

INDEPENDENT SCHOOL DISTRICT #832
REGULAR MEETING – BOARD OF EDUCATION
Thursday, June 10, 2010 - 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. Mark Wolak - Retiring Superintendent
Presenter: Kevin Donovan
 - B. MAEF Presentation
Presenter: Dana Berg/Laura Whitney
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. There will be no student representative report this month.
8. APPROVAL OF MINUTES
 - A. May 13, 2010 - Regular Meeting 5
 - B. May 27, 2010 - Study Session 12
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 - B. Update on Grant Funding
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 - C. Update on Facility Planning 15
Presenter: Denise Sundstrom/Mark Larson
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 - A. Policies
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Presenter: Mark Wolak
 - B. Approval of Preliminary Budget for 2010-2011 20

- Presenter: Denise Sundstrom
- C. Approval of Acting Superintendent's Contract
Presenter: Kevin Donovan
- D. Approval of Agreement with ISD #622 for the Purchase of Professional Services 21
Presenter: Chuck Ericksen
- E. Personnel
 - 1. Recommendation to Approve Employment for Licensed Personnel Who Will Continue to be on Probationary Status for the 2010-2011 School Year
 - a. Dawn Dworak
 - b. Cassandra Huberty
 - c. Pam Rech
 - 2. Recommendation to Approve Contract Status for Licensed Personnel Moving from Probationary Status to Continuing Contract Status for the 2010-2011 School Year
 - a. Leanne Barry
 - b. Harmony Lewis
 - c. Chris Moore
 - 3. Approval of Resolution to Terminate and Nonrenew Probationary Teaching Contracts
 - a. Rainiera Letourneau
 - 4. Approval of Resolution to Terminate and Nonrenew Paraprofessionals
 - a. Jean Lodermeier
 - b. Jaclyn Virnig
- F. Approval of Resolution Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$45,000,000 Taxable General Obligation School Building Bonds, Series 2010B 22
Presenter: Denise Sundstrom
- 11. SCHOOL BOARD COMMITTEE REPORTS
 - A. Association of Metropolitan School Districts (AMSD) Board
Presenter: Steve Wolgamot
 - B. Integration Districts (EMID & NSP-M-O)
Presenter: Mary Jo Deters
 - C. Minnesota School Boards Association (MSBA) Legislative Liaison
Presenter: Kevin Donovan
 - D. Northeast Metro 916 Board 45
Presenter: John Belisle
- 12. SUPERINTENDENT'S REPORT

13. ADJOURNMENT

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

- A. Approval to Pay Bills - Check No. 366711 to 367123 and 80000265 to 80000343 47
- B. Approval of Wire Transfer Transactions 58
- C. Approval of Fiscal Agency Agreement Between Mahtomedi Public Schools and the Mahtomedi Area Educational Foundation 59
- D. Approval of Joint Powers Agreement Between ISD #832 and ISD #834 for the Provision of Food Services 62
- E. Gifts/Grants Totaling \$900
 - 1. Approval of Donation from Travelers Foundation to O. H. Anderson Elementary School - \$500
 - 2. Approval of Donation from Mahtomedi "M" Club to Mahtomedi High School Student Dance - \$400
- F. Personnel
 - 1. Approval of Contracts and Work Agreements
 - a. Mahtomedi Paraprofessionals - Education Minnesota Local 7310 (2009-2011)
 - b. Nancy Melquist - Early Childhood Education Coordinator - Early Childhood Family Education (2010-2011)
 - 2. Approval of Leaves of Absence
 - a. Leslie Wagner-Beek - Sixth Grade Teacher - Mahtomedi Middle School (8/30/10 to 11/4/10)
 - 3. Approval of Resignations/Retirements/Terminations
 - a. Molly Hollihan - Assistant Principal - Mahtomedi Middle School (6/30/10)
 - b. Anthony Walfoort - Social Studies Teacher - Mahtomedi High School (6/11/10)

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 mark.wolak@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.

Minutes of Regular Meeting

Board of Education Mahtomedi Public Schools

A Regular meeting of the Board of Education of the Mahtomedi Public Schools was held **Thursday, May 13, 2010**, beginning at 7:00 PM in the Mahtomedi District Education Center - Community Room.

1. CALL TO ORDER

Meeting called to order at 7:02 p.m. by Chair Kevin Donovan.

2. ROLL CALL OF ATTENDANCE

Present: John Belisle; Cathy Dalton; Mary Jo Deters; Kevin Donovan; Judy Schwartz; Steve Wolgamot; Superintendent Mark Wolak, ex officio; and Nicholas Donovan, Student Representative.

3. APPROVAL OF THE AGENDA

Schwartz moved, Wolgamot seconded, approval of the agenda. Superintendent Mark Wolak noted that Virginia Green was listed under 10. E. 4. a. on the posted agenda but has been taken off the agenda. Carried.

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

School Board Chair Kevin Donovan noted the \$5,653.25 in grants and donations to the school district and expressed the school board/districts formal thank you to those who donate to our schools. Wolgamot moved, Schwartz seconded, approval of the actions recommended on the consent agenda. Carried.

5. PRESENTATIONS/RECOGNITION

A. Nicholas Donovan, Student Representative

School Board Chair Kevin Donovan presented school board student representative Nicholas Donovan with a bell and thanked Donovan for his year of service as student representative.

6. PUBLIC COMMENT

The following members of the audience spoke to the school board:

Carol Bryan, Steve Brink, Charlotte Preston, and Rob Miraglia - parents of current and former MHS students, spoke in support of the district's music program and encouraged the school board not to make a cut to the High School music program.

Sharon Kind, Teacher Rights Chair, spoke to the school board about the formal review process for administrators and teachers moving from probationary status to continuing contract status.

7. REPORT FROM STUDENT REPRESENTATIVE

Student Representative Nicholas Donovan reported that elections for his replacement as student representative have not been held yet, a successful Prom was held last weekend, and also taking place is AP testing, freshman, sophomore, and junior awards ceremonies, and conferences. The senior scholarship banquet will be held on May 19, the annual senior trip to Six Flags will be on May 21, the senior athletic banquet will be held on May 24, the senior academic awards will be held on May 27, senior activity day will be on June 4, and commencement will be held on June 5 followed by the all-night party. Concluding his final report Donovan thanked the school board for his time as student representative.

8. APPROVAL OF MINUTES

A. April 8, 2010 - Regular Meeting

Wolgamot moved, Schwartz seconded, approval of the minutes from the April 8, 2010, regular school board meeting. Carried.

B. April 22, 2010 - Listening Session

Wolgamot moved, Schwartz seconded, approval of the minutes from the April 22, 2010, listening session. Carried.

C. April 29, 2010 - Special Meeting

Wolgamot moved, Schwartz seconded, approval of the minutes from the April 29, 2010, special school board meeting. Carried.

9. DISCUSSION/INFORMATION ITEMS

A. Calendar of Events

Chair Kevin Donovan reviewed the calendar of events. Also noted were MHS choir concerts on May 18 and 25 and the Stan and Doris Hill Legacy Awards on May 18.

B. Results of Recount of Bond Referendum Election - Recounted/Canvassed by Washington County

Steve Wolgamot and Cathy Dalton, who were on the recount canvassing board, reported the certified canvassed recount results: 1,749 Yes and 1,724 No with one challenged yes vote that was not accepted by the canvassing board. The recount was held on May 12 and those results were canvassed today. The election was held on April 27 and those results (1,749 Yes and 1,727 No) were canvassed on April 29.

C. Second Reading

1. Policy 509 - Enrollment of Nonresident Students

One change was made to the policy since the first reading which adds language regarding multiple births (twins, triplets, et.).

10. ACTION ITEMS

A. Approval of Bid - O. H. Anderson Elementary School Roof Replacement

Denise Sundstrom, Director of Business Services, and Phil Belden, Supervisor of Buildings and Grounds, asked the school board to approve the bid from All Elements for the OHA roof replacement. Schwartz moved, Belilse seconded, approval of bid for O. H. Anderson Elementary School roof replacement. Carried.

B. Approval of Resolution Relating to Financing of Certain Proposed Projects to be Undertaken by the School District; Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code

Denise Sundstrom, Director of Business Services, discussed with the school board the resolution which allows the school district to be reimbursed for any expenses incurred 60 days prior to the sale of the \$45,000,000 bond. Right now there are none but recommending approval in case expenses are incurred before the bond sale. Belilse moved, Donovan seconded, approval of Resolution Relating to Financing of Certain Proposed Projects to be Undertaken by the School District: Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code. Carried.

C. Approval of Resolution Authorizing Issuance and Sale of \$45,000,000 Taxable General Obligation School Building Bonds, Series 2010B

Denise Sundstrom, Director of Business Services, recommended that the school board pass the resolution calling for the bond sale. The bond sale will happen on June 10. Schwartz moved, Belilse seconded approval of Resolution Authorizing

Issuance and Sale of \$45,000,000 General Obligation School Building Bonds, Series 2010B. Carried.

D. Policies

1. Approval of Policy 413 - Harassment and Violence

Donovan moved, Belisle seconded, approval of Policy 413 - Harassment and Violence. Carried.

2. Approval of Policy 514 - Bullying Prohibition Policy

Donovan moved, Belisle seconded, approval of Policy 514 - Bullying Prohibition Policy. Carried.

E. Personnel

1. Recommendation to Approve Employment for Licensed Personnel Who Will Continue to be on Probationary Status for the 2010-2011 School Year

- a. Boice-Mallach, Christina
- b. Goff, Karen
- c. Noha, Michelle
- d. Pendleton, Joseph
- e. Swanson, Aaron
- f. Walfoort, Anthony

Schwartz moved, Belisle seconded, approval of employment for licensed personnel who will continue to be on probationary status for the 2010-2011 school year. Carried.

2. Recommendation to Approve Contract Status for Licensed Personnel Moving from Probationary Status to Continuing Contract Status for the 2010-2011 School Year

- a. Haen, Elisabeth (.7 FTE)
- b. Hudak, Amanda
- c. Radabaugh, Stacy
- d. Vedders, Angela

Wolgamot moved, Schwartz seconded, approval of contract status for licensed personnel moving from probationary status to continuing contract status for the 2010-2011 school year. Carried.

3. Approval of Resolution to Terminate and Nonrenew Probationary Teaching Contracts

- a. Beckstad, Kyle
- b. Deragisch, Carissa (.75 FTE)
- c. Farmer, Bryan
- d. Haen, Elisabeth (.05 FTE)
- e. Hartman, Patrick
- f. Linn, Kristel
- g. Olson, Paul
- h. Rockwell, Jill
- i. Sheahan, Molly
- j. Sorenson, David
- k. Wender, Haley
- l. Woeltge, Maureen
- m. Zettel, Marie

Schwartz moved, Belisle seconded, approval of Resolution to Terminate and Nonrenew Probationary Teaching Contracts. Carried.

4. Approval of Resolution to Place on Unrequested Leave of Absence

The schedule change at Mahtomedi High School and less students registering for band would result in band director Dave Stevens working .6 FTE at MHS and .4 FTE at Wildwood School. By not having Stevens working full-time at MHS put individual band lessons in jeopardy. Also, Stevens moving to Wildwood School would make it necessary to place Virginia Green on unrequested leave of absence. After school board discussion, it was decided to review this cut further and bring back for action at the June 10 school board meeting. If it is determined that this cut will not be made, a cut will need to be made somewhere else to meet the \$700,000 in total staff reductions.

- a. Hultgren, David (.2 FTE)
- b. Irsfeld, Lisa (.5 FTE)
- c. LeFeber, Mark (.9 FTE)
- d. Winkleman, Kathryn

Belisle moved, Schwartz seconded, approval of Resolution to Place on Unrequested Leave of Absence. Carried.

11. SCHOOL BOARD COMMITTEE REPORTS

A. Association of Metropolitan School Districts (AMSD) Board

Director Steve Wolgamot reported that it does not look like the Senate will pass any of the education bills this year and encouraged people to contact the Senate.

B. Integration Districts (EMID & NSP-M-O)

Chair Kevin Donovan reported that the East Metro Integration District conducted superintendent interviews yesterday. EMID hopes to have the new superintendent selected by next month.

C. Minnesota School Boards Association (MSBA) Legislative Liaison

Chair Kevin Donovan reported that MSBA has information on their website and also Tweets regarding what is happening at the Capitol. Donovan encouraged people to check these two sources if interested in what is going on in the legislature.

D. Northeast Metro 916 Board

School Board Treasurer John Belisle noted the 916 report in the school board packet.

12. SUPERINTENDENT'S REPORT

Superintendent Mark Wolak reported to the school board that he attended 3M's Ingenuity Grants ceremony today. Mahtomedi received \$33,836 in grants.

13. ADJOURNMENT

Belisle moved, Schwartz seconded, adjournment. Meeting adjourned at 8:25 p.m. Carried.

