLC
2	317842	C	\$155.00	9/13/07	05989	PAUL BURGIO
2	317843	C	\$437.67	9/13/07	02096	PEARSON EDUCATION
2	317844	C	\$1,106.71	9/13/07	04204	PEARSON EDUCATION
2	317845	C	\$326.70	9/13/07	02106	PENWORTHY/MEDIA SOURCE
2	317846	C	\$340.50	9/13/07	02151	PLUNKETTS INC
2	317847	C	\$923.41	9/13/07	02175	PRENTICE HALL SC DIV/PEARSON ED.
2	317848	C	\$1,178.39	9/13/07	05983	PUGLEASA CO INC
2	317849	C	\$3,135.40	9/13/07	02227	QWEST
2	317850	C	\$39.80	9/13/07	02242	REALLY GOOD STUFF INC
2	317851	C	\$678.00	9/13/07	04899	RELIABLE MEDICAL SUPPLY, INC
2	317852	C	\$56.00	9/13/07	04838	ROGER LASHOMB
2	317853	C	\$1,360.00	9/13/07	01518	ROLAND LOZIER
2	317854	C	\$5,454.01	9/13/07	04718	ROYAL MECHANICAL INC
2	317855	C	\$1,596.68	9/13/07	02363	SAM'S CLUB DISCOVER
2	317856	C	\$83.56	9/13/07	02367	SAM'S CLUB/GECF
2	317857	C	\$80.65	9/13/07	02413	SCHOLASTIC BOOKS
2	317858	C	\$973.62	9/13/07	02420	SCHOOL SPECIALTY INC
2	317859	C	\$96.85	9/13/07	02421	SCHOOL SPIRIT
2	317860	C	\$1,015.10	9/13/07	05988	SCHROEDER CO INC
2	317861	C	\$77.00	9/13/07	05997	SCOTT HILL
2	317862		\$77.00	9/13/07	05998	SCOTT LANDY
2	317863	C	\$300.00	9/13/07	03123	SHEILA MERZER M A
2	317864	C	\$119.32	9/13/07	03990	SIMONDELIVERS, INC
2	317865	C	\$6,302.98	9/13/07	04734	ST CROIX ARCHITECTURAL SALES LLC
2	317866	C	\$290.00	9/13/07	02583	ST CROIX TREE SERVICE INC
2	317867	C	\$640.80	9/13/07	02603	STAR TRIBUNE
2	317868	C	\$41.08	9/13/07	02610	STATE SUPPLY CO INC

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2	317869	C	\$92.48	9/13/07	01023	SUE ANN GRUVER
2	317870	C	\$47.83	9/13/07	03297	SUE ROBINSON
2	317871	C	\$164.09	9/13/07	02669	SUPREME SCHOOL SUPPLY CO
2	317872	C	\$495.00	9/13/07	05638	TEACHINGBOOKS.NET
2	317873	C	\$3,084.00	9/13/07	04551	THE GOODPRINTER
2	317874	C	\$1,120.00	9/13/07	04870	THEATREWORKS/USA BOX OFFICE
2	317875	C	\$3,367.99	9/13/07	02747	TIERNEY BROTHERS INC
2	317876	C	\$159.00	9/13/07	02750	TIME FOR KIDS
2	317877	C	\$58.00	9/13/07	04809	TOM SHARE
2	317878	C	\$50.00	9/13/07	02859	VERNIER SOFTWARE & TECHNOLOGY
2	317879	C	\$15.80	9/13/07	02873	VOSS LIGHTING
2	317880	C	\$784.85	9/13/07	03017	XEROX CORPORATION
2	317881	C	\$8,813.90	9/13/07	03017	XEROX CORPORATION
2	317882	C	\$187.71	9/13/07	03026	YOUNGS
2	317883	C	\$1,038.00	9/13/07	00714	EAGLE SCREEN PRINTING
2	317884	C	\$507.85	9/13/07	01116	HERITAGE PRINTING
2	317885	C	\$427.07	9/13/07	03105	STEVE KIMBALL
2	317886	C	\$10.00	9/17/07	01214	ING
2	317887	C	\$1,144.26	9/17/07	06011	MINNESOTA LIFE INS.CO
2	317888	C	\$64,674.42	9/17/07	01807	MN TEACHERS RETIREMENT ASSN
2	317889	C	\$300.00	9/17/07	04342	WISCONSIN SCTF
2	317890	C	\$127.65	9/20/07	00009	AAA AWARDS
2	317891	C	\$80.00	9/20/07	03455	AARP
2	317892	C	\$910.00	9/20/07	00039	ACT
2	317893	C	\$331.23	9/20/07	00047	ADT SECURITY SYSTEMS
2	317894	C	\$18,055.83	9/20/07	03959	ADVANCED ROOFING SOLUTIONS,LLC
2	317895	C	\$58.00	9/20/07	01278	ALEX JOHNSON
2	317896	C	\$300.00	9/20/07	04692	ALLINA HOSPITALS & CLINICS
2	317897	C	\$20.00	9/20/07	00084	AMAZON ENVIRONMENTAL INC
2	317898	C	\$76.70	9/20/07	06010	ANN GALBUS
2	317899	C	\$176.75	9/20/07	01118	BARBARA HERTEL
2	317900	C	\$155.00	9/20/07	06026	BARBARA TAKO
2	317901	C	\$47.85	9/20/07	00220	BATTERIES PLUS
2	317902	C	\$408.00	9/20/07	04574	BILL WEIGEL SIGNS
2	317903	C	\$1,757.43	9/20/07	03340	BIX PRODUCE CO

