

**INDEPENDENT SCHOOL  
DISTRICT #624**



**SCHOOL BOARD  
AGENDA**

April 13, 2009

Independent School District No. 624

# MISSION STATEMENT

**THE MISSION OF THE WHITE BEAR LAKE  
AREA SCHOOL DISTRICT IS TO  
PROVIDE A HIGH-QUALITY EDUCATIONAL  
EXPERIENCE FOR ALL LEARNERS.**

To accomplish our mission we believe that a high-quality educational Experience must:

- be in partnership with the community;
- take place in a safe, supportive, and challenging environment;
- develop lifelong learners;
- allow each learner to reach full potential;
- encourage each learner to be a contributing member of a global society.

*Approved by White Bear Lake Area School Board on July 7, 1994*

*The White Bear Lake Area School District leading...  
minds to learning,  
hearts to compassion,  
lives to community service.*

**INDEPENDENT SCHOOL DISTRICT NO. 624  
WHITE BEAR LAKE, MN 55110**

To: Members of the School Board

From: Dr. Michael J. Lovett  
Superintendent of Schools

Date: April 8, 2009

A meeting of the White Bear Lake Area School Board will be held on **Monday, April 13, 2009** at 7:00 p.m. in Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN.

**AGENDA**

**A. PROCEDURAL ITEMS**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Consent Agenda – page 1
  - a) Approval of Minutes – pages 2 - 8
  - b) Payment of Invoices – pages 9 - 51
  - c) Correspondence
  - d) Acceptance of Gifts – pages 52 - 53
  - e) Approve Field Trips – page 54
  - f) Terminations – Retirements – Resignations – pages 55 - 56
  - g) Leaves of Absence – pages 57 - 60
  - h) New Personnel – page 60

**B. PUBLIC FORUM**

During the Public Forum any person may address the School Board on a topic of interest or concern. Listed below are the procedures for Public Forum.

1. Public Forum will follow the Procedural Items on the agenda.
2. Public Forum will be open for 30 minutes (4 minutes per speaker, 10 minutes per topic, and no more than 3 speakers per topic as a general rule). Comments should be brief, and repetition of other public comments should be avoided.
3. Those wishing to address the Board should fill out a card to be turned into the Clerk.
4. Questions may be asked on any topic, excluding those on the agenda.
5. An attempt will be made to answer questions. In those cases where an answer is not available or is not possible to give that evening, a phone call from someone in the administration will be made as a follow-up.
6. A handout on the purpose of School Board meetings and the meeting process is available.
7. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
8. The Chair will attempt to reasonably honor requests to speak, but shall also exercise discretion to recognize time restraints and may limit the number of such presentations accordingly.

**C. INFORMATION ITEMS**

1. Superintendent's Report – page 63

**D. DISCUSSION ITEMS**

**E. OPERATIONAL ITEMS**

1. Action on Elementary Social Studies Recommendation – page 66
2. Action on 2009-2010 Integration Revenue Plan – pages 67 - 73
3. Action on Community Services Matching Grant Program – pages 74 - 75
4. Action on School Board Policy 505, Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees – pages 76 - 84
5. Action on School Board Policy 904, Distribution of Materials on School District Property by Nonschool Persons – pages 85 - 90
6. Action on School Board Policy 206, Public Participation in School Board Meetings – pages 91 - 97
7. Action on Summer Academy Joint Powers Agreement – pages 98 - 111
8. Action on Project Enhance Grant – pages 112 - 129
9. Action on Student Internship Between Minnesota State University, Mankato and Independent School District #624 – pages 130 - 136

**F. BOARD FORUM**

**G. ADJOURNMENT**

# **A. PROCEDURAL ITEMS**

AGENDA ITEM: Consent Agenda  
MEETING DATE: April 13, 2009  
SUGGESTED DISPOSITION: Procedural Items  
CONTACT PERSON(S): Dr. Michael J. Lovett, Superintendent

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Consent Agenda

- a) Approval of Minutes
- b) Payment of Invoices
- c) Correspondence
- d) Acceptance of Gifts
- e) Field Trip Request(s)
- f) Terminations – Retirements – Resignations
- g) Leaves of Absence
- h) New Personnel

**RECOMMENDATION:**

Approve the items listed on the Consent Agenda.

**UNAPPROVED**  
**INDEPENDENT SCHOOL DISTRICT NO. 624**  
**WHITE BEAR LAKE, MN 55110**

A meeting of the White Bear Lake Area School Board was held on Monday, March 9, 2009 at 7:00 p.m. in Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN

**A. PROCEDURAL ITEMS**

1. Larson called the meeting to order at 7:00p.m.
2. Roll Call- Present: Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker  
Ex-Officio: Lovett  
Cabinet: Present – Daniels, Guenther, Moore, Pope, Thelen, Willcoxon
3. Pledge of Allegiance
4. Motion by Hiniker and seconded by Newberg to approve the agenda as presented. *Voice vote: all ayes. Motion carried.*
5. Motion by Parsons and seconded by Storey to approve the consent agenda consisting of:
  - Approval of minutes of regular meeting February 9 and work-study minutes of February 23;
  - Payment of invoices based on a random sample, all of which met the standards and guidelines as set by the Board;
  - Passage of resolution regarding acceptance of gifts with thank you letters directed to the donors;
  - Approve field trips;
  - Passage of resolution to approve personnel issues to include:
    - Retirements – Classified Staff:  
Roger Mench, Custodian, effective 3/23/09  
Kathleen Schintz, Secondary Bookkeeper, effective 6/30/09  
Bonnie Senger, Physical Therapist, effective 6/12/09
    - Retirements - Certified Staff:  
Lois Benedict, Elementary Teacher, effective 6/12/09  
Mary Gove, Secondary Art Teacher, effective 6/12/09  
Michelle Hueller, Elementary Teacher, effective 6/12/09  
Nancy Robinson, Social Studies Teacher, on medical leave, effective 6/12/09
    - Resignations – Certified Staff:  
Holly Breitenback, Elementary Teacher, effective 6/17/09
    - Unpaid Family Leave – Certified Staff:  
Julie Dorner, Speech Clinician, unpaid from 2/24/09 through 3/06/09
    - Unpaid Child-Care Leave – Certified Staff:  
Angela Tucker, Language Arts Teacher, unpaid from 2/10/09 through 2/27/09  
Samantha Meyer, School Psychologist, .60 f.t.e. leave (.40 f.t.e. position) effective 3/23/09 through 6/17/09
    - New Personnel – Classified Staff:  
Shilo Cardinal, Custodian, effective 3/2/09  
Ryan Kehoe, Custodian, effective 3/2/09

*Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker. Nays none. Motion carried.*

- B. PUBLIC FORUM** – Mr. Keith Warner, a community member from Vadnais Heights, spoke regarding concerns with the proposed athletic turf. Just prior to his speaking, Larson advised that the District will be holding community forums on March 24 and 26 at 6:30 p.m. in Room 112 at the District Center to provide an overview and obtain community input on the various facility partnership opportunities.

**C. INFORMATION ITEMS**

1. Superintendent's Report – Dr. Lovett provided the following information:
  - The February Community e-Newsletter was sent out recently. All who are interested in receiving it can sign-up on the District website where archived copies are also available.
  - School will not be in session the week of March 16-20.
  - Four Sunrise Park Middle School students recently competed in the Twin Cities Regional Science Fair with one student selected to move on to the Minnesota State Science and Engineering Fair.
  - The White Bear Mock Trial Team will compete in the state tournament next week. They are currently undefeated.
  - The White Bear Lake Archery Team recently hosted the second largest one-day archery tournament in Midwest history.
  - Winter sports update.
  - White Bear Lake choirs and bands were well represented at recent Conference, All-Conference and All-State events.

**D. DISCUSSION ITEMS**

1. First Reading of School Board Policy 505, Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees – Changes recommended are consistent with those recommended by the Minnesota School Boards Association and have been reviewed by the School Board Policy Committee.
2. First Reading of School Board Policy 904, Distribution of Materials on School District Property by Nonschool Persons - Changes recommended are consistent with those recommended by the Minnesota School Boards Association and have been reviewed by the School Board Policy Committee.
3. First Reading of School Board Policy 206, Public Participation in School Board Meetings - Changes recommended are consistent with those recommended by the Minnesota School Boards Association and have been reviewed by the School Board Policy Committee.
4. Further Discussion on Facility Partnership Opportunities – Mr. Pete Willcoxon, Executive Director Business Services, provided a presentation and update on four facility partnership opportunities that have surfaced. Mr. Dave Guenther, Director of Community Services and Recreation provided a historical perspective as to why the School District continues to be a major player in community program opportunities. Lastly, Mr. Willcoxon overviewed the process for gathering community input to include two community forums on March 24 and 26 at 6:30 p.m. in room 112 at the District Center.



## E. OPERATIONAL ITEMS

Parsons motioned, Hiniker seconded to combine Operational Items 1-6 into one Board vote.

*Voice vote: All ayes, motioned carried.*

Parsons motioned, Newberg seconded to approve School Board Policy 203.5, School Board meeting Agenda; School Board Policy 204, School Board Meeting Minutes; School Board Policy 210, Conflict of Interest – School Board Members; School Board Policy 506, School Discipline Code; School Board Policy 720, Vending Machines as revised; School Board Policy 802, Disposition of Obsolete Equipment and Material, all as revised. *Voice vote: All ayes, motioned carried.*

7. Swanson motioned, Kimball seconded to approve Tuesday, May 26 as an additional meeting date for a work-study session. *Voice vote: All ayes, motioned carried.*
8. Swanson motioned, Kimball seconded to approve the 2009-10 contract extension with the White Bear Center for the Arts. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker. Nays none. Motion carried.*
9. Newberg motioned, Storey seconded to approve the student teacher agreement with the University of Northern Iowa (UNI). *Voice vote: All ayes, motioned carried.*
- 10.A. Hiniker motioned, Kimball seconded to approve the Hippodrome Dasher Board Replacement bid. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker. Nays none. Motion carried.*
- 10B. Storey motioned, Swanson seconded to approve the Birch Lake Elementary School HVAC bid. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker. Nays none. Motion carried.*
- 10C. Swanson motioned, Newberg seconded to approve the Normandy Park Temperature Control Replacement bid. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker. Nays none. Motion carried.*
- 10D. Hiniker motioned, Storey seconded to approve the District Service Center Temperature Control Replacement bid. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker. Nays none. Motion carried.*
- 10E. Kimball motioned, Parsons seconded to approve the South Campus Special Education HVAC Renovation bid. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker. Nays none. Motion carried.*
11. Parsons motioned, Newberg seconded to approve the Student Expulsion. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson, Hiniker. Nays none. Motion carried.*

## F. BOARD FORUM –

- Swanson provided information on the White Bear Lake Area Educational Foundation Golf Tournament being held on June 29, 2009 at Indian Hills Golf Club. More information is available on the Foundation website.
- Parsons advised of changes in the MSBA Delegate Assembly to include our ability to vote for delegates at our Board meetings and the Assembly will be held on a week-end instead of a Monday with hopes for greater participation.

- Kimball offered best wishes to the Mock Trial team. He also congratulated the Lions on their recent show. The Sunrise Park pasta dinner and fundraiser held this past week was a huge success and he extended thanks on behalf of the Board for the many cards and kind words that were recently sent to Board members in appreciation of their service.

**G. ADJOURNMENT** – Parsons moved, Larson seconded to adjourn the meeting at 8:16 p.m.

Submitted by: Cathy Storey

**INDEPENDENT SCHOOL DISTRICT NO. 624  
WHITE BEAR LAKE, MN 55110**

A Special Meeting of the White Bear Lake School Board was held on Monday, March 23, 2009 at 5:15 p.m. in Room 206 at the District Center, 4855 Bloom Avenue, White Bear Lake, MN 55110.

**A. PROCEDURAL ITEMS**

Larson called the meeting to order at 5:17 p.m.

Roll Call – Present: Kimball, Larson, Newberg, Parsons, Storey, Swanson  
Absent: Hiniker

Ex-Officio: Lovett  
Cabinet: Thelen

**B. OPERATIONAL ITEM**

1. Proposed Student Expulsion – Student “A” - Parsons motioned, Newberg seconded to approve the Student Expulsion. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson. Nays none. Motion carried.*
2. Proposed Student Expulsion – Student “B” - Parsons motioned, Swanson seconded to approve the Student Expulsion. *Roll call vote: Ayes – Kimball, Larson, Newberg, Parsons, Storey, Swanson. Nays none. Motion carried.*

**C. ADJOURNMENT**

Parsons moved; Larson seconded to adjourn the meeting at 5:29 p.m. *Voice vote: All ayes. Motion carried.*

Submitted by: Cathy Storey, Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 624**  
**WHITE BEAR LAKE, MN 55110**

A work-study session of the White Bear Lake Area School Board was held on Monday, March 23, 2009, at 5:30 p.m. in Room 201 at the District Center, 4855 Bloom Avenue, White Bear Lake, MN.

**A. PROCEDURAL ITEMS**

Call To Order - Larson called the meeting to order at 5:38 p.m.

Roll Call – Present: Kimball, Larson, Newberg, Parsons, Storey, Swanson  
Absent: Hiniker

Ex-Officio - Lovett

Cabinet - Daniels, Guenther, Moore, Pope, Thelen, Willcoxon

Communications - Vette

**B. DISCUSSION ITEM**

1. Presentation – East Metro Integration District 6067 and White Bear Lake Integration Plan 2009-2010 – Carl Wahlstrom, Superintendent of EMID District #6067 and Kathy Griebel, Director of Education Services for EMID, presented an overview of the EMID District and its relationship with the White Bear Lake Area School District. This included a listing of participating districts, specifics on the need for and revenue structure of EMID, goals, overview of the EMID schools and the programs and services offered.

Jill Thelen, Director of Schools, presented the proposal for the White Bear Lake Area School District Integration Plan for 2009-2010. This included the mission, funding, plan rubric, student programs, examples of partnerships, building allocations for programs and the equity and integration staff.

2. Discussion of Elementary School Social Studies – Cindy Moore, Director of Curriculum and Assessment, and her team of Social Studies Curriculum Leaders, Debra Thibault, Jane Jahnke, Jeannie Mack and Sally Parsons along with Anne Malwitz, Staff Development, presented an overview of the proposed selected social studies curriculum. They overviewed the purpose and key elements of a framework, program components and also an explanation of Authentic Intellectual Work (AIW). Their in-depth work led them to the selection of the Social Studies Alive! curriculum. The recommendation for the adoption of the new Social Studies curriculum will be on the April School Board agenda for action.
3. Facility Update and Planning – Dr. Lovett and Pete Willcoxon, Executive Director of Business Services, presented an update on recent conversations with potential facility partners to include the Y Partners and the Vadnais Heights Recreational Facility. The White Bear Basketball Association has indicated their

desire to no longer be involved in discussions with the District. The athletic turf proposal was also discussed. The format for the upcoming Community Forums was reviewed. These forums will be held on March 24 and March 26 at 6:30 p.m. in District Center room 112.

- C. **ADJOURNMENT** - Parsons moved; Larson seconded to adjourn the meeting at 8:37 p.m. Voice vote: *All ayes. Motion carried.*

Submitted by: Cathy Storey, Clerk

Consent Agenda Item A-5(b)  
April 13, 2009  
School Board Meeting

AGENDA ITEM: Monthly Check Registers  
MEETING DATE: April 13, 2009  
SUGGESTED DISPOSITION: Consent Agenda  
CONTACT PERSON(S): Pete Willcoxon Sr., Executive Director of Business Services  
Mary Vaske, Accountant

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**Background:**

Enclosed in this packet are the monthly check registers for the previous period.

**Recommendation:**

Administration recommends that the Board approve the payments itemized in the check registers.

# **White Bear Lake Area Schools** **Electronic Transfers - March**

	<u>3/13/2009</u>	<u>3/31/2009</u>
Direct Deposit 234899-236226	1,416,351.28	
U.S. Treasury (FICA, Medicare, withholding)	521,479.50	
MN State Income Tax	79,221.39	
WI State Income Tax	3,277.75	
PERA	82,103.05	
TRA	165,936.94	
White Bear Lake Teacher's Association	24,651.39	
Direct Deposit 236227-237590		1,434,946.99
U.S. Treasury (FICA, Medicare, withholding)		527,749.30
MN State Income Tax		79,885.60
WI State Income Tax		3,320.36
PERA		83,176.46
TRA		166,801.00
White Bear Lake Teacher's Association		24,602.99

Check Nbr	Vendor Name	Check Date	Check Amount
349454	US BANK	04/06/2009	1,434.23
1	Computer	Check(s) For a Total of	1,434.23



	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	1	Computer	Checks For a Total of	1,434.23
Total For	1	Manual, Wire Tran, ACH & Computer Checks		1,434.23
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		1,434.23

Check Nbr	Vendor Name	Check Date	Check Amount
348999	A STEP AHEAD CUSTOM EMBROIDERY	04/02/2009	600.00
349000	AARP DRIVER SAFETY PROGRAM	04/02/2009	302.00
349001	AARP DRIVER SAFETY PROGRAM	04/02/2009	448.00
349002	AARP DRIVER SAFETY PROGRAM	04/02/2009	394.00
349003	AARP DRIVER SAFETY PROGRAM	04/02/2009	276.00
349004	ABILITATIONS	04/02/2009	145.03
349005	ACAPULCO RESTAURANTE MEXICANO	04/02/2009	310.42
349006	ACTIVE GOLF TRAINING	04/02/2009	2,025.00
349007	ADAMS LINDA	04/02/2009	28.89
349008	ADEBESI, BUSAYO	04/02/2009	15.00
349009	AMAZON	04/02/2009	106.55
349010	AMAZON	04/02/2009	78.80
349011	AMERICAN DIETETIC ASSOCIATION	04/02/2009	216.00
349012	AMPCO SYSTEM PARKING	04/02/2009	17.00
349013	ANFANG SALLY G	04/02/2009	169.83
349014	APPLE COMPUTER INC	04/02/2009	69.00
349015	APPLIED ENVIRONMENTAL SCI INC	04/02/2009	5,198.54
349016	Vendor Continued Check	04/02/2009	0.00
349017	ARCADE ASPHALT CO	04/02/2009	9,100.00
349018	AREA LEARNING CENTER (ALC)	04/02/2009	291.84
349019	ARMSTRONG LINDA L	04/02/2009	63.18
349020	ARROWWOOD RESORT AND CONFERENC	04/02/2009	168.27
349021	ASCHEMAN, CHARLOTTE M	04/02/2009	58.45
349022	ASSOC FOR SUPERVISION & CURRIC	04/02/2009	49.00
349023	AT & T MOBILITY	04/02/2009	1,407.62
349024	AUTISM ASPERGER PUBLISHING CO	04/02/2009	187.65
349025	BAD WOLF PRESS	04/02/2009	78.50
349026	BANERDT BARBARA A	04/02/2009	185.35
349027	Vendor Continued Check	04/02/2009	0.00
349028	BARNES & NOBLE	04/02/2009	1,950.65
349029	BARNES & NOBLE.COM	04/02/2009	144.02
349030	BARNHART PERCUSSION SERVICES	04/02/2009	88.00
349031	BARTH, CARRIE M	04/02/2009	179.10
349032	BATTERIES PLUS	04/02/2009	19.99
349033	BAUER BUILT INC	04/02/2009	1,305.54
349034	BEACON ATHLETICS	04/02/2009	1,798.00
349035	BEAUPRE, JAMES	04/02/2009	4.21
349036	BERNARD FOOD INDUSTRIES INC	04/02/2009	1,741.95
349037	BERNARD BUS COMPANIES	04/02/2009	1,595.00
349038	HSBC BUSINESS SOLUTIONS	04/02/2009	481.34
349039	HSBC BUSINESS SOLUTIONS	04/02/2009	75.41
349040	BIGHAM, DAVID	04/02/2009	141.00
349041	BIOCLEAN MOBILE WASH INC	04/02/2009	452.45
349042	BLANK SHIRTS	04/02/2009	653.75
349043	BLICK ART MATERIALS	04/02/2009	684.61
349044	BOHN LINDA K	04/02/2009	39.97
349045	BOND TRUST SERV CORPORATION	04/02/2009	450.00
349046	NADIA LILY SANCHEZ BONITA	04/02/2009	400.00
349047	BOWERMASTER TRACI	04/02/2009	453.82
349048	BOYER TRUCKS	04/02/2009	616.94

Check Nbr	Vendor Name	Check Date	Check Amount
349049	BRABEC, SARA A	04/02/2009	49.93
349050	BRAZIL RESOURCE CO	04/02/2009	300.00
349051	BRIGHT APPLE	04/02/2009	149.96
349052	THE BUG COMPANY	04/02/2009	32.00
349053	BURNS, THERESA	04/02/2009	145.50
349054	BURRIS, LEANN K	04/02/2009	96.25
349055	BW T&F ENTERPRISES LLP	04/02/2009	184.00
349056	CABAK, JORDAN	04/02/2009	300.00
349057	CADY CHARLENE	04/02/2009	141.35
349058	CANAL PARK LODGE	04/02/2009	111.88
349059	CANAL PARK LODGE	04/02/2009	111.88
349060	CARLSON, NANCY ANN	04/02/2009	673.80
349061	CAROLINA BIOLOGICAL SUPPLY	04/02/2009	509.81
349062	CARTRIDGE CARE	04/02/2009	99.00
349063	CASIE	04/02/2009	2,760.00
349064	CCP INDUSTRIES INC	04/02/2009	210.35
349065	CDW GOVERNMENT INC	04/02/2009	1,650.58
349066	CENTURY COLLEGE	04/02/2009	500.00
349067	CHAMPION YOUTH	04/02/2009	682.50
349068	CHAPLIN, BETHANY ELLA	04/02/2009	39.00
349069	THE CHILDREN'S THEATRE COMPANY	04/02/2009	587.75
349070	CHILDREN'S HEALTH MARKET INC	04/02/2009	4,646.40
349071	CHRIST THE KING LUTHERAN CHURC	04/02/2009	200.00
349072	CITI-CARGO & STORAGE CO INC	04/02/2009	285.00
349073	CLASSROOMDIRECT	04/02/2009	27.90
349074	CLEVELAND MUSEUM OF NATURAL HI	04/02/2009	360.00
349075	CLOQUET HIGH SCHOOL	04/02/2009	150.00
349076	COCA-COLA BOTTLING MIDWEST CO	04/02/2009	8,210.88
349077	CONSOLIDATED WELDING SUPPLY CO	04/02/2009	168.67
349078	CONTINENTAL CLAY CO	04/02/2009	918.99
349079	CONTINENTAL RESEARCH CORP	04/02/2009	351.01
349080	Vendor Continued Check	04/02/2009	0.00
349081	COPY IMAGES INC	04/02/2009	18,262.48
349082	Vendor Continued Check	04/02/2009	0.00
349083	Vendor Continued Check	04/02/2009	0.00
349084	COPY IMAGES INC	04/02/2009	622.66
349085	CORPORATE EXPRESS	04/02/2009	106.31
349086	CUB FOODS OF WHITE BEAR TWSHP	04/02/2009	767.22
349087	CUMMINS NPOWER LLC	04/02/2009	981.11
349088	DAHLE, ANALISA	04/02/2009	70.00
349089	DAHLEM TERESA	04/02/2009	531.35
349090	Vendor Continued Check	04/02/2009	0.00
349091	Vendor Continued Check	04/02/2009	0.00
349092	Vendor Continued Check	04/02/2009	0.00
349093	Vendor Continued Check	04/02/2009	0.00
349094	DALCO CORPORATION	04/02/2009	10,087.11
349095	DARTS VMS INC	04/02/2009	948.15
349096	DAY-TIMERS INC	04/02/2009	21.44
349097	DCX LLC (TORNADO SLUSH)	04/02/2009	460.00
349098	DECKER, JOAN	04/02/2009	80.11