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

- A. Approval to Pay Bills - Check No. 366235 to 366710 and Check No. 80000118 to 80000264
- B. Approval of Wire Transfer Transactions
- C. Approval of Membership in Minnesota State High School League (2010-2011)
- D. Gifts/Grants Totaling \$5,653.25

1. Approval of Donation from Kramer-Berg American Legion Post 507 to Mahtomedi Area Community Education Summer Youth Recreation - \$2,000
2. Approval of Donation from Kramer-Berg American Legion Post 507 to Mahtomedi Area Community Education Senior Program - \$1,200
3. Approval of Donation from Eagle Screen Printing to Track and Field 24-Hour Gangl Relay - \$1,150
4. Approval of Donation from Wildwood Lions Club to Mahtomedi High School SADD - \$400
5. Approval of Donation from Kramer-Berg American Legion Post 507 to Mahtomedi Area Community Education - \$353.25
6. Approval of Donation from Kramer-Berg American Legion Post 507 to Mahtomedi Area Community Education - \$300
7. Approval of Donation from The St. Paul Foundation to Mahtomedi High School - \$250

E. Personnel

1. Approval of Contracts and Work Agreements
 - a. Kristina O'Hern - Spanish Teacher - Mahtomedi High School (4/9/10)
2. Approval of Leaves of Absence
 - a. Lori Wojtas - Math Teacher - Mahtomedi High School (2010-2011, .2 FTE LOA)
3. Approval of Resignations/Retirements/Terminations
 - a. Lori Hausker - Paraprofessional - Mahtomedi Middle School and Mahtomedi High School (5/7/10)
 - b. Jodi Hunt - Custodian - Mahtomedi Middle School (5/5/10)
 - c. Linda Jones - Contracted to District 916 (6/11/10)
 - d. Susan Neubauer - Speech/Language Pathologist - Mahtomedi Middle School (6/11/10)
 - e. Timothy Wilhelmson - Physical Education Teacher - Mahtomedi Middle School (6/11/10)
 - f. Leah Wynveen - Art Teacher - Mahtomedi High School (6/11/10)
 - g. Sharon Zweber - Principal - Mahtomedi Middle School (6/30/10)

CATHY DALTON, CLERK

Minutes of Study Session

Board of Education Mahtomedi Public Schools

A Study Session of the Board of Education of the Mahtomedi Public Schools was held **Thursday, May 27, 2010**, beginning at 7:00 PM in the Mahtomedi District Education Center - Community Room.

1. CALL TO ORDER

Chair Kevin Donovan called the study session to order at 7:06 p.m.

2. ROLL CALL OF ATTENDANCE

Present: John Belisle; Cathy Dalton; Kevin Donovan; Mary Jo Deters; Judy Schwartz; Steve Wolgamot; and Superintendent Mark Wolak, ex officio.

3. DISCUSSION/INFORMATION ITEMS

A. Review of Preliminary Budget 2010-2011

Denise Sundstrom, Director of Business Services, presented an overview of the preliminary budget for 2010-2011. A 22-page document was reviewed by the school board. Several items were discussed in depth. There was discussion about the benefits of a food services evaluation or study to be conducted for the 2010-2011 school year and the potential improvements related to student wellness. The preliminary budget will be presented for adoption at the June 10 school board meeting.

B. Review and Discuss May 12 Data Practices Request

Superintendent Mark Wolak informed the school board of a data request received on May 12. The scope of information requested is large and will require significant staff time to respond. The request is for inspection of letters, emails and text messages across 14 topics and 11 sources over a three-year period.

C. Calendar of Upcoming School Board Agenda Items

Superintendent Mark Wolak and Mark Larson, Assistant Superintendent/Director of Teaching and Learning provided an overview of upcoming school board agenda items.

D. School Board Committees Work Outline

An outline of school board committee work was outlined.

E. Facility Plan Update

Denise Sundstrom, Director of Business Services, provided an update on facility planning. Minutes of the Facility Planning Steering Committee meeting were reviewed. These minutes will be distributed to all school board members following regular meetings.

4. ADJOURNMENT

Schwartz moved, Belisle seconded, adjournment. Meeting adjourned at 8:52 p.m. Carried

CATHY DALTON, CLERK

CALENDAR OF EVENTS

JUNE		
DATE/TIME	MEETING/EVENT	LOCATION
<u>Wednesday, June 9</u> 10:00 a.m. 2:30 p.m. 7:00 p.m.	Third Grade Awards Fourth Grade Awards Mahtomedi Learning Center Graduation	O. H. Anderson School - Large Gym O. H. Anderson School - Large Gym Chautauqua Center
<u>Thursday, June 10</u> 10:00 a.m. 7:00 p.m.	Last Day of School Fifth Grade Awards School Board Meeting	O. H. Anderson School - Large Gym DEC - Community Room
<u>Monday, June 14</u> 6:30 p.m.	MAEF Potluck	David Bennett's Home
<u>Tuesday, June 15</u> 4:00 p.m.	Northeast Metro 916 School Board Work Session	Bellaire School, White Bear Lake
<u>Wednesday, June 23</u> 6:00 p.m.	EMID Joint Powers School Board Meeting	Harambee Elementary School, Maplewood
<u>Thursday, June 24</u> 7:00 p.m.	School Board Study Session	District Education Center - Community Room
<u>Tuesday, June 28</u> 7:30 a.m.	Facilities Plan Steering Committee Meeting	DEC - Board Room

JULY		
DATE/TIME	MEETING/EVENT	LOCATION
<u>Tuesday, July 6</u> 6:00 p.m.	Northeast Metro 916 School Board Meeting	Bellaire School, White Bear Lake
<u>Thursday, July 8</u> 7:00 p.m.	School Board Meeting	District Education Center – Community Room

Facility Plan Steering Committee – Meeting #1

May 26, 2010

Present: Steve Wolgamot, Cathy Dalton, Mary Jo Deters, Mark Larson, Denise Sundstrom, Phil Belden, Lynne Viker, Chuck Corliss (CESO), Dave Thorsen (JCI), Kevin Holm, (LHB Architects), now known as the Facilities Plan Steering Committee.

Purpose of Meeting:

To hear an overview of the planning process over the past five years, discuss the facility plan process for implementation of bond funds, to discuss committee purpose and process and overall facility plan timelines.

Key Points:

1. Reviewed the history of facility planning activities since 2005 and key decisions made by administration and school board. A PowerPoint presentation is available for review.
2. The role of this committee, the Facility Plan Steering Committee, is to monitor the implementation of the facility improvement plan and make decisions and recommendations to the team and school board on an ongoing basis. A regular meeting schedule will be set and the expectation is for members to be in attendance at all meetings and be prepared. These meetings will substitute for school board facility committee meetings unless a special meeting needs to be called by the superintendent.
3. Carrie Ardito, communications, will design a communication plan with strategies to provide ongoing information to the community. Minutes from these meetings will be one source of information for her to use. Ardito will attend these meetings when available.
4. An environmental study is now underway with the involvement of Landmark Environmental. JCI and Braun Engineering are conducting 22 test borings. A report will be submitted to the school board and additional soil tests may be conducted.
5. A traffic study of Highway 12 utilization is now underway. This study will be conducted while school is in session. A report will be made to the steering committee and additional study may be needed to address access to the school sites.
6. A statement of commitments, promises made/promises kept, will be developed. The initial list of projects by site developed by Phil Belden will be the foundation for a document that can be used for reporting and accountability with the community. We will ask Carrie Ardito to develop the report to the community.
7. Next meeting is tentatively set for Tuesday, June 29, at 7:30 am. Dawn Maslowski will confirm the meeting with members. The group discussed Tuesday mornings as the preferred day of the

week for a regular meeting schedule. Frequency of meetings will be set at the next meeting on June 29.

8. To respect the time that principals have at this point in the school year, Chuck Corliss and Kevin Holm took the opportunity to meet with Kathe Nickleby (MHS Principal) yesterday (5/25) to explain the process of the design team meeting with user groups to further understand the requirements that the user groups will have for their school. Nickleby will work to establish the proper mix of teachers, admin staff, specialists, etc., and will check their availability. User group meetings for the high school are scheduled for June 8 & 9.
9. Chuck Corliss, Kevin Holm, Phil Belden, and Dave Thorsen are to meet with Mark Hamre (WW Principal) to go over the same process information today. User Group meetings for the elementary school are scheduled to take place June 16 & 17.

509 - ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by Minnesota Statute § 124D.03. It is the purpose of this policy to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

- A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, class, grade level, or school building as established by school board resolution and provided that:
1. space is available for the applicant under enrollment cap standards established by school board policy or other directive, including but not limited to, capacity of a school program, class, building; having reached targeted teacher and student ratios; grade level capacity, subject to the limitations on grade level capacity stated in paragraph 2 below; and
 2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statute § 124D.03.
 3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Section 121A.45 to enroll during the term of the expulsion if the student was expelled for:
1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
 2. possessing or using an illegal drug at school or a school function;
 3. selling or soliciting the sale of a controlled substance while at school or a school function; or
 4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.
- C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:
1. previous academic achievement of a student;
 2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section E. of this policy.

D. Application. The student and parent or guardian must complete and submit an Application for Enrollment School District Enrollment Options Program developed by the Minnesota Department of Education.

E. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.
2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statute § 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 16 years of age who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school under Minnesota Statute § 120A.22, Subdivision 8.
2. The school district may also terminate the enrollment of a nonresident student over 16 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statute § 120A.22, Subdivision 8.

3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

G. Administration of Open Enrollment Program

1. Credits earned toward graduation that were awarded by another school district will be accepted. Nonresident students shall be awarded a diploma from the Mahtomedi Public Schools if the student meets the graduation requirements as established by the school board or the requirements of their individual educational program.
2. Excess costs for special education for nonresident students will be billed back to the resident school district per Minnesota Statutes §127A.47, subdivision 7.
3. Employee's dependent children and siblings of children already enrolled will be afforded preferential consideration for transfer into the school district on a case-by-case basis and dependent upon capacity of classes, grades, programs and buildings. Multiple birth siblings (i.e. twins, triplets) within the same family will be treated the same under this policy to the maximum extent possible.
4. A lottery is necessary only when all applications received on the same date for a grade level cannot be accepted due to limited capacity. When that occurs, the district will conduct a lottery.

Legal References: Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)
Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
Op. Minn. Atty. Gen. No. 169-f (August 13, 1986)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)
MSBA Service Manual, Chapter 5, Various Educational Programs

ADOPTED – March 9, 2006

REVISED – February 12, 2009, June 10, 2010

RESOLUTION ADOPTING THE PRELIMINARY BUDGET 2010-11

BE it resolved by the Board of Education of Independent School District No. 832, Mahtomedi, Minnesota, the FY 2010-2011 budgets be adopted as follows:

	PROJECTED Fund Balance <u>06/30/10</u>	PRELIMINARY Revenue Budget <u>2010-2011</u>	PRELIMINARY Expenditure Budget <u>2010-2011</u>	Change in Fund Balance <u>2010-2011</u>	PROJECTED Fund Balance <u>06/30/11</u>
General Fund					
Unreserved undesignated					
Fund Balance	\$1,930,272	\$28,579,445	\$28,461,843	\$117,602	\$2,047,874
Reserved Fund Balance					
Designated - Student Activities	\$439,193	890,000	890,000	0	\$439,193
Designated - Severance	\$416,455	0	0	0	\$416,455
Reserve - Down Payment Levy	\$0	678,731	678,731	0	\$0
Reserve - Health & Safety	\$43,484	113,164	157,286	(44,122)	(\$638)
Reserve - Deferred Maintenance	\$0	195,648	195,648	0	\$0
Reserve - Operating Capital	869,267	1,112,999	1,135,708	(22,709)	\$846,558
General Fund	\$3,698,671	\$31,569,987	\$31,519,216	\$50,771	\$3,749,442
Food Service Fund	\$438,369	1,332,300	1,328,068	4,232	\$442,601
Community Service Fund	\$172,601	1,917,017	1,920,697	(3,680)	\$168,921
Total Operating Funds	\$4,309,641	\$34,819,304	\$34,767,981	\$51,323	\$4,360,964
Non Operating Funds					
Debt Service Fund	\$788,756	3,299,191	3,352,883	(\$53,692)	\$735,064
OPEB Debt Service Fund	\$0	346,561	330,058	\$16,503	\$16,503
Total Non Operating Funds	\$788,756	\$3,645,752	\$3,682,941	(\$37,189)	\$751,567
Total All Funds	\$5,098,397	\$38,465,056	\$38,450,922	\$14,134	\$5,112,531

The motion for adoption of the foregoing resolution was duly seconded by Member _____ and upon a vote being taken thereon, the following voted in favor thereof: _____ and the following voted against the same: _____, where upon the resolution was declared duly passed and adopted.