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
2	317904	C	\$8,711.00	9/20/07	04691	BLOOMINGTON COMPENSATION INS CO
2	317905	C	\$1,178.00	9/20/07	03057	BRAD BERGIE
2	317906	C	\$10.00	9/20/07	06024	BRYAN THELL
2	317907	C	\$169.81	9/20/07	06014	CAROLYN JAMES
2	317908	C	\$377.75	9/20/07	03115	CHARLES LINDERKAMP
2	317909	C	\$197.20	9/20/07	00466	CHILDCRAFT EDUCATION CORP
2	317910	C	\$77.00	9/20/07	05313	CHRISTINA FIEBICH
2	317911	C	\$639.84	9/20/07	00494	CMERDC
2	317912	C	\$110.00	9/20/07	06006	CONNOR BOLDUC
2	317913	C	\$964.85	9/20/07	00541	CONTINENTAL CLAY COMPANY
2	317914	C	\$43,047.00	9/20/07	05893	CONTINENTAL WESTERN INSURANCE CO
2	317915	C	\$11,127.33	9/20/07	00553	CORPORATE EXPRESS
2	317916		\$42.58	9/20/07	05601	CRAIG MICKELSON
2	317917	C	\$108.56	9/20/07	00599	DALCO
2	317918	C	\$150.00	9/20/07	05073	DAVE HULIT
2	317919	C	\$172.86	9/20/07	03433	DELL COMPUTER CORP.
2	317920	C	\$206.08	9/20/07	00667	DISCOUNT SCHOOL SUPPLY
2	317921	C	\$2,388.00	9/20/07	00678	DOMINO'S PIZZA
2	317922	C	\$195.00	9/20/07	04120	DURO-LAST ROOFING,INC
2	317923	C	\$18.51	9/20/07	03256	ED MORREIM
2	317924	C	\$77.00	9/20/07	06025	ED RICHARDSON
2	317925		\$571.93	9/20/07	02404	EDIE SCHMIDT
2	317926	C	\$200.00	9/20/07	03624	EDUCATIONAL SERVICES
2	317927	C	\$72.85	9/20/07	00746	EDUCATORS OUTLET INC
2	317928	C	\$498.95	9/20/07	05950	ELDRIDGE PLAYS AND MUSICALS
2	317929	C	\$1,574.24	9/20/07	03241	ELECTRONIC DESIGN CO
2	317930	C	\$6.40	9/20/07	00760	ELITE SPORTSWEAR L P
2	317931	C	\$449.40	9/20/07	00764	ELSMORE AQUATICS
2	317932	C	\$95.82	9/20/07	04142	ERIN ALBRECHT
2	317933	C	\$116.42	9/20/07	00937	GENERAL INDUSTRIAL SUPPLY CO
2	317934	C	\$299.65	9/20/07	00938	GENERAL PARTS LLC
2	317935	C	\$40.81	9/20/07	06015	GLEN PRODUCTS INC
2	317936	C	\$391.37	9/20/07	01010	GLSPORTS