Check Nbr	Vendor Name	Check Date	Check Amount
349099	DELTA EDUCATION	04/02/2009	17.50
349100	DELTA DENTAL PLAN OF MN	04/02/2009	60,455.50
349101	DESIGN TRANSFORMATIONS	04/02/2009	192.50
349102	DESMET KELLY	04/02/2009	95.59
349103	DIPPEL SUSAN	04/02/2009	48.00
349104	DISCOUNT SCHOOL SUPPLY	04/02/2009	60.85
349105	DISH NETWORK	04/02/2009	923.64
349106	DOLD, MARK	04/02/2009	141.00
349107	DUEBER, JEFFREY	04/02/2009	125.00
349108	E.L. REINHARDT COMPANY INC	04/02/2009	264.30
349109	EAGAN CITY OF PARKS & REC	04/02/2009	225.00
349110	EARL F ANDERSEN INC	04/02/2009	2,054.30
349111	ECOLAB	04/02/2009	3,135.27
349112	EDUCATION TO GO	04/02/2009	57.25
349113	EDUTEK MIDWEST	04/02/2009	210.00
349114	ELECTRIC MOTOR REPAIR	04/02/2009	847.48
349115	ENGSTRAN PAUL	04/02/2009	40.00
349116	ENVIRO TECH REMEDIATION SERV	04/02/2009	4,990.77
349117	ENVIROBATE METRO	04/02/2009	274.44
349118	EPA AUDIO VISUAL INC	04/02/2009	1,064.00
349119	EVERT ELIZABETH	04/02/2009	326.60
349120	FASTENAL COMPANY	04/02/2009	1,011.34
349121	FEDEX	04/02/2009	37.94
349122	FERRELLGAS	04/02/2009	81.01
349123	FERRON ELAINE	04/02/2009	17.10
349124	FESTIVAL FOODS-KNOWLAN'S	04/02/2009	994.23
349125	FIRST STUDENT INC	04/02/2009	7,988.41
349126	FISHER PHILLIP E	04/02/2009	476.85
349127	FITZGERALD, HEIDI	04/02/2009	141.00
349128	FITZSIMMONS WENDY SUE	04/02/2009	54.79
349129	FLINN SCIENTIFIC CO	04/02/2009	132.84
349130	FOLLETT LIBRARY RESOURCES	04/02/2009	414.19
349131	FOREIGN CANDY COMPANY INC	04/02/2009	309.44
349132	FRENCH, ROGER F	04/02/2009	247.00
349133	FRUCHI	04/02/2009	120.00
349134	G B HANSON GRAPHICS	04/02/2009	63.90
349135	GAMBONI, RICHARD A	04/02/2009	120.00
349136	GARDEN & ASSOCIATES INC	04/02/2009	150.00
349137	GC PETERSON MACHINERY CO INC	04/02/2009	57.11
349138	GE MONEY BANK	04/02/2009	354.61
349139	GE MONEY BANK	04/02/2009	212.69
349140	GENERAL SECURITY SERVICES CORP	04/02/2009	140.00
349141	GENERAL BINDING CORPORATION (G	04/02/2009	416.43
349142	GERTEN, JIM	04/02/2009	72.00
349143	GIBSON, ADAM	04/02/2009	250.00
349144	GILLUND ENTERPRISES	04/02/2009	323.32
349145	GOPHER STAGE LIGHTING	04/02/2009	3,508.25
349146	Vendor Continued Check	04/02/2009	0.00
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349149	Vendor Continued Check	04/02/2009	0.00
349150	GRAINGER	04/02/2009	5,783.77
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349152	GRANGER, SHANE	04/02/2009	141.00
349153	GRATZ MICHELLE C	04/02/2009	78.90
349154	GRAY, DONALD E	04/02/2009	20.00
349155	GREAT AMER OPPORTUNITIES INC	04/02/2009	1,056.00
349156	GREATAMERICA LEASING CORP	04/02/2009	324.45
349157	GREEN, BARBARA J	04/02/2009	347.33
349158	GRIPENTROG TRACY	04/02/2009	177.60
349159	GRITZMACHER SHAWN	04/02/2009	198.37
349160	GROCHOWSKI RICHARD A	04/02/2009	40.00
349161	GROPPOLI, KADI L	04/02/2009	129.05
349162	GROTH MUSIC CO	04/02/2009	68.65
349163	HALL, HAILEY	04/02/2009	130.00
349164	HALLBERG ENGINEERING	04/02/2009	6,569.69
349165	HAMMEKEN, GRACIELA E	04/02/2009	64.99
349166	HANDY HITCH & WELDING CO INC	04/02/2009	1,038.18
349167	HANSON MARILYN	04/02/2009	259.60
349168	HARDWARE DISTRIBUTORS LTD	04/02/2009	443.99
349169	HARRIMAN GRETCHEN	04/02/2009	540.01
349170	HARTMAN, TRICIA M	04/02/2009	387.00
349171	HARVARD EDUCATION LETTER	04/02/2009	48.75
349172	HEALTHPARTNERS	04/02/2009	1,107,562.65
349173	HENNEN, ELIZABETH C	04/02/2009	73.16
349174	HERITAGE FESTIVALS	04/02/2009	14,070.00
349175	HILLYARD INC MINNEAPOLIS	04/02/2009	107.59
349176	HINES, PAUL T	04/02/2009	95.00
349177	HODD ROY	04/02/2009	159.80
349178	HOGLUND BUS AND TRUCK CO	04/02/2009	1,178.36
349179	HOLIDAY INN EXPRESS & SUITES	04/02/2009	445.05
349180	HOLMES, JEFF	04/02/2009	337.50
349181	HOLTZ, STEVEN	04/02/2009	520.00
349182	HOME DEPOT CREDIT SERVICES	04/02/2009	180.34
349183	HOPKINS, JULIE C	04/02/2009	90.09
349184	HOUGHTON MIFFLIN HARCOURT	04/02/2009	1,426.00
349185	HSBC BUSINESS SOLUTIONS	04/02/2009	220.77
349186	HSBC BUSINESS SOLUTIONS	04/02/2009	32.08
349187	HUGO MILL OUTDOOR POWER	04/02/2009	203.47
349188	HUNSTIGER, JAKE	04/02/2009	130.00
349189	IBARMS	04/02/2009	705.00
349190	IBARMS	04/02/2009	1,410.00
349191	INDUSTRIAL DOOR CO INC	04/02/2009	549.74
349192	INNOVATION LINE	04/02/2009	361.89
349193	INSTITUTE FOR MULTI SENSORY ED	04/02/2009	149.27
349194	INTEGRA TELECOM	04/02/2009	775.00
349195	INTL BACCALAUREATE NORTH AMERI	04/02/2009	5,000.00
349196	INTL READING ASSOC	04/02/2009	69.00
349197	IRONDALE HIGH SCHOOL	04/02/2009	215.79
349198	ISD #11 ANOKA HENNEPIN	04/02/2009	35.00

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349199	ISD #623 ROSEVILLE AREA SCHOOL	04/02/2009	9,962.52
349200	ISD #834 STILLWATER AREA SCHOO	04/02/2009	94.90
349201	ISON, WILLIAM R	04/02/2009	208.55
349202	JACOBS, HEATHER A	04/02/2009	97.65
349203	JACOBSON-SCHMIDT, MARSHA A	04/02/2009	54.00
349204	JOHN MERGES LICSW	04/02/2009	1,050.20
349205	JOHNSON AMY	04/02/2009	156.75
349206	JOHNSON, JONI	04/02/2009	25.00
349207	JOHNSON, VIRGINIA C	04/02/2009	751.80
349208	JW PEPPER & SON INC	04/02/2009	399.96
349209	KATH COMPANIES	04/02/2009	14,921.34
349210	KAY CAROLYN	04/02/2009	2,098.79
349211	KIMBALL MIDWEST	04/02/2009	96.22
349212	KINDLIEN, CYNTHIA J	04/02/2009	225.05
349213	KITTELSON LOU ANN	04/02/2009	29.70
349214	KITTS HARRY	04/02/2009	249.40
349215	KLOOZ, GAYLE	04/02/2009	900.00
349216	KOECKERITZ JEANNE	04/02/2009	195.37
349217	KOVACICH DAN	04/02/2009	206.46
349218	KOWALSKI'S MARKET	04/02/2009	125.77
349219	KRAUS ANDERSON CONSTRUCTION CO	04/02/2009	5,856.00
349220	KUEMMEL JANEEN	04/02/2009	42.71
349221	LAKE COUNTRY BOOKSELLERS	04/02/2009	33.58
349222	LAKELAND DOOR AND CONTRACTING	04/02/2009	752.00
349223	LAKES COUNTRY SERVICE COOP	04/02/2009	139.00
349224	LAKESHORE LEARNING STORE	04/02/2009	123.22
349225	LAKESHORE LEARNING MATERIALS	04/02/2009	263.11
349226	LAMWERS, LINDSAY M	04/02/2009	129.14
349227	LARSEN EMILY	04/02/2009	160.00
349228	LAW, DAVID W	04/02/2009	30.89
349229	LAWSON PRODUCTS INC	04/02/2009	222.27
349230	LER XENG ASSOC INC	04/02/2009	170.50
349231	LHB INC	04/02/2009	755.17
349232	LIBRARY STORE INC	04/02/2009	43.13
349233	LIGHTING PLASTICS OF MN INC	04/02/2009	63.60
349234	LINCOLN ELEMENTARY PTA	04/02/2009	257.00
349235	LINGUISYSTEMS INC	04/02/2009	74.90
349236	L T G POWER EQUIPMENT	04/02/2009	15.38
349237	LUBY CONNOR	04/02/2009	15.00
349238	LYONS, JODY L	04/02/2009	302.71
349239	M&N INTL	04/02/2009	6.26
349240	MACKIN LIBRARY MEDIA	04/02/2009	230.45
349241	MADISON NATIONAL LIFE INS CO I	04/02/2009	54,324.47
349242	MANKE KATHLEEN	04/02/2009	61.00
349243	MANNI SCOTT	04/02/2009	95.70
349244	MARTINSON KARA	04/02/2009	94.32
349245	MATTAI SUSAN	04/02/2009	36.48
349246	MAYER, ANTHONY G	04/02/2009	85.65
349247	MCCALL MAUREEN E	04/02/2009	104.50
349248	Vendor Continued Check	04/02/2009	0.00

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349249	MC DONOUGH'S WATERJETTING AND	04/02/2009	6,455.50
349250	MCEA	04/02/2009	58.00
349251	MCGINLEY MYERS, NANCY J	04/02/2009	57.75
349252	MCGRAW TIM	04/02/2009	199.36
349253	MEDALLION ELECTRIC	04/02/2009	150.00
349254	MEDTOX LABORATORIES	04/02/2009	343.58
349255	MERHAR BRIAN	04/02/2009	2,101.20
349256	MERZER SHEILA M.A.	04/02/2009	250.00
349257	METRO ECSU	04/02/2009	705.00
349258	METRO ECSU	04/02/2009	75.00
349259	METRO ECSU	04/02/2009	1,560.00
349260	METRO MEALS ON WHEELS	04/02/2009	100.00
349261	METRO PRINTER SERVICES	04/02/2009	20.00
349262	METROPOLITAN PRINCIPALS ACADEM	04/02/2009	175.00
349263	MEUWISSEN PAUL	04/02/2009	149.10
349264	MEYER, SAMANTHA	04/02/2009	61.34
349265	MIDAMERICA BOOKS	04/02/2009	45.90
349266	MIDWEST BUS PARTS INC	04/02/2009	1,270.10
349267	MINVALCO INC	04/02/2009	2,621.45
349268	MN ASSOC OF SCH BUSINESS OFFIC	04/02/2009	100.00
349269	MN ASSOC FOR CHILDREN'S MENTAL	04/02/2009	1,605.00
349270	MN DEPT OF EDUCATION	04/02/2009	15.00
349271	MN DEPT OF HEALTH	04/02/2009	120.00
349272	MN ELEVATOR INC	04/02/2009	269.73
349273	MN MOBILE TELEPHONE CO INC	04/02/2009	99.00
349274	MN NAME	04/02/2009	80.00
349275	MN NCPERS LIFE INSURANCE	04/02/2009	592.00
349276	MN NURSERY AND LANDSCAPING ASS	04/02/2009	149.00
349277	MN SCIENCE TEACHERS ASSOC	04/02/2009	254.00
349278	MN STATE HIGH SCHOOL LEAGUE	04/02/2009	15.00
349279	MONTANARI, ROMINA	04/02/2009	550.00
349280	MOORE MEDICAL LLC	04/02/2009	113.29
349281	MOORHEAD MACHINERY & BOILER CO	04/02/2009	907.00
349282	MOUNDS VIEW HIGH SCHOOL	04/02/2009	120.00
349283	MR Z'S	04/02/2009	1,863.98
349284	MURPHY LYNNE	04/02/2009	70.00
349285	NAEYC-NATL ASSN FOR THE	04/02/2009	36.50
349286	NASVIK CRAIG S	04/02/2009	127.05
349287	NATL ASSOC OF STUDENT COUNCILS	04/02/2009	85.00
349288	NATL COUNCIL FOR THE SOCIAL ST	04/02/2009	301.32
349289	NATL COUNCIL FOR THE SOCIAL ST	04/02/2009	70.00
349290	NCS PEARSON INC	04/02/2009	178.08
349291	NELSON, DON	04/02/2009	125.00
349292	NEOPOST LEASING	04/02/2009	159.99
349293	NEW VISION PRINTING	04/02/2009	1,511.25
349294	NEXT DAY GOURMET/SUPERIOR PROD	04/02/2009	86.49
349295	NEXTEL COMMUNICATIONS	04/02/2009	1,109.12
349296	NIXON, CATHERINE AYANO	04/02/2009	280.00
349297	NORTH CENTRAL TRUCK EQUIPMENT	04/02/2009	739.23
349298	NORTHEAST METRO INTERMEDIATE D	04/02/2009	49,512.24

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349299	NORTHERN VOICES	04/02/2009	8,301.60
349300	NORTHLAND PRAIRIE INN	04/02/2009	1,305.95
349301	NORTHSTAR ACCESS	04/02/2009	1,384.83
349302	NOW MICRO INC	04/02/2009	167.00
349303	NOWAK, JEFFREY W	04/02/2009	138.20
349304	NANCY A NUTTING	04/02/2009	900.00
349305	O'REILLY AUTOMOTIVE INC	04/02/2009	2,154.22
349306	OFFICE DEPOT	04/02/2009	154.67
349307	OFFICE MAX	04/02/2009	222.97
349308	OLSEN, ARLYSS	04/02/2009	17.00
349309	OLSEN FIRE PROTECTION	04/02/2009	209.00
349310	OLSON DAVID	04/02/2009	199.84
349311	OLSON LISA	04/02/2009	82.63
349312	OLSON LOIS J	04/02/2009	75.00
349313	OLYMPIC COMMUNICATIONS, INC.	04/02/2009	142.50
349314	ORANGE TREE EMPLOYMENT SCREENI	04/02/2009	409.35
349315	ORTHAUS, SARA L	04/02/2009	133.10
349316	OXYGEN SERVICE CO INC	04/02/2009	15.96
349317	PAI, ANANTH P	04/02/2009	340.00
349318	PAPA MURPHY'S	04/02/2009	114.85
349319	PARTS MIDWEST INC	04/02/2009	38.97
349320	PARTS NOW ! LLC	04/02/2009	190.70
349321	PCI EDUCATIONAL PUBLISHING	04/02/2009	639.07
349322	PEARSON MECHANICAL SERVICES IN	04/02/2009	4,374.10
349323	PETERSON BROS ROOFING & CONST	04/02/2009	31,373.61
349324	PETERSON WAYNE	04/02/2009	85.80
349325	PETTY CASH	04/02/2009	119.80
349326	PIERRE CHRISTINA	04/02/2009	139.16
349327	PITNEY BOWES PURCHASE POWER	04/02/2009	1,518.99
349328	PITNEY BOWES PURCHASE POWER	04/02/2009	206.99
349329	PITNEY BOWES INC	04/02/2009	17.95
349330	PLASTER MARK A	04/02/2009	111.64
349331	POKORNY MARY	04/02/2009	78.15
349332	POLAR CHEVROLET MAZDA	04/02/2009	9.31
349333	POSTMASTER	04/02/2009	84.00
349334	POSTMASTER	04/02/2009	1,277.00
349335	POSTMASTER	04/02/2009	84.00
349336	PRESIDENTS CHALLENGE	04/02/2009	10.50
349337	PRESS PUBLICATIONS	04/02/2009	664.75
349338	PRESSELLER TRACY	04/02/2009	125.80
349339	PROFESSIONAL BINDING PROD INC	04/02/2009	137.40
349340	PROJECT CENTRAL HARDWARE & REN	04/02/2009	21.49
349341	PROJECTUS	04/02/2009	1,622.10
349342	PROMETRIC	04/02/2009	28.00
349343	PRZYBYLSKI, ZACH	04/02/2009	250.00
349344	PYLKAS-BOCK KELLY	04/02/2009	33.45
349345	PYRAMID EDUC CONSULTANTS	04/02/2009	54.00
349346	RAIDER GRAPHIX	04/02/2009	558.00
349347	RATLIFF GERALD	04/02/2009	62.15
349348	REASON	04/02/2009	29.00



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349349	REINHART FOOD SERVICE	04/02/2009	1,957.80
349350	REMEDIA PUBLICATIONS	04/02/2009	148.27
349351	RENAISSANCE LEARNING INC	04/02/2009	196.46
349352	RESEARCH PRESS CO INC	04/02/2009	65.30
349353	RESERVE ACCOUNT	04/02/2009	5,000.00
349354	RIGHTWAY GLASS INC	04/02/2009	284.64
349355	ROCKFORD, KRISTY	04/02/2009	350.00
349356	ROSS, KYLE	04/02/2009	141.00
349357	ROW-LOFF PRODUCTIONS	04/02/2009	52.00
349358	RS EDEN	04/02/2009	95.00
349359	RUEBL CELESTE	04/02/2009	81.30
349360	S & T OFFICE PRODUCTS INC	04/02/2009	272.50
349361	SAFEWAY DRIVING SCHOOL	04/02/2009	7,440.00
349362	SALEM PRESS INC	04/02/2009	291.00
349363	SAM'S CLUB	04/02/2009	239.09
349364	SAM'S CLUB	04/02/2009	78.79
349365	SAM'S CLUB	04/02/2009	59.66
349366	SANDSTROM, MARY PAT	04/02/2009	17.00
349367	SCAN AIR FILTER INC	04/02/2009	854.97
349368	SCHERTZ CLETUS	04/02/2009	93.50
349369	SCHLUENDER, LINDA	04/02/2009	77.23
349370	SCHOLASTIC BOOK CLUBS INC	04/02/2009	213.00
349371	SCHOOL PROJECT	04/02/2009	4,264.80
349372	SCHREDER, NANCY	04/02/2009	150.00
349373	SCHWALBE, ANNE L	04/02/2009	22.68
349374	SCHWARTZMAN, BRUCE ROBERT	04/02/2009	4,345.00
349375	SEBCO BOOKS	04/02/2009	506.28
349376	SECURITAS SEC SVCS USA INC	04/02/2009	2,914.56
349377	SEHR DEBRA	04/02/2009	30.80
349378	SELECT ACCOUNT	04/02/2009	885.00
349379	SENGER CONNIE	04/02/2009	171.47
349380	SHAFFER TERESA	04/02/2009	163.28
349381	SIEBENALER, KEVIN R	04/02/2009	41.25
349382	SIMONCIC, DOROTHY L	04/02/2009	145.64
349383	SIMPLEXGRINNELL LP	04/02/2009	3,014.56
349384	SKYWARD INC	04/02/2009	480.00
349385	SNAP ON TOOLS	04/02/2009	234.20
349386	SOLDINI, MARIANA	04/02/2009	600.00
349387	SOLTYS, WILLIAM T	04/02/2009	45.26
349388	SORENSEN REBECCA	04/02/2009	250.00
349389	SOUNDBYTES	04/02/2009	326.95
349390	SPANISH SPECIALISTS AND CONSUL	04/02/2009	380.00
349391	SPECIALTY PROMOTIONS	04/02/2009	495.00
349392	SPECIAL ED RULES	04/02/2009	599.25
349393	ST JOSEPH EQUIPMENT INC	04/02/2009	78.30
349394	STAHN, CATHERINE	04/02/2009	134.00
349395	STATE SUPPLY CO	04/02/2009	445.12
349396	STIRLING CONNIE	04/02/2009	101.88
349397	STRATEGIC EQUIP & SUPPLY CORP	04/02/2009	3,475.00
349398	STREAMLINE DESIGN INC	04/02/2009	338.00

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349399	STUDENT SUPPLY	04/02/2009	566.09
349400	SUBURBAN/GREEN & WHITE TAXI	04/02/2009	55.42
349401	SURVEYMONKEY.COM	04/02/2009	200.00
349402	SWANSON CARMEN	04/02/2009	613.60
349403	TAHER INC	04/02/2009	4,895.00
349404	TAMARACK NATURE CENTER	04/02/2009	193.50
349405	TARTAN HIGH SCHOOL	04/02/2009	100.00
349406	TEACHERS SCHOOL SUPPLY	04/02/2009	1,468.31
349407	TECHNICAL VIDEO INC	04/02/2009	155.00
349408	THINK SOCIAL PUBLISHING INC	04/02/2009	143.70
349409	THREE RIVERS PARK DISTRICT	04/02/2009	83.85
349410	THYSSENKRUPP ELEVATOR CORP	04/02/2009	539.32
349411	TIERNEY BROTHERS INC	04/02/2009	1,655.03
349412	TIME FOR KIDS	04/02/2009	154.70
349413	TOSHIBA FINANCIAL SERVICES	04/02/2009	111.00
349414	TOUCHSYSTEMS	04/02/2009	20.00
349415	TRANS-MISSISSIPPI BIO SUPPLY	04/02/2009	76.85
349416	TREND ENTERPRISES INC	04/02/2009	97.66
349417	TRIARCO	04/02/2009	204.48
349418	TURFWERKS INC	04/02/2009	731.25
349419	TWIN CITY JANITOR SUPPLY CO	04/02/2009	837.50
349420	TWIN CITIES TRANSPORT & RECOVER	04/02/2009	200.00
349421	U.S. ENERGY SERVICES INC	04/02/2009	159,645.57
349422	UCARE MINNESOTA	04/02/2009	244.00
349423	UNDER ONE ROOF	04/02/2009	53.04
349424	UNITED ELECTRIC	04/02/2009	39.68
349425	UNITED STATES POSTAL SERVICE (	04/02/2009	3,000.00
349426	UNIVERSITY OF MINNESOTA	04/02/2009	2,002.00
349427	UNIV OF MN	04/02/2009	595.00
349428	UNIVERSITY OF ST THOMAS	04/02/2009	90.00
349429	US BANK	04/02/2009	150.00
349430	USSELMAN, LEAH T	04/02/2009	35.81
349431	VAIL, ANNE B	04/02/2009	160.03
349432	VERIZON WIRELESS	04/02/2009	672.50
349433	VETTE, MARISA AA	04/02/2009	921.57
349434	VIKING INDUSTRIAL CENTER	04/02/2009	121.95
349435	VILLWOCK ROBYN	04/02/2009	18.38
349436	WALLIN, CHRISTOPHER J	04/02/2009	230.19
349437	WALLIN DAWN	04/02/2009	200.00
349438	WALTERS REBUILDERS	04/02/2009	859.85
349439	WHITE BEAR CENTER FOR THE ARTS	04/02/2009	598.00
349440	WHITE BEAR DODGE	04/02/2009	945.50
349441	WHITE BEAR EVENTS	04/02/2009	70.00
349442	WHITE BEAR GLASS INC	04/02/2009	65.04
349443	WHITE BEAR LOCKSMITH INC	04/02/2009	76.25
349444	WHITE BEAR SHOPPING CTR INC	04/02/2009	3,439.00
349445	WEST METRO EDUC PROGRAM	04/02/2009	495.00
349446	WET PAINT	04/02/2009	385.34
349447	WILDLIFE SCIENCE CENTER	04/02/2009	875.00
349448	WILLIAM V MACGILL & CO	04/02/2009	564.95

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349449	WILLIAMS JOANN	04/02/2009	19.00
349450	WILLIAMS, LAURA L	04/02/2009	169.00
349451	WOODWARD ACADEMY	04/02/2009	6,966.00
349452	YANG-XIONG MALIA	04/02/2009	70.08
349453	ZELLER, BERNADETTE L	04/02/2009	38.90