Agreement for the Purchase of Professional Services

- 1) **Purpose and Employment Relationship:** This agreement is made and entered into by and between the School Board of Mahtomedi School District 832 and the School Board of North St. Paul-Maplewood-Oakdale District 622 for the purchase of a licensed professional to serve as the Early Childhood Family Education and Preschool Coordinator for District 622. The Coordinator shall be an employee of District 832 and shall not be considered an employee of District 622 for any purposes in the performance of duties under this agreement.
- 2) **This agreement shall be effective from July 1, 2010 through June 30, 2011.** The Agreement shall be renewed automatically for another year unless terminated by either party upon written notice to the other on or before January 1, 2011.
- 3) **Terms and Conditions of professional Services:** The professional services to be provided shall be performed at District 622, except as otherwise directed by District 622. District 622 shall be solely responsible for providing the Coordinator's job duties, responsibilities, work direction, supervision and evaluation at 622. The Coordinator shall be .65 FTE at 622 for the 2010-11 school year.
- 4) **Termination of Agreement:** Upon termination of the agreement to purchase professional services by either Mahtomedi School District 832, or North St. Paul-Maplewood-Oakdale District 622, the Coordinator shall enter into the negotiation process regarding the individual contract with Mahtomedi School District 832.
- 5) **Supplies and Equipment:** District 622 shall provide office space, supplies and equipment for Coordinator as needed by 622.
- 6) **Payment:** District 622 will be billed for .65FTE based on 65% of the total contracted expense of Coordinator's contract (salary and benefits)

This contract for services is agreed to by:

Mahtomedi School District (ISD832)

By _____ **Date:** June 10th 2010

Title: School Board Chair

North St. Paul-Maplewood-Oakdale School District (ISD622)

By _____ **Date** _____

Title: _____

CERTIFICATION OF MINUTES RELATING TO
\$45,000,000 TAXABLE GENERAL OBLIGATION SCHOOL BUILDING BONDS,
SERIES 2010B (BUILD AMERICA BONDS - DIRECT PAY)

Issuer: Independent School District No. 832 (Mahtomedi), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on June 10, 2010 at 7:00 p.m. at the Mahtomedi District Education Center.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING
THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF
\$45,000,000 TAXABLE GENERAL OBLIGATION SCHOOL BUILDING BONDS,
SERIES 2010B (BUILD AMERICA BONDS - DIRECT PAY)

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

WITNESS my hand officially as such recording officer on June 10, 2010.

School District Clerk

It was reported that _____ (___) sealed proposals for the purchase of the Bonds were received prior to 10:30 a.m., pursuant to the Official Statement distributed to potential purchasers of the Bonds by Springsted Incorporated, financial advisor to the District. The proposals have been publicly opened, read and tabulated and were found to be as follows:

(See Attached)

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

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$45,000,000 TAXABLE GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2010B (BUILD AMERICA BONDS - DIRECT PAY)

BE IT RESOLVED by the School Board of Independent School District No. 832 (Mahtomedi), Minnesota (the District), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization and Election; Build America Bonds Designation. This Board hereby determines it is in the best interests of the District to authorize the issuance and sale of \$45,000,000 aggregate principal amount of Taxable General Obligation School Building Bonds, Series 2010B (Build America Bonds – Direct Pay) (the Bonds), the proceeds to be used to finance the costs of the acquisition and betterment of school facilities (collectively, the Project), as approved by the electors at an election held on April 27, 2010. The District hereby irrevocably designates the Bonds as “Build America Bonds,” elects to have Section 54AA of the Internal Revenue Code of 1986, as amended (the Code) apply to the Bonds, and irrevocably elects to have Section 54AA(g) of the Code apply to the Bonds, with the result that the District shall be entitled to the credit provided in Section 6431 of the Code.

1.02. Sale. The District has retained Springsted Incorporated, as independent financial advisor in connection with the sale of the Bonds. Pursuant to the Official Statement prepared on behalf of the District by Springsted Incorporated, sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of _____, in _____, _____ (the Purchaser), to purchase the Bonds at a price of \$ _____ plus accrued interest on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and Clerk are hereby authorized and directed on behalf of the District to execute a contract for the sale of the Bonds in accordance with the terms of the proposal. The good faith deposit of the Purchaser shall be retained and deposited by the District until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement. Any good faith deposit of other bidders shall be returned to them forthwith.

SECTION 2. TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is necessary for this Board to establish the

form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

2.02. Maturities, Interest Rates and Denominations. The Bonds shall be originally dated as of July 1, 2010, shall be in denominations of \$5,000 or any integral multiple thereof of single maturities, shall mature on February 1 in the years and amounts stated below and shall bear interest from date of issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2019	\$2,655,000	%	2026	\$3,695,000	%
2020	2,730,000		2027	3,825,000	
2021	2,810,000		2028	3,960,000	
2022	2,900,000		2029	4,105,000	
2023	2,990,000		2030	4,255,000	
2024	3,090,000		2031	4,415,000	
2025	3,570,000				

[REVISE MATURITY SCHEDULE TO REFLECT ANY TERMS BONDS]

For purposes of complying with the maturity provisions of Minnesota Statutes, Section 475.54, Subdivision 1, the maturity schedule for the Bonds shall be combined with the maturity schedules for the District’s \$8,720,000 General Obligation School Building Refunding Bonds, Series 2010A.

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest on and, upon surrender of each Bond, the principal amount thereof, shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.09 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.08 and upon any subsequent transfer or exchange pursuant to Section 2.07, the date of authentication shall be noted on each Bonds so delivered, exchanged or transferred. The interest on the Bonds shall be payable on February 1 and August 1, commencing February 1, 2011, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.04. Redemption. Bonds maturing in 2025 and later years shall be subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and within a maturity by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2024, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The Clerk shall cause notice of the call for redemption thereof to be published as required by law and, at least thirty (30) days prior to

the designated redemption date, shall cause notice of the call for redemption to be mailed, by first class mail, to the registered owners of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.07 hereof but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on February 1, 20__ and 20__ (the Term Bonds) shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$_____ stated principal amount of such Bonds shall be paid at maturity on February 1, 20__.

<u>Year</u>	<u>Principal Amount</u>
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The remaining \$_____ stated principal amount of such Bonds shall be paid at maturity on February 1, 20__.

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Extraordinary Redemption of Bonds. The Bonds shall be subject to extraordinary redemption and prepayment, in whole but not in part, at the option of the District, if the Internal Revenue Service determines, or is expected by the District to determine, either prospectively or otherwise, that the credit provided in Section 6431 of the Code is not payable with respect to the Bonds, or at such time as there is a change in law that eliminates or reduces the amount of the credit provided in Section 6431 of the Code payable with respect to the Bonds.

Bonds redeemed as a result of any of the events described above in this Section 2.05 shall be redeemed (i) at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date without premium, and (ii) on a date designated by the District with respect to which timely notice of redemption can be given.

Notice of redemption shall be given as provided in Section 2.04.

2.06. Appointment of Initial Registrar. The District hereby appoints U.S. Bank National Association, in St. Paul, Minnesota, as the initial bond registrar, transfer agent and paying agent (the Registrar). The Chairperson and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon thirty days' notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.07. Registration. The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.08. Execution; Authentication and Delivery. The Bonds shall be prepared under the direction of the Clerk and shall be executed on behalf of the District by the signatures of the Chairperson and the Clerk, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of the Registrar. The executed certificate of authentication on

each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.09. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person's subrogee.

"Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

"DTC" shall mean The Depository Trust Company of New York, New York.

"Participant" shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

"Representation Letter" shall mean the Representation Letter pursuant to which the District agrees to comply with DTC's Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or

sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chairperson or Clerk, if not previously filed with DTC, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

SECTION 3. FORM OF BONDS. The Bonds shall be prepared in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
WASHINGTON COUNTY

INDEPENDENT SCHOOL DISTRICT NO. 832 (MAHTOMEDI)

TAXABLE GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2010B
(BUILD AMERICA BONDS - DIRECT PAY)

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
%		July 1, 2010	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

INDEPENDENT SCHOOL DISTRICT NO. 832 (MAHTOMEDI), WASHINGTON COUNTY, STATE OF MINNESOTA (the District), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing February 1, 2011, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond prior to its stated maturity. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof, are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank National Association, in St. Paul, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the Registrar).

This Bond is one of an issue in the aggregate principal amount of \$45,000,000 (the Bonds), issued by the District for the acquisition and betterment of school facilities, and is issued pursuant to and in full conformity with resolutions of the School Board, including a resolution adopted June 10, 2010 (the Resolution), and authority conferred by more than the requisite majority vote of the qualified electors of the District voting on the question of its issuance at an election duly and legally called and held, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds having stated maturity dates in 2025 and later years are each subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and, within a maturity, by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2024, and on any date thereafter, at a price equal to the principal amount thereof

plus interest accrued to the date of redemption. The District will cause notice of the call for redemption to be published as required by law and, at least thirty (30) days prior to the designated redemption date, will cause notice of the call thereof to be mailed by first class mail to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS]

[Bonds maturing in the years 20____ and 20____ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20--</u>		<u>Term Bonds Maturing in 20--</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
	\$		\$

Notice of redemption shall be given as provided in the preceding paragraph.]

The Bonds are subject to extraordinary redemption and prepayment, in whole but not in part, at the option of the District, if the Internal Revenue Service determines, or is expected by the District to determine, either prospectively or otherwise, that the credit provided in Section 6431 of the Code is not payable with respect to the Bonds, or at such time as there is a change in the law that eliminates or reduces the amount of the credit provided in Section 6431 of the Code. Bonds redeemed as a result of any of the events described above in this paragraph shall be redeemed at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date without premium.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered

owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the District.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent in excess of sums sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 832 (Mahtomedi), Washington County, State of Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and Clerk.

INDEPENDENT SCHOOL DISTRICT NO.
832 (MAHTOMEDI), MINNESOTA

(Facsimile Signature - Clerk)

(Facsimile Signature - Chairperson)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
Registrar

paid. To the Construction Fund there shall be credited from the proceeds of the Bonds an amount equal to the estimated cost of the acquisition and betterment of the Project (including bond issuance expenses) and from the Construction Fund there shall be paid all construction costs and expenses (including bond issuance expenses). After payment of all construction costs and bond issuance costs, the Construction Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund established by Section 4.02 hereof. All proceeds of the Bonds deposited in the Construction Fund will be expended solely for the payment of the costs of the Project as required pursuant to Minnesota Statutes, Section 475.58, Subdivision 4.

4.02. Taxable General Obligation School Building Bonds, Series 2010B Debt Service Fund. So long as any of the Bonds are outstanding and any principal or interest thereon unpaid, the District shall maintain as a separate account on its books and records a Taxable General Obligation School Building Bonds, Series 2010B Debt Service Fund (the Debt Service Fund). The Debt Service Fund shall be used for no purpose other than payment of the principal of and interest on the Bonds. The District irrevocably appropriates to the Debt Service Fund: (a) any amount in excess of the amount deposited to the Construction Fund pursuant to Section 4.01; (b) the amounts specified in Section 4.01 above, after payment of all costs of the Project; (c) all taxes levied and collected in accordance with this resolution; and (d) all other moneys as shall be appropriated by the District to the Debt Service Fund from time to time. If any payment of principal of and interest on the Bonds shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the Clerk shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds when available.

4.03. Tax Levies. For the prompt and full payment of the principal and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment of principal of and interest on the Bonds as required by Minnesota Statutes, Section 475.61, Subdivision 1, there is hereby levied on all of taxable property in the District a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as a part of other general taxes of the District, as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
2010-2029	2011-2030	See attached levy computation

The foregoing taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61. It is estimated that the ad valorem taxes will be collected in amounts not less than five percent in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of Bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all Bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem

tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

4.04. Debt Service Fund Balance Restriction. In order to ensure compliance with the Code, and applicable Treasury Regulations (the Regulations), upon allocation of any funds to the Debt Service Fund, the balance then on hand in the Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay or purchase Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code and adjusted as required by Section 6431(c) of the Code.

SECTION 5. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the registered owners of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date. Provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the District shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the status of the Bonds as "Build America Bonds" and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

SECTION 6. TAX COVENANTS, ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

6.01. Restrictive Action. The Project will be owned and maintained by the District and used to carry out its program of public education. The District shall not enter into any lease, management agreement, use agreement or other contract with any nongovernmental entity relating to the Project or a portion thereof which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to the provisions of Section 141 of the

Code. The District covenants and agrees with the registered owners of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any actions that would cause interest on the Bonds, if the interest on the Bonds were intended to be tax-exempt, to become includable in gross income of the recipient under the Code and applicable Regulations and covenants to take any and all actions within its powers to ensure that the interest on the Bonds, if the interest on the Bonds were intended to be tax-exempt, will not become includable in gross income of the recipient under the Code and the Regulations.

6.02. Arbitrage Certification. The Chairperson and Clerk being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations.

6.03. Arbitrage Rebate. The District acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the status of the Bonds as “Build America Bonds,” unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof.