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
2	317937	C	\$146.24	9/20/07	00980	GOPHER /PLAY WITH A PURPOSE
2	317938	C	\$64.00	9/20/07	00981	GOPHER STAGE LIGHTING
2	317939	C	\$935.14	9/20/07	00987	GRAINGER
2	317940	C	\$120.00	9/20/07	03081	GRAY SEEVER
2	317941	C	\$4,394.00	9/20/07	04950	GUNDERSON CONSTRUCTION, INC
2	317942	C	\$58.00	9/20/07	04801	HAMID MARDI
2	317943	C	\$272,961.40	9/20/07	01096	HEALTHPARTNERS
2	317944	C	\$279.00	9/20/07	00872	HEATHER FOX
2	317945	C	\$11,494.44	9/20/07	01116	HERITAGE PRINTING
2	317946	C	\$851.00	9/20/07	01173	HUMAN SERVICES INC
2	317947	C	\$116.00	9/20/07	04807	J C BERGSTROM
2	317948	C	\$77.00	9/20/07	05565	JASON NICKLEBY
2	317949	C	\$182.44	9/20/07	04068	JOHN DEIR
2	317950	C	\$56.00	9/20/07	04876	JOHN JUNDT
2	317951	C	\$56.00	9/20/07	06019	JOHN T.JUNDL
2	317952	C	\$26.95	9/20/07	02314	JOYCE RODDY
2	317953	C	\$50.00	9/20/07	06022	KAREN KARLSON
2	317954	C	\$10.16	9/20/07	02463	KELLY SHAFER
2	317955	C	\$58.00	9/20/07	05971	KEVIN HORST
2	317956	C	\$205.05	9/20/07	01372	KNOWLAN'S SUPER MARKETS
2	317957	C	\$89.03	9/20/07	05948	LEAH WYNVEEN
2	317958	C	\$77.00	9/20/07	04123	LIZ OLSON
2	317959	C	\$189.00	9/20/07	00202	LORI J BAKER
2	317960	C	\$56.00	9/20/07	06005	LOUIS FILIP
2	317961	C	\$92.00	9/20/07	01557	MAHTOMEDI AUTOMOTIVE SERVICE
2	317962	C	\$56.00	9/20/07	06018	MARK ZELENCK
2	317963	C	\$50.00	9/20/07	06020	MARY S WIGSTROM
2	317964	C	\$56.00	9/20/07	05358	MATTHEW BROWN
2	317965	C	\$7.94	9/20/07	01684	MENARDS OAKDALE CASHWAY LUMBER
2	317966	C	\$261.75	9/20/07	01696	METRO ATHLETIC SUPPLY
2	317967	C	\$50.00	9/20/07	03614	MN/ CEC-DEC
2	317968	C	\$20.00	9/20/07	01865	MUSIC THEATRE INTERNATIONAL
2	317969	C	\$93.28	9/20/07	05488	NANETTE CHOW
2	317970	C	\$77.00	9/20/07	06021	NANG STEFFEN

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2	317971	C	\$250.00	9/20/07	04962	NEPAL HOWLADER
2	317972	C	\$202.42	9/20/07	01929	NETSUPPORT INC
2	317973	C	\$20.00	9/20/07	06017	NICK BARNES
2	317974	C	\$3,235.23	9/20/07	01971	NORTHEAST METRO 916
2	317975	C	\$6,050.00	9/20/07	01974	NORTHERN ELECTRICAL CONTRACTORS,INC
2	317976	C	\$35.70	9/20/07	02051	ORIENTAL TRADING CO,INC
2	317977	C	\$666.35	9/20/07	02078	PARK BUS CO / COLUMBIA TRANSIT
2	317978		\$105.00	9/20/07	02079	PARK HIGH SCHOOL
2	317979	C	\$190.16	9/20/07	03590	PATRICIA HAUGH
2	317980	C	\$34.95	9/20/07	05675	PCI EDUCATIONAL PUBLISHING
2	317981		\$56.00	9/20/07	04945	PERRY COONCE
2	317982	C	\$692.79	9/20/07	02145	PITNEY BOWES
2	317983	C	\$410.00	9/20/07	02165	POSTMASTER
2	317984	C	\$38.04	9/20/07	06012	PREMIUM WATERS INC
2	317985	C	\$639.57	9/20/07	02175	PRENTICE HALL SC DIV/PEARSON ED.
2	317986	C	\$469.00	9/20/07	06031	PRO SOUND AND LIGHT
2	317987	C	\$58.00	9/20/07	04937	RADOVANE MELLOUKY
2	317988	C	\$196.52	9/20/07	05626	RANDOM HOUSE INC
2	317989		\$77.00	9/20/07	04940	RANDY MOTT
2	317990		\$352.00	9/20/07	03301	REBECCA WILSON ABBOTT
2	317991	C	\$801.00	9/20/07	02271	RESPONSE FIRE PROTECTION CO I
2	317992	C	\$56.00	9/20/07	06023	RICHARD ANDESON
2	317993		\$20.00	9/20/07	06028	ROETTGER WELDING INC
2	317994	C	\$35.00	9/20/07	00875	RUSSELL FRAENKEL
2	317995	C	\$430.32	9/20/07	02367	SAM'S CLUB/GECF
2	317996	C	\$68.00	9/20/07	05075	SAMUEL FRENCH INC
2	317997	C	\$137.89	9/20/07	03991	SARA DUSEK
2	317998	C	\$202.10	9/20/07	02384	SAX ARTS & CRAFTS
2	317999	C	\$1,492.58	9/20/07	02417	SCHOOL HEALTH CORPORATION
2	318000	C	\$160.83	9/20/07	02255	SCOTT REGNIER
2	318001	C	\$46.15	9/20/07	02568	SPORTDECALS INC
2	318002	C	\$100.00	9/20/07	02581	ST CROIX BOAT & PACKET CO
2	318003	C	\$158.35	9/20/07	02610	STATE SUPPLY CO INC
2	318004	C	\$1,374.71	9/20/07	03088	STEVE HAMMERSCHMIDT

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2	318005	C	\$153.47	9/20/07	03105	STEVE KIMBALL
2	318006	C	\$58.00	9/20/07	04890	STEVE MUSCANTO
2	318007	C	\$563.57	9/20/07	04176	SUNBURST CHEMICALS, INC.
2	318008	C	\$138.44	9/20/07	01327	SUSAN KATZKE
2	318009	C	\$35.00	9/20/07	02754	T-MOBILE
2	318010	C	\$41.30	9/20/07	06027	TEXON II
2	318011	C	\$470.00	9/20/07	02796	THAD TUMBLESON
2	318012	C	\$470.92	9/20/07	06030	THE EARTHGRAINS CO
2	318013	C	\$2,865.00	9/20/07	04551	THE GOODPRINTER
2	318014	C	\$115.00	9/20/07	02135	THE PIANO WORKS
2	318015	C	\$876.73	9/20/07	02748	TIES
2	318016		\$588.00	9/20/07	03284	TOM-WEYER-FOR-HIRE
2	318017	C	\$1,080.70	9/20/07	03345	TRIO SUPPLY CO
2	318018	C	\$85.00	9/20/07	04027	ULTIMATE DRAIN SERVICES, INC
2	318019	C	\$11,393.68	9/20/07	03341	UPPER LAKES FOODS,INC
2	318020	C	\$133.20	9/20/07	02873	VOSS LIGHTING
2	318021	C	\$1,377.55	9/20/07	00723	XCEL ENERGY
2	318022	C	\$100.00	9/25/07	00427	CASH
2	318023	V	\$31.34	9/27/07	02743	3 SEASONS RESTAURANT
2	318024	C	\$100.00	9/27/07	03615	AAFCS
2	318025		\$58.00	9/27/07	06046	AARON SEEFELD
2	318026	C	\$1,488.90	9/27/07	00016	ABBOTT PAINT & CARPET CO
2	318027		\$56.00	9/27/07	06043	ADAM BERG
2	318028	C	\$79.67	9/27/07	06049	ALEC NICHOLSON
2	318029		\$196.41	9/27/07	05373	ALFRED PEREZ
2	318030	C	\$607.00	9/27/07	05946	ALL , INC
2	318031		\$15.47	9/27/07	00085	AMAZON.COM
2	318032		\$15.00	9/27/07	04665	AMY LOOMIS
2	318033	C	\$24.43	9/27/07	02881	AMY WALCH
2	318034		\$150.00	9/27/07	06050	ANDREW STEWARD
2	318035	C	\$77.31	9/27/07	00343	ANN BROOKE
2	318036		\$35.00	9/27/07	06040	ANN MARIE GIEFER
2	318037	C	\$77.00	9/27/07	06042	ANNETTE STARR
2	318038	C	\$29.95	9/27/07	03636	APPLE COMPUTER
2	318039	C	\$1,263.68	9/27/07	00154	APPLIED PRACTICE LTD