455	Computer	Check(s) For a Total of	1,814,028.67
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342892	LUBY CONNOR	04/02/2009	15.00
346237	MEYER, SAMANTHA	04/02/2009	61.34
347856	EAGAN CITY OF PARKS & REC	04/02/2009	180.00
348561	SPIRIT MOUNTAIN	04/02/2009	1,910.66
348828	LAZER TEK SERVICES	04/02/2009	38.90
5	Void	Check(s) For a Total of	2,205.90

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	455	Computer	Checks For a Total of	1,814,028.67
Total For	455	Manual, Wire Tran, ACH & Computer	Checks	1,814,028.67
Less	5	Voided	Checks For a Total of	2,205.90
			Net Amount	1,811,822.77

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348967	AIG	03/26/2009	8,743.41
348968	AMERICAN FUNDS	03/26/2009	64,766.86
348969	AMERICAN UNITED LIFE	03/26/2009	39,765.58
348970	AMERIPRISE	03/26/2009	9,610.53
348971	AXA EQUITABLE	03/26/2009	7,338.51
348972	ECMC	03/26/2009	182.05
348973	EDUCATION MN ESI BILLING TRUST	03/26/2009	21,067.41
348974	FRATTALONES HARDWARE STORES	03/26/2009	561.40
348975	GE MONEY BANK	03/26/2009	31.40
348976	GREATER TWIN CITIES UNITED WAY	03/26/2009	293.00
348977	IUOE #70	03/26/2009	1,953.49
348978	JOHNSON CONTROLS INC	03/26/2009	6,329.85
348979	MARCROFT PATRICIA L	03/26/2009	56.56
348980	METROPOLITAN LIFE	03/26/2009	3,404.24
348981	MN CHILD SUPPORT	03/26/2009	1,846.69
348982	MN ENVIRONMENTAL FUND	03/26/2009	137.50
348983	ORCHARD TRUST COMPANY	03/26/2009	4,535.88
348984	ORPHEUM THEATRE	03/26/2009	612.00
348985	PITNEY BOWES PURCHASE POWER	03/26/2009	43.66
348986	RESTOCKIT.COM	03/26/2009	246.05
348987	THE ROSE LAW FIRM, PLLC	03/26/2009	37.93
348988	SCHOOL SERVICE EMPLOYEES	03/26/2009	5,605.49
348989	SUBURBAN FLOOR COVERING	03/26/2009	11,822.00
348990	TRI STATE BOBCAT	03/26/2009	307.32
348991	TRIO SUPPLY COMPANY	03/26/2009	13,550.06
348992	UNITED ELECTRIC	03/26/2009	28.80
348993	UNITED STATES TREASURY	03/26/2009	78.79
348994	US DEPT OF EDUCATION	03/26/2009	260.28
348995	VANGUARD SMALL BUSINESS SERVIC	03/26/2009	18,380.66
348996	VIKING ELECTRIC SUPPLY	03/26/2009	7,341.41
348997	WBLA EDUCATIONAL FOUNDATION	03/26/2009	488.50
348998	XCEL ENERGY	03/26/2009	73,736.84

32 Computer Check(s) For a Total of 303,164.15

Check Nbr	Vendor Name	Check Date	Check Amount
340983	MARCROFT PATRICIA L	03/26/2009	56.56
1	Void	Check(s) For a Total of	56.56

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	32	Computer	Checks For a Total of	303,164.15
Total For	32	Manual, Wire Tran, ACH & Computer	Checks	303,164.15
Less	1	Voided	Checks For a Total of	56.56
			Net Amount	303,107.59



Check Nbr	Vendor Name	Check Date	Check Amount
348672	1ST LINE/LEEWES VENTURES LLC	03/12/2009	772.00
348673	AARP DRIVER SAFETY PROGRAM	03/12/2009	174.00
348674	ABILITATIONS	03/12/2009	192.52
348675	ADAMS, PAUL	03/12/2009	74.00
348676	ADAMS, RILEY	03/12/2009	74.00
348677	AMERICAN RED CROSS	03/12/2009	300.99
348678	AMERICAN TIME & SIGNAL CO	03/12/2009	1,033.50
348679	Vendor Continued Check	03/12/2009	0.00
348680	AMERIPRIDE SERVICES	03/12/2009	748.56
348681	ANDERSON MARGARET M	03/12/2009	145.75
348682	ANDERSON'S	03/12/2009	2.45
348683	ANDERSON TERRY	03/12/2009	152.28
348684	ANDREWS, PERRY	03/12/2009	30.00
348685	ANNICK MARKETING	03/12/2009	958.85
348686	APPLIED ENVIRONMENTAL SCI INC	03/12/2009	2,257.64
348687	AUTISM SOCIETY OF MINNESOTA	03/12/2009	100.00
348688	BABY CHANGING STATIONS	03/12/2009	581.91
348689	BACA, ROBERT	03/12/2009	500.00
348690	BADGER SHELLY	03/12/2009	56.16
348691	BARNES & NOBLE	03/12/2009	116.40
348692	BAUDVILLE	03/12/2009	987.50
348693	BAUER BUILT INC	03/12/2009	330.76
348694	BILINGUAL DICTIONARIES INC	03/12/2009	39.15
348695	BLICK ART MATERIALS	03/12/2009	220.02
348696	BLODGETT TRACY	03/12/2009	105.63
348697	BOLAND TERESE	03/12/2009	25.95
348698	BOTHE CHRIS	03/12/2009	74.00
348699	BOYD, JUANITA	03/12/2009	66.00
348700	BRAY CHERYL RAE	03/12/2009	20.00
348701	BRO-TEX INC	03/12/2009	154.28
348702	BUREAU OF CRIMINAL APPREHENSIO	03/12/2009	15.00
348703	BURMEISTER, JANE M	03/12/2009	508.91
348704	BUSH, RAMONA	03/12/2009	750.00
348705	BUTTERS CRYSTAL	03/12/2009	55.32
348706	CENTER FOR EDUCATION & EMPLOYM	03/12/2009	134.95
348707	CENTURY COLLEGE	03/12/2009	152.16
348708	CERTIFIED LABORATORIES	03/12/2009	184.09
348709	CHAPIN, ERIC	03/12/2009	100.00
348710	CHILDREN'S HEALTH MARKET INC	03/12/2009	17,152.85
348711	CHISAGO LAKES HIGH SCHOOL	03/12/2009	560.00
348712	CLASSROOMDIRECT	03/12/2009	167.09
348713	COCA-COLA BOTTLING MIDWEST CO	03/12/2009	330.10
348714	COLEMAN, ROBERT E	03/12/2009	125.00
348715	COLEMAN JR, ROBERT	03/12/2009	66.00
348716	COMCAST	03/12/2009	5.27
348717	COMMERCIAL PRINTING	03/12/2009	521.00
348718	COMO LUBE & SUPPLIES	03/12/2009	235.00
348719	CONCEIVE BELIEVE ACHIEVE	03/12/2009	500.00
348720	CONSTRUCTION MANAGEMENT BUILDI	03/12/2009	3,504.17
348721	CONTINENTAL RESEARCH CORP	03/12/2009	296.97

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348722	COOL AIR MECHANICAL	03/12/2009	10,874.15
348723	COON RAPIDS HIGH SCHOOL	03/12/2009	25.00
348724	Vendor Continued Check	03/12/2009	0.00
348725	COPY IMAGES INC	03/12/2009	3,140.31
348726	CORPORATE EXPRESS	03/12/2009	2,936.81
348727	CRISIS PREVENTION INSTITUTE IN	03/12/2009	100.00
348728	CTB INC	03/12/2009	2,570.00
348729	CUB FOODS OF WOODBURY	03/12/2009	672.23
348730	CULLEN CRAIG	03/12/2009	84.99
348731	CUMMINS NPOWER LLC	03/12/2009	703.38
348732	CUSTOM RUBBER STAMP CO	03/12/2009	24.10
348733	DAHL CHRISTINE	03/12/2009	48.00
348734	DAHLE, ANALISA	03/12/2009	70.00
348735	Vendor Continued Check	03/12/2009	0.00
348736	DALCO CORPORATION	03/12/2009	7,601.98
348737	DARTS	03/12/2009	146.25
348738	DECKER EQUIPMENT	03/12/2009	560.94
348739	DEEP ROCK WATER CO	03/12/2009	113.70
348740	DEGARDNER RICK	03/12/2009	52.00
348741	DELTA EDUCATION	03/12/2009	17.50
348742	DENNESON AUTO PARTS	03/12/2009	4.04
348743	DIRECT BUSINESS PRODUCTS	03/12/2009	529.34
348744	DISH NETWORK	03/12/2009	199.15
348745	DOMINOS PIZZA	03/12/2009	838.00
348746	DOMINOS PIZZA	03/12/2009	112.12
348747	DS INTL	03/12/2009	116.26
348748	DYNAMIC LEARNER CONSULTING INC	03/12/2009	6,900.00
348749	E.L. REINHARDT COMPANY INC	03/12/2009	973.73
348750	ECKROTH MUSIC	03/12/2009	112.36
348751	ECOLAB	03/12/2009	664.85
348752	EDUCATION DIGEST	03/12/2009	32.00
348753	ELECTRIC RESOURCE CONTRACTORS	03/12/2009	11,521.90
348754	ENGSTRAN STEVE	03/12/2009	480.00
348755	ERICKSON CAMILLE	03/12/2009	42.24
348756	ESKOW LYNN	03/12/2009	279.36
348757	EVANS & ASSOC LLC	03/12/2009	200.00
348758	EVENT SOUND & LIGHTING	03/12/2009	1,000.00
348759	FASTENAL COMPANY	03/12/2009	243.74
348760	FEHR, ABIGAIL L	03/12/2009	61.44
348761	FERRELLGAS	03/12/2009	221.23
348762	FESTIVAL FOODS-KNOWLAN'S	03/12/2009	210.24
348763	FIRSTGROUP AMERICA	03/12/2009	126,940.78
348764	FISHER SCIENTIFIC	03/12/2009	211.68
348765	FITCH, KATHLEEN K	03/12/2009	827.74
348766	FLINN SCIENTIFIC CO	03/12/2009	353.11
348767	FRENCH, ROGER F	03/12/2009	79.20
348768	FRISCHMON, MIKE	03/12/2009	74.00
348769	FROST LORI J	03/12/2009	37.89
348770	FUTURA LANGUAGE PROFESSIONALS	03/12/2009	2,973.90
348771	G&K SERVICES	03/12/2009	309.13

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348772	G&K SERVICES	03/12/2009	103.25
348773	G&K SERVICES	03/12/2009	1,290.29
348774	GALLAGHERS NORTHWESTERN TIRE C	03/12/2009	176.00
348775	GE MONEY BANK	03/12/2009	290.69
348776	GESE SANDRA	03/12/2009	41.22
348777	GILLUND ENTERPRISES	03/12/2009	163.16
348778	GOAL GETTERS	03/12/2009	240.00
348779	GODFREY, DEVAHN	03/12/2009	149.00
348780	GONSIOR, GREGG	03/12/2009	88.00
348781	GOPHER BEARING CO	03/12/2009	108.16
348782	GRAINGER	03/12/2009	100.34
348783	GRANDMA'S BAKERY INC	03/12/2009	28.08
348784	GREATAMERICA LEASING CORP	03/12/2009	877.37
348785	GREEN, BARBARA J	03/12/2009	351.03
348786	GRITZMACHER SHAWN	03/12/2009	35.00
348787	GROCHOWSKI RICHARD A	03/12/2009	201.30
348788	GROTH MUSIC CO	03/12/2009	202.07
348789	GUIDARELLI JOSEPH B	03/12/2009	67.00
348790	H & B SPECIALIZED PRODUCTS	03/12/2009	761.00
348791	Vendor Continued Check	03/12/2009	0.00
348792	HALLBERG ENGINEERING	03/12/2009	16,036.34
348793	HAMMEKEN, GRACIELA E	03/12/2009	446.33
348794	HANDY HITCH & WELDING CO INC	03/12/2009	63.60
348795	HANSON MARILYN	03/12/2009	80.00
348796	HATCH TIMOTHY K	03/12/2009	67.00
348797	HAWLEY, ELIZABETH	03/12/2009	60.00
348798	HINES, PAUL T	03/12/2009	190.00
348799	Vendor Continued Check	03/12/2009	0.00
348800	Vendor Continued Check	03/12/2009	0.00
348801	HOGLUND BUS AND TRUCK CO	03/12/2009	1,763.79
348802	HOLTUM LAMA PAMELA	03/12/2009	355.50
348803	HOUGHTON MIFFLIN HARCOURT	03/12/2009	146.77
348804	HUBERT COMPANY	03/12/2009	1,353.12
348805	INNOVATIVE OFFICE SOLUTIONS	03/12/2009	4,881.52
348806	INTEGRA TELECOM	03/12/2009	299.43
348807	ITASCA BOOKS	03/12/2009	745.68
348808	IVERSON, LIZ	03/12/2009	50.00
348809	JOHNSON, ERIC	03/12/2009	40.00
348810	KARLSBURGER FOODS INC	03/12/2009	81.30
348811	KATH COMPANIES	03/12/2009	12,885.46
348812	KAY ALANA DODGE	03/12/2009	60.00
348813	KEARN BARBARA	03/12/2009	1,291.19
348814	KEESE, MATTHEW D	03/12/2009	20.00
348815	KHALIF, ISMID	03/12/2009	450.00
348816	KIMBALL MIDWEST	03/12/2009	757.53
348817	KOCHELMAN, DEAN	03/12/2009	67.00
348818	KOECKERITZ JEANNE	03/12/2009	117.75
348819	KOEHLER, KARYN	03/12/2009	546.68
348820	KOLEGAS, KATHRYN J	03/12/2009	194.65
348821	KOWALSKI'S MARKET	03/12/2009	121.16

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348822	KRALEWSKI, MARIANA	03/12/2009	90.00
348823	KRUSEMARK, CARY L	03/12/2009	90.11
348824	LACASSE KIM S	03/12/2009	18.00
348825	LAKE COUNTRY BOOKSELLERS	03/12/2009	114.63
348826	LANGUAGE LINE SERVICES	03/12/2009	259.64
348827	LARSON ENGINEERING INC	03/12/2009	20,250.00
348828	LAZER TEK SERVICES	03/12/2009	38.90
348829	LEE, WAYNE	03/12/2009	100.00
348830	LEUKEMIA & LYMPHOMA SOCIETY	03/12/2009	752.30
348831	LIFETIME FITNESS	03/12/2009	300.00
348832	LINDA'S LINKS TO LITERATURE	03/12/2009	24.95
348833	LINEHAN, JEFF	03/12/2009	67.00
348834	LINEHAN, NIK	03/12/2009	67.00
348835	LOFFLER COMPANIES INC	03/12/2009	361.82
348836	MAAA	03/12/2009	150.00
348837	MACKIN LIBRARY MEDIA	03/12/2009	1,837.63
348838	MACPHAIL CENTER FOR MUSIC	03/12/2009	2,545.00
348839	MACYS TRAVEL	03/12/2009	400.00
348840	MADISON, PAUL	03/12/2009	125.00
348841	MARCROFT PATRICIA L	03/12/2009	85.25
348842	MCFR	03/12/2009	130.00
348843	MCGINLEY MYERS, NANCY J	03/12/2009	1,028.00
348844	MCGRWAW TIM	03/12/2009	76.01
348845	MCKEE FOODS CORPORATION	03/12/2009	805.92
348846	MCMAHON MARGARET	03/12/2009	40.00
348847	MELLGREN JOAN	03/12/2009	83.00
348848	MENARDS-MAPLEWOOD	03/12/2009	129.95
348849	MERCURY OFFICE SUPPLY	03/12/2009	29.60
348850	MERZER SHEILA M.A.	03/12/2009	150.00
348851	MICHEL, ROCHELLE N	03/12/2009	234.76
348852	Vendor Continued Check	03/12/2009	0.00
348853	MIDWEST BUS PARTS INC	03/12/2009	1,849.85
348854	MIND QUIRKS UNLIMITED	03/12/2009	375.00
348855	MINVALCO INC	03/12/2009	709.82
348856	MLA	03/12/2009	2,625.00
348857	MN ASSOC FOR CHILDREN'S MENTAL	03/12/2009	315.00
348858	MN DEPT OF HEALTH	03/12/2009	15.00
348859	MN EDUCATION JOB FAIR	03/12/2009	650.00
348860	MN ELEMENTARY SCH PRIN ASSOC	03/12/2009	195.00
348861	MN OCCUPATIONAL HEALTH	03/12/2009	59.00
348862	MN SCHOOL AGE CARE ALLIANCE	03/12/2009	800.00
348863	MOBILE RADIO ENGINEERING INC	03/12/2009	527.00
348864	MULLALY BECKY	03/12/2009	667.12
348865	MURPHY LYNNE	03/12/2009	140.00
348866	NAPERVILLE CENTRAL HIGH SCHOOL	03/12/2009	35.00
348867	NARDINI FIRE EQUIPMENT CO INC	03/12/2009	715.00
348868	NORTH CENTRAL TRUCK EQUIPMENT	03/12/2009	776.98
348869	NORTH RAMSEY CHAPTER #8	03/12/2009	48.00
348870	NORTHEAST METRO INTERMEDIATE D	03/12/2009	111,581.65
348871	NORTHEAST METRO INTERMEDIATE D	03/12/2009	23,909.36

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348872	NSS	03/12/2009	195.00
348873	O'ROURKE JULIE	03/12/2009	60.24
348874	OFFICE DEPOT	03/12/2009	241.73
348875	OLD DUTCH FOODS INC	03/12/2009	1,433.82
348876	OLSEN SAFETY EQUIPMENT	03/12/2009	351.25
348877	ORANGE TREE EMPLOYMENT SCREENI	03/12/2009	554.70
348878	OXYGEN SERVICE CO INC	03/12/2009	304.53
348879	PAGE JOHN	03/12/2009	67.00
348880	PAN-O-GOLD	03/12/2009	3,208.80
348881	PAPA MURPHY'S	03/12/2009	61.92
348882	PARTS ASSOC INC	03/12/2009	209.66
348883	PCI EDUCATIONAL PUBLISHING	03/12/2009	189.58
348884	PEARSON MECHANICAL SERVICES IN	03/12/2009	1,660.30
348885	PESI LLC	03/12/2009	189.00
348886	PETTY CASH	03/12/2009	203.00
348887	PETTY CASH	03/12/2009	114.03
348888	PINNOW PAIGE	03/12/2009	85.44
348889	PITNEY BOWES INC	03/12/2009	500.00
348890	POLAR CHEVROLET MAZDA	03/12/2009	720.26
348891	PRANGHOFER PAUL	03/12/2009	52.00
348892	PROGRESSIVE BUSINESS PUBL	03/12/2009	230.00
348893	PROKOSCH, MARK	03/12/2009	30.00
348894	RAGAN, CYNTHIA C	03/12/2009	50.00
348895	RASMUSSEN, JEAN H	03/12/2009	120.00
348896	REDWOOD SIGNS	03/12/2009	9,180.00
348897	REFRIGERATION HARDWARE SUPPLY	03/12/2009	166.86
348898	RENAISSANCE LEARNING INC	03/12/2009	2,061.00
348899	RENTAL REHAB & REPAIR	03/12/2009	1,710.00
348900	RESEARCH IN MOTION CORP	03/12/2009	429.00
348901	RIGHTWAY GLASS INC	03/12/2009	120.00
348902	ROOF SPEC INC	03/12/2009	2,400.00
348903	ROSE MATT	03/12/2009	75.00
348904	ROSSBACH PATRICIA	03/12/2009	86.40
348905	RUTTIGERS BAY LAKE LODGE	03/12/2009	250.00
348906	SAM'S CLUB	03/12/2009	366.56
348907	SAM'S CLUB	03/12/2009	242.68
348908	SAM'S CLUB	03/12/2009	312.80
348909	SAM'S CLUB	03/12/2009	31.81
348910	SCHADEGG MECHANICAL INC	03/12/2009	8,550.00
348911	SCHOOL NUTRITION ASSOC (SNA)	03/12/2009	1,066.00
348912	SCHWAAB INC	03/12/2009	31.73
348913	SCIENCE MUSEUM OF MINNESOTA	03/12/2009	345.00
348914	SECURITAS SEC SVCS USA INC	03/12/2009	1,854.72
348915	SEEVER GRAY	03/12/2009	130.00
348916	Vendor Continued Check	03/12/2009	0.00
348917	SENTRY SYSTEMS INC	03/12/2009	12,490.50
348918	SHAWBOLD DEAN	03/12/2009	168.70
348919	SHELP MICHELLE	03/12/2009	605.28
348920	SHEVIK, MARY	03/12/2009	5.00
348921	SHIFFLER EQUIPMENT SALES INC	03/12/2009	50.18

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348922	SNAP ON TOOLS	03/12/2009	250.12
348923	SOLUTIONS AND STRENGTHS LLC	03/12/2009	159.00
348924	SOUTH CAMPUS STUDENT ACTIVITY	03/12/2009	2,124.54
348925	SPANISH SPECIALISTS AND CONSUL	03/12/2009	190.00
348926	STATE SUPPLY CO	03/12/2009	740.00
348927	STEPHAN, SUSAN K	03/12/2009	82.50
348928	STRINGER, JIMMY	03/12/2009	88.00
348929	STUDY ISLAND	03/12/2009	1,655.90
348930	SUPERIOR TRANSIT SALES LLC	03/12/2009	8.12
348931	SYNOVIA	03/12/2009	400.00
348932	TAHER INC	03/12/2009	1,718.09
348933	TAUTGES, LYNSEY K	03/12/2009	206.80
348934	TAYLOR, JIM	03/12/2009	15.00
348935	TDS METROCOM - MN	03/12/2009	6,858.05
348936	TEACHER CREATED RESOURCES	03/12/2009	24.97
348937	THEATREWORKS USA	03/12/2009	240.00
348938	THELEN JILL ANNE	03/12/2009	171.01
348939	THUNDER COMMUNICATIONS DESIGN	03/12/2009	506.25
348940	TIERNEY BROTHERS INC	03/12/2009	3,624.00
348941	TOLONEN CLAY	03/12/2009	58.65
348942	TOOLS FOR SCHOOLS/GOOD SOURCE	03/12/2009	1,399.30
348943	TOUCHSYSTEMS	03/12/2009	319.00
348944	TOUSLEY FORD INC	03/12/2009	15.00
348945	TOUSSAINT JANEL PHYLLIS	03/12/2009	47.03
348946	TRADE PRESS LITHOGRAPHERS INC	03/12/2009	540.00
348947	Vendor Continued Check	03/12/2009	0.00
348948	TRI STATE BOBCAT	03/12/2009	1,527.77
348949	TRUCK UTILITIES MFG CO	03/12/2009	32.55
348950	TUCKER, JOY	03/12/2009	3.50
348951	TURNER, RASHAD A	03/12/2009	413.88
348952	U.S. ENERGY SERVICES INC	03/12/2009	759.00
348953	UPPER LAKES FOODS INC	03/12/2009	95,018.31
348954	URBANIAK, WAYNE	03/12/2009	300.00
348955	VENBURG TIRE CO	03/12/2009	245.52
348956	VOSS, MICHAEL	03/12/2009	200.00
348957	WALD TIM	03/12/2009	1,242.91
348958	WALTERS REBUILDERS	03/12/2009	360.00
348959	WHITE BEAR AREA CHAMBER OF COM	03/12/2009	230.00
348960	WHITE BEAR LAKE (CITY OF)	03/12/2009	9,051.05
348961	WEST MUSIC COMPANY	03/12/2009	425.00
348962	WIGHTMAN, NOVA	03/12/2009	200.00
348963	WORLD'S FINEST CHOCOLATE	03/12/2009	1,300.00
348964	XEROX CORPORATION	03/12/2009	286.66
348965	YOGASTUDIO	03/12/2009	100.00
348966	YOUTH SERVICES INTERNATIONAL	03/12/2009	984.00