6.04. Covenant Related to Build America Bonds Status. The District covenants and agrees with the registered owners of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the Bonds to lose their status as “Build America Bonds” under the Code and Regulations, and covenants to take any and all actions within its powers to ensure that the Bonds will remain “Build America Bonds” under the Code and the Regulations. The Project financed with the proceeds of the Bonds will be owned and maintained by the District so long as the Bonds are outstanding and will be publicly available. The District will not enter into any lease, use agreement, management agreement or other agreement or contract with any non-governmental person relating to the use of the Project which might cause the Bonds to be considered “private activity bonds” or “private loan bonds” pursuant to Section 141 of the Code.

6.05. Not Qualified Tax-Exempt Obligations. The Bonds are not designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions. .

6.06. Reimbursement. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure with respect to the Project which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District is in compliance with the relevant provisions of the American Resource and Recovery Act of 2009 and the District shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations;

provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Project meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Project as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

6.07. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the District hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The District is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the District fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The District will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the District, the following information at the following times:

- (1) on or before 365 days after the end of each fiscal year of the District, commencing with the fiscal year ending June 30, 2010, the following financial information and operating data in respect of the District (the Disclosure Information):
 - (A) the audited financial statements of the District for such fiscal year, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, showing in comparative form such figures for the preceding fiscal year of the District, prepared in accordance with generally accepted accounting principles

promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the District, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the District; and

- (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: District Property Values; District Indebtedness; District Tax Rates, Levies and Collections; and District Enrollment and Employment, which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the District shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the District shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on the Internet Web site of the Municipal Securities Rulemaking Board (the MSRB). The District shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the District have materially changed or been discontinued, such Disclosure Information need no longer be provided if the District includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other District operations in respect of which data is not included in the Disclosure Information and the District determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the District shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, notice of the occurrence of any of the following events which is a Material Fact (as hereinafter defined):
 - (A) Principal and interest payment delinquencies;
 - (B) Non-payment related defaults;
 - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (G) Modifications to rights of security holders;
- (H) Bond calls;
- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities;
and
- (K) Rating changes.

As used herein, a Material Fact is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material Fact is also an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

- (3) In a timely manner, notice of the occurrence of any of the following events or conditions:
 - (A) the failure of the District to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
 - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the District under subsection (d)(2);
 - (C) the termination of the obligations of the District under this section pursuant to subsection (d);
 - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared;
and
 - (E) any change in the fiscal year of the District.

(c) Manner of Disclosure.

- (1) The District agrees to make available to the MSRB, in an electronic format as prescribed by the MSRB from time to time, the information described in subsection (b).
- (2) The District further agrees to make available, by electronic transmission, overnight delivery, mail or other means, as appropriate, the information described in subsection (b) to any rating agency then maintaining a rating of the Bonds at the request of the District and, at the expense of such Bondowner, to any Bondowner who requests in writing such information, at the time of transmission under paragraph (1) of this subsection (c), or, if such information is transmitted with a subsequent time of release, at the time such information is to be released.

- (3) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the District in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the District under this section shall terminate and be without further effect as of any date on which the District delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the District to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the District from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the District accompanied by an opinion of Bond Counsel, who may rely on certificates of the District and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the District or the type of operations conducted by the District, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the District agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

SECTION 7. CERTIFICATION OF PROCEEDINGS.

7.01. Filing with County Auditor. The Clerk is hereby authorized and directed to file with the County Auditor of Washington County a certified copy of this resolution together with such other information as the County Auditor shall require and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register and that the tax for the payment of the Bonds has been levied as required by law.

7.02. Certification of Proceedings. The officers of the District and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under the officer's custody and control or as otherwise known to the them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District to the correctness of all statements contained herein.

7.03. Official Statement. The Official Statement relating to the Bonds, dated May 27, 2010, relating to the Bonds prepared and distributed by Springsted Incorporated, the financial advisor for the District, is hereby approved. Springsted Incorporated, is hereby authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date hereof, an Addendum listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934. The officers of the District are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

SECTION 8. STATE PAYMENT; DISTRICT AND REGISTRAR OBLIGATIONS. The District hereby covenants and obligates itself to notify the Commissioner of Education (the Commissioner) of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the State Payment Law), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each February 1 and August 1 as set forth in Section 2.03 hereof, an amount sufficient to make that payment or to notify the Commissioner as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar will notify the Commissioner if it becomes aware of a potential default in the payment of principal of and interest on the Bonds on any payment date or if, on the date two business days prior to the date on which a payment is due, there are insufficient funds on deposit with the Registrar to make the required payment on such date. The Registrar will cooperate with the District, the Commissioner and the Commissioner of Finance in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such

payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the Bonds hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Finance or the Commissioner.

Upon vote being taken on the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

CERTIFICATE OF WASHINGTON COUNTY AUDITOR
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Washington County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on June 10, 2010, by the School Board of Independent School District No. 832 (Mahtomedi), Minnesota, setting forth the form and details of an issue of \$45,000,000 Taxable General Obligation School Building Bonds, Series 2010B, dated as of July 1, 2010, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand officially this _____ day of _____, 2010.

Washington County Auditor

(SEAL)



TO: Northeast Metro 916 Board of Education
FROM: Connie Hayes
DATE: June 2, 2010
RE: June 1st Board of Education Meeting Talking Points

Members present: Belisle-832, Buchholz-834, Brunnette-833, Forsberg-16, Livingston-622, Lodico-12, Newberg-624, Roberts-13, and Sager-621

Members absent: Majerus-623

Among a number of topics discussed at the June 1, 2010, meeting of the Northeast Metro 916 Board of Education, the following agenda items were addressed:

- 1. Chuck Corliss, from the Center for Efficient School Operations, presented the results of the transportation study and the board approved the contract to start the 916 Transportation Center.** The study was commissioned by Northeast Metro 916, on behalf of its members, to analyze low-incidence transportation to 916 programs from the member districts, with the goal of looking for possibilities for efficiency. The results suggest that if members would collaborate and share buses coming to 916, there could be significant savings in transportation costs for districts. Currently some districts that are closer geographically to the 916 programs have already created efficient use of their buses, obtaining 2-3 tiered routes for these buses. In addition, non-916 routes (such as homeless student routes) were identified by members as another area to share in transportation routes. Four districts have given verbal commitment to use a new 916 routing system (no buses will be run by the district). The rest of the member districts have agreed to continue to study for additional efficiencies that might assist them in savings. The district will also study the effects of potential starting time changes which could add to savings for all members.
- 2. The Career and Technical Center (CTC) gave an update.** Three students finishing programs this spring at the CTC talked to the board about the impact their experiences have had on their ability to become goal oriented in a career while in high school. An instructor from Century shared with the board how the partnership with the district is creating efficient ways for students to get credit in high school, thus advancing their post-secondary training to employment plans. And, two members of an advisory committee told the board how important the relationship between the CTC and the cosmetology field is to finding qualified workers. Hearing inspiring stories like these leaves school leaders thinking about how to expand these opportunities for all.

3. **The board approved tuition and membership rates for FY11.** The district sets guaranteed rates for membership, the Career and Technical Center and for the SERVE program. Other special education rates need to be set for slots purchased and for out-of-state students who attend programs. Both the membership fee and the CTC rates remain unchanged from FY10, at \$18 per MADM and \$2,385, respectively.

4. **The FY11 budget was approved.** Director Kristine Carr shared in detail the changes in the various funds. Valley Crossing has spent down some fund balance this current year while leadership studied reductions to be implemented in FY11. Valley will continue to do more planning for budget reductions to be implemented FY12. The Career and Technical Center will be spending down some fund balance for FY11 and studying budget reductions for FY12. There is a strong possibility that some program(s) will need to be eliminated because enrollment is not what it needs to be to sustain all programs.

CHECK REGISTER

May-10

Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
366711	Clear	\$246.00	05/06/10	00009	AAA AWARDS
366712	Clear	\$419.54	05/06/10	05958	ACP DIRECT
366713	Clear	\$1,224.00	05/06/10	00153	AES-APPLIED ENVIRONMENTAL SCIENCES INC
366714	Clear	\$720.00	05/06/10	06577	AFTER-SCHOOL GOLF ACADEMY INC
366715	Clear	\$48.00	05/06/10	00071	ALA GRAPHICS/ AMERICAN LIBRARY ASSN
366716	Clear	\$432.94	05/06/10	00094	AMERICAN FAMILY ASSURANCE
366717	Clear	\$130.40	05/06/10	08036	ANDY DONALDSON
366718	Clear	\$100.00	05/06/10	08039	ANNE & CARLOS VILLAFUERTE
366719	Clear	\$64.00	05/06/10	05535	BILL PETERSEN
366720	Clear	\$8,565.40	05/06/10	03340	BIX PRODUCE CO
366721	Clear	\$63.00	05/06/10	07367	BRIAN BERGER
366722	Clear	\$300.00	05/06/10	06393	BRIAN MIELKE
366723		\$175.00	05/06/10	04978	BROOKLYN CENTER HIGH SCHOOL
366724	Clear	\$364.06	05/06/10	00353	BROWN'S ICE CREAM
366725	Clear	\$200.00	05/06/10	07970	CATHIE KRUEGER
366726	Clear	\$1,357.00	05/06/10	00437	CDW GOVERNMENT INC
366727	Clear	\$996.20	05/06/10	03115	CHARLES LINDERKAMP
366728	Clear	\$64.00	05/06/10	05313	CHRISTINA FIEBICH
366729	Clear	\$741.43	05/06/10	00541	CONTINENTAL CLAY COMPANY
366730	Clear	\$204.00	05/06/10	07088	CUSTOM WATER WORKS
366731	Clear	\$12.00	05/06/10	00594	CYNMAR CORPORATION
366732	Clear	\$212.00	05/06/10	07434	DAVID OUSDIGIAN
366733	Clear	\$2,153.66	05/06/10	00628	DELLWOOD HILLS GOLF CLUB
366734	Clear	\$774.75	05/06/10	00669	DISNEY EDUCATIONAL PRODUCTIONS
366735	Clear	\$8,080.96	05/06/10	03328	DIVERSIFIED SNACK DIVISION
366736	Clear	\$1,624.99	05/06/10	00678	DOMINO'S PIZZA
366737	Clear	\$2,966.56	05/06/10	06030	EARTHGRAINS BAKING CO. INC
366738	Clear	\$100.00	05/06/10	00725	ECKROTH MUSIC COMPANY
366739	Clear	\$973.50	05/06/10	03241	ELECTRONIC DESIGN CO
366740	Clear	\$420.00	05/06/10	03969	ENERGYWISE CONSULTING,LLC
366741	Clear	\$27.00	05/06/10	05598	ESCO
366742	Clear	\$838.32	05/06/10	00803	EXPRESS PERSONNEL SERVICES INC
366743	Clear	\$60.63	05/06/10	00817	FEDEX
366744	Clear	\$38,619.15	05/06/10	06819	FIRST STUDENT
366745	Clear	\$131.19	05/06/10	04748	FITNESS FINDERS INC
366746	Clear	\$280.44	05/06/10	00988	GRANDMA'S BAKERY
366747	Clear	\$743.84	05/06/10	01001	GREAT LAKES SPORTS
366748	Clear	\$253.15	05/06/10	01015	GRIZZLY
366749		\$64.00	05/06/10	07364	GUY SEDERSKI
366750	Clear	\$178.15	05/06/10	01116	HERITAGE PRINTING
366751	Clear	\$150.00	05/06/10	05114	HIGHLAND PARK HIGH SCHOOL
366752	Clear	\$63.00	05/06/10	08001	JACK AUDET
366753	Clear	\$83.67	05/06/10	07951	JACK STANGL
366754	Clear	\$100.00	05/06/10	08034	JAMES NEHER
366755	Clear	\$72.00	05/06/10	05565	JASON NICKLEBY
366756	Clear	\$75.48	05/06/10	06358	JENNIFER SOUCHERAY
366757	Clear	\$200.00	05/06/10	03656	JOE CRUZ
366758	Clear	\$64.00	05/06/10	05623	JOHN LINN
366759	Clear	\$6,339.98	05/06/10	03378	KELLY SERVICES, INC
366760	Clear	\$361.03	05/06/10	03648	KRUGE-AIR INC
366761	Clear	\$785.42	05/06/10	03195	LASERPLUS, LLC
366762	Clear	\$125.00	05/06/10	08033	LATISHA JONES
366763	Clear	\$200.00	05/06/10	06072	MAD SCIENCE OF MN
366764	Clear	\$6,021.56	05/06/10	03182	MADISON NATIONAL LIFE