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2	318040	C	\$159.74	9/27/07	01118	BARBARA HERTEL
2	318041	C	\$790.80	9/27/07	00208	BARNES & NOBLE
2	318042	C	\$17.03	9/27/07	00220	BATTERIES PLUS
2	318043		\$425.00	9/27/07	06052	BEN SOBIESKI
2	318044		\$184.00	9/27/07	04460	BILL HAMPEL
2	318045		\$440.00	9/27/07	03083	BRENDA GRUNDEEN STREHLOW
2	318046	C	\$600.00	9/27/07	00384	C F I SYSTEMS
2	318047		\$30.00	9/27/07	06037	CATHI KRUEGER
2	318048	C	\$2,132.78	9/27/07	00437	CDW GOVERNMENT INC
2	318049	C	\$414.00	9/27/07	03599	CHILDREN'S THEATRE COMPANY
2	318050		\$90.00	9/27/07	05852	CHRISTOPHER FASOLI
2	318051	C	\$61.00	9/27/07	06047	CHUCK QUISTAD
2	318052	C	\$73.32	9/27/07	04378	CINDY MARTINSON
2	318053	C	\$2,105.90	9/27/07	00478	CITIBUSINESS CARD
2	318054		\$60.26	9/27/07	00487	CLASSROOM DIRECT COM
2	318055	C	\$554.21	9/27/07	00494	CMERDC
2	318056	C	\$539.87	9/27/07	00553	CORPORATE EXPRESS
2	318057	C	\$466.50	9/27/07	06016	CORPORATE MECHANICAL
2	318058	C	\$264.00	9/27/07	00565	CRAGUN'S CONFERENCE & GOLF RES
2	318059		\$175.00	9/27/07	04679	CRISTINA NARVAEZ
2	318060	C	\$433.68	9/27/07	00599	DALCO
2	318061		\$223.00	9/27/07	01427	DALE LANGNESS
2	318062		\$165.80	9/27/07	03418	DAMEWARE DEVELOPMENT LLC
2	318063	C	\$140.00	9/27/07	04792	DAN HARJES
2	318064		\$90.00	9/27/07	06057	DAN WARDEN
2	318065	C	\$159.93	9/27/07	00072	DANIEL ALBRECHT
2	318066	C	\$143.95	9/27/07	01244	DAVID JACKSON
2	318067	C	\$77.00	9/27/07	04883	DEB WEINREIS
2	318068	C	\$1,276.72	9/27/07	03433	DELL COMPUTER CORP.
2	318069	C	\$45.00	9/27/07	00678	DOMINO'S PIZZA
2	318070	C	\$47.83	9/27/07	00679	DONATELLI'S
2	318071	C	\$2,422.00	9/27/07	04719	DOOR SERVICE CO OF THE TWIN CITIES INC
2	318072	C	\$56.00	9/27/07	06004	DOUGLAS LEE
2	318073	C	\$4,438.50	9/27/07	00714	EAGLE SCREEN PRINTING

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2	318074	C	\$452.50	9/27/07	03241	ELECTRONIC DESIGN CO
2	318075	C	\$1,077.84	9/27/07	00803	EXPRESS PERSONNEL SERVICES INC
2	318076	C	\$6,979.35	9/27/07	00856	FOLLETT EDUCATIONAL SERVICES
2	318077	C	\$752.10	9/27/07	00888	FREY SCIENTIFIC COMPANY
2	318078		\$61.00	9/27/07	05063	GARY ALBRECHT
2	318079	C	\$58.00	9/27/07	04873	GENE WARNER
2	318080	C	\$148.87	9/27/07	01010	GL SPORTS INC
2	318081	C	\$77.00	9/27/07	04930	GORDY HANSON
2	318082		\$25.00	9/27/07	06003	GORDY MROZ
2	318083	C	\$444.05	9/27/07	03355	GREEN LIGHTS RECYCLING, INC
2	318084		\$58.00	9/27/07	05967	GREGG ADLER
2	318085	C	\$132.15	9/27/07	04015	HAAN CRAFTS
2	318086	C	\$3,518.00	9/27/07	03485	HALLBERG ENGINEERING
2	318087	C	\$528.00	9/27/07	01088	HAWTHORNE EDUCATIONAL SERVICES
2	318088	C	\$238.24	9/27/07	01097	HEALY AWARDS INC
2	318089	C	\$280.00	9/27/07	01133	HOBART SERVICES
2	318090	C	\$505.77	9/27/07	01164	HOUGHTON MIFFLIN CO
2	318091	C	\$947.70	9/27/07	03305	I.S.D # 012 CENTENNIAL SCHOOLS
2	318092	C	\$7,334.82	9/27/07	04070	I.S.D # 200 -HASTINGS SCHOOLS
2	318093		\$530.40	9/27/07	03248	I.S.D # 834 STILLWATER
2	318094	C	\$900.00	9/27/07	04153	INSTITUTE FOR MULTI-SENSORY EDUCATION
2	318095		\$50.00	9/27/07	01225	INTERMEDIATE DISTRICT 287
2	318096		\$10.24	9/27/07	01240	J W PEPPER OF MINNEAPOLIS
2	318097		\$219.50	9/27/07	06035	JAN ELLEN FOWLER
2	318098		\$467.50	9/27/07	04894	JAN SAMES
2	318099	C	\$140.00	9/27/07	04793	JEFF LARSON
2	318100	C	\$20.45	9/27/07	01480	JEFF LIEN
2	318101	C	\$103.00	9/27/07	01263	JIM JENSEN
2	318102	C	\$58.00	9/27/07	06044	JIVKO SABEV
2	318103		\$77.00	9/27/07	04933	JOE MOORE
2	318104	C	\$266.72	9/27/07	01987	JOE NOWAN
2	318105	C	\$213.00	9/27/07	03988	JOHN H.HANKEN
2	318106	C	\$58.00	9/27/07	04813	JOHN PAISLEY