295 Computer Check(s) For a Total of 634,454.92

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340264	NORRIS, DARSHON	03/12/2009	20.00
342220	GRC - AWG	03/12/2009	152.28
342938	MN DEPT OF HEALTH	03/12/2009	15.00
342959	MWASSA, PAUL	03/12/2009	8.99
343189	WILLIAMS, LARRANA	03/12/2009	5.00
343579	RAGAN, CYNTHIA C	03/12/2009	50.00
344234	SHEVIK, MARY	03/12/2009	5.00
344468	DEGNAN, BRENDA	03/12/2009	15.00
344673	MELLGREN JOAN	03/12/2009	83.00
344699	MUEDEKING, HYUK	03/12/2009	15.00
344785	RICHARDS, CHAD	03/12/2009	15.00
344823	SOIKA, JENNIFER	03/12/2009	15.00
344853	THOM, JAMES	03/12/2009	15.00
344875	VOWELS, DAVID	03/12/2009	7.50
346188	KOECKERITZ JEANNE	03/12/2009	117.75
348498	PROKOSCH, JOHN	03/12/2009	30.00
16	Void	Check(s) For a Total of	569.52

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	295	Computer	Checks For a Total of	634,454.92
Total For	295	Manual, Wire Tran, ACH & Computer Checks		634,454.92
Less	16	Voided	Checks For a Total of	569.52
		Net Amount		633,885.40





Check Nbr	Vendor Name	Check Date	Check Amount
348653	AIG	03/06/2009	8,643.41
348654	AMERICAN FUNDS	03/06/2009	64,938.52
348655	AMERICAN UNITED LIFE	03/06/2009	39,860.32
348656	AMERIPRISE	03/06/2009	9,610.53
348657	AXA EQUITABLE	03/06/2009	7,253.51
348658	ECMC	03/06/2009	182.05
348659	EDUCATION MN ESI BILLING TRUST	03/06/2009	21,377.41
348660	GREATER TWIN CITIES UNITED WAY	03/06/2009	293.00
348661	IUOE #70	03/06/2009	1,919.73
348662	METROPOLITAN LIFE	03/06/2009	3,234.24
348663	MN CHILD SUPPORT	03/06/2009	1,846.69
348664	MN ENVIRONMENTAL FUND	03/06/2009	137.50
348665	ORCHARD TRUST COMPANY	03/06/2009	4,535.88
348666	THE ROSE LAW FIRM, PLLC	03/06/2009	37.93
348667	SCHOOL SERVICE EMPLOYEES	03/06/2009	5,589.70
348668	UNITED STATES TREASURY	03/06/2009	78.79
348669	US DEPT OF EDUCATION	03/06/2009	260.28
348670	VANGUARD SMALL BUSINESS SERVIC	03/06/2009	18,380.66
348671	WBLA EDUCATIONAL FOUNDATION	03/06/2009	505.50

19 Computer Check(s) For a Total of 188,685.65

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	19	Computer	Checks For a Total of	188,685.65
Total For	19	Manual, Wire Tran, ACH & Computer	Checks	188,685.65
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		188,685.65

Check Nbr	Vendor Name	Check Date	Check Amount
348636	WHITSON BRIAN	03/05/2009	67.00
348637	WILD MOUNTAIN	03/05/2009	9,504.00
348638	WILDER, PAT	03/05/2009	30.00
348639	WILDMAN HILAL, ANDREA L	03/05/2009	94.99
348640	WILLHAUS, ROGER	03/05/2009	67.00
348641	WILLIAM V MACGILL & CO	03/05/2009	50.95
348642	WIMER, MARY KATHRYN	03/05/2009	120.00
348643	WOEHRLE, MICHAEL	03/05/2009	30.00
348644	WOLTERS MIKE	03/05/2009	71.00
348645	WORLD'S FINEST CHOCOLATE	03/05/2009	250.00
348646	WUNG, JAMEL	03/05/2009	250.00
348647	Vendor Continued Check	03/05/2009	0.00
348648	XCEL ENERGY	03/05/2009	73,284.25
348649	XEROX CORPORATION	03/05/2009	209.73
348650	YANG, MEE XIONG	03/05/2009	100.00
348651	YOUNKER, KATHRYN R	03/05/2009	16.50
348652	ZWONITZER, LORA JEANNE	03/05/2009	78.67
17	Computer	Check(s) For a Total of	84,224.09

Check Nbr	Vendor Name	Check Date	Check Amount
348619	WHITSON BRIAN	03/05/2009	67.00
348620	WILD MOUNTAIN	03/05/2009	9,504.00
348621	WILDER, PAT	03/05/2009	30.00
348622	WILDMAN HILAL, ANDREA L	03/05/2009	94.99
348623	WILLHAUS, ROGER	03/05/2009	67.00
348624	WILLIAM V MACGILL & CO	03/05/2009	50.95
348625	WIMER, MARY KATHRYN	03/05/2009	120.00
348626	WOEHRLE, MICHAEL	03/05/2009	30.00
348627	WOLTERS MIKE	03/05/2009	71.00
348628	WORLD'S FINEST CHOCOLATE	03/05/2009	250.00
348629	WUNG, JAMEL	03/05/2009	250.00
348631	XCEL ENERGY	03/05/2009	73,284.25
348632	XEROX CORPORATION	03/05/2009	209.73
348633	YANG, MEE XIONG	03/05/2009	100.00
348634	YOUNKER, KATHRYN R	03/05/2009	16.50
348635	ZWONITZER, LORA JEANNE	03/05/2009	78.67
16	Void	Check(s) For a Total of	84,224.09

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	17	Computer	Checks For a Total of	84,224.09
Total For	17	Manual, Wire Tran, ACH & Computer	Checks	84,224.09
Less	16	Voided	Checks For a Total of	84,224.09
			Net Amount	0.00

Check Nbr	Vendor Name	Check Date	Check Amount
348204	100% EDUCATIONAL VIDEOS	03/05/2009	46.40
348205	AARP DRIVER SAFETY PROGRAM	03/05/2009	442.00
348206	ABBOTT PAINT & CARPET CO	03/05/2009	62.28
348207	ACADEMIC THERAPY PUBLISHING	03/05/2009	154.00
348208	ACTIVE.COM	03/05/2009	90.00
348209	ADAMS LINDA	03/05/2009	48.08
348210	ADAMS, PAUL	03/05/2009	74.00
348211	ADAMS, RILEY	03/05/2009	74.00
348212	ALBERS MECHANICAL SERVICE INC	03/05/2009	3,906.88
348213	AMAZON	03/05/2009	129.69
348214	AMAZON	03/05/2009	411.03
348215	AMERICAN FIRST AID	03/05/2009	83.13
348216	AMERICAN HEART ASSOCIATION	03/05/2009	100.00
348217	AMERICAN HEART ASSOCIATION	03/05/2009	254.50
348218	AMERICAN HEART ASSOCIATION	03/05/2009	269.99
348219	AMERICAN RED CROSS	03/05/2009	927.50
348220	ANDERSON JON C	03/05/2009	379.50
348221	ANDERSON, JOEL	03/05/2009	30.00
348222	ANDERSON, JOEL	03/05/2009	30.00
348223	ANDERSON, SHANNON A M	03/05/2009	224.92
348224	ANDERSON'S	03/05/2009	196.33
348225	ANOKA COUNTY TREASURY DEPARTME	03/05/2009	211.50
348226	ANOKA TECHNICAL COLLEGE	03/05/2009	437.50
348227	APPLE COMPUTER INC	03/05/2009	299.90
348228	APPLIED ENVIRONMENTAL SCI INC	03/05/2009	2,016.92
348229	AT & T MOBILITY	03/05/2009	1,411.62
348230	BAKKEN JUDY L	03/05/2009	58.06
348231	BARNES & NOBLE	03/05/2009	402.24
348232	Vendor Continued Check	03/05/2009	0.00
348233	BARNES & NOBLE.COM	03/05/2009	809.67
348234	Vendor Continued Check	03/05/2009	0.00
348235	BARTHOLD	03/05/2009	832.50
348236	BATTERIES PLUS	03/05/2009	546.98
348237	BAUDVILLE	03/05/2009	29.56
348238	BEAR DELORES ANN	03/05/2009	147.13
348239	BEERY, DIANNA	03/05/2009	29.00
348240	BEHRENDT JENNIFER	03/05/2009	30.00
348241	BEZECNY, RORY	03/05/2009	5.00
348242	BIO CORPORATION	03/05/2009	2,116.54
348243	BIX PRODUCE COMPANY INC	03/05/2009	8,494.05
348244	BJORNSON, CAROLE A	03/05/2009	306.00
348245	BLICK ART & CRAFT	03/05/2009	385.61
348246	BLICK ART MATERIALS	03/05/2009	1,381.77
348247	BLOES, TIM	03/05/2009	147.55
348248	NADIA LILY SANCHEZ BONITA	03/05/2009	400.00
348249	BONNE, LAURA	03/05/2009	215.00
348250	BOYD, JUANITA	03/05/2009	88.00
348251	BRADLEY, ROLAND	03/05/2009	132.00
348252	BREWER ROBERT G	03/05/2009	207.76
348253	BROWN, ANDRE	03/05/2009	88.00

Check Nbr	Vendor Name	Check Date	Check Amount
348254	BRUNNER, JAY	03/05/2009	30.00
348255	BUCK, JOHN M	03/05/2009	132.00
348256	BUREAU OF EDUCATION & RESEARCH	03/05/2009	398.00
348257	BURKE ERIN	03/05/2009	35.20
348258	BURMEISTER, JANE M	03/05/2009	69.99
348259	BURNSIDE, DAVID	03/05/2009	30.00
348260	BURRIS, LEANN K	03/05/2009	52.25
348261	CARPENTER RONALD	03/05/2009	12.65
348262	CARTRIDGE CARE	03/05/2009	490.00
348263	CDW GOVERNMENT INC	03/05/2009	398.99
348264	CHAKOLIS, RICHARD A	03/05/2009	52.74
348265	CHARLEY WYSER MUSICAL SERVICES	03/05/2009	66.50
348266	CITI-CARGO & STORAGE CO INC	03/05/2009	75.00
348267	CLASSROOMDIRECT	03/05/2009	240.69
348268	COKER CLARENCE	03/05/2009	74.00
348269	COLEMAN, ROBERT	03/05/2009	88.00
348270	CONTINENTAL CLAY CO	03/05/2009	750.17
348271	CONTINENTAL RESEARCH CORP	03/05/2009	808.55
348272	COOL AIR MECHANICAL	03/05/2009	3,265.76
348273	COON RAPIDS BOYS GOLF	03/05/2009	200.00
348274	COPY IMAGES INC	03/05/2009	7,460.77
348275	Vendor Continued Check	03/05/2009	0.00
348276	COPY IMAGES INC	03/05/2009	1,361.23
348277	CROWE, JEAN	03/05/2009	89.85
348278	CROWE ROBERT	03/05/2009	67.00
348279	CULLEN CRAIG	03/05/2009	75.90
348280	CUMMINS NPOWER LLC	03/05/2009	735.37
348281	CYSTIC FIBROSIS FOUNDATION	03/05/2009	100.00
348282	DAHLE, ANALISA	03/05/2009	70.00
348283	DAHLEM TERESA	03/05/2009	392.62
348284	Vendor Continued Check	03/05/2009	0.00
348285	DALCO CORPORATION	03/05/2009	4,736.12
348286	DANIELS KATHLEEN	03/05/2009	160.00
348287	DEAN, JERRY	03/05/2009	110.00
348288	DEGARDNER RICK	03/05/2009	82.00
348289	DEMAY, THERESE G	03/05/2009	32.00
348290	DEMCO INC	03/05/2009	103.18
348291	DESTACHE DAN	03/05/2009	320.32
348292	DISCOUNT SCHOOL SUPPLY	03/05/2009	74.69
348293	DIVERSIFIED SNACK DISTRIBUTION	03/05/2009	8,657.49
348294	DONATELLI'S	03/05/2009	3,069.00
348295	DOOR SERVICE COMPANY	03/05/2009	31,077.00
348296	DYNAMIC LEARNER CONSULTING INC	03/05/2009	4,500.00
348297	E.L. REINHARDT COMPANY INC	03/05/2009	58.77
348298	EAGAN CITY OF PARKS & REC	03/05/2009	450.00
348299	ECOLAB	03/05/2009	171.65
348300	EDUCATORS OUTLET INC	03/05/2009	817.50
348301	EDUCATIONAL RESEARCH SERVICE	03/05/2009	2,910.00
348302	EDUCATION TO GO	03/05/2009	341.25
348303	EIGENFELD CAROLYN	03/05/2009	748.20

Check Nbr	Vendor Name	Check Date	Check Amount
348304	ELECTRIC MOTOR REPAIR	03/05/2009	565.91
348305	ELK RIVER GIRLS GOLF	03/05/2009	100.00
348306	ELLEFSON, JOANN	03/05/2009	67.00
348307	ELLISON	03/05/2009	106.00
348308	ENGSTRAN STEVE	03/05/2009	400.00
348309	ENVIROBATE METRO	03/05/2009	353.56
348310	EPPERSON, LINDA	03/05/2009	300.00
348311	ERHARDT, JACLYN A	03/05/2009	30.00
348312	ESSON, ANN	03/05/2009	176.00
348313	ESTR PUBLICATIONS	03/05/2009	46.00
348314	FASTENAL COMPANY	03/05/2009	45.95
348315	FEDEX	03/05/2009	33.32
348316	FENCING.NET	03/05/2009	139.00
348317	FERRON ELAINE	03/05/2009	28.93
348318	FINK AVIS	03/05/2009	240.94
348319	FIRKUS DAVID	03/05/2009	67.00
348320	FITZSIMMONS WENDY SUE	03/05/2009	247.85
348321	FLETCHER, VICKI MARIE	03/05/2009	77.22
348322	FOLLETT LIBRARY RESOURCES	03/05/2009	3,081.44
348323	FONTAINE, TONY	03/05/2009	104.00
348324	FOSTER II, BERNARD	03/05/2009	88.00
348325	FREEMEN, MARCUS	03/05/2009	88.00
348326	FRENCH, ROGER F	03/05/2009	247.00
348327	FRIEDE IRIS	03/05/2009	30.00
348328	GALLATIN, EMILY K	03/05/2009	29.94
348329	GALLOWAY, KEN	03/05/2009	30.00
348330	GARCEAU HARDWARE	03/05/2009	79.50
348331	GARDNER, CHRIS	03/05/2009	88.00
348332	GEPHART TRUCKING	03/05/2009	1,975.00
348333	GOEBEL, DARRYL	03/05/2009	74.00
348334	GRADY LORI J	03/05/2009	107.33
348335	GRAINGER	03/05/2009	1,011.69
348336	GRAND RIOS INDOOR WATER PARK	03/05/2009	615.50
348337	GRAND RIOS INDOOR WATER PARK	03/05/2009	100.00
348338	GRANDMA'S BAKERY INC	03/05/2009	123.54
348339	GREEN, MARY JEAN	03/05/2009	76.95
348340	GROCHOWSKI RICHARD A	03/05/2009	24.00
348341	GROGAN, GINGER	03/05/2009	31.35
348342	GROUP HEALTH INC - WORKSITE	03/05/2009	75.00
348343	THE GUIDANCE GROUP INC	03/05/2009	160.27
348344	H & B SPECIALIZED PRODUCTS	03/05/2009	443.40
348345	HANDWRITING WITHOUT TEARS	03/05/2009	385.00
348346	HANDY HITCH & WELDING CO INC	03/05/2009	512.25
348347	HARPER, KATHLEEN N	03/05/2009	1,062.84
348348	HARRIMAN, DION D	03/05/2009	143.50
348349	HARRISON, LOREE	03/05/2009	30.00
348350	HEAP, WILLIAM H	03/05/2009	320.00
348351	HEIDRICK TOM	03/05/2009	74.00
348352	HENDERSON, RONNIE	03/05/2009	88.00
348353	HEROFF, HEIDI	03/05/2009	30.00



Check Nbr	Vendor Name	Check Date	Check Amount
348354	HIGGINS SHEILA	03/05/2009	171.48
348355	HILL, DIANNA	03/05/2009	66.00
348356	HOANG, CONG	03/05/2009	180.00
348357	HODD ROY	03/05/2009	159.80
348358	HOME DEPOT CREDIT SERVICES	03/05/2009	210.97
348359	HORAZDOVSKY LEILA	03/05/2009	299.57
348360	HSBC BUSINESS SOLUTIONS	03/05/2009	706.68
348361	HUGLEY, JOSEPH	03/05/2009	52.00
348362	HUGO MILL OUTDOOR POWER	03/05/2009	575.38
348363	HWP-REGIONS HOSPITAL	03/05/2009	75.00
348364	IMAGINE DESIGN & CREATIVE	03/05/2009	4,000.00
348365	INDUSTRIAL ARTS SUPPLY IASCO/T	03/05/2009	1,390.55
348366	THE INSTRUMENTALIST COMPANY	03/05/2009	95.00
348367	ISD #622 NO ST PAUL/MAPLEWOOD	03/05/2009	264.00
348368	JAKACKI DOUG	03/05/2009	67.00
348369	JEPSEN JILL PFITZER	03/05/2009	30.00
348370	JESSICA KINGSLEY PUBLISHERS	03/05/2009	786.50
348371	JOHNSON CONTROLS INC	03/05/2009	709.00
348372	JOHNSON COLLEEN	03/05/2009	678.00
348373	JOHNSON JUDITH E	03/05/2009	633.00
348374	JOHNSON KIRK	03/05/2009	67.75
348375	JOHNSON LINDA K	03/05/2009	356.46
348376	JOHNSON, SADIE R	03/05/2009	27.61
348377	JONES, TODD	03/05/2009	15.00
348378	JUSTICE, JOSEPH O	03/05/2009	110.00
348379	Vendor Continued Check	03/05/2009	0.00
348380	Vendor Continued Check	03/05/2009	0.00
348381	JW PEPPER & SON INC	03/05/2009	749.39
348382	KAGAN	03/05/2009	171.00
348383	KALLAS, MELISSA LEE	03/05/2009	148.75
348384	KATH COMPANIES	03/05/2009	270.20
348385	KAVALOSKI NICHOLE	03/05/2009	298.95
348386	KEARN BARBARA	03/05/2009	61.44
348387	KELTON, MARCELA	03/05/2009	95.00
348388	KINDLIEN, CYNTHIA J	03/05/2009	74.69
348389	KITTS HARRY	03/05/2009	249.40
348390	KLEIN, RONALD	03/05/2009	74.00
348391	KOCHIS-BELLEQUE, DANICA M	03/05/2009	50.85
348392	KOPE, MICHAEL A	03/05/2009	30.00
348393	KRALEWSKI, MARIANA	03/05/2009	90.00
348394	KRANTZ, KATIE M	03/05/2009	172.50
348395	KREBSBACH, ELVA	03/05/2009	57.35
348396	KROCAK NANCY J	03/05/2009	201.30
348397	KRUEGER, LAURIE	03/05/2009	30.00
348398	KRUSEMARK, CARY L	03/05/2009	192.09
348399	KULLY SUPPLY COMPANY	03/05/2009	1,061.85
348400	LABOSSIERE, JOHN	03/05/2009	30.00
348401	LANCE SERVICES INC	03/05/2009	13,480.74
348402	LAW, DAVID W	03/05/2009	263.96
348403	LEARNING OPPORTUNITIES INC	03/05/2009	1,138.55

Check Nbr	Vendor Name	Check Date	Check Amount
348404	LEEPER, BOB	03/05/2009	30.00
348405	LEININGER JOHN	03/05/2009	43.69
348406	LHB INC	03/05/2009	418.48
348407	LIBRA, LEVI	03/05/2009	74.00
348408	LIBRARY STORE INC	03/05/2009	264.80
348409	LIEDL MIKE	03/05/2009	30.00
348410	LOFFLER COMPANIES INC	03/05/2009	2,464.78
348411	LONG'S ELECTRONICS INC	03/05/2009	160.93
348412	LOVE AND LOGIC INSTITUTE	03/05/2009	99.00
348413	LOVETT, MICHAEL J	03/05/2009	60.00
348414	LUECKE, MITCH	03/05/2009	30.00
348415	MACALESTER COLLEGE AFRICAN	03/05/2009	268.00
348416	MADISON, PAUL	03/05/2009	110.00
348417	MAJEST, SCENA	03/05/2009	30.00
348418	MAKSYMKIW, MIKE	03/05/2009	30.00
348419	MALWITZ ANN	03/05/2009	145.61
348420	MAPLE GROVE SENIOR HIGH SCHOOL	03/05/2009	110.00
348421	MARSHALL CAVENDISH CORP	03/05/2009	260.95
348422	MARTINSON KARA	03/05/2009	36.58
348423	MAX L COWEN'S STUDENT STORES	03/05/2009	248.40
348424	MAYER, ANTHONY G	03/05/2009	40.00
348425	MCCALL MAUREEN E	03/05/2009	139.08
348426	MCGLOTHLIN MATT	03/05/2009	88.00
348427	MCGRAW, ANN R	03/05/2009	137.57
348428	MCGRAW-HILL COMPANIES	03/05/2009	15.35
348429	MCKINNEY, NICOLE	03/05/2009	95.00
348430	MCMILLAN, MIKE	03/05/2009	74.00
348431	MCREL	03/05/2009	455.00
348432	MENK, JASON	03/05/2009	30.00
348433	MENOPAUSE CENTER OF MN	03/05/2009	76.00
348434	MERCURY OFFICE SUPPLY	03/05/2009	15.78
348435	MERLES WATER CONDITIONG	03/05/2009	119.00
348436	MERZER SHEILA M.A.	03/05/2009	950.00
348437	MIDTHUN CAROL	03/05/2009	49.52
348438	Vendor Continued Check	03/05/2009	0.00
348439	MINVALCO INC	03/05/2009	3,536.19
348440	MN ASSOC OF SENIOR SERVICES	03/05/2009	15.00
348441	MN ASSOC OF ADMIN OF STATE & (	03/05/2009	250.00
348442	MN ASSOC FOR CHILDREN'S MENTAL	03/05/2009	59.00
348443	MN HISTORICAL SOCIETY	03/05/2009	469.00
348444	MN NCPERS LIFE INSURANCE	03/05/2009	608.00
348445	MN PSYCHOLOGICAL ASSOC	03/05/2009	100.00
348446	MN SCHOOL AGE CARE ALLIANCE	03/05/2009	2,745.00
348447	MN SCHOOL AGE CARE ALLIANCE	03/05/2009	525.00
348448	MN STATE TEACHERS RETIREMENT	03/05/2009	12.66
348449	MN THUNDER	03/05/2009	465.00
348450	MOORHEAD MACHINERY & BOILER CO	03/05/2009	2,298.65
348451	MOSE, WILLIAM	03/05/2009	99.00
348452	MOSER, GREG	03/05/2009	110.00
348453	MR Z'S	03/05/2009	1,336.91