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366765	Clear	\$878.00	05/06/10	01556	MAHTOMEDI AREA EDUC.FOUNDATION
366766	Clear	\$35.00	05/06/10	08042	MARY MCROY
366767	Clear	\$72.00	05/06/10	05234	MATT DORNFELD
366768	Clear	\$72.00	05/06/10	05358	MATTHEW BROWN
366769	Clear	\$72.00	05/06/10	06996	MIKE MONITA
366770	Clear	\$304.00	05/06/10	01740	MINN NCPERS GROUP LIFE INS
366771	Clear	\$304.00	05/06/10	01740	MINN NCPERS GROUP LIFE INS
366772	Clear	\$23.00	05/06/10	06795	MYRA -MINNESOTA YOUTH READING AWARDS
366773	Clear	\$99.60	05/06/10	01871	NASCO
366774	Clear	\$19.80	05/06/10	01888	NATIONAL INSURANCE SERVICES
366775	Clear	\$3,270.00	05/06/10	05629	NAVIANCE
366776	Clear	\$64.00	05/06/10	05618	NORM SETNICKER
366777	Clear	\$64.00	05/06/10	07205	NOW CARE MEDICAL CENTER
366778	Clear	\$705.50	05/06/10	02017	OFFICE & PROFESSIONAL
366779	Clear	\$783.84	05/06/10	02048	OPERATING ENGINEERS LOCAL #70
366780	Clear	\$169.40	05/06/10	02051	ORIENTAL TRADING CO,INC
366781	Clear	\$2,780.00	05/06/10	02052	ORIGINS
366782	Clear	\$2,811.93	05/06/10	05985	PAMS LUNCHROOM LLC
366783	Clear	\$1,540.00	05/06/10	02078	PARK BUS CO
366784	Clear	\$235.91	05/06/10	06843	PC AVIATOR INC
366785	Clear	\$1,189.61	05/06/10	02115	PERMA BOUND BOOKS
366786	Clear	\$52.45	05/06/10	02161	POPP.COM INC
366787	Clear	\$1,936.00	05/06/10	02165	POSTMASTER-U.S POST OFFICE
366788	Clear	\$459.88	05/06/10	02180	PRESS PUBLICATIONS
366789	Clear	\$1,650.00	05/06/10	02231	RAMSEY COUNTY PARKS & RECREATI
366790	Clear	\$299.41	05/06/10	02242	REALLY GOOD STUFF INC
366791	Clear	\$1,111.00	05/06/10	07391	REGENTS OF THE UNIVERSITY OF MINNESOTA
366792	Clear	\$70.00	05/06/10	06512	RESCO
366793	Clear	\$201.50	05/06/10	04507	ROMAN MARKET INC
366794	Clear	\$106.00	05/06/10	08040	RYAN FINNEGAN
366795	Clear	\$106.00	05/06/10	01028	RYAN GUNDERSON
366796	Clear	\$1,286.00	05/06/10	06784	SANDY SCHOENECKER
366797	Clear	\$188.99	05/06/10	02420	SCHOOL SPECIALTY INC
366798	Clear	\$195.63	05/06/10	02459	SEVEN CORNERS ACE HARDWARE INC
366799	Clear	\$250.00	05/06/10	01353	SHARON KIND
366800	Clear	\$206.36	05/06/10	02535	SOCIAL STUDIES SCHOOL SERVICE
366801	Clear	\$116.49	05/06/10	02552	SOUTHPAW ENTERPRISES INC
366802	Clear	\$545.00	05/06/10	08038	ST OLAF ENGINEERING AND PHYSICS CAMP
366803	Clear	\$281.50	05/06/10	00553	STAPLES/CORPORATE EXPRESS
366804	Clear	\$72.00	05/06/10	05539	STEPHEN AGARD
366805	Clear	\$1,295.60	05/06/10	03088	STEVE HAMMERSCHMIDT
366806	Clear	\$178.96	05/06/10	02650	STUDENT SUPPLY
366807	Clear	\$865.00	05/06/10	02686	TAMARAK NATURE CENTER
366808	Clear	\$108.28	05/06/10	07994	TEACHER'S DISCOVERY
366809	Clear	\$318.75	05/06/10	08035	THE ACTUARIAL FOUNDATION
366810	Clear	\$915.00	05/06/10	06157	THERMEX CORP.
366811	Clear	\$614.00	05/06/10	02747	TIERNEY BROTHERS INC
366812	Clear	\$8,549.04	05/06/10	02748	TIES
366813	Clear	\$64.00	05/06/10	06607	TIM PETERSEN
366814	Clear	\$67.08	05/06/10	01499	UNITE HERE LOCAL 17
366815	Clear	\$1,553.90	05/06/10	02902	WASHINGTON COUNTY
366816	Clear	\$104.95	05/06/10	04788	WATER CARE
366817	Clear	\$871.30	05/06/10	04465	WEST MUSIC
366818	Clear	\$55.97	05/06/10	03477	WHITE BEAR DODGE

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366819	Clear	\$700.00	05/06/10	04342	WISCONSIN SCTF
366820	Clear	\$16,277.27	05/06/10	00723	XCEL ENERGY
366821	Clear	\$38.66	05/13/10	00016	ABBOTT PAINT & CARPET CO
366822	Clear	\$180.14	05/13/10	08047	ABBY OLSON
366823	Clear	\$700.00	05/13/10	06792	ANOKA- HENNEPIN SCHOOLS ISD# 11
366824	Clear	\$700.00	05/13/10	00181	AUGSBURG COLLEGE
366825	Clear	\$400.00	05/13/10	08049	BILLY MCLAUGHLIN
366826	Clear	\$840.00	05/13/10	00284	BIRDIE MARKETING
366827	Clear	\$1,011.00	05/13/10	04234	BLUE CROSS BLUE SHIELD OF MN/SUPPORT SOURCE
366828	Clear	\$195.45	05/13/10	00339	BRIGHT APPLE
366829	Clear	\$617.50	05/13/10	07948	BRIH DESIGN
366830	Clear	\$145.94	05/13/10	07031	CARRIE ARDITO
366831	Clear	\$422.35	05/13/10	02738	CENGAGE LEARNING
366832	Clear	\$5,993.07	05/13/10	00406	CHASE CARD SERVICE/BANK ONE
366833	Clear	\$43.00	05/13/10	08003	CHRIS LARSON
366834	Clear	\$225.00	05/13/10	06383	CITY OF EAGAN
366835	Clear	\$1,166.10	05/13/10	00558	COURAGE CENTER
366836	Clear	\$255.00	05/13/10	07088	CUSTOM WATER WORKS
366837	Clear	\$860.52	05/13/10	00599	DALCO
366838	Clear	\$106.00	05/13/10	07434	DAVID OUSDIGIAN
366839	Clear	\$95.85	05/13/10	08015	DIFFERENT ROADS TO LEARNING, INC
366840	Clear	\$180.00	05/13/10	03742	DISTRIBUTED WEBSITE CORPORATION
366841	Clear	\$996.00	05/13/10	00678	DOMINO'S PIZZA
366842	Clear	\$300.00	05/13/10	04719	DOOR SERVICE CO OF THE TWIN CITIES INC
366843	Clear	\$1,150.00	05/13/10	00714	EAGLE SCREEN PRINTING
366844	Clear	\$600.00	05/13/10	00725	ECKROTH MUSIC COMPANY
366845	Clear	\$72.00	05/13/10	05566	ED BOVA
366846		\$600.00	05/13/10	07629	ERIC JOHNSON
366847	Clear	\$382.89	05/13/10	00787	ERICKSON OIL PRODUCTS INC
366848	Clear	\$10,616.67	05/13/10	05516	FAIRVIEW
366849	Clear	\$13,502.65	05/13/10	06819	FIRST STUDENT
366850	Clear	\$79,075.28	05/13/10	06819	FIRST STUDENT
366851	Clear	\$205.34	05/13/10	06697	FRATTALLONE'S ACE HARDWARE STORES
366852	Clear	\$551.15	05/13/10	00888	FREY SCIENTIFIC COMPANY
366853		\$275.00	05/13/10	08046	FRIDLEY HIGH SCHOOL
366854	Clear	\$265.08	05/13/10	00929	GCS SERVICE INC
366855	Clear	\$305.81	05/13/10	00987	GRAINGER
366856	Clear	\$590.00	05/13/10	00991	GRAPHIC SOURCE INC
366857	Clear	\$167.31	05/13/10	01001	GREAT LAKES SPORTS
366858	Clear	\$62.80	05/13/10	06945	GUIDANCE GROUP/CHILDWORKS
366859	Clear	\$113.45	05/13/10	01025	GUILFORD PUBLICATIONS-DEPT 8E
366860	Clear	\$495.90	05/13/10	04015	HAAN CRAFTS
366861	Clear	\$7,213.15	05/13/10	06935	HASTINGS CO-OP CREAMERY CO.
366862	Clear	\$375,140.29	05/13/10	01096	HEALTHPARTNERS
366863	Clear	\$68.50	05/13/10	01102	HEINEMANN LIBRARY
366864	Clear	\$900.00	05/13/10	08016	JOE BECKMAN
366865	Clear	\$64.00	05/13/10	05623	JOHN LINN
366866	Clear	\$64.00	05/13/10	05258	KATIE BOWMAN
366867	Clear	\$11,864.52	05/13/10	03378	KELLY SERVICES, INC
366868	Clear	\$10.00	05/13/10	07318	KELSEY NELSON
366869	Clear	\$440.94	05/13/10	01372	KNOWLAN'S SUPER MARKETS
366870	Clear	\$30.00	05/13/10	08043	KRISTINE MAY
366871	Clear	\$215.80	05/13/10	03648	KRUGE-AIR INC

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366872	Clear	\$583.66	05/13/10	03195	LASERPLUS, LLC
366873	Clear	\$55.00	05/13/10	08048	LAURA WINN
366874	Clear	\$2,500.00	05/13/10	01481	LIFESPAN
366875	Clear	\$587.00	05/13/10	07606	LOFFLER COMPANY INC
366876	Clear	\$1,300.00	05/13/10	06829	M&S TREE REMOVAL
366877	Clear	\$3,465.00	05/13/10	04451	MALL OF AMERICA
366878	Clear	\$64.00	05/13/10	04839	MARK COURTNEY
366879	Clear	\$72.00	05/13/10	05619	MARK MONSON
366880	Clear	\$190.81	05/13/10	03179	MCGRAW-HILL CO.
366881	Clear	\$153.77	05/13/10	01683	MENARDS
366882		\$72.00	05/13/10	06092	MIKE BUDION
366883	Clear	\$131.76	05/13/10	03130	MIKE NIZIOLEK
366884	Clear	\$1,580.00	05/13/10	04051	MINNESOTA ZOO
366885	Clear	\$500.00	05/13/10	01770	MN BOARD OF PHYCHOLOGY
366886	Clear	\$114.47	05/13/10	01862	MUSIC CONNECTION INC
366887	Clear	\$50.00	05/13/10	05038	NANCY ASKEGAARD
366888	Clear	\$205.98	05/13/10	01871	NASCO
366889		\$9.85	05/13/10	03926	NECIA RANGITSCH
366890	Clear	\$1,030.70	05/13/10	02043	ON SITE SANITATION INC
366891	Clear	\$33.50	05/13/10	04488	ORANGE TREE EMPLOYMENT SCREENING
366892	Clear	\$145.00	05/13/10	03538	PARTSTOCK COMPUTER
366893	Clear	\$106.00	05/13/10	08045	PATRICK BOYD
366894	Clear	\$77.53	05/13/10	06012	PREMIUM WATERS INC
366895	Clear	\$578.83	05/13/10	07786	PROMOTIONAL ALLIANCE INC
366896	Clear	\$2,039.13	05/13/10	02227	QWEST
366897	Clear	\$300.00	05/13/10	02231	RAMSEY COUNTY PARKS & RECREATI
366898	Clear	\$170.34	05/13/10	02242	REALLY GOOD STUFF INC
366899	Clear	\$229.50	05/13/10	06633	REGAL AWARDS AND TROPHIES
366900	Clear	\$541.00	05/13/10	02252	REGION 4AA
366901	Clear	\$96.35	05/13/10	06562	RICHARD ESTES
366902	Clear	\$64.00	05/13/10	05283	RICK SHOMION
366903	Clear	\$170.00	05/13/10	04815	ROB LINDER
366904	Clear	\$343.51	05/13/10	02367	SAM'S CLUB
366905	Clear	\$737.92	05/13/10	02406	SCHMITT MUSIC COMPANY
366906	Clear	\$492.04	05/13/10	02420	SCHOOL SPECIALTY INC
366907	Clear	\$1,100.00	05/13/10	03123	SHEILA MERZER M A
366908	Clear	\$1,384.36	05/13/10	03716	SHOREVIEW COMMUNITY CENTER
366909	Clear	\$27.99	05/13/10	02535	SOCIAL STUDIES SCHOOL SERVICE
366910	Clear	\$369.98	05/13/10	02536	SOCIAL STUDIES SCHOOL SERVICE
366911	Clear	\$60.00	05/13/10	02551	SOUTHEASTERN SECURITY CONSULT
366912	Clear	\$14.95	05/13/10	02552	SOUTHPAW ENTERPRISES INC
366913	Clear	\$1,132.15	05/13/10	00553	STAPLES/CORPORATE EXPRESS
366914	Clear	\$644.20	05/13/10	03088	STEVE HAMMERSCHMIDT
366915	Clear	\$226.60	05/13/10	04176	SUNBURST CHEMICALS, INC.
366916	Clear	\$127.65	05/13/10	07214	TAG UP-RICHARD MARKETING INC
366917	Clear	\$208.77	05/13/10	02698	TEACHER'S DISCOVERY
366918	Clear	\$371.37	05/13/10	02726	THEATRICAL COSTUME
366919	Clear	\$179.00	05/13/10	02747	TIERNEY BROTHERS INC
366920	Clear	\$1,837.31	05/13/10	02748	TIES
366921	Clear	\$64.00	05/13/10	07361	TOM BROCKWAY
366922	Clear	\$64.00	05/13/10	08030	TONY RUIZ
366923	Clear	\$1,949.91	05/13/10	03345	TRIO SUPPLY CO
366924	Clear	\$290.00	05/13/10	02789	TROLLHAUGEN
366925	Clear	\$30.47	05/13/10	02858	VERIZON WIRELESS