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2	318107	C	\$53.24	9/27/07	02132	JOHN PETRONEK
2	318108	C	\$105.00	9/27/07	06055	JORDAN HESSER
2	318109		\$90.00	9/27/07	06051	JOSH PLOOSTER
2	318110	C	\$467.50	9/27/07	04895	JULIE BUTTERMORE
2	318111	C	\$382.31	9/27/07	00544	JULIE CONZEMIUS
2	318112	C	\$378.30	9/27/07	02057	JULIE OSTERBAUER
2	318113	C	\$881.00	9/27/07	01307	JUNIOR LIBRARY GUILD
2	318114		\$31.57	9/27/07	06022	KAREN KARLSON
2	318115	C	\$759.07	9/27/07	03378	KELLY SERVICES, INC
2	318116	C	\$60.00	9/27/07	06056	KELSEY ENGBRECHT
2	318117		\$140.00	9/27/07	05993	KIRBY LIVINGSTON
2	318118		\$20.00	9/27/07	06058	KRIS OGREN
2	318119	C	\$885.00	9/27/07	01397	KUBITZ EDUCATIONAL SERVICES
2	318120	C	\$150.00	9/27/07	01410	LADEN'S BUSINESS MACHINES INC
2	318121	C	\$5,424.22	9/27/07	01411	LAFAYETTE LIFE INSURANCE CO
2	318122	C	\$97,042.23	9/27/07	01414	LIDLAW TRANSIT-EDUCATION SERVICES
2	318123	C	\$2,870.70	9/27/07	03195	LASERPLUS, LLC
2	318124		\$177.48	9/27/07	06038	LAUREEN SHYPUSTI
2	318125	C	\$191.70	9/27/07	00949	LAURIE GERVER
2	318126		\$198.14	9/27/07	01705	LEROY R METZ JR
2	318127	C	\$19.50	9/27/07	05495	LIFELINE AMPLIFICATION SYSTEMS
2	318128	C	\$77.00	9/27/07	06041	LOUISE BEAMAN
2	318129		\$48.00	9/27/07	06059	LOWERY SMITH II
2	318130	C	\$116.00	9/27/07	05990	LUKE FOX
2	318131	C	\$35.00	9/27/07	02862	LYNNE VIKER
2	318132	C	\$3,871.75	9/27/07	03182	MADISON NATIONAL LIFE
2	318133	C	\$74.00	9/27/07	01557	MAHTOMEDI AUTOMOTIVE SERVICE
2	318134	C	\$438.57	9/27/07	02281	MARIANNE RICE
2	318135		\$77.00	9/27/07	04932	MARK BENSHOOF
2	318136		\$199.00	9/27/07	01612	MASE
2	318137	C	\$685.00	9/27/07	01618	MASSP
2	318138		\$24.00	9/27/07	03604	MATHSTORIES
2	318139	C	\$74.00	9/27/07	06034	MATTHEW YOUNG
2	318140	C	\$75.00	9/27/07	06032	MELANIE BRUYERS

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2	318141	C	\$23.94	9/27/07	01683	MENARDS
2	318142	C	\$1,647.20	9/27/07	01696	METRO ATHLETIC SUPPLY
2	318143	C	\$140.00	9/27/07	05992	MIKE PETREY
2	318144		\$126.57	9/27/07	05028	NICK FALDE
2	318145		\$45.00	9/27/07	01972	NORTHEAST SERVICE COOP
2	318146	C	\$169.00	9/27/07	04488	ORANGE TREE EMPLOYMENT SCREENING
2	318147		\$1,450.28	9/27/07	02052	ORIGINS
2	318148	C	\$63.05	9/27/07	01363	PAM KLINKHAMMER
2	318149		\$49.99	9/27/07	03472	PAT BIGALK
2	318150		\$58.00	9/27/07	06045	PAUL PAURUS
2	318151		\$77.00	9/27/07	05131	PAUL SIKORA
2	318152	C	\$2,900.00	9/27/07	02108	PEOPLES ELECTRICAL CONTRACTORS
2	318153		\$600.00	9/27/07	06033	PERKINGS MEDIA GROUP
2	318154		\$1,000.00	9/27/07	03531	PROFESSIONAL TRAVEL
2	318155	C	\$15,830.00	9/27/07	02229	R M DREYLING CONSTRUCTION CO
2	318156	C	\$966.95	9/27/07	03136	RATWIK ROSZAK & MALONEY P A
2	318157	C	\$45.80	9/27/07	02242	REALLY GOOD STUFF INC
2	318158	C	\$2,770.46	9/27/07	02257	REHBEIN TRANSIT INC
2	318159	C	\$25.00	9/27/07	04815	ROB LINDER
2	318160	C	\$48.00	9/27/07	06060	ROBERT W.MOCCIA JR
2	318161	C	\$135.96	9/27/07	01039	ROGER HAGEN
2	318162	C	\$167.94	9/27/07	05057	ROY ANDERSON
2	318163		\$132.76	9/27/07	05474	RTI SOLUTIONS,INC
2	318164	C	\$81.00	9/27/07	01028	RYAN GUNDERSON
2	318165	C	\$562.50	9/27/07	04970	SANDY CEDERGREN
2	318166	C	\$78.08	9/27/07	01127	SARAH HILL
2	318167	C	\$993.65	9/27/07	02384	SAX ARTS & CRAFTS
2	318168	C	\$269.78	9/27/07	02413	SCHOLASTIC MAGAZINES
2	318169	C	\$199.15	9/27/07	02421	SCHOOL SPIRIT
2	318170	C	\$251.80	9/27/07	03337	SCHUMACHER WHOLESALE MEATS, INC
2	318171	C	\$50.34	9/27/07	02441	SCIENCE KIT INC
2	318172	C	\$34.76	9/27/07	02474	SHIFFLER EQUIPMENT SALES INC