Check Nbr	Vendor Name	Check Date	Check Amount
348454	MULTI-SOURCE CONSULTANT LLC	03/05/2009	221.50
348455	MURPHY LYNNE	03/05/2009	70.00
348456	MUSSER BEVERLY	03/05/2009	35.00
348457	NARLOCH, BETH	03/05/2009	30.00
348458	NASVIK CRAIG S	03/05/2009	179.86
348459	NCS PEARSON INC	03/05/2009	157.00
348460	NELSON, KYLE WD	03/05/2009	88.00
348461	NEOPOST LEASING	03/05/2009	159.99
348462	NESS ELECTRONICS INC	03/05/2009	93.65
348463	NEXTEL COMMUNICATIONS	03/05/2009	1,647.70
348464	NORDAHL, MATTHEW	03/05/2009	30.00
348465	NORTHEAST METRO INTERMEDIATE D	03/05/2009	408.00
348466	NORTHEAST METRO INTERMEDIATE D	03/05/2009	810.00
348467	NORTHERN VOICES	03/05/2009	5,799.60
348468	NORTHSTAR ACCESS	03/05/2009	1,384.83
348469	OFFICE DEPOT	03/05/2009	318.20
348470	OJCZYK, JOE	03/05/2009	30.00
348471	OLSEN, CINDA L	03/05/2009	30.00
348472	OLSEN FIRE PROTECTION	03/05/2009	422.00
348473	ON SITE SANITATION INC	03/05/2009	64.00
348474	ORANGE TREE EMPLOYMENT SCREENI	03/05/2009	586.60
348475	PAI, ANANTH P	03/05/2009	340.00
348476	PAMS LUNCHROOM LLC	03/05/2009	3,611.98
348477	PARTS NOW ! LLC	03/05/2009	282.40
348478	PAUL THE PLUMBER INC	03/05/2009	220.00
348479	PAULING, AL	03/05/2009	30.00
348480	PCI EDUCATIONAL PUBLISHING	03/05/2009	112.95
348481	Vendor Continued Check	03/05/2009	0.00
348482	PEARSON MECHANICAL SERVICES IN	03/05/2009	10,196.30
348483	PESI LLC	03/05/2009	552.00
348484	PESI LLC	03/05/2009	189.00
348485	PETTY CASH	03/05/2009	125.00
348486	PETTY CASH	03/05/2009	100.00
348487	PHOENIX ALTERNATIVES INC	03/05/2009	76.50
348488	PIERRE CHRISTINA	03/05/2009	54.23
348489	PIERRE FOODS	03/05/2009	2,486.90
348490	PIERSON, CATHERINE A	03/05/2009	31.64
348491	PITNEY BOWES PURCHASE POWER	03/05/2009	19.82
348492	POSTMASTER	03/05/2009	42.00
348493	POSTMASTER	03/05/2009	2,900.00
348494	POTTER, CURT	03/05/2009	30.00
348495	PRAXAIR DISTRIBUTION INC	03/05/2009	80.21
348496	Vendor Continued Check	03/05/2009	0.00
348497	PRESS PUBLICATIONS	03/05/2009	2,447.96
348498	PROKOSCH, JOHN	03/05/2009	30.00
348499	QUALITY BUSINESS FORMS	03/05/2009	388.86
348500	QUELLO LORI E	03/05/2009	413.53
348501	R & R SPECIALTIES INC	03/05/2009	63.00
348502	Vendor Continued Check	03/05/2009	0.00
348503	RAMSEY COUNTY	03/05/2009	1,004.75

Check Nbr	Vendor Name	Check Date	Check Amount
348504	RATLIFF GERALD	03/05/2009	81.95
348505	RATWIK ROSZAK & MALONEY PA	03/05/2009	60.00
348506	REALLY GOOD STUFF INC	03/05/2009	364.42
348507	REBER JODY ANN	03/05/2009	37.95
348508	REHBEIN TRANSIT INC	03/05/2009	6,400.00
348509	REHLING ANDERSON, LORIE	03/05/2009	15.00
348510	REIN, JOSEPH	03/05/2009	66.00
348511	REINHART FOOD SERVICE	03/05/2009	2,690.44
348512	RENAISSANCE LEARNING INC	03/05/2009	77.74
348513	RESEARCH PRESS CO INC	03/05/2009	30.95
348514	RETROFIT COMPANIES INC	03/05/2009	138.88
348515	RIEBAU PATRICIA ANN	03/05/2009	34.44
348516	ROCKFORD JEREMY	03/05/2009	28.48
348517	RODRIGUEZ, TONY R	03/05/2009	67.00
348518	ROSE MATT	03/05/2009	157.50
348519	ROSGA DAVID	03/05/2009	67.00
348520	ROSGA, STEVE	03/05/2009	67.00
348521	ROSSBACH PATRICIA	03/05/2009	36.87
348522	RUDDYS RENTAL EQUIPMENT	03/05/2009	38.69
348523	RULLI CYNTHIA JO	03/05/2009	41.80
348524	SAMUELSON RICHARD T	03/05/2009	30.00
348525	SAVE	03/05/2009	200.00
348526	SCAN AIR FILTER INC	03/05/2009	1,477.48
348527	SCANTRON CORPORATION	03/05/2009	270.39
348528	SCHERPING JIM	03/05/2009	91.90
348529	SCHINDLER ELEVATOR CORP	03/05/2009	853.27
348530	SCHLIEP LINDA SUE	03/05/2009	99.82
348531	SCHMIDT HEATHER	03/05/2009	75.00
348532	SCHMIDT, SUSAN M	03/05/2009	90.00
348533	SCHNEIDER STEVEN	03/05/2009	67.00
348534	SCHOELLER, JOSEPH SCOTT	03/05/2009	1,070.66
348535	SCHOLASTIC BOOK CLUBS	03/05/2009	504.00
348536	SCHOLASTIC BOOK FAIRS - 17	03/05/2009	2,924.68
348537	SCHOLASTIC BOOK FAIRS	03/05/2009	2,863.23
348538	SCHOOL NURSE SUPPLY INC	03/05/2009	142.00
348539	SCHOOL SPECIALTY SUPPLY	03/05/2009	248.57
348540	SCHREDER, NANCY	03/05/2009	150.00
348541	SCHROEDER MILK CO INC	03/05/2009	19,190.93
348542	SCHUMACHER WHOLESALE MEATS	03/05/2009	15,573.20
348543	SCHWAB-VOLLHABER-LUBRATT	03/05/2009	1,895.87
348544	SCIENCE MUSEUM OF MINNESOTA	03/05/2009	75.00
348545	SECOND HARVEST FARM CENTRAL	03/05/2009	405.00
348546	SECURITAS SEC SVCS USA INC	03/05/2009	2,633.04
348547	SEHR DEBRA	03/05/2009	36.72
348548	SELBITSCHKA, DENNIS	03/05/2009	30.00
348549	SELBY ANNELLE F	03/05/2009	450.00
348550	SELECT ACCOUNT	03/05/2009	885.00
348551	Vendor Continued Check	03/05/2009	0.00
348552	SENTRY SYSTEMS INC	03/05/2009	7,057.50
348553	SHIFFLER EQUIPMENT SALES INC	03/05/2009	367.57

Check Nbr	Vendor Name	Check Date	Check Amount
348554	SIEBENALER, KEVIN R	03/05/2009	49.50
348555	SIMANSKI, KIMBERLY K	03/05/2009	30.00
348556	SKAALRUD, JANET E	03/05/2009	30.00
348557	SKYWARD INC	03/05/2009	650.81
348558	SMITH MICRO TECHNOLOGIES INC	03/05/2009	50.00
348559	SPECTRUM SOLUTIONS	03/05/2009	243.75
348560	SPIES, PAUL	03/05/2009	850.00
348561	SPIRIT MOUNTAIN	03/05/2009	1,910.66
348562	STANIUS, TAMARA L	03/05/2009	16.97
348563	STAPLES CREDIT PLAN	03/05/2009	31.98
348564	Vendor Continued Check	03/05/2009	0.00
348565	STATE SUPPLY CO	03/05/2009	2,730.43
348566	STEJSKAL, SHEILA	03/05/2009	30.00
348567	STILLWATER ADVENTURE CLUB	03/05/2009	675.00
348568	STUDY ISLAND	03/05/2009	2,394.08
348569	SUGGS II, DANIEL	03/05/2009	110.00
348570	SUOJA, WENDY	03/05/2009	196.00
348571	SUPER DUPER PUBLICATIONS	03/05/2009	165.00
348572	TAHER INC	03/05/2009	4,901.63
348573	TARGET BANK	03/05/2009	1,000.00
348574	TARGET CENTER	03/05/2009	884.00
348575	TAYLOR MUSIC INC	03/05/2009	622.00
348576	TESSMER, SHANE	03/05/2009	66.00
348577	THEATREWORKS USA	03/05/2009	135.00
348578	THREE RIVERS PARK DISTRICT	03/05/2009	195.00
348579	Vendor Continued Check	03/05/2009	0.00
348580	THYSSENKRUPP ELEVATOR CORP	03/05/2009	3,784.97
348581	TIME FOR KIDS	03/05/2009	132.60
348582	TOLONEN CLAY	03/05/2009	75.00
348583	TOMASZEWSKI, CHARLES	03/05/2009	110.00
348584	TOSHIBA FINANCIAL SERVICES	03/05/2009	111.00
348585	TRADE PRESS LITHOGRAPHERS INC	03/05/2009	1,555.00
348586	TRANE US INC	03/05/2009	241.50
348587	TREVINO DE GARAVITO, ALEJANDRA	03/05/2009	90.00
348588	TRUCK UTILITIES MFG CO	03/05/2009	15.58
348589	TURFWERKS INC	03/05/2009	215.24
348590	TWIN CITY JANITOR SUPPLY CO	03/05/2009	87.00
348591	U.S. ENERGY SERVICES INC	03/05/2009	183,161.57
348592	UCARE MINNESOTA	03/05/2009	244.00
348593	UNIVERSITY OF MINNESOTA	03/05/2009	18,590.00
348594	US BANK	03/05/2009	1,696.25
348595	USSELMAN, LEAH T	03/05/2009	78.57
348596	VACATION SPORTS	03/05/2009	182.00
348597	VAIL, ANNE B	03/05/2009	49.25
348598	VERIZON WIRELESS	03/05/2009	785.13
348599	VERTICAL ENDEAVORS INC	03/05/2009	320.00
348600	VIKING AUTOMATIC SPRINKLER	03/05/2009	438.00
348601	VIKING ELECTRIC SUPPLY	03/05/2009	5,966.64
348602	VIKING INDUSTRIAL CENTER	03/05/2009	195.00
348603	VOSS, BRENT	03/05/2009	30.00

Check Nbr	Vendor Name	Check Date	Check Amount
348604	WARD, SIAN C	03/05/2009	76.84
348605	WASTE MANAGEMENT BLAINE	03/05/2009	10,310.54
348606	WATSON, MIYUKI	03/05/2009	50.00
348607	WHITE BEAR CENTER FOR THE ARTS	03/05/2009	6,750.00
348608	WHITE BEAR GLASS INC	03/05/2009	611.69
348609	WHITE BEAR LOCKSMITH INC	03/05/2009	100.35
348610	WHITE BEAR SHOPPING CTR INC	03/05/2009	3,439.00
348611	WHITE BEAR TOWNSHIP	03/05/2009	1,259.53
348612	WHITE BEAR LAKE FOOTBALL	03/05/2009	900.00
348613	WHITE BEAR LAKE SPORTS CENTER	03/05/2009	1,600.00
348614	WENINGER, JESSICA A	03/05/2009	45.65
348615	WENSMANN, JODI	03/05/2009	30.00
348616	WHALEN, KEVIN	03/05/2009	67.00
348617	WHALEN PATRICK J	03/05/2009	67.00
348618	WHISLER, ERIC	03/05/2009	124.00
348619	WHITSON BRIAN	03/05/2009	67.00
348620	WILD MOUNTAIN	03/05/2009	9,504.00
348621	WILDER, PAT	03/05/2009	30.00
348622	WILDMAN HILAL, ANDREA L	03/05/2009	94.99
348623	WILLHAUS, ROGER	03/05/2009	67.00
348624	WILLIAM V MACGILL & CO	03/05/2009	50.95
348625	WIMER, MARY KATHRYN	03/05/2009	120.00
348626	WOEHRLE, MICHAEL	03/05/2009	30.00
348627	WOLTERS MIKE	03/05/2009	71.00
348628	WORLD'S FINEST CHOCOLATE	03/05/2009	250.00
348629	WUNG, JAMEL	03/05/2009	250.00
348630	Vendor Continued Check	03/05/2009	0.00
348631	XCEL ENERGY	03/05/2009	73,284.25
348632	XEROX CORPORATION	03/05/2009	209.73
348633	YANG, MEE XIONG	03/05/2009	100.00
348634	YOUNKER, KATHRYN R	03/05/2009	16.50
348635	ZWONITZER, LORA JEANNE	03/05/2009	78.67

432 Computer Check(s) For a Total of 624,541.06

Check Nbr	Vendor Name	Check Date	Check Amount
346010	BAKKEN JUDY L	03/05/2009	26.00
347088	MARSHALL CAVENDISH CORP	03/05/2009	260.95
347994	METRO TRANSIT (MCTO)	03/05/2009	270.00
3	Void	Check(s) For a Total of	556.95

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	432	Computer	Checks For a Total of	624,541.06
Total For	432	Manual, Wire Tran, ACH & Computer Checks		624,541.06
Less	3	Voided	Checks For a Total of	556.95
			Net Amount	623,984.11



**RESOLUTION FOR ACCEPTANCE OF GIFTS**

WHEREAS, the School Board believes it necessary and appropriate to accept the gifts that are reflected upon the following pages; and

WHEREAS, these gifts are consistent with State laws, School Board policy, and administrative practices; and

WHEREAS, acceptance of these gifts are consistent with the mission and educational programs of the White Bear Lake Area Schools; and

THEREFORE BE IT RESOLVED, that the School Board authorizes the acceptance and use of the following gifts:

AGENDA ITEM: **Acceptance of Gifts**

MEETING DATE: **April 13, 2009**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Michael J. Lovett, Superintendent**

<b>Donation</b>	<b>Donor</b>	<b>Recipient</b>
\$200	Minnesota Duck and Goose Callers Association	White Bear High School Archery Program
\$1,926.53	Target - Take Charge of Education	White Bear High School North Campus
\$1,632.90	Target – Take Charge of Education	Oneka Elementary School
\$300 for school carnival	White Bear Lions Club	Vadnais Heights Elementary
\$300 for school carnival	White Bear Lions Club	Lakeaires Elementary
\$300 for school carnival	White Bear Lions Club	Centerpoint
\$300 for National Honor Society	White Bear Lions Club	White Bear Lake Area High School
Art books and videos from the Nancy Inderieden's library (value \$2,229.94)	Laura Moraczewski	White Bear Lake Area High School
11 Calculators	Target	Vadnais Heights Elementary School
\$ 400.00	Ted & Deborah Nistler	Vadnais Heights Elementary School
\$ 400.00	Securian Financial Group	Vadnais Heights Elementary School

**RECOMMENDATION:** Accept donations.

AGENDA ITEM:

Field Trip Requests

MEETING DATE:

April 13, 2009

SUGGESTED DISPOSITION:

Consent Agenda

CONTACT PERSON(S):

Cindy Moore, Director of Curriculum and Assessment  
Jill Thelen, Director of Schools

**Background:**

School Board Policy #610 – Field Trips requires School Board approval of any overnight field trip. The following field trips are being presented by the administration to the School Board for approval.

Date of Trip and Destination	Requesting Staff Member	Grade/ Team	Number of School Days Missed	Number of Students Attending	Cost and Source of Revenue	Means of Transportation	Purpose of Field Trip
May 7 – 10, 2009 Louisville, Kentucky	John “Jack” Wachlarowicz	Archery Team	2 days	24 to 30 students	\$350 Student fund raising and donations	Coach Bus	2009 National Archery Tournament
March 28 – 30, 2009 Austin, MN	Mary Dahle and Cynthia Swenson	Student Council	1	6 students	\$130 (Student Council will pay \$55 and student pays \$75)	Car	MASC State Student Council Convention

**Recommendation:**

Administration recommends the School Board approve the field trips.

**RESOLUTION FOR PERSONNEL ITEMS**

WHEREAS, the School Board believes it necessary and appropriate to approve the personnel items that are reflected upon the following pages; and

WHEREAS, that personnel items, A-5(f) to A-5(h), as revised be approved on the premise that they conform to previously Board approved actions or contractual agreements.

THEREFORE BE IT RESOLVED, that the School Board authorizes the approval of the personnel item listed in Consent Agenda Items A-5(f) to A-5(h).

INDEPENDENT SCHOOL DISTRICT NO.624  
Department of Human Resources

RESIGNATIONS - CLASSIFIED STAFF

KIRSTEN A. PORTER - Program Assistant Leader, Extended Day Program  
Employed by District 624 since 09/02/2008  
Effective Date: 03/13/2009

RECOMMEND APPROVAL

RETIREMENTS - CLASSIFIED STAFF

PATRICIA J. JOSLIN - Pupil Support Assistant, Birch Lake Elementary  
Employed by District 624 since 04/12/1988  
Effective Date: 06/12/2009

RECOMMEND APPROVAL

RETIREMENTS - CERTIFIED STAFF

MARILYN L. LEIFGREN - School Psychologist, Birch Lake Elementary  
Employed by District 624 since 08/21/2003  
Effective Date: 06/12/2009

RECOMMEND APPROVAL

CAROL J. SYKES - Elementary Classroom Teacher, Lincoln Elementary  
Employed by District 624 since 08/30/1971  
Effective Date: 06/12/2009

RECOMMEND APPROVAL

RETIREMENTS - ADMINISTRATION

ELSA M. POPE - Interim Director of Human Resources, District Office  
Employed by District 624 since 07/01/1987  
Effective Date: 07/31/2009

RECOMMEND APPROVAL

JACK A. SOLEM - Secondary Principal, North Campus  
Employed by District 624 since 09/03/1974  
Effective Date: 06/30/2009

RECOMMEND APPROVAL

INDEPENDENT SCHOOL DISTRICT NO.624  
Department of Human Resources

UNPAID CHILD-CARE LEAVE - CLASSIFIED STAFF

SHANNON M. FOLEY - Nurse PARA, South Campus  
Unpaid from 04/15/2009 through 06/12/2009

RECOMMEND APPROVAL

UNPAID CHILD-CARE LEAVE - CERTIFIED STAFF

STACI A. DOCKEN - School Psychologist, Vadnais Elementary  
Unpaid from 04/08/2009 through 04/09/2009

RECOMMEND APPROVAL

HEATHER A. JACOBS - Special Education Teacher, North Campus  
Unpaid from 02/23/2009 through 03/13/2009

RECOMMEND APPROVAL

CAROLYN R. LOUNSBERRY - Communications Teacher, Golfview ALC  
Unpaid from 03/05/2009 through 04/08/2009

RECOMMEND APPROVAL

KATIE J. NOHR - Language Arts Teacher, Central Middle School  
Unpaid from 04/21/2009 through 6/12/2009

RECOMMEND APPROVAL

ERICA J. SUCHY - Mathematics Teacher, North Campus  
Unpaid from 04/07/2009 through 06/16/2009

RECOMMEND APPROVAL

INDEPENDENT SCHOOL DISTRICT NO.624  
Department of Human Resources

FULL-TIME LEAVE REQUESTS (2009-2010) - CERTIFIED STAFF

<u>NICOLE M. AHRENS</u> - Elementary Classroom Teacher Second Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>PAULETTE L. BARTH</u> - Special Education Teacher Second Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>ERIK M. BUNCE</u> - Secondary Science Teacher Fourth Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>SUSAN J. BUNDA</u> - Elementary Classroom Teacher Second Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>CHRISTOPHER J. CAMPBELL</u> - Secondary Communications Teacher Second Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>GARY A. COOK</u> - Secondary Health Teacher Third Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>MANDEE J. GAHM</u> - Elementary Classroom Teacher Fifth Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>BRIDGET M. GOULET</u> - Special Education Teacher Fifth Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>ALAN T. GREEN</u> - Elementary Classroom Teacher First Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>JOAN M. HUNSTIGER</u> - German Teacher Fourth Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL
<u>NATHAN S. LONG</u> - Secondary Music Teacher Second Year General Leave Request Effective Date: 2009-2010 School Year	RECOMMEND APPROVAL

INDEPENDENT SCHOOL DISTRICT NO.624  
Department of Human Resources

FULL-TIME LEAVE REQUESTS - (2009-2010) CERTIFIED STAFF

ANDREW J. MARTINSON - Secondary Mathematics Teacher  
First Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

ERIN M. MOORE - Secondary Communications Teacher  
Third Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

FAWNDA J. NORMAN - Secondary Mathematics Teacher  
Second Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

SARA K. OUSDIGIAN - School Psychologist  
First Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

LAURIE J. PERRON - Special Education Teacher  
Fourth Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

KENT A. PETERSON - Elementary Classroom Teacher  
Fourth Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

JESSICA L. PLUIM - Elementary Classroom Teacher  
Second Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

ELI R. PUPOVAC - Secondary Social Studies Teacher  
Fourth Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

MICHELLE R. REICH - Secondary Mathematics Teacher  
Fifth Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

MARY D. RHUDE - Special Education Teacher  
Third Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

MARY D. ROGERS - Elementary Classroom Teacher  
Fourth Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL



INDEPENDENT SCHOOL DISTRICT NO.624  
Department of Human Resources

FULL-TIME LEAVE REQUESTS - (2009-2010) CERTIFIED STAFF

SARA N. SAHLBERG - Elementary Classroom Teacher  
Second Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

SUSAN L. SEDRO - Elementary Classroom Teacher  
Fourth Year General Leave Request  
Effective Date: 2009-2010 School Year

RECOMMEND APPROVAL

INDEPENDENT SCHOOL DISTRICT NO.624  
Department of Human Resources

NEW PERSONNEL - CLASSIFIED STAFF

JAMES R. PACK - Bus Driver, Bus Garage  
Replacing T. Montgomery who resigned  
\$15.50/hr., 5.50 hrs./day, 50 days  
Effective Date: 03-24-2009

\$4,262.50

RECOMMEND APPROVAL

# **B. PUBLIC FORUM**

During the Public Forum any person may address the School Board on a topic of interest or concern. Listed below are the procedures for Public Forum.

1. Public Forum will follow the Procedural Items on the agenda.
2. Public Forum will be open for 30 minutes (4 minutes per speaker, 10 minutes per topic, and no more than 3 speakers per topic as a general rule). Comments should be brief, and repetition of other public comments should be avoided.
3. Those wishing to address the Board should fill out a card to be turned into the Clerk.
4. Questions may be asked on any topic, excluding those on the agenda.
5. An attempt will be made to answer questions. In those cases where an answer is not available or is not possible to give that evening, a phone call from someone in the administration will be made as a follow-up.
6. A handout on the purpose of School Board meetings and the meeting process is available.
7. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
8. The Chair will attempt to reasonably honor requests to speak, but shall also exercise discretion to recognize time restraints and may limit the number of such presentations accordingly.

# **C. INFORMATION ITEMS**

AGENDA ITEM: Superintendent's Report  
MEETING DATE: April 13, 2009  
SUGGESTED DISPOSITION: Information Item  
CONTACT PERSON(S): Dr. Michael J. Lovett, Superintendent of Schools

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**BACKGROUND:**

Dr. Lovett will provide information on current issues and events pertaining to the White Bear Lake Area Public School District.

# **D. DISCUSSION ITEMS**

# **E. OPERATIONAL ITEMS**

**AGENDA ITEM: WHITE BEAR LAKE SOCIAL STUDIES FRAMEWORK  
RECOMMENDATION ADOPTION**

**DATE: APRIL 13, 2009**

**SUGGESTED DISPOSITION: OPERATIONAL**

**CONTACT PERSON(S): CINDY MOORE**

\*\*\*\*\*

**Background:**

The PreK-5 Curriculum Leaders are requesting an endorsement of the PreK-5 Social Studies Framework and authorization for adoption of Teacher Curriculum Institute curriculum materials to support the Social Studies Framework.

Representation of the Elementary Curriculum Leaders provided an update of the Social Studies Framework at our March 23, 2009 Work-study session with the school board. During the extensive three-year review process, Curriculum Leaders were simultaneously trained in the pedagogy of Authentic Intellectual Work and immersed in building on understanding of social studies, its history as an academic discipline, and the best practice of social studies of teaching and learning. The foundational components of Elementary Social Studies Framework consist of the following:

- National Council of Social Studies (NCSS) Standards
- Core Areas of Social Studies – History, Geography, Economics, Civics/Government
- Expanding Horizons – Self, Family, Neighborhood, City, Region, Nation
- AIW – A professional model and process that serves as a tool to analyze the intellectual quality of teaching and learning.

In February, 2009, the Curriculum Leaders unanimously endorsed the Social Studies Framework and use of Teacher Curriculum Institute materials to implement the social studies program.

**Recommendation: Approval**

**AGENDA ITEM:** 2009-2010 INTEGRATION  
REVENUE PLAN

**DATE:** April 13, 2009

**SUGGESTED DISPOSITION:** OPERATIONAL ITEM

**CONTACT PERSON(S):** Dr. Jill Thelen, Director of Schools

\*\*\*\*\*

**BACKGROUND:**

White Bear Lake has been a part of the East Metro Integration District 6067 (EMID) since 2002. Each year, the District must submit their Integration Revenue Plan-based on projected integration revenue, to the Minnesota Department of Education by April 15, 2009. MDE provides participating Districts with specific rubrics for the development of their integration revenue plans. Integration goal areas must be in alignment with the EMID Integration Revenue Plan.