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366926	Clear	\$2,476.81	05/13/10	02903	WASTE MANAGEMENT-BLAINE MN
366927	Clear	\$53.30	05/13/10	02946	WHITE BEAR LOCKSMITH
366928	Clear	\$7,693.81	05/13/10	03017	XEROX CORPORATION
366929	Unissued	\$0.00	05/13/10	03017	XEROX CORPORATION
366930	Clear	\$679.99	05/20/10	07947	1ST QUALITY SCHOOL SUPPLIES INC
366931	Clear	\$675.40	05/20/10	00009	AAA AWARDS
366932	Clear	\$371.86	05/20/10	00047	ADT SECURITY SYSTEMS
366933	Clear	\$1,510.29	05/20/10	00085	AMAZON.COM
366934		\$700.00	05/20/10	00181	AUGSBURG COLLEGE
366935	Clear	\$64.00	05/20/10	05535	BILL PETERSEN
366936	Clear	\$1,700.00	05/20/10	05877	BRENDA RATZLOFF
366937	Clear	\$55.90	05/20/10	00353	BROWN'S ICE CREAM
366938	Clear	\$1,318.30	05/20/10	04346	CAPSTONE PRESS
366939	Clear	\$510.24	05/20/10	00415	CAROLINA SCIENCE AND MATH
366940	Clear	\$111.00	05/20/10	08029	CEDON BOURNE
366941	Clear	\$989.60	05/20/10	03115	CHARLES LINDERKAMP
366942	Clear	\$18.95	05/20/10	06945	CHILDSWORK/CHILDSPLAY
366943	Clear	\$63.00	05/20/10	08003	CHRIS LARSON
366944	Clear	\$459.00	05/20/10	07088	CUSTOM WATER WORKS
366945	Clear	\$515.76	05/20/10	00599	DALCO
366946	Clear	\$3,443.69	05/20/10	03433	DELL COMPUTER CORP.
366947	Clear	\$1,074.75	05/20/10	00678	DOMINO'S PIZZA
366948	Clear	\$54.00	05/20/10	05530	DOUG WHITE
366949	Clear	\$72.00	05/20/10	06542	DUANE REED
366950	Clear	\$540.00	05/20/10	00714	EAGLE SCREEN PRINTING
366951	Clear	\$210.00	05/20/10	00725	ECKROTH MUSIC COMPANY
366952	Clear	\$800.00	05/20/10	01421	EILEEN LAMBERT
366953	Clear	\$827.09	05/20/10	00803	EXPRESS PERSONNEL SERVICES INC
366954	Clear	\$5,716.67	05/20/10	05516	FAIRVIEW
366955	Clear	\$60.00	05/20/10	08055	FAMILY CHILDRENS SERVICE
366956	Clear	\$4,763.30	05/20/10	00856	FOLLETT EDUCATIONAL SERVICES
366957	Clear	\$104.00	05/20/10	00868	FOREST PRODUCTS SUPPLY CO
366958	Clear	\$54.00	05/20/10	08026	FRED ESPE
366959	Clear	\$557.08	05/20/10	01464	G&K SERVICES
366960	Clear	\$100.70	05/20/10	08037	GF EDUCATORS, INC
366961	Clear	\$130.00	05/20/10	03081	GRAY SEEVER
366962	Clear	\$54.00	05/20/10	08024	GREG UTECHT
366963		\$483.00	05/20/10	03741	HUGO ANIMAL FARM
366964	Clear	\$12,800.00	05/20/10	03749	I.S.D # 270 -HOPKINS SCHOOL DISTRICT
366965	Clear	\$52,726.16	05/20/10	03248	I.S.D # 834 STILLWATER
366966	Clear	\$45.00	05/20/10	01240	J W PEPPER & SONS, INC.
366967	Clear	\$111.00	05/20/10	08031	JAMES MACGILLIS
366968	Clear	\$72.00	05/20/10	08059	JEFF GRASTO
366969		\$75.00	05/20/10	05529	JOHN PERSOON
366970		\$64.00	05/20/10	05258	KATIE BOWMAN
366971	Clear	\$200.00	05/20/10	08061	KATIE SANDVIK
366972	Clear	\$12,658.80	05/20/10	03378	KELLY SERVICES, INC
366973	Clear	\$164.38	05/20/10	01372	KNOWLAN'S SUPER MARKETS
366974	Clear	\$54.00	05/20/10	06592	KRISTA YOUNG
366975	Clear	\$218.95	05/20/10	03195	LASERPLUS, LLC
366976		\$54.00	05/20/10	07412	LAURA HENNES
366977		\$575.00	05/20/10	05135	LAURI HILL
366978	Clear	\$2,590.00	05/20/10	07149	LINDA NORDGREN
366979	Clear	\$64.00	05/20/10	07073	LOFFLER

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366980	Clear	\$1,692.29	05/20/10	01557	MAHTOMEDI AUTO SERVICE
366981	Clear	\$187.31	05/20/10	07916	MAHTOMEDI FASTPITCH ASSN
366982	Clear	\$23,446.84	05/20/10	07315	MAHTOMEDI YOUTH LACROSSE ASSN
366983	Clear	\$398.00	05/20/10	01609	MASA/MASE CONF.REGISTRATION
366984	Clear	\$72.00	05/20/10	08056	MATT BARTHE
366985	Clear	\$72.00	05/20/10	08057	MATT SORENSON
366986		\$7.00	05/20/10	08050	MELISSA KEMPTNER
366987	Clear	\$37.94	05/20/10	01684	MENARDS OAKDALE CASHWAY LUMBER
366988		\$180.00	05/20/10	00249	MERCEDES BERGMAN
366989	Clear	\$1,666.00	05/20/10	01696	METRO ATHLETIC SUPPLY
366990	Clear	\$203.15	05/20/10	01871	NASCO
366991	Clear	\$145.00	05/20/10	03538	PARTSTOCK COMPUTER
366992		\$700.00	05/20/10	06550	PATTI KNECHT
366993		\$72.00	05/20/10	06543	PAUL FRANK
366994	Clear	\$31.56	05/20/10	02115	PERMA BOUND BOOKS
366995	Clear	\$300.00	05/20/10	03136	RATWIK ROSZAK & MALONEY P A
366996	Clear	\$41.75	05/20/10	06562	RICHARD ESTES
366997		\$87.00	05/20/10	08054	ROBERT ROETTGER
366998	Clear	\$245.00	05/20/10	04507	ROMAN MARKET INC
366999	Clear	\$106.00	05/20/10	08040	RYAN FINNEGAN
367000	Clear	\$106.00	05/20/10	01028	RYAN GUNDERSON
367001	Clear	\$281.00	05/20/10	04434	SAIL LA VIE
367002	Clear	\$1,448.66	05/20/10	07113	SAM'S CLUB
367003	Clear	\$26.39	05/20/10	02413	SCHOLASTIC INC
367004	Clear	\$135.57	05/20/10	02420	SCHOOL SPECIALTY INC
367005	Clear	\$27.99	05/20/10	02536	SOCIAL STUDIES SCHOOL SERVICE
367006	Clear	\$5,700.00	05/20/10	02581	ST CROIX BOAT & PACKET CO
367007		\$1,195.00	05/20/10	05451	ST JOHNSBURY ACADEMY
367008	Clear	\$172.00	05/20/10	08053	STANLEY ACCESS TECH LLC
367009	Clear	\$475.31	05/20/10	00553	STAPLES/CORPORATE EXPRESS
367010		\$800.00	05/20/10	08060	STILLWATER BASKETBALL
367011		\$135.00	05/20/10	07398	TECH 4 LEARNING
367012	Clear	\$72.00	05/20/10	05285	TERRY BESEMAN
367013		\$54.00	05/20/10	08023	THERESA UTECHT
367014	Clear	\$991.92	05/20/10	02748	TIES
367015	Clear	\$975.00	05/20/10	02807	U S BANK TRUST N A
367016		\$800.00	05/20/10	02825	UNIVERSITY OF MINNESOTA PLTW
367017	Clear	\$32,823.87	05/20/10	06934	US FOODSERVICE INC
367018	Clear	\$5,125.00	05/20/10	02842	VALLEYFAIR
367019	Clear	\$153.00	05/20/10	08052	WALKER ART CENTER
367020	Clear	\$1,934.85	05/20/10	07594	WOODBURY HIGH SCHOOL
367021		\$9,338.20	05/20/10	07417	ZYFA-ZEPHYR YOUTH FOOTBALL ASSN
367022	Clear	\$400.00	05/20/10	07468	RENE DENNIS THOMPSON/RENE DANCE STUDIO
367023	Clear	\$560.20	05/27/10	00009	AAA AWARDS
367024		\$242.97	05/27/10	00044	ADA BADMINTON & TENNIS
367025		\$54.00	05/27/10	08071	ADAM BOHON
367026		\$40.00	05/27/10	08073	ANDREW TESSIER
367027		\$220.00	05/27/10	07447	ANGELO TUCCITTO
367028		\$50,466.00	05/27/10	05639	AP EXAMS
367029		\$720.00	05/27/10	00181	AUGSBURG COLLEGE
367030		\$99.00	05/27/10	08068	BEHAVIOR SCIENCE SYSTEMS, INC
367031	Clear	\$41.65	05/27/10	04048	BENCHMARK LEARNING
367032	Clear	\$353.10	05/27/10	04130	BIGGER FASTER STRONGER
367033	Clear	\$150.00	05/27/10	05442	BRAINERD HIGH SCHOOL

CHECK REGISTER

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Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
367034	Clear	\$111.00	05/27/10	07636	BRIAN OLSEN
367035	Clear	\$564.76	05/27/10	00353	BROWN'S ICE CREAM
367036	Clear	\$106.00	05/27/10	06661	BW T&F ENTERPRISES LLP
367037	Clear	\$6,635.00	05/27/10	07451	CAMBIUM LEARNING TECHNOLOGIES
367038	Clear	\$90.00	05/27/10	07328	CAROL LAUMER
367039	Clear	\$5,200.00	05/27/10	07031	CARRIE ARDITO
367040	Clear	\$45.00	05/27/10	00427	CASH
367041	Clear	\$200.00	05/27/10	03623	CENTRAL BANK
367042	Clear	\$83.91	05/27/10	07299	COBORNSDELIVERS LLC
367043	Clear	\$204.00	05/27/10	07088	CUSTOM WATER WORKS
367044	Clear	\$965.52	05/27/10	00599	DALCO
367045	Clear	\$72.00	05/27/10	05582	DAVE WILES
367046	Clear	\$127.59	05/27/10	03433	DELL COMPUTER CORP.
367047	Clear	\$88.18	05/27/10	00634	DEMCO
367048		\$72.00	05/27/10	05538	DENNIS ATCHISON
367049	Clear	\$1,080.00	05/27/10	03996	DENNIS HEUER
367050		\$37.49	05/27/10	00669	DISNEY EDUCATIONAL PRODUCTIONS
367051	Clear	\$1,121.98	05/27/10	00678	DOMINO'S PIZZA
367052		\$475.00	05/27/10	00714	EAGLE SCREEN PRINTING
367053	Clear	\$1,500.00	05/27/10	00725	ECKROTH MUSIC COMPANY
367054	Clear	\$236.00	05/27/10	03241	ELECTRONIC DESIGN CO
367055		\$600.00	05/27/10	07629	ERIC JOHNSON
367056	Clear	\$451.15	05/27/10	03087	ERIKA HAMMERSCHMIDT
367057	Clear	\$1,646.70	05/27/10	00803	EXPRESS PERSONNEL SERVICES INC
367058	Clear	\$406.08	05/27/10	05296	FINN SISU, INC
367059		\$299.00	05/27/10	08017	FREEVERSE
367060		\$19.00	05/27/10	08075	FUMIKO JOHNSON
367061	Clear	\$1,864.25	05/27/10	06146	GOPHER
367062	Clear	\$228.42	05/27/10	01001	GREAT LAKES SPORTS
367063		\$22,977.42	05/27/10	07108	HOCKENBERGS
367064		\$667.00	05/27/10	01173	HUMAN SERVICES INC
367065	Clear	\$811.87	05/27/10	01231	INTERSTATE MUSIC SUPPLY
367066	Clear	\$25.04	05/27/10	06872	ISTE
367067	Clear	\$503.40	05/27/10	07763	JAMES DEVOLL
367068	Clear	\$15.00	05/27/10	07997	JAMES FRISBIE
367069	Clear	\$100.00	05/27/10	08067	JAN GEORGE
367070	Clear	\$75.00	05/27/10	08064	JEFF PRATT
367071		\$225.00	05/27/10	04753	JESSICA GRANEC
367072		\$20.00	05/27/10	08063	JODY KARLEN
367073		\$136.00	05/27/10	05143	JOE MICHALITSCH
367074	Clear	\$111.00	05/27/10	07435	JOHN HOWLEY
367075	Clear	\$558.00	05/27/10	03364	JUDY DEANS
367076	Clear	\$111.00	05/27/10	06559	JULIE CARLSON
367077	Clear	\$357.00	05/27/10	05158	JULIE POOLER
367078	Clear	\$100.00	05/27/10	08074	KATIE HECKLEY
367079		\$21.96	05/27/10	08069	KELLY DARROW
367080		\$125.00	05/27/10	08066	KELLY SELLMAN
367081	Clear	\$1,262.70	05/27/10	07572	KORY ANDRY
367082	Clear	\$423.94	05/27/10	03195	LASERPLUS, LLC
367083		\$31.90	05/27/10	06993	LAUREN BOTELHO
367084	Clear	\$72.00	05/27/10	05235	LES ZIBELL
367085	Clear	\$71.80	05/27/10	01479	LIBRARY VIDEO COMPANY
367086	Clear	\$220.00	05/27/10	07728	LIFETIME FITNESS-WBL
367087		\$247.71	05/27/10	07307	LISA ROESLER