Bank Number	Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
2	318173		\$290.80	9/27/07	03417	SIGNALS
2	318174	C	\$765.53	9/27/07	03088	STEVE HAMMERSCHMIDT
2	318175	C	\$406.60	9/27/07	03105	STEVE KIMBALL
2	318176		\$77.00	9/27/07	04929	STEVE WOLVIN
2	318177	C	\$45.00	9/27/07	02657	SUBWAY SANDWICHES
2	318178		\$1,011.00	9/27/07	04234	SUPPORT SOURCE
2	318179		\$75.00	9/27/07	06054	TAYLOR LOWELL
2	318180	C	\$3,767.18	9/27/07	06048	TAYLOR PUBLISHING CO
2	318181		\$508.30	9/27/07	02747	TIERNEY BROTHERS INC
2	318182		\$77.00	9/27/07	04931	TOM WOLLAN
2	318183	C	\$683.70	9/27/07	03345	TRIO SUPPLY CO
2	318184	C	\$4,405.00	9/27/07	02819	UNIQUE SOFTWARE CORPORATION
2	318185	C	\$106.70	9/27/07	02858	VERIZON WIRELESS
2	318186	C	\$27.00	9/27/07	03407	VICKIE BONSE
2	318187		\$428.70	9/27/07	02889	WALMART COMMUNITY
2	318188	C	\$2,650.49	9/27/07	02902	WASHINGTON COUNTY
2	318189	C	\$1,552.54	9/27/07	02908	WEEKLY READER CORPORATION
2	318190	C	\$6,758.63	9/27/07	02916	WELSH COMPANIES LLC
2	318191	C	\$697.92	9/27/07	02941	WHITE BEAR GLASS INC
2	318192	C	\$162.60	9/27/07	02946	WHITE BEAR LOCKSMITH
2	318193		\$500.00	9/27/07	02964	WILD MOUNTAIN
2	318194		\$26.55	9/27/07	02968	WILDWOOD BOWL/ PIZZA
2	318195		\$12.28	9/27/07	00723	XCEL ENERGY
2	318196	C	\$118.00	9/27/07	03017	XEROX CORPORATION
<b>CK #</b>	<b>588</b>	<b>CK AMT</b>	<b>\$1,149,202.06</b>			

**INDEPENDENT SCHOOL DISTRICT #832  
WIRE TRANSFER TRANSACTIONS  
MONTH OF SEPTEMBER 2007**

<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
9/6/07	MN Trust	MSDLAF	\$300,000.00	cover checks
9/13/07	MN Trust	MSDLAF	\$600,000.00	cover checks
9/13/07	US Bank	First Niagara Bank	\$46,532.14	OMNI tsa's
9/13/07	US Bank	Wells Fargo	\$8,106.24	flex benefits
9/14/07	US Bank	IRS	\$171,153.04	federal & fica taxes
9/14/07	US Bank	MN Dept of Revenue	\$26,688.60	state payroll taxes
9/14/07	US Bank	Wis. Dept. of Revenue	\$2,060.11	state payroll taxes
9/14/07	US Bank	Public Emp. Retirement Assoc.	\$12,041.75	pera retirement
9/14/07	MSDLAF	US Bank	\$434,899.03	cover checks
9/15/07	State of Minnesota	MN Trust	\$777,886.38	direct state payment
9/15/07	State of Minnesota	MN Trust	\$156,512.91	direct state payment
9/27/07	MN Trust	MSDLAF	\$800,000.00	cover checks
9/27/07	US Bank	First Niagara Bank	\$49,603.91	OMNI tsa's
9/27/07	US Bank	EBC Flex Plan	\$8,106.24	flex benefits
9/27/07	US Bank	Central Bank	\$804.11	para union dues
9/28/07	US Bank	IRS	\$189,475.37	federal & fica taxes
9/28/07	US Bank	MN Dept of Revenue	\$29,213.70	state payroll taxes
9/28/07	US Bank	Wis. Dept. of Revenue	\$2,049.53	state payroll taxes
9/28/07	US Bank	Public Emp. Retirement Assoc.	\$18,116.83	pera retirement
9/28/07	MSDLAF	US Bank	\$483,993.28	cover checks
9/30/07	State of Minnesota	MN Trust	\$1,659,097.97	direct state payment
9/30/07	State of Minnesota	MN Trust	\$59,156.39	direct state payment