On the March 23, 2009 School Board Work Study, the 2009-2010 District Integration Revenue Plan was presented and discussed by outlining the five major goal areas for 2009-2010 school year. These goal areas are:

- Goal 1: Partnerships with St Paul Schools
- Goal 2: Student Programming
- Goal 3: K-12 Building allocations for Cultural and Academic Programs
- Goal 4: Equity and Integration Staff
- Goal 5: Cultural Competence through Professional Development

White Bear Lake values the opportunity to be in partnership with East Metro Integration District 6067 as we continue to grow with inclusive opportunities for all students, families, staff and community.

**RECOMMENDATION:** Approve the Integration Revenue Plan 2009-2010





## Integration Revenue Budget Worksheet FY10

Use this worksheet to provide updated budget data that will be used to calculate FY10 Integration Revenue. Address questions on Integration Revenue budget submission to the Office of School Choice Programs and Services, 651-582-8616. Return the completed worksheet with supporting pages from the locally approved budget by April 15th, 2009, to Joy.Moylan@state.mn.us. **Electronic submission is required.**

District Name: White Bear Lake Area Schools  
District Number: 624  
Collaborative: \_\_\_\_\_  
District Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Partner Districts:	Roseville	Mahtomedi	St. Paul
	South Wash. Cty	Spring Lake Park	White Bear Lake
	South St. Paul	Stillwater	
	West St. Paul	Inver Grove Heights	

List all Racially Identifiable school sites in your district:

Integration Revenue	\$ 889,657.00
Alternative Attendance Revenue	\$ 19,449.00
<b>TOTAL REVENUE</b>	<b>\$ 909,106.00</b>

Integration Revenue Contributed to Collaborative	\$ 502,849.00
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Notes or Comments:

### CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2010 Integration Revenue budget that was approved by the school board.

Board Approval Date \_\_\_\_\_

School Board Chair \_\_\_\_\_ Date \_\_\_\_\_

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

MDE Approval: \_\_\_\_\_ Amount: \_\_\_\_\_ Date: \_\_\_\_\_



**Integration Revenue Budget Worksheet**  
**FY10**  
**Inter-District Budget: Goal 1**

District Number: 624

District Name: White Bear Lake Area Schools

To enhance opportunities for students to engage in intercultural classroom experiences with St. Paul Public Schools partnerships.

Line Item Description	UFARS Code (Required)				Budgeted Amount	Expenditures
Provide a short description of the expenditure.	ORG	PROG	FIN	OBJ	Provide the total amount budgeted for this line item.	
<i>Timesheet</i>	005	790	315	185	\$ 8,450.00	
<i>Substitute</i>	005	790	315	145	\$ 3,500.00	
<i>Fees for Services</i>	005	790	315	305	\$ 7,000.00	
<i>General Supplies</i>	005	790	315	401	\$ 3,000.00	
<i>FICA</i>	005	790	315	210	\$ 900.00	
<i>TRA</i>	005	790	315	218	\$ 650.00	
<b>TOTAL</b>					\$ 23,500.00	\$ -

**PARTICIPATION INFORMATION**

	<u>Projected (7/1/09)</u>		<u>Actual</u>	
	Students	Staff	Students	Staff
Participation from Identified Isolated District:	<span style="border: 1px solid black; padding: 2px;">700</span>	<span style="border: 1px solid black; padding: 2px;">25</span>		
Participation from Your District:	<span style="border: 1px solid black; padding: 2px;">1500</span>	<span style="border: 1px solid black; padding: 2px;">40</span>		
Total Program Participation:	<span style="border: 1px solid black; padding: 2px;">2200</span>	<span style="border: 1px solid black; padding: 2px;">65</span>		

**Notes or Comments:** In alignment with EMID #6067 Integrated Plan 2008-2012. Effectiveness of partnerships and after-school programming is measured through formative observations and summative assessments to include the EMID collaborative evaluation.

AGENDA ITEM:	Community Services Matching Grant Program
MEETING DATE:	April 13, 2009
SUGGESTED DISPOSITION:	Operational Item
CONTACT PERSON(S):	Dave Guenther

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**BACKGROUND:**

The Community Services Matching Grant program was established in 1997 to work with local service clubs, municipalities and other groups to enhance recreational facilities and opportunities within the White Bear Lake Area School District.

A sub committee of the Community Services and Recreation Department Advisory Council reviews the grants and makes a recommendation to the Advisory Council. The Advisory Council is recommending that the Board award the grants as presented.

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**Recommendation:**

Approve the Community Services Advisory Council recommendation.

## 2009-2010 Community Services Matching Grant Proposals – \$15,000 Budget

Applicant	Project Description	# People Served	Age Group	Total Project Cost	Amount Requested	Advisory Council Recommendation
W.B. Lacrosse Association	Goals, nets, clocks, stop watches, scoreboards for club use.	175	6-16	\$10,903.00	\$5,450.	\$3,000
W.B. Baseball Association	Field tarps, pop up catch nets, “L” nets, concession stand roof repair	200	7-18	\$8,262.00	\$4,130.	\$3,000
City of Vadnais Heights	Kohler Meadows tennis court backstop addition	1000	8-75	\$6,000.	\$3,000.	\$3,000
City of W.B.L.	McCarty Park playground drinking fountain	500	3-70	\$4,500.	\$2,000.	0
W.B. Soccer Club	3 Sets of mid size soccer goals @ Rice Lake - Hugo	1500	11-12	\$4,875.	\$2438.	2,500
W.B. Soccer Club	Develop south area of Polar Lakes Park soccer complex - irrigation	1500	5-19	\$10,000.	\$5,000.	3,500
<b>Totals</b>					<b>\$22,018.</b>	<b>\$15,000</b>

AGENDA ITEM: School Board Policy #505, Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employee

MEETING DATE: April 13, 2009

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON(S): David Guenther, Director of Community Services and Recreation

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**BACKGROUND:**

School Board Policy #505, Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employee, has been reviewed by the School Board Policy Committee and had a first reading at the March 9 School Board meeting. The changes recommended are consistent with those recommended by MSBA.

**RECOMMENDATION:** Approve School Board Policy #505, Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employee

Adopted: August 26, 1996  
Revised: \_\_\_\_\_

White Bear Lake Area School  
Board Policy #505

## **505 DISTRIBUTION OF NON-SCHOOL SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES**

### **I. PURPOSE**

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. Independent School District 624 recognizes that students and employees have the right, protected by the First Amendment of the Constitution of the United States, to exercise freedom of expression on school property. Inclusive in this protection is the right to distribute at a reasonable time and place and in a reasonable manner, non-school sponsored written materials, petitions, buttons, badges or similar items.
- B. To protect First Amendment rights, ~~of students and employees~~, while at the same time preserving the integrity of the educational objectives and responsibilities of the District, Independent School District No. 624 adopts and institutes the following regulations regarding the distribution of non-school sponsored material on school property.

### **III. DEFINITIONS**

The terms used in this policy shall have the meanings given to them in this definitions section. Though a word or term may have one or more different meanings outside of this policy, the word or term shall have the meaning given to it in this definitions section when used in this policy.

- ~~A.~~ "Distribute" or "Distribution" means circulation or dissemination of written material by any means, including handing out free copies, selling or offering copies for sale and accepting donations for copies, posting or displaying material, or placing material in internal staff or student mailboxes. ~~"Distribution" also includes "posting" or other displaying of written material in areas of the school which are generally frequented by students.~~
- ~~B.~~ "Non-school sponsored material" includes all written material except school newspapers, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples of non-school sponsored materials may include, but are not limited to, leaflets, brochures, flyers, petitions, posters and underground newspapers, whether written by students or others.

B.C. "Obscene to minors" is defined as:

1. Written material which would cause the average person, applying contemporary community and school standards, to find that the written material, taken as a whole, appeals to the prurient interest of minors.
2. Written material which depicts or describes, in a manner patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts, masturbation, excretory functions, and exhibition of the genitals.
3. The written materials, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

A.D. "Minor" means any person under the age of eighteen (18).

E. "Material and substantial disruption of a normal school activity" means:

~~is defined as any disruption which interferes with or impedes the implementation of an educational program or other school activity of the District.~~

~~In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be anticipated. These specific facts MAY include, among other things, past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the material in question.~~

1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
2. Where the normal school activity is voluntary in nature (including without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- ~~E~~.F. "Community", unless expressly stated otherwise, means the city, town, village or township in which the district is located. Unless otherwise stated, community does not mean only that group of people associated with the schools in the district.
- ~~E~~.G. "School activities" means any activity of students which is sponsored by the school and includes, but is not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- ~~F~~.H. "Posting" means placing material in a conspicuous place for public review. Examples of conspicuous places for public review include, but are not limited to, bulletin boards, lounges, walls, posts and windows that are frequently viewed by the general school population.
- ~~G~~.I. "Distribution time" is the time a person wishes to begin distributing non-school sponsored material.
- ~~H~~.J. "School property" includes all real property and buildings owned by the School District as well as school buses. It is not limited to any particular school building or to any particular school campus.
- K. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the self esteem of the community.
- ~~K~~.L. "Approval" by the school district is not the same as, nor does it imply authorization by the school district.

#### IV. GUIDELINES

- A. No person, employee or student may distribute, post, or otherwise display any non-school sponsored written material without first obtaining the approval of the building principal.
- B. Written material which will not be approved includes, but is not limited to, material which:
1. is obscene to minors;
  2. is libelous or slanderous;
  3. is pervasively indecent or vulgar; or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;



4. advertises any product or service not permitted to minors by law;
5. invades the privacy of another person or endangers the health or safety of another person;
6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin or sexual preference);
7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Distribution by students and employees of non-school sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to the following:

1. whether the material is educationally related;
2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether distribution would require assignment of school district staff, used of school district equipment, or other resources;
6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

#### **~~VII.V. TIME, PLACE AND MANNER OF DISTRIBUTION~~**

- A. ~~After receiving approval from the building principal or superintendent to distribute non-school sponsored materials, a person may distribute those materials~~

~~only at the time, place, and manner specifically listed in the request to the principal.~~

B. ~~Though not exclusive, the following times are not acceptable times for distributing non-school-sponsored materials:~~

- ~~1. During class periods;~~
- ~~2. During the time between class periods, excluding the time between the end of the last class before lunch period and the beginning of the first class period following lunch period; and~~
- ~~3. During pep assemblies, study halls, band concerts, school plays, or other school-sponsored activities.~~

C. ~~The following places are not acceptable places for distributing non-school-sponsored materials:~~

- ~~1. Classroom;~~
- ~~2. School-sponsored activities;~~
- ~~3. Places at which the distribution of material is likely to cause a material and substantial disruption of the activity taking place; and~~
- ~~4. Places at which the distribution of material would block the safe flow of traffic within the corridors and exterior doors of the school.~~

D. ~~Though not exclusive, the following are unacceptable methods in which to distribute non-school-sponsored material:~~

- ~~1. Methods which are likely to cause a material and substantial disruption of normal school activities and events; and~~
- ~~2. Methods which block the safe flow of traffic within the corridors and exterior doors of the school.~~

A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.

B. Distribution of nonschool sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

C. No one shall coerce a student or staff member to accept any publication.

D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

## **V.VI. PROCEDURES**

- A. Persons wishing to distribute non-school sponsored written material on school property must have the written material approved, **prior to distribution**, by the building principal.
- B. To have non-school sponsored written material approved for distribution on school property a person must submit an exact duplicate of such written material to the building principal at least 48 hours in advance of the desired distribution time.
- C. In addition to an exact duplicate of the material desired to be distributed, the person shall submit the following information to the principal:
  - 1. The name and phone number of the person submitting the request and, if a student or employee, a schedule of classes or places the student or employee can be contacted during the school day.
  - 2. A list of times, dates and locations the material will be distributed.
  - 3. ~~The grades and ages of the students to whom the material is to be distributed.~~ If intended for students, the grade(s) of students to whom the distribution is intended.
  - 4. The manner in which the material will be distributed.
- D. Within 24 hours of the receipt of the information required by letter A and B above, the building principal will inform the person requesting approval whether or not the material may be distributed. If the request for approval is granted, the building principal may use any reasonable method to inform the person of the approval. If the request is denied, the building principal may use any reasonable method to inform the person of the denial; however, the principal must, upon request of the person submitting the request, provide a written denial of the request to distribute, including the reasons for the denial. This written denial must be made available to the person submitting the request within 24 hours of the request for a written denial.
- E. If the person submitting the request to distribute material disagrees with the building principal's denial of his or her request, that person may appeal the decision by submitting a written statement to the School District Superintendent, stating the reasons the person disagrees with the denial by the building principal and requesting that the superintendent allow the distribution of the material. This appeal must include an exact copy of the material desired to be distributed and a copy of the building principal's written denial of the original request to distribute the material.
- F. Within 48 hours of the receipt of the appeal by the Superintendent, the superintendent shall provide a written response to the request for permission to distribute the material, including the reasons for the decision if the request is denied by the Superintendent.

- G. The time periods stated in letter B and D above shall not include Saturdays, Sundays or school holidays.

## VII. DISCIPLINARY ACTION

- A. ~~If a student violates this policy regarding the distribution of non-school sponsored material, the following disciplinary action will be taken:—~~
- ~~1. The School District policy regarding discipline of students will be followed, in conjunction with the Pupil Fair Dismissal Act, and appropriate action will be taken.~~
  - ~~2. The above mentioned appropriate action may constitute detention, suspension, expulsion, or other action appropriate under School District policy and the Pupil Fair Dismissal Act.~~
- B. ~~If a district employee violates this policy regarding the distribution of non-school sponsored material, the following disciplinary actions will be taken:~~
- ~~1. The School District policy regarding discipline of employees will be followed, in conjunction with the negotiated agreement of the offending employee's bargaining unit and the applicable Minnesota Statutes.~~
  - ~~2. The appropriate action mentioned above may constitute a notice of deficiency, suspension, or termination as appropriate under district policy and the negotiated agreement and applicable Minnesota Statutes.~~
- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken in accordance with the school district's Student Discipline Policy.
- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave school property immediately and, if necessary, the police will be called.

## VIII. PERMISSION TO DISTRIBUTE MATERIAL DOES NOT CONSTITUTE APPROVAL OF CONTENT

- A. By allowing distribution of non-school sponsored material, the School District does not in any way imply that the School District, the superintendent, the principal or any other employee involved in the application procedure approves of the material or its contents.
- B. The contents, views and ideas presented in any non-school sponsored material distributed on school property are exclusively the views and ideas of the persons distributing the material. The School District, superintendent, principal or other employees involved in the application process make no representation, either approving or disapproving of the content of the material, by allowing distribution of the material.

## **IX. APPLICATION TO OTHER SCHOOL RULES AND POLICIES**

Nothing in this policy affects any other policy of School District #624, except that if this policy conflicts with any other school rule or policy (with the exception of District policy 904 Addendum A regarding elections) this policy regarding distribution of non-school sponsored material shall take precedence over the other policy to the extent necessary to carry out the provisions of this policy regarding distribution of non-school sponsored material.

## **X. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES**

A copy of this policy will be published in student handbooks and posted in school buildings.

**Legal References:** U.S. Constitution, First Amendment, U. S. Const., amend. I  
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988).  
Bethel Sch. Dist. No. 403 v. Fraser, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986).  
Tinker V. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).

**Cross References:** WBLASB Policy 403 (Discipline, Suspension and Dismissal of School District Employees)  
WBLASB Policy 506 (Student Discipline)  
WBLASB Policy 512 (School Sponsored Student Publications)  
WBLASB Policy 904 (Distribution of Materials on School District Property by Non-school Persons)  
~~MSBA Service Manual, Chapter 13, School Law Bulletin "K" (Personal Liability of Individual School Board Members for Dollar Damages for Violation of Students Civil Rights Under the Civil Rights Act of 1871)~~

AGENDA ITEM: School Board Policy #904, Distribution of Materials on  
School District Property by Nonschool Persons

MEETING DATE: April 13, 2009

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON(S): David Guenther, Director of Community Services  
and Recreation

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**BACKGROUND:**

School Board Policy #904, Distribution of Materials on School District Property by Nonschool Persons, has been reviewed by the School Board Policy Committee and had a first reading at the March 9 School Board meeting. The changes recommended are consistent with those recommended by MSBA.

**RECOMMENDATION:** Approve School Board Policy #904, Distribution of Materials on School District Property by Nonschool Persons.

## **904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS**

### **I. PURPOSE**

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting, within the limitations and provisions of this policy.
- B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, ~~or~~ posting or displaying material-s, or placing materials in internal staff or student mailboxes.
- B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.
- C. "Nonschool person" means any person who is not currently enrolled as a student or employed by the school district.
- D. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- E. "Minor" means any person under the age of eighteen (18).
- F. "Material and substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- G. "School activities" means any activity sponsored by the school, including but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.
- H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

#### IV. GUIDELINES

- A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.



B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;
2. is libelous;
3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
4. advertises any product or service not permitted to minors by law;
5. advocates violence or other illegal conduct;
6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Permission for nonschool persons to distribute materials ~~by nonschool persons~~ on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to the following:

1. whether the material is related to the educational needs, health and safety, or welfare of students;
2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline or school activities;
3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether distribution would require assignment of school district staff, use of school district equipment or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

## **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

If permission is granted pursuant to this policy for the distribution of any materials, the time, place and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

## **VI. PROCEDURES**

- A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:
  1. Name and phone number of the person submitting the request.
  2. Date(s) and time(s) of day of requested distribution.
  3. If material is intended for students, the grade(s) of students to whom the distribution is intended.
  4. The proposed method of distribution.
- B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. ~~In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.~~ If the request is denied, the administrator may use any reasonable method to inform the person of the denial; however, the administrator must upon request of the person submitting the request, provide a written denial of the request to distribute, including the reasons for denial.
- C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.
- D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

## **VII. VIOLATION OF POLICY**

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

## **VIII. IMPLEMENTATION**

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

### ***Legal References:***

U.S. Constitution, First Amendment. U.S. Const., amend. I  
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988).  
Doe v. South Iron R-1 School District, 498 F.3d 878 (8<sup>th</sup> Cir. 2007)  
Bystrom v Fridley High School, 822 F.2d 747 (8<sup>th</sup> Cir.1987)  
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985).  
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983).

### ***Cross References:***

WBLASB Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
WBLASB Policy 512 (School Sponsored Student Publications)

AGENDA ITEM: School Board Policy #206, Public Participation in School Board Meetings

MEETING DATE: April 13, 2009

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON(S): Marisa Vette, Communications Coordinator

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**BACKGROUND:**

School Board Policy#206, Public Participation in School Board Meetings, has been reviewed by the School Board Policy Committee and had a first reading at the March 9 School Board meeting. The changes recommended are consistent with those recommended by MSBA.

**RECOMMENDATION:** Approve School Board Policy #206, Public Participation in School Board Meetings.

*Adopted: November 13, 1995*

*White Bear Lake Area School Board Policy 206*

*Revised: August 25, 2003*

*Revised: January 10, 2005*

*Revised: November 8, 2007*

## **206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS**

### **I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

### **II. GENERAL STATEMENT OF POLICY**

- A. It is the policy of the school board to encourage discussion by citizens of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

### **III. DEFINITIONS**

- A. "Personnel data" means data on individuals collected because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer, an independent contractor, and a member of an advisory board.
- B. Personnel data on current and former employees that is "public" includes:

Name; actual gross salary; salary range; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit, job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition

of any disciplinary action together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the terms of any agreement settling any dispute arising out of the employment relationship, including a superintendent buyout agreement, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; honors and awards received; payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data; and city and county of residence.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection. Names and home addresses of applicants for appointment to and members of an advisory board or commission are public.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- ~~F. Data on applicants for election or appointment to a public body, including a school board, are public. The data includes: name, city of residence, education and training, employment history, volunteer work, awards and honors, and prior government service or experience. Other data on applicants are classified as private personnel data if the school board classifies school board members as employees. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; and prior government service. Once an individual has been appointed to a public body, the following additional items of data are public: residential address and either a telephone number or electronic mail address where the~~

appointee can be reached, or both at the request of the appointee; provided, however, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13.D.05 (Not Public Data).
  - 4. right to private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
  - 1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
  - 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
  - 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

#### **V. THE PUBLIC'S OPPORTUNITY TO BE HEARD**

The school board will strive to give all citizens of the school district an opportunity to be heard and to have complaints considered and evaluated within the limits of the law and this policy and subject to reasonable time, place and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public data).

## VI. PROCEDURES

### A. Agenda items.

1. Citizens who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The citizen should provide his or her name, address, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Citizens who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.



B. Complaints.

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from paragraph 1 of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

B. Open Forum

The school board shall normally provide a specified period of time where citizens may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

## **VII. PENALTIES FOR VIOLATION OF DATA PRIVACY**

- A. The school district is liable for damages, costs and attorneys' fees, and in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointments)

Minn. Stat. § 13D.05 (Open Meeting Law)  
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)  
Minn. Stat. § 121A.33 Subd. 3 (Coaches, Opportunity to Respond)  
Minn. Stat. § 122A.40 Subd. 14 (Teacher Discharge Hearing)  
Minn. Stat. § 122A.44 (Contracting with Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
Minn. Op. Atty. Gen. No. 852 (July 14, 2006)

***Cross References:*** WBLASB Policy 205 (Open Meetings and Closed Meetings)  
WBLASB Policy 207 (Public Hearings)  
WBLASB Policy 406 (Public and Private Personnel Data)  
WBLASB Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Service Manual, Chapter 13, School Law Bulletin “C”  
(Minnesota’s Open Meeting Law)  
MSBA Service Manual Chapter 13, School Law Bulletin “I” (School  
Records-Privacy-Access to Data)

AGENDA ITEM: Summer Academy Joint Powers Agreement

MEETING DATE: April 13, 2009

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON(S): Dr. Michael J. Lovett, Superintendent

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**BACKGROUND:**

Over the past several months, Karen Keppel, an attorney who works with area districts through the arrangement we have with 916, drafted a potential joint powers agreement for area schools to consider regarding Summer Academy for 2009.

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**Recommendation:**

Approve the Summer Academy Joint Powers Agreement for 2009.

## **JOINT POWERS AGREEMENT**

**THIS AGREEMENT**, is made and entered into by and between Independent School District No. 11, Anoka-Hennepin School District; Independent School District No. 12, Centennial Public Schools; Independent School District No. 13, Columbia Heights Public Schools; Independent School District No. 831, Forest Lake Area Schools; Independent School District No. 14, Fridley Public Schools; Independent School District No. 832, Mahtomedi Public Schools; Independent School District No. 621, Mounds View Public Schools; Independent School District No. 622, North St. Paul-Maplewood-Oakdale School District; Independent School District No. 623, Roseville Area Schools; Independent School District No. 282, St. Anthony-New Brighton School District; Independent School District No. 15, St. Francis Public Schools; Independent School District No. 16, Spring Lake Park Schools; Independent School District No. 834, Stillwater Public Schools and Independent School District No. 624, White Bear Lake Area Schools.

**WHEREAS**, the school districts named above have a mutual desire to continue to provide gifted and talented enrichment opportunities through the North Suburban Summer Academy Program (“Summer Academy”); and

**WHEREAS**, the parties to this Agreement desire to make available to each participating school district the administrative and financial benefits of cooperative educational enrichment summer programming for students served by their respective school districts; and

**WHEREAS**, the parties to this Agreement desire to enter into a Joint Powers Agreement to facilitate the provision of educational enrichment summer programming through Summer Academy, 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**, it is hereby agreed, by and between the parties hereto as follows:

**I. PURPOSE**

- A. The North Suburban Summer Academy for high potential students is established as a cooperative, summer educational program for high potential students from participating school districts.
- B. The general purpose shall be accomplished by the Summer Academy Board, which shall administer the Academy program on behalf of the participating districts. The management and control of the North Suburban Summer Academy for High Potential Students shall be vested in the Summer Academy Board of Directors.