CHECK REGISTER

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Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
367088		\$115.80	05/27/10	01557	MAHTOMEDI AUTO SERVICE
367089		\$1,501.00	05/27/10	06622	MERCADO CENTRAL
367090	Clear	\$60.00	05/27/10	01699	METRO ECSU
367091		\$50.00	05/27/10	08065	MIDTOWN GLOBAL MARKET
367092	Clear	\$100.00	05/27/10	08076	MIKE WERNER
367093		\$4,712.00	05/27/10	01559	MN FAMILY BURN CAMP
367094		\$100.00	05/27/10	05477	MRES-MN RENEWABLE ENERGY SOCIETY
367095	Clear	\$23.43	05/27/10	07952	NAOMI BELISLE
367096		\$300.00	05/27/10	02056	OSSEO AREA SCHOOLS-DIST 279
367097	Clear	\$8,940.00	05/27/10	02078	PARK BUS CO
367098	Clear	\$898.80	05/27/10	02115	PERMA BOUND BOOKS
367099	Clear	\$75.70	05/27/10	02145	PITNEY BOWES / PURCHASE POWER
367100		\$328.00	05/27/10	05424	REGION 5AA
367101	Clear	\$72.00	05/27/10	06583	ROBIN JOHNSON
367102		\$64.00	05/27/10	05130	ROGER PACKER
367103	Clear	\$117.30	05/27/10	02406	SCHMITT MUSIC COMPANY
367104	Clear	\$3,002.85	05/27/10	06219	SCHOLASTIC BOOK FAIR
367105		\$132.00	05/27/10	08072	SHARON OLDANI
367106	Clear	\$850.00	05/27/10	03123	SHEILA MERZER M A
367107	Clear	\$360.00	05/27/10	02537	SOFTERWARE INC
367108	Clear	\$165.00	05/27/10	02551	SOUTHEASTERN SECURITY CONSULT
367109	Clear	\$1,479.00	05/27/10	00553	STAPLES/CORPORATE EXPRESS
367110	Clear	\$64.00	05/27/10	06979	STEVE SCHNEIDER
367111	Clear	\$727.00	05/27/10	07642	STREAMLINE DESIGN INC
367112	Clear	\$251.89	05/27/10	02698	TEACHER'S DISCOVERY
367113	Clear	\$196.00	05/27/10	04551	THE GOODPRINTER
367114	Clear	\$64.00	05/27/10	05543	TIM KLEIN
367115	Clear	\$70.00	05/27/10	07308	TIMOTHY FEMIRITE
367116		\$64.00	05/27/10	08030	TONY RUIZ
367117	Clear	\$618.59	05/27/10	03345	TRIO SUPPLY CO
367118	Clear	\$4,879.00	05/27/10	02842	VALLEYFAIR
367119	Clear	\$923.47	05/27/10	02889	WALMART COMMUNITY
367120	Clear	\$7,097.66	05/27/10	02916	WELSH COMPANIES LLC
367121	Clear	\$111.00	05/27/10	08070	WILLIAM BORCHERS
367122	Clear	\$2,392.24	05/27/10	03017	XEROX CORPORATION
367123	Clear	\$642.00	05/27/10	03025	YOUNGBLOOD LUMBER COMPANY
80000265	Clear	\$31.43	05/06/10	99999	Rydland, Karena
80000266	Clear	\$261.66	05/06/10	99999	Melquist, Nancy
80000267	Clear	\$51.00	05/06/10	99999	Arvesen, Catherine
80000268	Clear	\$30.68	05/06/10	99999	Conzemius, Julie
80000269	Clear	\$422.10	05/06/10	99999	George, Mary L
80000270	Clear	\$52.62	05/06/10	99999	Mackin, Kathryn
80000271	Clear	\$118.00	05/06/10	99999	Nickleby, Kathe
80000272	Clear	\$24.00	05/06/10	99999	Sommers, Tami J
80000273	Clear	\$86.50	05/06/10	99999	Traxler, Pamela
80000274	Clear	\$79.00	05/06/10	99999	George, Mary L
80000275	Clear	\$82.85	05/06/10	99999	Olson, Lindsey S
80000276	Clear	\$13.00	05/06/10	99999	Rye, Geraldine M
80000277	Clear	\$155.00	05/06/10	99999	Albrecht, Daniel
80000278	Clear	\$117.45	05/06/10	99999	Forbes, Donna M
80000279	Clear	\$18.07	05/06/10	99999	McCormick, Joan
80000280	Clear	\$75.00	05/06/10	99999	Moore, Christopher
80000281	Clear	\$14.85	05/06/10	99999	Nickleby, Kathe
80000282	Clear	\$31.00	05/06/10	99999	Steiger, Jennifer

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Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
80000283	Clear	\$40.63	05/06/10	99999	Tester-Hastings,Jodie
80000284	Clear	\$72.00	05/06/10	99999	Virnig, Jaclyn T
80000285	Clear	\$78.91	05/13/10	99999	Hardgrove, John
80000286	Clear	\$70.95	05/13/10	99999	Melquist, Nancy
80000287	Clear	\$158.86	05/13/10	99999	Werner, Judy M
80000288	Clear	\$79.23	05/13/10	99999	Brooke, Ann
80000289	Clear	\$140.00	05/13/10	99999	Falde, Nicolas S
80000290	Clear	\$112.34	05/13/10	99999	Olson, Lindsey S
80000291	Clear	\$7.13	05/13/10	99999	Olson, Lindsey S
80000292	Clear	\$479.00	05/13/10	99999	Radabaugh-Triplat, Stacy
80000293	Clear	\$25.73	05/13/10	99999	Winkelman, Kathryn
80000294	Clear	\$86.83	05/13/10	99999	Osterbauer, Julie
80000295	Clear	\$149.06	05/13/10	99999	Gerver, Laurie
80000296	Clear	\$240.40	05/13/10	99999	Lefeber, Mark B
80000297	Clear	\$245.52	05/13/10	99999	Ratzloff, Corey
80000298	Clear	\$36.96	05/13/10	99999	Buckingham, Angela
80000299	Clear	\$18.56	05/13/10	99999	Buckingham, Angela
80000300	Clear	\$17.56	05/13/10	99999	Olson, Lindsey S
80000301	Clear	\$21.28	05/20/10	99999	Elvestrom, Kathryn
80000302	Clear	\$127.27	05/20/10	99999	Gale, Ann J
80000303	Clear	\$49.81	05/20/10	99999	Newman, Keith
80000304	Clear	\$808.06	05/20/10	99999	Buckingham, Angela
80000305	Clear	\$126.00	05/20/10	99999	Osterbauer, Julie
80000306	Clear	\$59.43	05/20/10	99999	Livingston, Judi
80000307	Clear	\$22.85	05/20/10	99999	Sommers, Tami J
80000308	Clear	\$44.49	05/20/10	99999	Edinger, Helen P
80000309	Clear	\$14.65	05/20/10	99999	Och, Jennifer L
80000310	Clear	\$110.90	05/20/10	99999	Ward, Jennifer R
80000311	Clear	\$113.01	05/20/10	99999	George, Mary L
80000312	Clear	\$251.02	05/20/10	99999	Marshall, Mary
80000313	Clear	\$25.70	05/20/10	99999	Lonnquist, Janis
80000314	Clear	\$87.08	05/20/10	99999	Lauer, Deborah A
80000315	Clear	\$298.50	05/20/10	99999	George, Mary L
80000316	Clear	\$30.84	05/20/10	99999	Driscoll, James
80000317	Clear	\$163.20	05/20/10	99999	Mickelson, Craig
80000318	Clear	\$336.58	05/20/10	99999	Flesner, Nicole
80000319	Clear	\$209.00	05/20/10	99999	Flesner, Nicole
80000320	Clear	\$48.80	05/20/10	99999	Lefeber, Mark B
80000321	Clear	\$645.42	05/20/10	99999	Shema, Marianne
80000322	Clear	\$439.79	05/20/10	99999	Ydstie, Paul E
80000323	Clear	\$22.46	05/27/10	99999	Childs, Rita
80000325	Clear	\$468.79	05/27/10	99999	Haen, Elisabeth
80000326	Clear	\$110.30	05/27/10	99999	Krause, Sandra M
80000327	Clear	\$12.86	05/27/10	99999	Lonnquist, Janis
80000328	Clear	\$17.14	05/27/10	99999	Lorenz, Laura L
80000329	Clear	\$1,516.03	05/27/10	99999	Buckingham, Angela
80000330	Clear	\$126.00	05/27/10	99999	Oswald, Jean G
80000331	Clear	\$75.90	05/27/10	99999	Conzemius, Julie
80000332	Clear	\$180.19	05/27/10	99999	Laue, Deanna
80000333	Clear	\$19.80	05/27/10	99999	Ludwigson, Kyra
80000334	Clear	\$126.66	05/27/10	99999	Miller, Anne E F
80000335	Clear	\$203.49	05/27/10	99999	Oswald, Jean G
80000336	Clear	\$231.61	05/27/10	99999	Sommer, Elizabeth
80000337	Clear	\$266.00	05/27/10	99999	Tumbleson, Thad

CHECK REGISTER

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Check Number	Check Status	Check Amount	Check Date	Vendor Number	Vendor Name
80000338	Clear	\$112.25	05/27/10	99999	Peltier, Paul T
80000339	Clear	\$61.96	05/27/10	99999	Baker, Danielle
80000340	Clear	\$247.06	05/27/10	99999	Mickelson, Craig
80000341	Clear	\$51.50	05/27/10	99999	Klinkhammer, Pam
80000342	Clear	\$36.93	05/27/10	99999	Robinson, Susan
80000343	Clear	\$152.35	05/27/10	99999	Strege, Bonny K
	CK AMT	\$1,070,561.41			

MAHTOMEDI CONSTRUCTION PAYMENTS - APRIL 30, 2010 - MAY 31, 2010

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Journal Entry# 4332	5/3/10	Advance Roofing Solutions	Payment for District Office Roof Replacement/ Repairs	\$80,061.30
	TOTAL			\$80,061.30

**INDEPENDENT SCHOOL DISTRICT #832
WIRE TRANSFER TRANSACTIONS
MONTH OF MAY 2010**

<u>DATE</u>	<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
5/5/10	MN Trust	US Bank	\$93,900.00	bond transaction
5/11/10	MN Trust	MSDLAF	\$1,000,000.00	cover checks
5/12/10	MN Trust	MSDLAF	\$300,000.00	cover checks
5/14/10	US Bank	Peoples Bank of Commerce-EBC Flex	\$8,736.35	flex benefits
5/14/10	US Bank	Mid State Corp Federal CU	\$10,771.83	MEA teachers union dues
5/14/10	US Bank	Central Bank	\$892.43	para union dues
5/14/10	MSDLAF	US Bank	\$510,840.37	cover checks
5/14/10	US Bank	IRS	\$185,616.40	federal & fica taxes
5/14/10	US Bank	MN Dept of Revenue	\$31,185.83	state payroll taxes
5/14/10	US Bank	Public Emp. Retirement Assoc.	\$20,179.99	pera retirement
5/14/10	US Bank	Mn Teachers Retirement	\$69,768.76	teachers retirement
5/14/10	US Bank	SOMI Funding	\$56,886.48	TSA payment
5/14/10	US Bank	State Street Bank	\$292.21	Deferred Comp
5/15/10	State of Minnesota	MN Trust	\$1,075,308.55	direct state payment
5/18/10	State of Minnesota	MN Trust	\$230.48	direct state payment
5/24/10	MN Trust	MSDLAF	\$1,300,000.00	cover checks
5/27/10	Washington County	MN Trust	\$2,353,242.00	direct payment
5/27/10	US Bank	Peoples Bank of Commerce-EBC Flex	\$8,698.85	flex benefits
5/27/10	US Bank	Central Bank	\$892.43	para union dues
5/28/10	MSDLAF	US Bank	\$524,791.68	cover checks
5/28/10	US Bank	IRS	\$189,410.94	federal & fica taxes
5/28/10	US Bank	MN Dept of Revenue	\$31,841.82	state payroll taxes
5/28/10	US Bank	Public Emp. Retirement Assoc.	\$19,865.86	pera retirement
5/28/10	US Bank	Mn Teachers Retirement	\$71,058.16	TRA payment
5/28/10	US Bank	SOMI Funding	\$56,322.31	TSA payment
5/28/10	US Bank	State Street Bank	\$292.21	Deferred Comp
5/30/10	State of Minnesota	MN Trust	\$954,371.36	direct state payment

**FISCAL AGENCY AGREEMENT BETWEEN
MAHTOMEDI PUBLIC SCHOOLS AND
THE MAHTOMEDI AREA EDUCATIONAL FOUNDATION**

THIS AGREEMENT, is made and entered into by and between the Mahtomedi Public Schools, Independent School District No. 832, hereinafter known as the “School District”, and the Mahtomedi Area Educational Foundation, hereinafter known as the “Foundation.”