	Monitoring and Compliance 1500 Highway 36 West Roseville, MN 55113-4266	<b>ASSURANCE OF COMPLIANCE WITH STATE AND FEDERAL LAW PROHIBITING DISCRIMINATION</b>	ED-00199-08
			DUE: 11/15

**GENERAL INFORMATION AND INSTRUCTIONS:** Pursuant to Minnesota Statutes, section 127A.42, subd. 3, each school board shall annually submit to the Commissioner of Education a statement of compliance with state and federal laws prohibiting discrimination and provide the designated supporting information to assure that statement. Complete this form as directed and return it to the above address by November 15. Retain a copy for your files.

**IDENTIFICATION INFORMATION**

School District Name <b>Mahtomedi</b>		District Number <b>832</b>	
Name of District Contact Person <b>Dr. Sue Ann Gruver</b>	Title <b>Assistant Superintendent</b>	Telephone Number <b>651) 407 - 2013</b>	FAX Number <b>( 651 ) 407 - 2025</b>

**STATEMENT OF ASSURANCE**

The undersigned hereby affirm that the above named school district is in compliance with the following state and federal laws prohibiting discrimination:

1. Minnesota Statute, section 363.03, Minnesota Human Rights Act, which prohibits discrimination in education programs and activities on grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age.
2. Title VI of the Civil Rights Act of 1964 (42 USC 2000d., et. seq.; 34 CFR Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.
3. Title VII of the Civil Rights Act of 1964 (42 USC 2000e., et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.
4. Title IX of the Education Amendments of 1972 (20 USC, Section 1681; 34 CFR Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
5. The Age Discrimination in Employment Act of 1967 (29 USC, Section 621; 42 USC Section 6101; 29 CFR Part 860), which prohibits discrimination on the basis of age (over 40 years).
6. Minnesota Statute, section 121A.04, which prohibits sex discrimination in athletic programs.
7. Minnesota Statute, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.
8. Minnesota Rules, Chapter 3535, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.
9. Section 504 of the Rehabilitation Act of 1973 34 C.F.R. part 104, prohibiting discrimination on the basis of disability.
10. American with Disabilities Act 42 U.S.C. § 12101, *et seq.*, also prohibiting discrimination on the basis of disability.
11. Minnesota Rules, part 3500.0550 relating to Inclusive Educational Program Plan.
12. Equal Education Opportunities and Transportation of Students (20 U.S.C. § 1703).
13. Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) 42 U.S.C. § 2000 e(k).
14. Fair Housing Act 42 U.S.C. § 3601 *et seq.* 24 C.F.R. part 100.
15. Age Discrimination Act 42 U.S.C. § 6101, 6102; 45 C.F.R. part 100.
16. Prohibition of Discrimination Based on Blindness (20 U.S.C. § 1684).
17. May 25, 1970, Office of Civil Rights Memorandum, "Identification of Discrimination and Denial of Service on the Basis of National Origin".
18. August 1975, Office of Civil Rights Memorandum, "Identification of Discrimination in the Assignment of Children to Special Education Programs".

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date. The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons whose signatures appear below and who are authorized to sign on behalf of the district.

Furthermore, the undersigned hereby affirm that there is a copy of each of these laws in each building in the district and that the information given on page two and three of this form is accurate and complete.

_____	_____
Signature - School District Superintendent	Date
_____	_____
Signature - President or Chairperson of School Board	Date
_____	_____
Signature - Clerk of School Board	Date

# Activity Workers Pay Structure

10/6/06

## DUTY

## SALARY

### **Site Manager**

*Football, Soccer, Volleyball,  
Basketball, Hockey, Gymnastics  
Wrestling, Non Athletic, Others as needed*

**\$20.00 Per Hour**

Based on the amount of responsibilities/duties  
Based on a range of 1-6 hours

### **Supervisor/Crowd Control**

\$41.78 Per Teacher's Contract  
Based on an approximent 2 hour activity

***Ticket Seller/Taker,  
Announcer, Timer, Scorer,  
Line Judge or other minor officials***

**\$16.00 Per Hour**

Based on a range of 1-6 hours

### **Student Workers**

\$10 Per Event  
\$1 increase for every year that the  
student has worked

### **Soccer Ball Chasers**

\$6.00 Per Event

### **Worker/Official Assigner**

\$25.00 - \$100  
This amount varies based on the number  
of games & level of activity per event per season