**II. ORGANIZATION OF THE SUMMER ACADEMY BOARD**

- A. Summer Academy shall be governed by a Board of Directors composed of the Superintendent or designee of each participating school district. In addition, the host district, the school district serving as fiscal agent, and a participating school district employing Summer Academy's Executive Director, if any, shall each have an additional voting administrative representative on the Summer Academy Board of Directors. The Academy's Executive Director shall be an ex-officio member of the Board of Directors.
- B. The Officers of the Summer Academy Board shall be a Chair, Vice-Chair, and recording Secretary who shall be representatives of the participating districts.
- C. The Summer Academy Board officers shall be determined by the members of the Summer Academy Board at its first fall meeting of each school year. A term of an officer is for one year and such term shall expire at the meeting at which the new officers are determined. Officers may serve consecutive terms.

- D. The Summer Academy Board shall meet at least quarterly and at such other times as is deemed necessary. Meetings of the Board shall be called by the Chair or by any two Board Members. At least a five-day notice shall be given for any such meeting. Representatives from the majority of the Districts shall constitute a quorum for the transaction of business. A simple majority vote of those Board Members present is required for all matters, with the exception of budget adoption and approval of the Executive Director's contract, which shall require a vote by 2/3 of the Board Members.
- E. Representation on the Summer Academy Board is essential to the operation of the Academy. Participating districts are strongly encouraged to make sure they are represented at each meeting.
- F. The Board of Directors shall retain an Executive Director as an independent contractor who shall attend to the daily operations of Summer Academy.
- G. Summer Academy shall have an Executive Committee composed of the following: the Officers of the Summer Academy Board of Directors, the Summer Academy Executive Director, an administrative representative from the school district serving as the fiscal agent of Summer Academy and one at-large administrative representative from a participating school district, designated by the Board of Directors of Summer Academy.
- H. The Executive Committee shall govern the business of the Academy in the absence of the Academy Board. The Board of Directors shall review all action by the Executive Committee and shall be vested with the authority to repeal and/or overrule Executive Committee action.
- I. Superintendents shall receive a copy of the current Summer Academy brochure and an annual written summary of the recently concluded Summer Academy. Included with the summary will be an acknowledgement of each district's intent to participate in Summer Academy for the next year.

### **III. POWERS AND RESPONSIBILITIES OF THE SUMMER ACADEMY BOARD**

- A. The Summer Academy Board is empowered to act in the interest of the participating districts.
- B. The Summer Academy Board may:
  - 1. Take and hold by purchase, lease, grant or assignment, property for its use within the scope of this Agreement, to provide and to dispose of the same when the need for it is ended.

2. Apply for and receive federal, state, local, private or other funds for which it is eligible.
3. Enter into contracts and disburse funds, as it deems appropriate, for the purpose of the Academy programs and in accord with the adopted budget.
4. Retain professional, support staff, and consultants as and when the need arises, but only to the extent that funds have been made available to it for that purpose.
5. Organize and establish educational programs and services.
6. Approve by majority vote the participation of and addition to the Summer Academy Board of Directors additional school districts after the execution of this Agreement.

C. The Summer Academy Board shall:

1. Approve job descriptions, qualifications and compensation for consultants and independent contractors retained by the Board.
2. Contract with the Executive Director who shall be responsible to the Summer Academy Board for the administration of Academy programs.
3. Obtain criminal background checks on all consultants and independent contractors retained by the Board.
4. Establish and adopt policy and guidelines for the operation of the Summer Academy program.
5. Review and approve the Summer Academy annual budget submitted by the Executive Director on or before April 1 each year.
6. Review and approve the Summer Academy financial statements following the conclusion of each Summer Academy program year on or before September 1 each year.

D. The Summer Academy Board shall do what is reasonably necessary to achieve the purpose of this agreement to the extent that such action is within the intent and purpose of this agreement and complies with all state and federal statutory provisions which are applicable to the participating districts.

- E. With the exception of those costs that can be addressed through in-kind contributions, student fees shall cover all actual costs.

#### **IV. OBLIGATIONS AND RESPONSIBILITIES OF PARTICIPATING DISTRICTS**

- A. Appoint one representative (Superintendent or designee) and provide release time as necessary to serve as a delegate on the Academy Board.
- B. Conduct recruitment of qualified students.
- C. Assist with consultant recruitment. This includes but is not limited to:
  - 1. Summer Academy Board members participating on interview teams to approve course offerings and consultant selections.
  - 2. Posting of consultant or independent contractor staffing needs within member districts.
- D. Shared use of equipment for summer programs.

#### **V. POWERS AND RESPONSIBILITIES OF THE HOST DISTRICT**

- A. For the 2009 Summer Academy, the Host District shall be Independent School District No. 13, Columbia Heights Schools. Each Academy thereafter, the Academy Board shall designate the Host District.
- B. The Host District shall provide facilities and services for the Summer Academy Program. Two and one-half percent (2 ½ %) of the Summer Academy's net tuition shall be paid to the Host District each year.

#### **VI. PROGRAMS AND SERVICES**

- A. Summer opportunities for high potential students shall be shared by participating districts. These will be coordinated with district programs to enhance opportunities without conflicting with district programs through duplication of efforts.
- B. Joint research, evaluation and planning related to programs for high potential students shall be carried out when agreed to by the Summer Academy Board.



- C. Summer program attendance for students from non-participating districts shall be permitted on a space available basis, after a specified date, and may be at an alternative fee as determined by the Summer Academy Board.

## **VII. FINANCING THE NORTH SUBURBAN SUMMER ACADEMY FOR HIGH POTENTIAL STUDENTS**

The Summer Academy Board shall be empowered to finance the education programs implemented pursuant to the Agreement as follows:

- A. By payments in the form of student fees to attend the Summer Academy, the amount to be determined by the Summer Academy Board.
- B. By maintaining records, disbursing funds and accepting receipts in accordance with the budget as recommended by the Summer Academy Board.
- C. By recommending that the reserve fund balance be set at 5% of the most recent year's net tuition, to be reviewed annually.
- D. The fiscal year for the North Suburban Summer Academy shall be from July 1 through June 30, except for the initial fiscal year under this Agreement, which shall run from January 1, 2009 through June 30, 2009.

## **VIII. POWERS AND RESPONSIBILITIES OF THE FISCAL AGENT**

- A. The Summer Academy Board shall contract with a fiscal agent. For the 2009 Summer Academy, the fiscal agent shall be Independent School District No. 13, Columbia Heights Schools.
- B. The fiscal agent shall pay bills, issue payroll checks, and receive monies for the Summer Academy, as well as provide financial statements of revenues and expenditures.
- C. The fiscal agent shall receive 2.5% of the net tuition each year as payment for services rendered.
- D. The Summer Academy Executive Director and /or Summer Academy Board shall approve disbursement of funds.
- E. The fiscal agent shall provide any interest money derived from Summer Academy to the Summer Academy Board.
- F. The duties and obligations of the fiscal agent are further set forth on Exhibit A, attached hereto and made a part hereof.

**IX. TERM OF AGREEMENT AND DISPOSITION OF PROPERTY UPON EXPIRATION OF THE JOINT POWERS AGREEMENT**

This Joint Powers Agreement shall be effective from January 1, 2009 through the completion of all duties and obligations relating to the 2009 Summer Academy, after which the Joint Powers Agreement may be renewed for three-year successive terms from July 1 through June 30 by a majority vote of the Board of Directors of Summer Academy. Upon expiration of the Agreement, any property acquired on behalf of Summer Academy as a result of the Joint Powers Agreement shall be sold and the proceeds divided equally amongst the participating school districts.

**X. AGREEMENT ADMINISTRATION AND IMPLEMENTATION**

The ISD No. 13 administrator and the Academy Executive Director directly involved in providing the facility or services at this time shall be the Superintendent of ISD No. 13, Kathy Kelly, and Mary Carlson Pap, ISD No. 623, respectively.

**XI. NOTICES**

Any notices to or communication regarding Summer Academy for purposes of this Agreement shall be sent to:

Mary Carlson Pap  
Roseville Area Schools  
EDC @ Fairview  
1910 County Road B West  
Roseville, MN 55113

Kathy Kelly, Superintendent  
Columbia Heights Public Schools  
1440 49<sup>th</sup> Avenue NE  
Columbia Heights, MN  
55421

**IN WITNESS WHEREOF**, ISD No.11, ISD No. 12, ISD No.13, ISD No. 831, ISD No. 14, ISD No. 832, ISD No. 621, ISD No. 624, ISD No. 623, ISD No. 282, ISD No. 15, ISD No. 16, ISD No. 834 and ISD No. 624 have executed this Agreement by the signatures below and have approved this Agreement by their respective school boards, on the dates written below.

\_\_\_\_\_  
Independent School District No. 11

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

\_\_\_\_\_  
Independent School District No. 12

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

\_\_\_\_\_  
Independent School District No. 13

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

\_\_\_\_\_  
Independent School District No. 831

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

\_\_\_\_\_  
Independent School District No. 14

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

\_\_\_\_\_  
Independent School District No. 832

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

\_\_\_\_\_  
Independent School District No. 621

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

\_\_\_\_\_  
Independent School District No. 622

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

\_\_\_\_\_  
Independent School District No. 623

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

\_\_\_\_\_  
Independent School District No. 282

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

\_\_\_\_\_  
Independent School District No. 15

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

\_\_\_\_\_  
Independent School District No. 16

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

\_\_\_\_\_  
Independent School District No. 834

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

\_\_\_\_\_  
Independent School District No. 624

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

## **EXHIBIT A**

### **FISCAL AGENCY AGREEMENT BETWEEN ISD NO. 13 AND NORTH SUBURBAN SUMMER ACADEMY FOR HIGH POTENTIAL STUDENTS**

THIS AGREEMENT, is made and entered into by and between the North Suburban Summer Academy for High Potential Students, hereinafter known as the "Academy", and Independent School District No. 13, Columbia Heights Minnesota, hereinafter known as the "District".

WHEREAS, the Academy provides summer educational programs for high potential students in accordance with the Joint Powers Agreement by and between the fourteen participating school districts, for the term January 1, 2009 through June 30, 2009; and

WHEREAS, the Academy obtains its funding through tuition, grants and other resources available to it; and

WHEREAS, the District's sole obligation 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 District shall serve as the fiscal agent to the Academy. Services shall include the reporting of the financial condition of the Academy in accordance with UFARS and standard financial practices. All funds and accounts of the Academy shall be maintained separate and apart from district funds and accounts.
2. The District shall include the Academy as part of its annual fiscal report, and that report shall be subject to regular District and State audits as required by law.
3. As payment for services provided by the District as fiscal agent, including but not limited to, custodial services provided during regular custodial shift hours, the Academy shall pay the District 2.5% of net tuition revenues received by the Academy for the operation of its programs. Such payments shall be made to the District on an annual basis and shall be received on or before the end of each contract year.

4. The Academy shall have access to District copy and duplication equipment for office and administrative purposes only. Said use shall be subject to mutual agreement by the Academy and the District, and shall be in accordance with duplication procedures in place within the District. The Academy shall provide at its expense all supplies needed for its use of district duplication equipment.
5. The Academy is organized as an independent, self-sustaining educational program through its Joint Powers Agreement, and is not a part of the legal structure of the District. The Academy is governed by its own Board of Directors, which is comprised of participating school districts. The Academy Board of Directors shall enter into whatever contracts it deems necessary to facilitate its purposes and programs.
6. To the extent that any profit or loss is sustained by the Academy, such profit or loss is attributed only to the Academy and its Board of Directors, and not to the District. The Academy Board of Directors shall designate the individual who shall have authority to approve and submit expenditures to the District for payment and shall provide to the District minutes of the Academy Board of Directors meeting(s) at which the Board designated such individual who shall have authority to approve and submit expenditures to the District. The Academy Board of Directors or its designee shall also provide the District with copies of all contracts or agreements, which are submitted to the District for payment, and all such contracts must be signed by the Chairperson or designee of the Summer Academy Board of Directors. As the fiscal agent for the Academy, the District shall not have authority to approve or disapprove expenditures, but shall only function as the conduit of monies received and expenditures made by the Academy, which have been approved by the Summer Academy Board of Directors in accordance with the Joint Powers Agreement.
7. The Academy may use the District's taxpayer identification number to purchase supplies and services necessary for the operation of the Academy.
8. The District shall issue a P-card for the Academy's use, permitting funds to be withdrawn directly from or deposited directly to the Academy's accounts payable and accounts receivable.
9. The District shall bill the Academy for all fiscal agency services provided by the District for the benefit of the Academy including, but not limited to, the District's systems operations employee if contracted as a consultant to the Academy and any overtime for custodial services performed after regular custodial shift hours.

10. The Academy 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 Academy, and shall provide proof of such insurance to the District on an annual basis. The District shall be named as an additional insured on such insurance policy.
11. The Academy shall assume full liability for its activities and programs and shall indemnify and hold harmless the District, its officers, agents, and employees from any suits, claims, or liability arising under this Agreement or arising from the operation of the Academy.
12. The Academy shall determine what programs are offered each year, and shall determine all staffing needs each year, without the consultation or approval of the District.
13. All payments made in the operation of the Academy, shall be made from funds generated by the Academy and it is understood that under no circumstances is the District undertaking or obligated to provide its funds for the operation of the Academy.
14. No employee, independent contractor or agent of the Academy shall be considered an employee of the District for any purpose, including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation; teachers' or public employees' retirement; social security; liability; insurance; keeping of personnel records; termination or discharge of employment; individual contracts; and continuing contract rights.
15. The District shall have no authority under any circumstances to hire or retain, discipline, supervise, evaluate, provide work direction, set hours of work or operation of the Academy, or discharge any employee, independent contractor, or agent of the Academy.
16. This agreement may be amended only in writing executed by both parties.
17. This agreement shall be governed by the laws of the State of Minnesota.
18. This agreement shall be in full force and effect for the period from January 1, 2009 through June 30, 2009, and may be extended by mutual agreement for successive three-year terms. Either party wishing to terminate this agreement must give a 90-day notice prior to the expiration date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and each warrants that s/he is empowered and authorized to execute this agreement.

**North Suburban Summer Academy**

By \_\_\_\_\_

Its \_\_\_\_\_

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

**Independent School District No. 13**

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

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



AGENDA ITEM: **Project Enhance Grant**  
MEETING DATE: **April 13, 2009**  
SUGGESTED DISPOSITION: **Operational Item**  
CONTACT PERSON(S): **Kathleen Daniels, Director of Special Services**

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**BACKGROUND:**

**CONTRACTS FOR SERVICES WITH RAMSEY COUNTY**

Contracts are again proposed with Ramsey County for Project Enhance, to provide community based mental health services to students with severe emotional disturbance and to their families from January 1, 2009 – December 31, 2009. District 624 is one of four districts in Ramsey County participating in the project. Ramsey County will place social workers in each of the four school districts.

Ramsey County requires two contract documents. The first contract provides that the school district purchase Project Enhance Services from the County in an amount not to exceed \$119,425. Under the second contract, the County agrees to pay the school district \$59,713 for administrative services and facilities. That amount, combined with state special education revenue enables the services to be provided at no additional cost to District 624. The revenue and expenditures are included in the 2008-2009 General Fund budget and will be included in the 2009-2010 General Fund budget.

Therefore, the Interim Director of Special Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 624 that the contracts with Ramsey County for Project Enhance are approved.

**Recommendation:** Approve

**CONTRACT FOR ENHANCE SERVICES  
BETWEEN  
RAMSEY COUNTY THROUGH ITS COMMUNITY HUMAN SERVICES  
DEPARTMENT  
AND  
WHITE BEAR LAKE AREA SCHOOLS, #624**

White Bear Lake Area Schools, ISD # 624 (ENHANCE), located at 4855 Bloom Avenue, White Bear Lake, Minnesota, 55110, hereinafter referred to as the School District, and Ramsey County, through its Community Human Services Department, located at 160 East Kellogg Blvd., St. Paul, MN 55101, hereinafter referred to as the County, do hereby enter into this agreement for the period of January 1, 2009 through December 31, 2009.

**I. PURPOSE**

The purpose of this agreement is to set forth the terms under which the County through its Community Human Services Department will provide mental health related services (Enhance) to individual students experiencing severe emotional disturbance (SED) and their families who are Ramsey County residents in the School District. The student's Coordinated Service Plans (IIP) or Individual Educational Plans (IEP) will contain documentation of the need for such related services as part of their educational program.

**II. SERVICES TO BE PROVIDED**

The County agrees that all mental health related services provided under this agreement will be known as Enhance and shall meet the requirements of the Children's Mental Health Act, and will be for the purpose of assisting resident students to achieve IEP goals and objectives. Services will be provided in accordance with mutually agreed upon policy and procedures.

Qualifications of County Staff providing Enhance must at a minimum include certification from the state Board of Social Work. Licensure from the state Board of Teaching as a School Social Worker is preferred.

A component of Enhance services provided by the County will be clinical supervision. Clinical supervision is the process of control and direction of mental health services by which a mental health professional accepts responsibility for the supervisee's actions and decisions, instructs the supervisee in the supervisee's work, and oversees or directs the work of the supervisee. The clinical supervisor must accept full professional responsibility. Furthermore, the clinical supervisor must conduct an on-site observation in the School District during a staff member's first month of employment and annually thereafter.

**III. OTHER CONDITIONS**

To facilitate effective provision of Enhance services the County and the School District agree to meet regularly, but in no event less than quarterly, and to consult with each other prior to making significant adjustments to staff or service levels.

The County shall make every reasonable effort to maintain sufficiently qualified staff to deliver Enhance related services according to the terms of this agreement. Consultation in assignment of staff will be conducted in cooperation with School District staff.

The County shall, in writing within 10 days, notify the School District whenever it is unable to, or going to be unable to, provide the required quality or quantity of the Enhance mental health related services. Upon such notification the School District shall determine whether such inability will require modification or cancellation of this agreement.

The School District's designated special education administrator is responsible for the supervision of this agreement.

#### **IV. COST AND CONDITIONS OF PAYMENT**

Reimbursement of expenses incurred by the County for providing Enhance services to eligible students and families is through cost reimbursement method based on a quarterly signed billing form with a quarterly report and year-to-date expenses. The maximum paid for services under this provision will be **\$119,425**.

The County shall, within fifteen (15) working days following the last day of each quarter submit an invoice for services purchased on a form acceptable to the School District. The School District shall make payment to the County within thirty (30) days of the date on which the invoice is received. The School District has absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days after the last day services were provided in that billing period.

The County agrees to provide itemized documentation upon request by the School District of expenses incurred for auditing purposes. Payment is conditional on compliance by the County with the Children's Mental Health Act, and all other applicable laws, rules and standards and the terms of the contractual agreement.

#### **V. AUDIT**

The County agrees to maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently reflect all direct costs of any nature incurred in the performance of the agreement. These books, records, documents and accounting procedures and practices and practices relevant to the agreement shall be subject at all reasonable times to inspection, review or audit on site by personnel of the School District, personnel authorized by the School District, and either the Legislature Auditor or the State Auditor as appropriate.

#### **VI. LIABILITY**

Each party to this Agreement shall be liable for the acts of its agents, volunteers and employees and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other party, its agents, volunteers or employees. It is understood and agreed that liability and damages arising from the parties' acts and omissions are governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable law.

#### **VII. DATA PRIVACY**

All data collected, received, maintained or disseminated for any purpose in the course of the County's performance of this agreement is governed by the Minnesota Government Data Privacy

Act, Minnesota Statute Chapter 13, or any other applicable state statutes and state rules adopted to implement the act, as well as Federal regulations related to data privacy.

#### **VIII. EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND CIVIL RIGHTS**

The County agrees to provide equal opportunities to all employees and applicants for employment in accordance with applicable EEO/AA laws, directives and regulations of Federal, State and local governing bodies or agencies thereof, specifically Minnesota Statutes 363.

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity under the provisions of any or all applicable Federal and State laws, including the Civil Rights Act of 1964.

#### **IX. CANCELLATION**

This agreement may be canceled by either party 30 days from receipt of written notice by the canceling party.

## X. MERGER

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreements presently in effect between the School District and any County Human Services Department(s) relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

White Bear Lake Area Schools,  
ISD # 624 (Enhance):

Ramsey County:

By \_\_\_\_\_

\_\_\_\_\_  
County Manager

Recommend Approval:

Title: \_\_\_\_\_

\_\_\_\_\_  
Department Director

By \_\_\_\_\_

Funds are Available:

Title: \_\_\_\_\_

Acct. No. \_\_\_\_\_

Amount: \_\_\_\_\_

\_\_\_\_\_  
Budget and Accounting

Approved as to Form and Insurance:

\_\_\_\_\_  
Assistant County Attorney

## **RAMSEY COUNTY COMMUNITY HUMAN SERVICES DEPARTMENT**

The County of Ramsey, acting through its Community Human Services Department, 160 East Kellogg Boulevard, St. Paul, Minnesota, 55101, hereinafter referred to as the County, and **White Bear Lake Area Schools, ISD # 624 (ENHANCE), 4855 Bloom Avenue, White Bear Lake, Minnesota, 55110**, hereinafter referred to as the Contractor, enter into the Agreement for the period **January 1, 2009, through December 31, 2009**.

### **I. Scope of Services**

- A. The County agrees to purchase, and the Contractor agrees to furnish purchased services or facilities, described as follows: **Provide community-based mental health services for students with severe emotional disturbance and their families in a cooperative project with the North Suburban School Districts. Services include outreach, advocacy, parent education and counseling, and interfacing with families and community support agencies to increase the educational success of seriously emotionally disturbed students.**

Included in said purchase are such administrative services as are reasonably or necessarily incurred by the Contractor in providing the services or facilities, including all documents, reports, certificates, and assurances, as are required by this Agreement.

- B. 1. Purchased services shall be provided at **school sites, client homes and other sites with the mutual agreement of the School District and the County**. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing pursuant to Paragraph XII.
2. The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the purchased services. The Contractor shall within ten (10) days notify the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of purchased services. The foregoing conditions will be subject to the provisions of the Default Clause of this Agreement.
3. The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

### **II. Payment**

- A. The total amount to be paid for the purchased services shall not exceed **\$59,713**.

All payments are conditional on compliance by the Contractor and all subcontractors in accordance with MN Stat. 245.487 to 245.4889 and all applicable laws, rules, and standards.

- B. Use of the Cost Reimbursement method of determining the amount of payment **is** applicable to this Agreement. **Payments shall be made on the following basis: upon quarterly submission of a claim form, in the format and with the information required by the County, the White Bear Lake Area School District will be paid quarterly the lesser of \$14,928 or 50 Percent (%) of the White Bear Lake Area School District's portion of the Enhance Services Program expenditures.**
- C. Where applicable, the Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit an invoice for services purchased on a form acceptable to the County. Except as provided below, the County shall make payment to the Contractor within thirty-five (35) days of the date on which the invoice is received. The County has the absolute right to refuse to make payment on invoices received or postmarked more than ninety (90) days after the last date the invoiced service was performed.
- D. The following special conditions apply to payments under this Agreement: **\$ N/A.**
- E. Any state grant award changes, Ramsey County Board action, and/or regulatory changes which occur during the term of this Agreement may result in an increase or decrease in the Agreement maximum. If such increases or decreases occur, the County will notify the Contractor in writing of the amount of the increase or decrease and its effective date. Any such notification will become a part of this Agreement by reference.
- F. Any changes in funding sources and/or funding mechanisms applicable to the services purchased through this contract may be incorporated into this Agreement through a letter of notification to the Contractor by the County and will become a part of this Agreement by reference.
- G. In the event that services provided to eligible persons may be reimbursed by private health insurance, Minnesota Care, Medical Assistance State Plan services, or General Assistance Medical Care, the Contractor shall bill such third parties before billing home and community-based services and the State of Minnesota and/or the County.
- H. The Contractor agrees to notify the State of Minnesota or the County, as applicable, if full or partial payment is received from any source other than this Agreement for any eligible person also paid by the State or County. In such cases, the Contractor shall return to the State or County, as applicable, any duplicate payment by the State or County for such eligible persons.

### **III. Evaluation, Reporting, and Information Requirements**

- A. The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, of request.