WHEREAS, the Foundation provides funding for educational opportunities within the School District and the Mahtomedi area community; and

WHEREAS, the Foundation desires to retain an Executive Director to manage its programs; and

WHEREAS, the School District has the resources to facilitate the payment of salary and benefits to the Foundation’s Executive Director on behalf of the Foundation;

WHEREAS, the School District’s sole obligation under this Agreement shall be to act as fiscal agent as set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

1. The School District shall serve as the fiscal agent to the Foundation. Services shall include the School District’s bi-monthly payment (24 payments) directly to the Foundation’s Executive Director the annual compensation set by the Foundation Board of Directors, including applicable taxes. Such payment shall be made by the School District to the Executive Director as per the regular payroll cycle of the school district. Services shall also include payment by the School District to the insurance carrier of the monthly group single health insurance premium and other elected benefits outlined in the letter of employment for the Executive Director.
2. The Foundation shall reimburse the School District for such compensation, including taxes, of the Foundation’s Executive Director contractual costs on the 15th day of the month following the end of the quarter. The dates quarterly payments are due are: January 15, April 15, July 15, and October 15. The school district will submit an invoice to the Foundation prior to the due dates.
3. The Foundation shall reimburse the School District for the monthly single group health insurance premium and all other elected benefits paid by the School District for the benefit of the Executive Director. Reimbursement will be made as per the quarterly payment schedule noted above.

4. As payment for services provided by the School District as fiscal agent, the Foundation shall pay the School District an annual fee of \$14,000. This fee may be changed annually by mutual agreement of both parties. Acting as fiscal agent includes payroll services, accounting services, telephone and electronic mail services, office computer and technology assistance from IT staff.
5. The Foundation is organized as an independent, self-sustaining educational foundation and is not a part of the legal structure of the School District. The Foundation is governed by its own Board of Directors, which is comprised of community volunteers, one member of the School Board, and the School District Superintendent as an ex officio member. The Foundation Board of Directors shall enter into whatever contracts it deems necessary to facilitate its purposes and programs, without the input of the School District.
6. To the extent that any profit or loss is sustained by the Foundation, such profit or loss is attributed only to the Foundation and its Board of Directors, and not to the School District. As the fiscal agent for the Foundation, the School District shall not have authority to approve or disapprove expenditures made pursuant to the Foundation's contract with its Executive Director, but shall only function as the conduit of compensation paid by the Foundation to the Executive Director.
7. The Foundation shall acquire and keep in full force and effect liability insurance coverage as is necessary to adequately insure against any and all potential losses resulting directly or indirectly from the operation of the Foundation, and shall provide proof of such insurance to the School District prior to July 1, 2010.
8. The Foundation shall assume full liability for its activities and programs and shall indemnify and hold harmless the School District, its officers, agents, and employees from any suits, claims, or liability arising under this Agreement or arising from the operation of the Foundation.
9. All payments made in the operation of the Foundation, shall be made from funds generated by the Foundation and it is understood and agreed that under no circumstances is the School District undertaking or obligated to provide its funds for the operation of the Foundation.
10. No employee, independent contractor or agent of the Foundation shall be considered an employee of the School District for any purpose, including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation; public employees' retirement; social security; liability; insurance; keeping of personnel records; termination or discharge of employment and individual contracts.

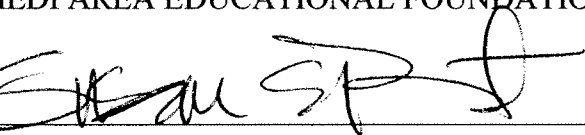
11. The School District shall have no authority under any circumstances to hire or retain, discipline, supervise, provide work direction, set hours of work or operation of the Foundation's Executive Director, or discharge any employee, independent contractor, or agent of the Foundation.
12. This agreement may be amended only in writing executed by both parties.
13. This agreement shall be governed by the laws of the State of Minnesota.
14. This agreement shall be in full force and effect for the period from July 1, 2010 through June 30, 2011, and will be renewed for successive one-year terms upon mutual agreement of the School District and the Foundation unless terminated by the Foundation. Either party wishing to either renew or terminate this agreement must give a 90-day notice prior to the renewal or termination date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and each warrants that they

each are empowered and authorized to execute this agreement.

Date: 5/19/10

MAHTOMEDI AREA EDUCATIONAL FOUNDATION

By 

Its President

Date: _____

MAHTOMEDI PUBLIC SCHOOLS, ISD NO. 832

By _____

Its _____

Agenda Item _____

**JOINT POWERS AGREEMENT BETWEEN ISD #832 AND ISD #834
FOR THE PROVISION OF FOOD SERVICES**

THIS AGREEMENT, is made and entered into by and between Independent School District No. 832, Mahtomedi Public Schools, “Contractor” and Independent School District No. 834, Stillwater Area Public Schools, “Provider.”

WHEREAS, the parties to this Agreement desire to make available to each party the administrative and financial benefits of cooperative purchasing and selling with respect to common items or services used by the parties; and

WHEREAS, the parties to this Agreement wish to combine their purchasing powers in order to secure the most favorable terms and conditions on the purchase of equipment, materials, services and supplies;

WHEREAS, the parties to this Agreement desire to enter into a Joint Powers Agreement to facilitate the purchase of goods and services as described below, pursuant to Minn. Stat. § 471.59, as amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually

THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be mutually bound hereby, it is hereby agreed, by and between the parties hereto as follows:

1. Scope of Contract

Provider shall perform consulting, management and food services operations for the Contractor. Provider shall comply with the applicable provisions of the National School Lunch Act, and United States Department of Agriculture

("USDA") regulations set forth in 7 C.F.R. § 210, and all other applicable laws, rules and regulations of federal, state and local authorities.

2. Food Service

A. Provider shall serve, on such days and at such times as requested by the District:

- a) Lunches which meet the requirements prescribed by the USDA and which provide one-third to one-half of the daily nutritional and calorie needs of children from elementary to high school age;
- b) Milk; and
- c) Such other food as may be agreed upon by the parties.

B. Provider shall cooperate with Contractor in promoting nutrition education aspects of the food service operation, in the Contractor's efforts to coordinate those aspects with classroom instruction at all student levels, and in providing nutrition education materials to classes as requested by Contractor.

C. The food service facilities shall be available at all hours for social or school events as required by Contractor; provided, however, that Contractor shall not use or allow the food service facilities to be used in such a manner or at such hours so as to impede or interfere with Provider's ability to perform its obligations hereunder.

D. Contractor shall prepare any notice to parents or guardians containing the eligibility guidelines for federal free and reduced priced meal programs, as well as a description of how the anonymity of the students receiving meals under the programs shall be protected. Contractor shall retain signature authority on the State Agency School Authority application agreement(s), free and reduced price policy statement and the claims for reimbursement.

3. Facilities and Equipment

A. Contractor shall make available to Provider all facilities required for operation of the food service, completely equipped and ready to operate. Contractor retains ownership of all such facilities, including any kitchen equipment and small wares.

B. Contractor shall make all equipment repairs and replacements and shall furnish equipment maintenance service for the premises utilized under this Agreement.

C. Provider shall be responsible for the care and cleaning of all equipment and the food preparation, storage and service counter areas to the satisfaction of the Contractor. Following meal service, the cleaning of the dining area, tables and chairs, and cleaning walls, floors, windows, and lights fixtures, shall be the responsibility of the Contractor.

D. Provider shall be responsible for the sanitary handling of garbage and trash as necessary for the food service operations and placement of trash in the building to a location designated by Contractor. Contractor shall be responsible for the removal of trash and garbage from the school building sites.

4. Health Certification

Provider shall comply with all federal, state and local laws and regulations governing the preparation, handling and serving of food, and shall procure on behalf of Contractor and keep in effect all licenses, permits and food handlers' cards as are required by law and shall comply with any posting requirements. Provider shall pay for all such required licenses, permits, food handlers' cards and health certifications.

5. Personnel

A. Provider shall employ all necessary employees to properly staff the food service operations at Contractor's school sites. It is understood and agreed that all staff assigned by Provider to Contractor's school sites are Provider's employees and shall not, for any purposes, be considered employees of Contractor. Provider shall be responsible for hiring, firing, supervision and discipline of its employees who are assigned to the Contractor's school sites. Provider shall ensure that it meets all of its obligations to provide insurance for its employees, including but not limited to workers compensation insurance, and that any claims made by Provider's employees assigned to Contractor's school sites shall be made to Provider's insurance carriers under Provider's insurance policies.

B. Provider shall maintain an adequate supervisory staff of its employees at Contractor's school sites to assist and supervise its employees in the provision of food service under this Agreement. Provider shall provide administrative, dietetic, purchasing, and personnel advice and supervision, including an on-site manager at each school.

6. Purchasing

Provider is empowered under this Agreement to make purchases through the competitive bidding process, where the award is made to the lowest responsible bidder. When making a joint purchase, Contractor and Provider shall consult to

ensure that requirements of both affected districts are included, and the specifications for the equipment, materials, services and supplies that meet the needs of both districts are included. After bids or other solicitations for joint purchases have been received by Provider, Contractor shall execute its own purchasing document with the vendor. Contractor shall make payment directly to the contract vendor according to the established procedures of Contractor. Each district shall be separately accountable for its own expenditures of public funds made hereunder. No district shall assume responsibility for the accountability of funds expended by the other district.

7. Term of Agreement and Disposition of Property upon Expiration of the Joint Powers Agreement

This Joint Powers Agreement shall be effective from July 1, 2010 through June 30, 2011, with the option to renew the Agreement for two successive one-year terms. Each option to renew may be exercised by written notice to Provider by May 1 of the initial contract term or the renewal term. The parties agree that they shall work cooperatively and jointly to resolve any issues which arise during the performance of this Agreement. The parties further agree that any changes made to the Agreement shall be documented in writing. Upon expiration of the Agreement, any supplies or property acquired by Contractor as a result of the Joint Powers Agreement shall remain the property of Contractor.

8. Contractor shall pay Provider an annual administrative fee of Eighty-One Thousand One Hundred and Ten Dollars (\$81,110.00) distributed equally in ten (10) installments (September through June), within ten (10) days after receipt of an invoice from Provider. This fee reflects the costs to Provider in operating and managing the program. In addition, Provider shall invoice Contractor for the actual costs in salaries and benefits for Provider's employees assigned to Contractor's school sites. No other costs associated with this Agreement shall be passed along to Contractor unless specifically agreed upon in writing by the parties.

9. Notices

Any notices to or communication with ISD No. 832 for purposes of this Agreement shall be sent to:

Denise Sundstrom
Director of Business Services
Mahtomedi Public Schools
1520 Mahtomedi Avenue

Mahtomedi, Minnesota
55115

Any notices to or communication with ISD No. 834 for purposes of this Agreement shall be sent to:

Ray Queener
Assistant Superintendent of Business & Administrative Services
Stillwater Area Public Schools
1875 South Greeley Street
Stillwater, Minnesota
55082

IN WITNESS WHEREOF, ISD No. 832 and ISD No. 834 have executed this Agreement by the signatures below and have approved this Agreement by their respective school boards, on the dates written below.

_____ Date: _____
Independent School District No. 832

_____ Date: _____
Independent School District No. 834