- B. The Contractor agrees to furnish the County with a program evaluation as determined by the County's Program Evaluation Office. The report will be designed with technical assistance from the Program Evaluation Office and shall be based on client outcomes of services provided, in relation to the goals and objectives in the client's Individual Service Plan.
- C. The Contractor agrees to inform the County of changes in the following within five (5) days after occurrence:
1. Licensure status and/or any reported threat to suspend or revoke licensure status.
  2. Board of Director membership, partners, chief operating officers, etc.
  3. Ownership
  4. Organizational structure
  5. Any allegations and/or investigation by a governmental agency of fraud or criminal wrong doing.
- D. Pursuant to Section M.S. 16C.05, Subdivision 5, the Contractor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices that sufficiently reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These books, records, documents, and accounting procedures and practices relevant to the Agreement shall be subject at all reasonable times to inspection, review, or audit on-site by personnel of the County, personnel authorized by the County, and either the Legislative Auditor or the State Auditor, as appropriate. The Contractor agrees to maintain financial records at **White Bear Lake Area Schools, ISD# 624, 4855 Bloom Avenue, White Bear Lake, Minnesota, 55110**, for six (6) years after the last date of service under this Agreement, provided that the County may, by furnishing written notice during the term, require continued retention of records to allow completion of an audit by the County or its ultimate funding source.
- E. The County or its designee may duplicate, use, and disclose in any manner consistent with the provisions of the Data Privacy clause in this Agreement, all data delivered under this Agreement.
- F. The County may evaluate the performance of the Contractor in regard to the provisions of this Agreement prior to its termination or within three (3) years thereafter. The County reserves the right to authorize independent evaluations under this paragraph.
- G. The Contractor shall comply with the County audit policy as specified below:
- ☒ Not applicable.
- ☐ Provide an annual certified audit within 180 days of the end of the Contractor's fiscal year, including the management letter if the audit has a qualified opinion. The Contractor's fiscal year begins **N/A or date** and ends **N/A or date**.

If applicable, the Contractor shall comply with the Single Audit Act of 1984 (Public Law 98-502).



#### **IV. Statutory Organization Requirements, Standards, Licenses**

- A. The Contractor agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs and staff for which the Contractor in the performance of its obligations under the Agreement is responsible during the term of this Agreement. This will include, but not be limited to, current health, fire marshal, and program licenses, meeting zoning standards, certification of staff when required, and all other applicable laws, regulations, ordinances, rules, and certifications which are effective, or will become effective, during the period of this Agreement. Further, the Contractor agrees to the following:
1. During the term of this Agreement, the Contractor agrees to comply with all applicable state licensing standards, all applicable accrediting standards, and any other standards or criteria established by the County to assure quality service.
    - a. The Contractor represents that it and its employees will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally approved Minnesota state waiver plans, and this Agreement.
    - b. The Contractor agrees to inform the County of the following related to it or its employees immediately upon:
      - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
      - 2) Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.
      - 3) Any federal exclusion of an individual or entity of this Agreement, or any conviction that could result in a federal exclusion.
  2. The Contractor agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated as required under Minnesota Statutes, Chapter 245A and Minnesota Statutes, section 626.556.
  3. Failure to meet such standards may be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation may be effective as of the date of such failure.
  4. Loss of any applicable state license by the Contractor shall be cause for cancellation of this Agreement. Notwithstanding any other provision of this Agreement, such cancellation shall be effective as of the date of such loss.
  5. If the County has reason to believe that the health, safety, or well-being of a person receiving services may be endangered by actions of the Contractor,

its agent and/or employees, the County may require that the Contractor immediately terminate providing services to the person. The County may also remove the person from the care of the Contractor. These actions may be taken immediately and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the person or of other persons in Contractor's care have been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the County may immediately terminate this Agreement.

## **V. Equal Employment Opportunity and Civil Rights**

- A. The Contractor agrees that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in M.S. 299C.67 to 299C.71 and M.S. 144.057), creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. The Contractor will furnish all information and reports required by the County or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The Contractor shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.
- B. The Contractor agrees that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:
  - 1. Denied access to or opportunity to participate in or receive benefits from any service offered by the Contractor under the terms and provisions of this Agreement; nor
  - 2. Subject to discrimination in employment under any program or activity related to the services provided by the Contractor.
- C. If it is discovered that the Contractor is not in compliance with applicable regulations as warranted, or if the Contractor engages in any discriminatory practices, as described in Paragraphs A, B, and D of this article, then the County may cancel said Agreement as provided by the cancellation clause of this Agreement.
- D. Non-Violent Workplace: The Contractor shall make all reasonable efforts to ensure that Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Workplace Violence Policy, is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear or hurt.

## **VI. Fair Hearing and Grievance Procedure**

- A. The Contractor agrees that a fair hearing and grievance procedure will be established in conformance with, and in conjunction with those established, developed, and provided by the Minnesota Department of Human Services.

## **VII. Bonding, Indemnity, and Insurance**

- A. Insurance: The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the Agreement, whether such operations are by the Contractor, subcontractor, anyone directly employed by them, or by anyone for whose acts the Contractor may be liable.
- B. The Contractor shall secure the following coverage and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County. If the Contractor is self-funded for such coverage, documentation evidencing such coverage shall be submitted to and approved by the County Attorney's Office prior to work commencing under this Agreement.

1. **X** Commercial General Liability Insurance:

### Minimum Limits:

\$1,200,000 - per occurrence  
\$2,000,000 - general aggregate  
\$2,000,000 - products/completed operations total limit  
\$1,000,000 - personal injury and advertising liability

All policies are to be written on an occurrence basis using Insurance Service Office (ISO) form CG 00 01 07 98 or its equivalent. Ramsey County, its officials and employees shall be listed as additional insured; on a primary basis with respect to operations of the Contractor, using ISO endorsement CG 20 26 or its equivalent.

Per occurrence minimum insurance limits shall increase to \$1,500,000 effective July 1, 2009.

2. **X** Automobile Insurance:

Coverage shall be provided for hired, non-owned and owned.

Minimum Limit: \$1,000,000 combined single limit

3. **X** Workers' Compensation and Employers' Liability:

Workers' Compensation benefits shall be per Minnesota Statute

Employer's Liability shall be: \$100,000/\$500,000/\$100,000

4. **X** Professional Liability Coverage:

Minimum Limit: \$1,000,000 per claim

Aggregate Limit: \$2,000,000

This policy is to be written as acceptable to the County Attorney's Office. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then:

- 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement with the County;
- 2) evidence coverage shall be provided for three years beyond expiration of this Agreement; and
- 3) Ramsey County, its officials, employees shall be added to the policy as an additional insured with respect to the Contractor's operations on behalf of Ramsey County. A separation of insured's endorsement shall be provided to the benefit of the County.

5. **NA** Crime and Fidelity Bond:

6. License, as required. The Contractor shall provide copy of such license at the request of the County.
7. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days' prior written notice of cancellation, non-renewal and/or any material changes in the policy.
8. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
9. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the County Attorney's Office. Copies of insurance policies shall be submitted to the County upon request.
10. Nothing in this Agreement shall constitute a waiver by the County of any statutory limits or any exceptions on liability.
11. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate and shall not be less than an A-.

- C. Indemnity: The Contractor agrees to hold harmless and defend the County, its officials, officers, employees, agents, representatives, consumers or invitees against any and all claims, lawsuits, damages arising from or allegedly arising from or related to this Agreement, including but not limited to the Contractor's acts, failure to act or failure to perform its obligations hereunder, and to pay the costs of and/or reimburse the County, its officials, officers, employees, agents, representatives, consumers or invitees for any and all liability, costs, and expenses

(including without limitation reasonable attorney's fees) incurred in connection therewith.

### **VIII. Unavailability of Services**

- A. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible recipients. The Contractor further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. (If services are being provided by another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

### **IX. Independent Contractor Status**

- A. It is agreed that nothing contained in this Agreement is intended, or should be construed as, creating the relationship of co-partners, joint ventures, or an association with the County and the Contractor. The Contractor is an independent Contractor and neither it, its employees, agents, nor representatives shall be considered employees, agents, or representatives of the County. Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over the application of its intake procedures and requirements to clients and the means and personnel by which this Agreement is performed. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, or for any state income tax, or for any other purposes which are associated with an employer-employee relationship, unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

### **X. Data Privacy**

- A. All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 *et. seq.*, or any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. The Contractor agrees to abide strictly by these statutes, rules, and regulations.
- B. The Contractor designates **Kathleen Daniels** its **Director of Special Education** as its Responsible Authority, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as the individual responsible for the collection, maintenance, use, and dissemination of any set of data on individuals, government data, or summary data pursuant to this Agreement.
- C. The Contractor agrees to defend, indemnify, and save and hold the County, its agents, officers, and employees harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including any legal fees or disbursements paid or incurred to enforce the provisions of this article of the Agreement.

## **XI. HIPAA Compliance**

- A. Contractor agrees to implement and comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. Contractor agrees to comply with the Business Associate Provisions as attached to and made a part of this Agreement. Contractor agrees that County may amend these provisions from time to time, as it deems necessary.

## **XII. Modification of Agreement**

- A. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by a representative of the County and the Contractor, and attached to the original of this Agreement.

## **XIII. Conditions of the Parties' Obligations**

- A. It is understood and agreed that in the event the reimbursement to the County from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be immediately canceled, other provisions of this Agreement notwithstanding; provided that any cancellations of this Agreement shall be without prejudice to any obligations or liabilities of the parties already accrued prior to such cancellation.
- B. It is understood and agreed that in the event sufficient funding is not appropriated or allocated by the County within the appropriate account of the **(N/A)** Ramsey County line item budget to fulfill this Agreement, the obligations of each party to provide services after **(N/A)**, and/or payments for services rendered after said date shall terminate. This provision is applicable only to Agreements that overlap calendar years and may be effective for more than one budgetary period of the County.
- C. In the event that there is a revision of federal or state regulations or laws which might make this Agreement or any portion thereof ineligible for federal or state financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal or state regulations or laws. Refusal to renegotiate in order to bring this Agreement into compliance shall be cause for termination of this Agreement as of the date when this Agreement is ineligible for federal or state financial participation.
- D. When required, the Contractor will assist the County with proper documentation for completing forms and reports in compliance with the regulations of all state and federal agencies, including, but not limited to, the Minnesota Department of Human Services, Social Security Administration, National Institute on Mental Health, and any regulatory agency acting under aegis of the United States Department of Health and Human Services and other public sources of financial assistance.

## **XIV. Subcontracting Limitations and Assignments**

- A. The Contractor shall neither enter into subcontracts for performance of any of the purchased services contemplated under this Agreement, nor assign this Agreement, without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

## **XV. Default**

- A. Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God, or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.
- B. Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor, after receipt of notice by the County of any of the following conditions or other circumstances warranting cancellation of this Agreement, shall have ten (10) days (or such longer period as the County may authorize in writing) after receipt of notice from the County to cure the specified failure:
1. If the Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
  2. If the Contractor is in such financial condition so as to endanger the performance of this Agreement; or
  3. If the Contractor fails to perform any of the other provisions of this Agreement, including, but not limited to, a failure to cooperate with any evaluation procedure which may be required, or so fails to prosecute the work as to endanger performance of this Agreement in accordance with its terms; or
  4. If it is discovered that material misrepresentations were made by the Contractor as to conditions relied upon by the County that purported to exist by the terms of this Agreement and all exhibits and documents attached hereto and incorporated by reference.

If the Contractor fails to cure the specified condition after notice within the prescribed period of time, then the County may upon written notice immediately cancel the whole or any part of this Agreement.

- C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by an authorized representative of the County, and attached to the original Agreement.
- D. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

## **XVI. Cancellation and Finalization**

- A. This Agreement, or portion thereof, may be canceled by either party at any time, with or without cause, upon thirty (30) days' written notice, delivered by mail, or in person, subject to the requirements of the Contractor as specified in Article VI (A).
- B. After receipt of a notice of cancellation, and except as otherwise directed, the Contractor shall:
  - 1. Discontinue provision of purchased services under this Agreement on the date, and to the extent specified, in the notice of cancellation.
  - 2. Cancel all orders and subcontracts to the extent that they relate to the performance of purchased services canceled by the notice of cancellation.
  - 3. Settle all outstanding liabilities and all claims arising out of such cancellation of orders and subcontracts, with the approval or ratification of the County to the extent that may be required, which approval or ratification shall be final for all the purposes of this clause.
  - 4. Complete performance of such purchased services as shall not have been canceled by the notice of cancellation.
  - 5. Submit a revenue and expense statement for the performance of purchased services prior to the effective date of cancellation within thirty (30) days of said date.
  - 6. Maintain all records relating to performance of the canceled portion of the Agreement, as may be required by the County.
  - 7. Notify all eligible recipients of the cancellation of this Agreement.
  - 8. Cancellation, termination, or expiration of this Agreement shall not discharge any liability, responsibility, or right of any party that arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

## **XVII. Third Party Beneficiary**

- A. The County may notify the Contractor of a health plan or health plans which shall be considered third party beneficiaries of this Agreement with respect to the services to be provided by the Contractor pursuant to this Agreement.
- B. The Contractor shall provide services to the third party beneficiary health plans and their recipient clients to the same extent as this Agreement requires services to be provided to the County and its recipient clients.
- C. Payment for services provided by the Contractor to health plan recipient clients shall be the same as otherwise required by this Agreement.
- D. The County may terminate the designation of a health plan as a third party beneficiary of this Agreement by notifying the health plan and the Contractor in writing of the effective date of the health plan's termination.



- E. When required by law, including Minn. Stat. 245.4875, Subd. 3, the Commissioner of the Minnesota Department of Human Services is a third party beneficiary to this Agreement.

Except as provided in Paragraphs A-E immediately above, this Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person or entity other than the Minnesota Department of Human Services will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise. Any approved subcontractors must agree to this provision.

### **XVIII. Lead County Contract**

- A This Agreement may be accessed as a Lead County Contract by local public agencies operating under applicable law and rules of the Minnesota Department of Human services. This Agreement may also be accessed by health plans operating pursuant to authorization of the State. All local public agencies and health plans that purchase services from Contractor shall abide by the terms of this Agreement. Such local public agencies and health plans shall be financially responsible under the terms of this Agreement for those clients they refer to Contractor for services. The County shall monitor the terms of this Agreement and shall make available, upon request of other local public agencies and health plans, copies of this Agreement.

### **XIX. Extension Clause**

- A. The parties further understand and agree that this Agreement shall be automatically extended for an additional period up to 90 days from the end date of this Agreement in the event a new Agreement between the parties is desired, but not entered into, prior to the expiration date contained in this Agreement. The purpose of this extension is to ensure the existence of an uninterrupted Agreement in the event that a new Agreement is desired but is unable to be signed by the parties prior to the expiration date of this Agreement. In the event that this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties.

### **XX. Merger**

- A. It is understood and agreed that the entire Agreement between the parties is contained herein including all addendums, amendments, and attachments which are incorporated herein and made a part of this Agreement, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any County Human Services Department(s) relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**RAMSEY COUNTY**

\_\_\_\_\_  
Julie Kleinschmidt, County Manager

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

Approval recommended:

\_\_\_\_\_  
Department Director

Approved as to form and insurance:

\_\_\_\_\_  
Assistant County Attorney

Purchase Order or  
Aspen Vendor Contract Number:

\_\_\_\_\_  
Funds are available  
Account Number: \_\_\_\_\_

\_\_\_\_\_  
Budgeting and Accounting

**White Bear Lake Area Schools,  
ISD # 624 (ENHANCE)**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

Taxpayer Identification Number:

\_\_\_\_\_

AGENDA ITEM: **Student Internship Between Minnesota State University, Mankato and Independent School District #624**

MEETING DATE: **April 13, 2009**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Kathleen Daniels, Director of Special Services**

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**BACKGROUND:**

The attached agreement allows the possibility of Speech, Hearing, and Rehabilitation internship students to be placed in the White Bear Lake Area Schools by the Minnesota State University of Mankato. This does not mean there will be students available each semester or that White Bear Lake Area School District is required to accommodate each request.

The agreement recognizes that the Minnesota State University of Mankato is the employer of the students in this internship program.

The University and the White Bear Lake Area School District shall each bear their own costs associated with this Agreement and no payment is required by either the University or the White Bear Lake Area School District to the other party. This agreement will be governed by School Board Policy 499, Student Teaching.

Therefore, the Director of Special Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District 624 that the agreement between Independent School District #624 and the Minnesota State University of Mankato is approved.

**Recommendation:** Approval

STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
MEMORANDUM OF AGREEMENT

RECEIVED  
FINANCE & ADMINISTRATION

BETWEEN

MAR 09 2009

MINNESOTA STATE UNIVERSITY, MANKATO

AND

MINNESOTA STATE UNIVERSITY  
MANKATO

INDEPENDENT SCHOOL DISTRICT #624

This Agreement is entered into between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001, (hereinafter "University") and Independent School District #624, 4855 Bloom Avenue, White Bear Lake, MN 55110, (hereinafter "the Facility"). The Agreement, and any amendments and supplements thereto, shall be interpreted pursuant to the Laws of the State of Minnesota.

**WITNESSETH THAT:**

WHEREAS, the University has established a program for a Speech, Hearing, and Rehabilitation internship (hereinafter Program); and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the University; and

WHEREAS, the Facility has suitable clinical facilities for the educational needs of the Program of the University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified personnel; and

WHEREAS, the University and the Facility are desirous of cooperating to furnish a clinical experience program for students of the Program enrolled at the University.

NOW, THEREFORE, It Is Mutually Agreed By And Between The Parties:

**I. UNIVERSITY RESPONSIBILITIES**

- A. The University, which is accredited by the North Central Association of Colleges and Secondary Schools, is responsible for offering the Program.
- B. The University will provide the Facility, at its request, with objectives for the clinical experience program.
- C. The University will provide the Facility with a list of students who are participating in the clinical experience program, the units within the Facility where they are assigned, and the dates of each student's participation in the program.
- D. The University will inform the students who are participating in the clinical experience program that they are encouraged to carry their own health insurance and that the students will be required to carry professional liability insurance in the minimum amount of \$1,000,000 each claim/\$3,000,000 annual aggregate. The University will provide the facility with a certificate evidencing such liability insurance upon request.

- E. Notwithstanding anything herein to the contrary, or appearing to be to the contrary, University agrees and represents that it will be responsible for conducting criminal background checks for all students who are participating in the clinical experience in accordance with applicable Minnesota law and regulations requiring criminal background checks of individuals who have direct contact with patients. ("Direct contact" means providing face-to-face care, training, supervision, counseling, consultation, or medication assistance to the patients.)
- F. The University shall discipline the students in the event of misbehavior, unethical or unbecoming conduct in accordance with the Program policy.
- G. The University agrees to treat all data/information with confidentiality and to inform all students of the laws relating to patient confidentiality.

## **II. FACILITY RESPONSIBILITIES**

- A. The Facility will have current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting body.
- B. The facility is responsible for the safety and quality of care provided to its patients by the students who are participating in the clinical experience at the Facility. The Facility will provide or arrange for emergency treatment in the event of accident or illness to students associated with their learning experience while at the Facility for the Program, such care to be provided at the Student's expense.
- C. The Facility will provide the University with a copy of its policies and regulations that relate to the clinical experience program and will inform students of the Facility's policies and regulations that relate to the clinical experience program.
- D. The Facility will allow a reasonable amount of Facility staff time for orientation and joint conferences for planning with University faculty and for such other assistance as shall be mutually agreeable.
- E. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the University students who are participating in the clinical experience program.
- F. The University students participating in the clinical experience program will be permitted to use the Facility's library in accordance with the Facility's policies.
- G. The Facility will make locker or coatroom facilities available for the University students during assigned clinical experience program hours. Other faculty and students may share these facilities.
- H. The Facility assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of University students who are participating in the clinical experience program. The Facility will permit University students who are participating in the clinical experience program to use any cafeteria on the same basis as employees of the Facility. The Facility will permit University faculty to use Facility parking spaces under the same policies governing Facility personnel, if needed.
- I. The Facility recognizes that it is the policy of the University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance,

or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- J. The Facility is an Equal Employment Opportunity/Affirmative Action Company committed to providing full employment opportunity without regard to race, religion, color, creed, national origin, sex, age, marital status, status with regard to public assistance, veteran status, or status as a qualified individual with a disability/qualified disabled person.

### **III. MUTUAL RESPONSIBILITIES**

- A. Personnel of the University and the Facility will communicate regarding planning, development, implementation, and evaluation of the clinical experience program. The communication may include but not be limited to:
  - 1. Communication to familiarize Facility personnel with the clinical experience program's philosophy, goals and curriculum;
  - 2. Communication to familiarize the University faculty with the Facility's philosophy, policy and program expectations;
  - 3. Communication to keep both parties informed of changes in philosophy, policies and any new programs that are contemplated;
  - 4. Communication about jointly planning and sponsoring in-service or continuing education programs (if appropriate);
  - 5. Communication to identify areas of mutual need or concern;
  - 6. Communication to seek solutions to any problems which may arise in the clinical experience program; and
  - 7. Communication to facilitate evaluation procedures that may be required for approval or accreditation purposes or which might improve the University's therapeutic recreation curriculum.

### **IV. REQUIREMENTS OF STUDENTS**

- A. If requested by the Facility, each student will be required, as a condition for participation in the clinical experience program, to submit the results of a health examination to the University and to the Facility, to verify that no health problems exist which would jeopardize student or patient welfare. For faculty and students who provide direct care or interact with staff in patient areas, the student shall provide evidence of the following on request by the Facility: Rubella and rubeola immunity; annual chest x-ray or evidence of a negative tuberculin test (mantoux); inoculation for tetanus within the last ten years; history of chicken pox (varicella) after the student's first birthday, and other evidence of physical or mental impairment, as defined by the Americans With Disabilities Act, 42 U.S.C. 12102(2) (A)-(C)), that is; (1) necessary for this agreement; or (2) necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered to the student.
- B. Students participating in the clinical experience program are encouraged to carry their own health insurance.
- C. Students participating in the clinical experience program are responsible for carrying their own

professional liability insurance.

- D. Students are responsible following all policies of the Facility.
- E. Students will be CPR certified.
- F. Students will report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- G. Student will not submit for publication any material relating to the clinical education experience without prior written approval from the Facility and University.

**V. EMERGENCY MEDICAL CARE AND INFECTIOUS DISEASE EXPOSURE**

- A. Any emergency medical care available at the Facility will be available to University faculty member and students. University faculty member and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility or the University.
- B. Any University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the University faculty member or student who receives the treatment and not the responsibility of the Facility or the University.
- C. The Facility shall follow, for University faculty and students exposed to an infectious disease at the Facility during the clinical experience program, the same policies and procedures that the Facility follows for its employees.
- D. University faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the clinical experience program, must report the fact to their University and to the Facility. Before returning to the Facility, such a University faculty member or student must submit proof of recovery to the University or Facility, if requested.

**VI. LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The University's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, §3.736 et seq., and other applicable law.

**VII. TERM OF AGREEMENT**

This agreement is effective on August 31, 2009, or when fully executed, and shall remain in effect until August 30, 2014. This Agreement may be terminated by either party at any time upon a one year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

**VIII. FINANCIAL CONSIDERATION**

- A. The University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the University or the Facility to the other party, except that, where applicable, the Facility shall pay the tuition and other educational fees of students it places

in the clinical experience program.

- B. The Facility is not required to reimburse the University faculty members or students for any services rendered to the Facility or its patients pursuant to this Agreement.

**IX. AMENDMENTS**

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

**X. ASSIGNMENT**

Neither the University nor the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**XI. STATE AUDIT**

The books, records, documents, and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the University and the Legislative Auditor.

**XII. VOTER REGISTRATION (When Applicable)**

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

**XII. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The University IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

**XIII. GOVERNMENT DATA PRACTICES ACT**

The Facility and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with the contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the University. The University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.


[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
MINNESOTA STATE UNIVERSITY, MANKATO**

Recommended:

By: Kaye Herth	
Title:	Dean, College of Allied Health & Nursing
Date:	3/9/09

Approved:

By: Richard J. Straka
Title: V. P. for Finance & Administration
Date:

**2. INDEPENDENT SCHOOL DISTRICT #624**

Approved:

By:
Title:
Date:

By:
Title:
Date:

**3. AS TO FORM AND EXECUTION:**

By: Rosemary Kinne
Title: Budget Officer
Date: