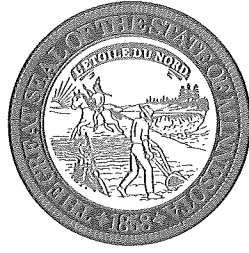


Steven Sviggum
Speaker of the House

District 28B
Dodge, Goodhue, Olmsted
Steele and Waseca Counties



Minnesota House of Representatives

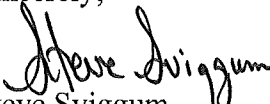
April 24, 2001

Rep. Roxann Daggett
Ethics Committee, Chair
439 State Office Building
100 Constitution Ave.
St. Paul, MN 55155

Dear Rep. Daggett:

Pursuant to House Rule 6.10, I am forwarding to you an ethics complaint filed with my office against Representative James Abeler by Representatives Wes Skoglund, Thomas W. Pugh, Margaret Anderson Kelliher, and Irvin N. Anderson.

Sincerely,


Steve Sviggum
Speaker of the House

R E C E I V E D

DEC 15 2009

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ST. PAUL, MN 55155





Minnesota House of Representatives

ETHICS COMPLAINT
AGAINST REPRESENTATIVE JAMES ABELER
FOR VIOLATION OF MINNESOTA HOUSE RULE 2.05 AND 6.10
AND FOR FURTHER VIOLATIONS OF MINNESOTA STATUTE 10A.07

COMPLAINT

The Minnesota State Constitution, Article IV, Section 7, provides that each house may determine the rules of its proceedings and for the punishment of members. The House adopted on February 26, 2001, rule 2.05 which provides in relevant part:

A member who has an immediate interest in a question must not vote on it.

The House adopted on February 26, 2001, rule 6.10 which provides in relevant part:

A complaint may be brought about the conduct of a member that violates a rule or administrative policy of the House, that violates accepted norms of House behavior, that betrays the public trust. . .

Representative Jim Abeler does own and lease two buildings to the Parents Allied with Children and Teachers (P.A.C.T.) Charter School in Anoka County for a combined amount of \$23,301.43 per month. (see Exhibit A, Lease Agreements)

Representative Abeler has on numerous occasions, taken actions on items as a public official, whereby Charter School Building Lease Aid has been increased. Representative Jim Abeler violated House Rule 2.05 by voting on issues which he has a immediate interest. Representative Abeler also failed to disclose these interests, thereby violating accepted norms of House behavior and betraying the public trust pursuant to House Rule 6.10.

Counts 1-5 pursuant to House Rule 2.05

Pursuant to House Rule 2.05 Representative Abeler did vote, on five separate occasions, in favor of providing increased building lease aid to the P.A.C.T. Charter School, which then was required under M.S. 124D.11 subd. 4, to pay off its lease with the lessor, namely Representative Jim Abeler.

Count #1 (See Exhibit B and Audio Tape Marked 1)

On Friday, March 12, 1999, Jim Abeler, having been appointed as a member of the K-12 Education Finance Division, is listed as present at a meeting of the K-12 Finance Division pursuant to House Rules 6.24, subd B. According to the minutes and the audio tape, Representative Abeler testified on behalf of HF 1343, a bill chief-authored by Representative Abeler, which authorizes charter school teachers to perform administrative functions. Later the same day, Representative Seagren offered HF 820, which among other things, increased building lease aid to Charter Schools up to the lesser of \$1200 per pupil or 90 of the approved cost. An oral amendment offered by Representative Seagren in committee increased the amount of building lease aid up to \$1500 per pupil. The audio tape recording and official committee minutes of the committee hearing prove this oral amendment was accepted without abstentions, recusal, or votes in the negative.

Counts 2 & 3 (See Exhibit C)

The Official Journal of the House of Representatives records Jim Abeler as voting in the affirmative on the following occasions when lease aid for Charter Schools was increased during the 1999 legislative session as part of the Omnibus K-12 Education Finance Bill.

House Journal Page 3192, 1999

House Journal Page 5028, 1999

Counts 4 & 5 (See Exhibit D)

The Official Journal of the House of Representatives records Jim Abeler as voting in the affirmative on the following occasions when lease aid for Charter Schools was increased during the 2000 legislative session as part of the Supplemental Education Finance Bill.

House Journal Page 7794, 2000

House Journal Page 9971, 2000

Counts 6-11 Pursuant to House Rule 6.10

Representative Jim Abeler, pursuant to House Rule 6.10, "**betrayed the public trust**" when he failed to abide by the provisions of Minnesota Statute 10A.07. He also violated "**accepted norms of House behavior**" pursuant to House Rule 6.10 by failing to make any disclosure to the members of the legislature at any time prior to voting--which established House behavior dictates a member must do when he/she has an immediate interest in a question before the body.

Minnesota Statute 10A.07 subdivision 1 and subdivision 2 provides in relevant part the following guidance when determining potential conflicts of interest:

Subdivision 1. Disclosure of potential conflicts. A public official or a local official elected to or appointed by a metropolitan governmental unit who in the discharge of official duties would be required to take an action or make a decision that would substantially affect the official's financial interests or those of an associated business, unless the effect on the official is no greater than on other members of the official's business classification, profession, or occupation, must take the following actions:

(1) prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict of interest; (2) deliver copies of the statement to the official's immediate superior, if any; and (3) if a member of the legislature or of the governing body of a metropolitan governmental unit, deliver a copy of the statement to the presiding officer of the body of service.

If a potential conflict of interest presents itself and there is insufficient time to comply with clauses (1) to (3), the public or local official must orally inform the superior or the official body of service or committee of the body of the potential conflict.

Subd. 2. Required actions. . . . If the official is a member of the legislature, the house of service may, at the member's request, excuse the member from taking part in the action or decision in question. If the official is not permitted or is otherwise unable to abstain from action in connection with the matter, the official must file a statement describing the potential conflict and the action taken. A public official must file the statement with the board and a local official must file the statement with the governing body of the official's political subdivision. The statement must be filed within a week of the action taken.

Representative Jim Abeler failed to disclose his potential conflict of interest in accordance with 10A.07 when he took numerous actions that substantially affected his financial interests. Accepted forms of disclosure could be in writing to the Campaign Finance Board, in a written statement to the Speaker of the House, and/or by announcing the potential conflict before voting on the issue in committee or on the House floor.

Based on Ethical Practices Advisory Opinion #78 on M.S. 10A.07 (see Exhibit E), State Representatives who own commercial buildings which are leased to school districts making rental payments on the property to the lessor, must file a potential conflict of interest notice in accordance with M.S. 10A.07. Republican Representative Doug Carlson owned a creamery building which he leased to Independent School District 176 for \$761.46 per month. The Minnesota Ethical Practice Board concluded that as a member of the Legislature, Representative Carlson would be required to take an action or make a decision which could substantially affect his financial interests. The Board further concluded that he must file the potential conflict of interest notice in accordance with M.S. 10A.07.

Representative Abeler failed to file a potential conflict of interest notice in accordance with M.S. 10A.07 before and after he took action on the following items:

Count #6 (See Exhibit B and Audio Tape Marked 1)

On Friday, March 12, 1999, Jim Abeler, having been appointed as a member of the K-12 Education Finance Division, is listed as present at a meeting of the K-12 Finance Division pursuant to House Rules 6.24, subd B. According to the minutes and the audio tape, Representative Abeler testified on behalf of HF 1343, a bill chief-authored by Representative Abeler, which authorizes charter school teachers to perform administrative functions. Later the same day, Representative Seagren offered HF 820, which among other things, increased building lease aid to Charter Schools up to the lesser of \$1200 per pupil or 90 of the approved cost. An oral amendment offered by Representative Seagren in committee increased the amount of building lease aid up to \$1500 per pupil. The audio tape recording and official committee minutes of the committee hearing prove this oral amendment was accepted without abstentions, recusal, or votes in the negative.

Counts 7 & 8 (See Exhibit C)

The Official Journal of the House of Representatives records Jim Abeler as voting in the affirmative on the following occasions when lease aid for Charter Schools was increased during the 1999 legislative session as part of the Omnibus K-12 Education Finance Bill.

House Journal Page 3192, 1999

House Journal Page 5028, 1999

Counts 9 & 10 (See Exhibit D)

The Official Journal of the House of Representatives records Jim Abeler as voting in the affirmative on the following occasions when lease aid for Charter Schools was increased during the 2000 legislative session as part of the Supplemental Education Finance Bill.

House Journal Page 7794, 2000

House Journal Page 9971, 2000

Count 11 (see Exhibit F and Audio Tape Marked 2)

Representative Abeler offered an amendment during the 2000 legislative session (coded H3120A1) to HF 3120 in the K-12 Education Committee, which according to testimony from Representative Abeler, would have effectively caused the P.A.C.T. Charter School to retain \$82,000. This action, and Representative Abeler's refusal to disclose any potential conflict of interest as landlord for the P.A.C.T. Charter School, in accordance with M.S. 10A.07, clearly demonstrates a violation of House Rule 6.10.

Conclusion and Request for Relief

We, the undersigned, believe that the following eleven counts require immediate consideration by the House Committee on Ethics. We respectfully request that the Committee find probable cause exists for the violation of these rules and M.S. 10A.07, and that the Committee, in open hearing, recommend an appropriate sanction for the violation of our rules and M.S. 10A.07.

Submitted with this complaint (as required by Rule 6.10) are copies of supporting materials.

We swear that the statements in this complaint subscribed to us are true, so help us God.

Dated this 23 of April, 2001.

Wes Skoglund Thomas W. Pugh
Margaret Anderson Kalliter Irvin K. Anderson

EXHIBIT A

LEASE AGREEMENT

This LEASE AGREEMENT, entered into in duplicate this 16th day of December, 1999, by and between **Wagner Management, Inc.**, agent for **James J. and Barbara J. Abeler** (owners), as Lessor and **PACT Charter School**, a Minnesota non-profit corporation as Lessee. Execution of this Lease Agreement will terminate and replace the Lease Agreement dated August 20, 1998 by and between same.

WITNESSETH: That said lessor, in consideration of the covenants of the lessee herein contained, hereby covenants with said lessee as follows:

That said lessor does hereby lease, demise and let to said lessee the **area designated as "net rentable area"** on the diagram which is attached as **Exhibit A** hereto, located at **2665 Fourth Avenue North** (also known as "The Old Milk Factory") in the City of Anoka, State of Minnesota (hereinafter referred to as "the Premises") for the terms shown below and subject to the restrictions herein contained and to the rules and regulations listed below, for the annual rate and monthly payment terms as described below; said premises to be used by said lessee as a school in which to primarily carry on the business of education. **PROVIDED, HOWEVER**, that in case said premises shall become untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and said lessor shall fail or refuse within **fifteen (15)** days thereafter to agree in writing to restore the same within ninety (90) days this lease may be terminated by lessee by notice in writing; or lessee may, at its option, require lessor to promptly, subject to delays for causes beyond lessor's reasonable control, repair and restore the Premises to as near their condition prior to the fire or other casualty as is reasonably possible except that, in no event shall lessor be obligated to repair or restore any special equipment or improvements installed by lessee at lessee's expense. In this case, during the repair and restoration, the rent to be paid hereunder pending such restoration shall be abated in proportion to the loss and impairment of the use of said premises.

Said lessee, in consideration of the covenants of the lessor herein contained, hereby covenants with said lessor as follows:

1) **PREMISES:**—That the lessee hereby leases from the lessor that portion of the premises legally described as Exhibit B attached hereto, to include **the basement suites as marked on the building plan referred to as Exhibit A. This includes the 10,490 square feet (sf) from the 1998-99 lease, plus an additional 2,600 sf in new construction and 360 sf of additional office space. Total rentable area is approximately 13,450 sf.**

2) **TERMS AND PAYMENT OF RENT:**—That the lessee hereby leases from the lessor the premises above described for **thirty-six (36) months from July 1, 1999 through June 30, 2002.** That for the term of this Lease, the **base rent** shall be due and payable on the **first of each month, beginning July 1, 1999.** Base rent for the premises shall be **\$119,259.12 (\$8.87/sf) or \$9,938.26 monthly.** This is a blended rate for the three year term (see exhibit "E" for rate calculations).

3) **ASSIGNMENT AND SUBLETTING:**—That the lessee will not assign this lease and will not sublet any part of said premises without the consent in writing of the lessor, which will not be unreasonably

withheld; and does hereby agree that if the lessee shall be declared bankrupt, shall have a receiver appointed of his property, shall make assignment for benefit of creditors, or his rights hereunder shall be taken under execution, it shall be construed as an assignment of this lease within the meaning hereof.

4) **USE OF PREMISES:**—That the lessee will keep said premises in an orderly, clean and sanitary condition as required by the laws and ordinances applicable thereto, will neither do nor permit to be done therein anything which is in violation of the terms of insurance policies on said building, will neither do nor permit to be done on said premises anything in violation of laws or ordinances applicable thereto, and will neither commit nor suffer waste in said premises; and will pay for all glass broken by Lessee negligence acts.

5) **BILLS FOR UTILITIES AND SERVICES:**—That the lessee will contract and pay all bills for utilities and services in said premises as follows, and will make no claim against the lessor for damages caused by water, gas, electricity or other means, unless these can be shown to be the result of negligence on the part of the lessor:

	<u>Percent paid by Lessee</u>
Heat	<u>57</u> % of entire building
Electric	<u>57</u> % of entire building
Water Sewer	<u>57</u> % of entire building
Snow Removal	<u>57</u> % of total billings
Trash Remova.	<u>57</u> % of total billings
Lawn Service	<u>57</u> % of total billings

6) **TAXES.**—That the lessor will pay all real estate taxes in respect to this property.

7) **LESSOR'S PROPERTY AND LIABILITY INSURANCE:**—Lessor shall keep the entire Building insured for the benefit of lessor in an amount equivalent to its full replacement value (excluding foundation, grading, and excavation costs) against loss or damage by fire; and such other risks as are customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design, (including, but not limited to windstorms, hail, explosion, vandalism, malicious mischief, civil commotion, and such other coverage as may be deemed necessary by lessor, providing such additional coverage is obtainable). Lessor shall maintain, for its benefit and the benefit of its managing agent, commercial general liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Building, such insurance to afford protection to lessor and its managing agent. Insurance premiums paid for the Property and Liability coverage described above shall be the responsibility of the lessor.

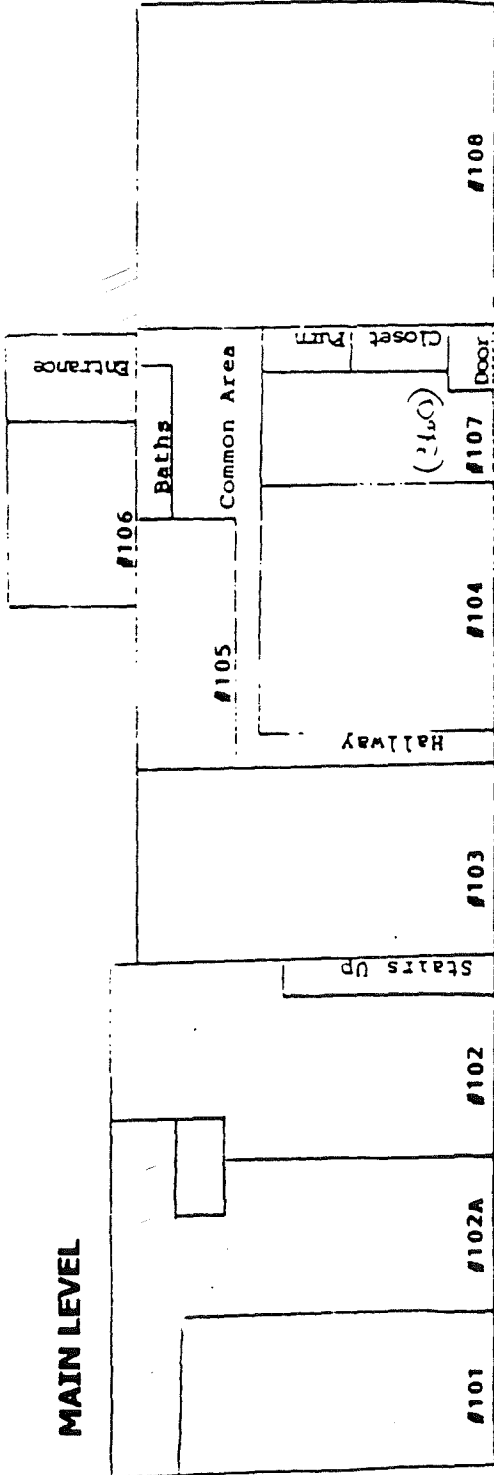
8) **MECHANICAL SYSTEMS:**—That the lessee is responsible to contract and pay all maintenance costs for mechanical systems which serve this premises, including heating, ventilation, air conditioning, electrical, plumbing, sprinkler, and elevator.

9) **REMODELING.**—That the lessee has the right to remodel the leased space, subject to prior written permission from lessor. All work to be done in a quality workmanlike manner and paid for by lessee. Lessee will undertake best efforts to assure that no mechanics liens are filed. If any are filed, lessee shall defend and pay all costs holding lessor harmless in all respects therefrom.

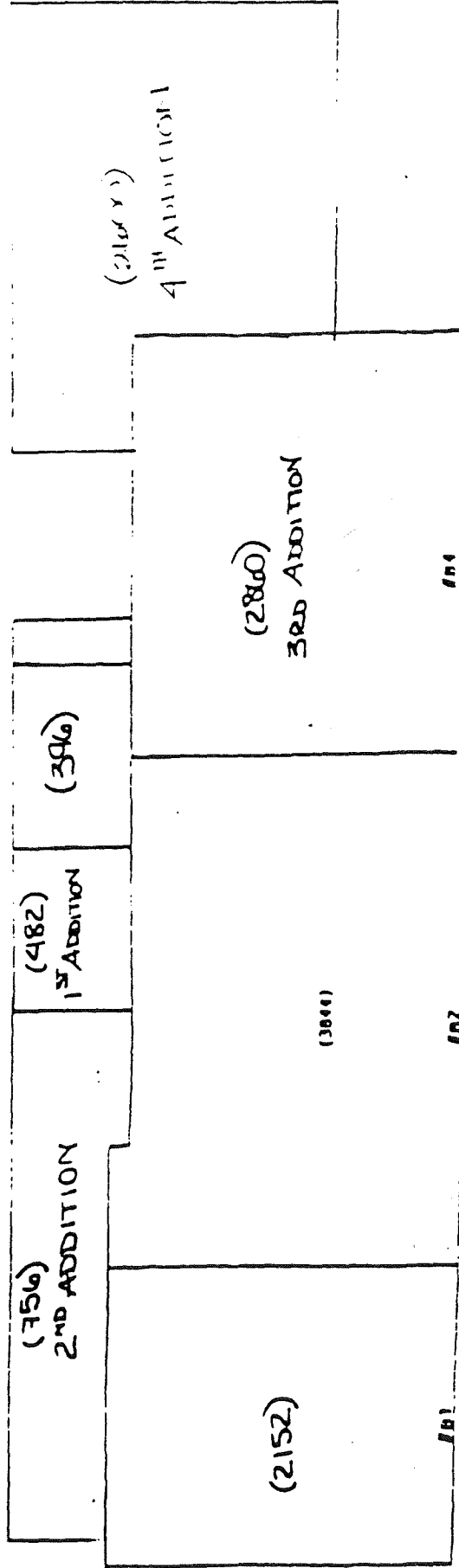
10) **REPAIRS:**—That the lessee will contract and pay all repairs to premises for leasehold improvements which include doors, windows, hardware, interior walls, ceilings, and floor coverings. Lessee will notify Wagner Management at (651) 310-0371 at least one day prior to any repairs which might interrupt any utility service.

OLD MILK FACTORY

MAIN LEVEL



LOWER LEVEL



- (11) COMPLIANCE WITH SCHOOL OCCUPANCY CODES — That the lessee will comply with any and all building code requirements unique to its use as a school, at lessee's expense, specifically, but not limited to, any elevators, ramping, AHERA, fire alarming, smoke detection.
- (12) SIGNAGE — That the lessee shall be allowed to put signage on the premises subject to lessor's prior written approval, which will not be unreasonably withheld. Lessor and lessee agree to work together on this. Any signage will be in accordance with all codes and ordinances, and at lessee's expense.
- (13) ENTRY BY LESSOR:—That the lessor may at all reasonable times enter said premises to inspect the same and to make repairs therein.
- (14) NON-SCHOOL HOURS USE OF SPACE:—That the lessor has no interest in use of any of lessee's leased space. Without further amendment of this agreement, or a separate addendum to this agreement, lessee's leased space will not be made available to lessor for non-school hours use.
- (15) NOTICE TO VACATE:—Either lessor or lessee shall give the other party Twelve (12) months notice in writing of intention to terminate this lease as of June 30, 2002. Said notice must be postmarked no later than June 30, 2001. If notice is not given by June 30, 2001, then said lease shall continue on a year-to-year basis at a base rental rate of \$9.00 per square foot (psf), payable monthly, effective July 1, 2002, and continuing for 12 months. If notice is not given by June 30, 2002, then lease will continue on a year-to-year basis with an increase in the base rental rate as determined by Landlord. During any year-to-year tenancy all other terms and conditions of the original lease would apply.
- (16) LOSS OF PROPERTY:—That the lessee will make no claim against the lessor for any loss of property by theft, burglary, or other means, from said premises, unless such loss occurs as the result of the negligence of lessor or lessor's agents.
- (17) ABANDONMENT OR DEFAULT:—That in case the lessee shall vacate or abandon said premises or shall default in any of his covenants herein and said default shall not be removed within ten (10) days after notice thereof in writing from the lessor, the lessor is hereby authorized to re-enter said premises, to eject the lessee and take full possession of said premises, to terminate this lease at his option and to lease and let said premises as to him shall seem best, to remove from said premises all personal property of the lessee and to store the same to the account and at the expense and risk of the lessee, and to sell said property or any part thereof and out of the proceeds to pay all expenses of so removing, storing and selling the same, and all sums which shall then be in arrears or past due for rent; and that no such act or acts of the lessor shall be construed as a cancellation of this lease or waiver of the right of the lessor to collect rent hereunder for the remainder of said term, except said exercise of his option to terminate the same; and that in case the lessor shall determine that any action or proceeding at law or otherwise is necessary to enforce the terms and conditions hereof, the lessee agrees that a reasonable attorney's fee and the necessary costs and disbursements thereof may be allowed and taxed against him.
- (18) EMINENT DOMAIN:—If the whole of or any substantial part of the premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, or purchased under threat of such a taking, so as to render the remaining portion of the premises unsuitable for the purposes intended hereunder, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and lessor shall make a pro rata refund of any prepaid rent. In the event that fifty percent (50%) or more of the premises area or fifty percent (50%) or more of the value of the premises is taken by public authority under the power of eminent domain, or purchased under threat of such taking, then lessor or lessee shall have the option, by written notice to the other party mailed within sixty (60) days from the date possession shall be taken by such public authority, to terminate this Lease effective upon a date within ninety (90) days from the date of such notice.

27) RIGHT TO SHOW PREMISES.—The lessor shall have the right to enter leased premises during six (6) months prior to the termination of the lease to show the same to prospective tenants and to place on doors and windows the usual notice that the premises are for rent.

28) PASS-KEYS.—The lessor shall have the right to keep pass-keys to all leased premises and to use the same to enter such premises in any emergency for inspection.

29) DISTURBANCE OF TENANTS.—Lessor or his employees or visitors shall not disturb other tenants by the use of musical instruments, inseemly noises or other means and annoyances.

30) AWNINGS AND SHADES.—When lessee desires shades or awnings over windows on the outside, the same must be of uniform shape, color and materials as prescribed by the lessor and must be put up at the expense of lessee under the consent and direction of the lessor.

31) TELEPHONE AND COMPUTER CONNECTIONS.—The lessor shall have the right to direct all electric wiring in said building for telephone, intercom, computer and other purposes and lessee shall not do or permit any boring or cutting for such purposes except with the consent and direction of said lessor. Lessee to pay for any such wiring installation costs.

32) REMOVAL OF FURNITURE AND FIXTURES.—Lessee shall move or remove any and all furniture, fixtures, and goods, whenever requested so to do by the lessor for purposes of repairs.

In consideration of the premises, it is hereby mutually agreed by and between the parties hereto that their respective covenants herein shall be binding upon and inure to the benefit of their respective heirs, legal representatives, successors and assigns; and that the term "lessor" and "lessee" shall be construed to mean men or women, lessors or lessees where there are more than one, and corporations as the case may be.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, in the presence of:

LESSOR:

WAGNER MANAGEMENT

Agent for James J. and Barbara J. Abeier, Owners

LESSEE:

PACT CHARTER SCHOOL

A Minnesota non-profit corporation

By: 

By: 

MICHAEL J. WAGNER, JR. - PRESIDENT
(type or print name and title)

STEPHEN ESKELSON
(type or print name and title)

Attachments: Exhibit A -- "Net Rentable Area" for 2665 Fourth Avenue North
Exhibit B -- Legal Description for 2665 Fourth Avenue North
Exhibit C -- Summary of Tenant Improvements
Exhibit D -- Amortization schedule for Tenant Improvements
Exhibit E -- Monthly rental calculations

EXHIBIT B

LEGAL DESCRIPTION FOR 2865 FOURTH AVENUE NORTH

Lots Thirteen (13) and Fourteen (14), Pillsbury-Washburn Subdivision; except the parts thereof which lie Southerly of a line running parallel with and distant 100 feet Northerly of the following described line:

Beginning at a point on the North and South Quarter line of Section 6, Township 31 North, Range 24 West, distant 2564.4 feet North of the South Quarter corner thereof; thence running Westerly at an angle of $89^{\circ}56'$ with said North and South Quarter line (when measured from North to West) for 2,200 feet, and there terminating; according to the duly recorded plats thereof.

That part of Lot Two (2), Block One (1), Cutterville Addition to Anoka; except that certain part thereof described in that certain deed recorded in Book "K" of Deeds at Page 244 thereof in the office of the Register of Deeds of Anoka County; and that part of Lot One (1), Block One (1), said addition described as follows: Commencing at the Southeast corner of said Lot One (1); thence North along the East line of said Lot One (1) to the South boundary line of Pleasant Street (so called); thence West along said South line of Pleasant Street to the East shore of the Rum River; thence Southerly along the East shore of said Rum River to the South line of said Lot One (1); thence East along said South line of Lot One (1) to the point of commencement; according to the duly recorded plats thereof.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Subject to easements, restrictions and reservations of record, if any.

EXHIBIT "C"

PACT Charter School Summary of Tenant Improvements

	Elementary	Secondary	Total
1 1998-1999 summary of construction costs	\$ 49,114.12	\$ 43,785.38	\$ 92,900.00
2 Tile floor replacement	\$ 2,100.00	\$ -	\$ 2,100.00
3 Playground	\$ 15,000.00	\$ -	\$ 15,000.00
4 Chemistry Lab	\$ -	\$ 40,000.00	\$ 40,000.00
5 Re-key locks	\$ 3,000.00	\$ -	\$ 3,000.00
6 Security Monitoring	\$ -	\$ 2,500.00	\$ 2,500.00
7 Fire alarm system	\$ -	\$ 7,500.00	\$ 7,500.00
8 Storage area construction	\$ 3,500.00	\$ -	\$ 3,500.00
9 Storage locker moved to secondary	\$ -	\$ 1,000.00	\$ 1,000.00
10 Locker room modification	\$ 7,900.00	\$ -	\$ 7,900.00
11 Change electric in teacher area	\$ -	\$ 2,200.00	\$ 2,200.00
12 Kindergarten floor	\$ 1,000.00	\$ -	\$ 1,000.00
13 Gymnasium Floor	\$ 16,500.00	\$ -	\$ 16,500.00
14 Construction Management Fee	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
TOTALS	\$ 100,514.12	\$ 99,485.38	\$ 200,000.00

Exhibit "D"

PAYMENT CALCULATIONS SECONDARY SCHOOL

PRINCIPAL \$ 99,485.88
 INTEREST 10.833% 10.833%
 PERIODS 36
 PAYMENT \$3,210.13

Amortization period begins on July 1, 1999 with
 the first payment due on December 1, 1999 as
 outlined below.

<u>Date</u>	<u>Payment</u>	<u>Principa</u>	<u>Interest</u>	<u>Balance</u>
July				\$ 99,485.88
August				\$ 99,485.88
September				\$ 99,485.88
October				\$ 99,485.88
November				\$ 99,485.88
December	\$14,587.44	\$14,587.44		\$ 84,898.44
January	\$3,210.13	\$2,502.64	\$ 707.49	\$ 82,395.80
February	\$3,210.13	\$2,523.50	\$ 686.63	\$ 79,872.30
March	\$3,210.13	\$2,544.53	\$ 665.60	\$ 77,327.77
April	\$3,210.13	\$2,565.73	\$ 644.40	\$ 74,762.04
May	\$3,210.13	\$2,587.11	\$ 623.02	\$ 72,174.93
June	\$3,210.13	\$2,608.67	\$ 601.46	\$ 69,566.26
July	\$3,210.13	\$2,630.41	\$ 579.72	\$ 66,935.85
August	\$3,210.13	\$2,652.33	\$ 557.80	\$ 64,283.52
September	\$3,210.13	\$2,674.43	\$ 535.70	\$ 61,609.08
October	\$3,210.13	\$2,696.72	\$ 513.41	\$ 58,912.36
November	\$3,210.13	\$2,719.19	\$ 490.94	\$ 56,193.17
December	\$3,210.13	\$2,741.85	\$ 468.28	\$ 53,451.32
January	\$3,210.13	\$2,764.70	\$ 445.43	\$ 50,686.61
February	\$3,210.13	\$2,787.74	\$ 422.39	\$ 47,898.87
March	\$3,210.13	\$2,810.97	\$ 399.16	\$ 45,087.90
April	\$3,210.13	\$2,834.40	\$ 375.73	\$ 42,253.50
May	\$3,210.13	\$2,858.02	\$ 352.11	\$ 39,395.49
June	\$3,210.13	\$2,881.83	\$ 328.30	\$ 36,513.65
July	\$3,210.13	\$2,905.85	\$ 304.28	\$ 33,607.80
August	\$3,210.13	\$2,930.06	\$ 280.07	\$ 30,677.74
September	\$3,210.13	\$2,954.48	\$ 255.65	\$ 27,723.26
October	\$3,210.13	\$2,979.10	\$ 231.03	\$ 24,744.15
November	\$3,210.13	\$3,003.93	\$ 206.20	\$ 21,740.23
December	\$3,210.13	\$3,028.96	\$ 181.17	\$ 18,711.27
January	\$3,210.13	\$3,054.20	\$ 155.93	\$ 15,657.06
February	\$3,210.13	\$3,079.65	\$ 130.48	\$ 12,577.41
March	\$3,210.13	\$3,105.32	\$ 104.81	\$ 9,472.09
April	\$3,210.13	\$3,131.20	\$ 78.93	\$ 6,340.90
May	\$3,210.13	\$3,157.29	\$ 52.84	\$ 3,183.61
June	\$3,210.13	\$3,183.61	\$ 26.52	\$ 0.00

Exhibit "E"

Monthly Rental

Secondary School

Description	Square Footage	Rate	Total
Original space	13,450	\$ 5.91	\$ 79,481.92
Expansion space #1	2,600	\$ 7.17	\$ 18,758.00
Expansion space #2	2,600	\$ 7.11	\$ 18,486.50
TOTALS	18,650	\$ 6.91	\$ 126,726.42

See Note #1

NOTE #1

Expansion space #2 blended rate calculation

Period	Square Footage	Rate	Annual Total	Percentage of year occupied	Pro-rated Annual cost	Blended rate for period
1/30/99 - 1/30/00	1,300	\$ 8.00	\$ 10,400.00	34.52%	\$ 3,590.14	
1/30 - 6/30/00	2,600	\$ 8.30	\$ 20,800.00	49.18%	\$ 10,229.51	
7/1/00 - 6/30/01	2,600	\$ 8.30	\$ 20,800.00	30.30%	\$ 6,240.00	
7/1/01 - 6/30/02	2,600	\$ 8.30	\$ 20,800.00	30.30%	\$ 6,240.00	
			\$ 72,800.00		\$ 26,300.65	

Blended rate = \$26,300.65 (total cost during period) divided by 2,600 square feet divided by 3 (years in term) = \$ 3.33

Rental Period	Square Footage	Base Rent rate per year	Total rent before parking lot amortization	Amortization	Total	Annual rate per square foot
July 1, 1999 - June 30, 2000	13,450	\$ 5.91	\$ 79,481.94	\$ 33,848.22	\$ 113,329.26	\$ 8.43
July 1, 1999 - June 30, 2001	13,450	\$ 6.12	\$ 82,262.88	\$ 38,521.55	\$ 120,784.43	\$ 9.00
July 1, 1999 - June 30, 2002	13,450	\$ 6.33	\$ 85,142.08	\$ 38,521.55	\$ 123,663.63	\$ 9.19
TOTALS	40,350	\$ 6.12	\$ 246,885.99	\$ 110,891.33	\$ 357,777.32	\$ 8.77

* Blended rate for 36 months

New monthly rent beginning December 1, 1999	9,938.26
Previous monthly rent	6,623.42
Rent shortage per month from 1/99 - 11/99	3,314.84
5 months of back rent due	16,574.19

Elementary School:

Description	Square Footage	Rate	Total
Original space	15,200	\$ 5.99	\$ 90,868.00
Parking lot (included below)	4,500	\$ 5.24	\$ 23,602.00
TOTALS	19,700	\$ 6.02	\$ 114,470.00

Rental Period	Square Footage	Base Rent rate per year	Total rent before parking lot amortization	East Pierce Parking lot	West Pierce Parking lot	Amortization	Total	Annual rate per square foot
July 1, 1999 - June 30, 2000	19,700	\$ 5.82	\$ 114,654.00	\$ 3,000.00	\$ 1,200.00	\$ 4,198.27	\$ 122,052.27	\$ 6.19
July 1, 2000 - June 30, 2001	19,700	\$ 6.02	\$ 118,666.89	\$ 3,105.00	\$ 1,242.00	\$ 4,347.00	\$ 126,160.89	\$ 6.40
July 1, 2001 - June 30, 2002	19,700	\$ 6.23	\$ 122,820.23	\$ 3,213.58	\$ 1,285.47	\$ 4,499.05	\$ 130,518.85	\$ 6.63
TOTALS	59,100	\$ 6.03	\$ 356,141.12	\$ 9,318.58	\$ 3,727.47	\$ 13,044.32	\$ 399,231.49	\$ 6.75

* Blended rate for 36 months

New monthly rent beginning December 1, 1999	13,363.17
Previous monthly rent	9,551.75
Rent shortage per month from 1/99 - 11/99	3,811.42
5 months of back rent due	19,057.08

Elementary School

LEASE AGREEMENT

This LEASE AGREEMENT, entered into in duplicate this 20th day of August 1998, by and between James J. and Barbara J. Abeler as Lessor and PACT Charter School, a Minnesota non-profit corporation as Lessee. Execution of this Lease Agreement will terminate and replace the Lease Agreement dated October 28, 1997 by and between same.

WITNESSETH: That said lessor, in consideration of the covenants of the lessee herein contained, hereby covenants with said lessee as follows:

That said lessor does hereby lease, demise and let to said lessee the **entire building and related parking lot known as 440 Pierce Street** in the City of Anoka, State of Minnesota (hereinafter referred to as "the Premises") for the terms shown below and subject to the restrictions herein contained and to the rules and regulations listed below, for the annual rate and monthly payment terms as described below; said premises to be used by said lessee as a school in which to primarily carry on the business of education: PROVIDED, HOWEVER, that in case said premises shall become untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and said lessor shall fail or refuse within **fifteen (15)** days thereafter to agree in writing to restore the same within ninety (90) days this lease may be terminated by lessee by notice in writing; or lessee may, at its option, require lessor to promptly, subject to delays for causes beyond lessor's reasonable control, repair and restore the Premises to as near their condition prior to the fire or other casualty as is reasonably possible except that, in no event shall lessor be obligated to repair or restore any special equipment or improvements installed by lessee at lessee's expense. In this case, during the repair and restoration, the rent to be paid hereunder pending such restoration shall be abated in proportion to the loss and impairment of the use of said premises.

Said lessee, in consideration of the covenants of the lessor herein contained, hereby covenants with said lessor as follows:

PREMISES:—That the lessee hereby leases from the lessor the premises above described (Legal Description of property attached as Exhibit A hereto) to include **the entire building and improvements along with the corresponding parking lot in front of the building. Total rentable area approximately 15,200 square feet (sf) plus gymnasium area approximately 4,500 sf.**

TERMS AND PAYMENT OF RENT:—That the lessee hereby leases from the lessor the premises above described for **twenty-four (24) months from July 1, 1998 through June 30, 2000.** This lease agreement may be renegotiated annually for a two-year term, consistent with the PACT Charter School contract with its sponsor. That for the first year of this term the **base rent shall be due and payable on the first of each month, beginning July 1, that base rent for the building shall be \$87,975 for the period of July 1, 1998 – June 30, 1999 or \$7,331.25 per month.** That in addition, the rent for the gymnasium shall be **\$22,770 for the period of July 1, 1998 – June 30, 1999, due and payable on the 15th of each month, beginning on July 15, 1998, at the rate of \$1,897.50 per month.** For the second (2nd) year of this term, the period of July 1, 1999 – June 30, 2000, the **base rent shall be due and payable on the first of each month, beginning July 1, that base rent for the building shall be \$91,054 or \$7,587.84 per month.** That

in addition, the rent for the gymnasium shall be \$23,567 or \$1,963.91, due and payable on the 15th of each month, beginning on July 15, 1998. These payments include the rental of the existing racquetball court at \$1 per year. This results in a total rent for the first year July 1, 1998 to June 30, 1999 of \$110,745 per year or \$9,228.75 per month and total rent for the second year July 1, 1999 to June 30, 2000 of \$114,621 per year or \$9,551.75 per month

ASSIGNMENT AND SUBLETTING:—That the lessee will not assign this lease and will not sublet any part of said premises without the consent in writing of the lessor, which will not be unreasonably withheld; and does hereby agree that if the lessee shall be declared bankrupt, shall have a receiver appointed of his property, shall make assignment for benefit of creditors, or his rights hereunder shall be taken under execution, it shall be construed as an assignment of this lease within the meaning hereof.

USE OF PREMISES:—That the lessee will keep said premises in an orderly, clean and sanitary condition as required by the laws and ordinances applicable thereto; will neither do nor permit to be done therein anything which is in violation of the terms of insurance policies on said building; will neither do nor permit to be done on said premises anything in violation of laws or ordinances applicable thereto; and will neither commit nor suffer waste in said premises; and will pay for all glass broken by his fault or negligence.

BILLS FOR UTILITIES AND SERVICES:—That the lessee will contract and pay all bills for utilities and services in said premises as follows, and will make no claim against the lessor for damages caused by water, gas, electricity or other means, unless these can be shown to be the result of negligence on the part of the lessor:

	<u>Percent paid by Lessee</u>
Heat	100%
Electric	100%
Water/Sewer	100%
Snow Removal	100%
Trash Removal	100%
Lawn Service	100%
All Insurance	100%

TAXES:—That the lessor will pay all real estate taxes in respect to this property.

MECHANICAL SYSTEMS:—That the lessee is responsible to contract and pay all maintenance costs for mechanical systems which serve this premises, including heating, ventilation, air conditioning, electrical, plumbing, sprinkler, and elevator..

REMODELING:—That the lessee has the right to remodel the leased space, subject to prior written permission from lessor. All work to be done in a quality workmanlike manner and paid for by lessee. Lessee will undertake best efforts to assure that no mechanics liens are filed. If any are filed, lessee shall defend and pay all costs holding lessor harmless in all respects therefrom.

REPAIRS:—That the lessee will contract and pay all repairs to said premises for leasehold improvements which include doors, windows, hardware, interior walls, ceilings, and floor coverings. That the lessor will contract and pay for all repairs to outside walls, roof and building structure.

COMPLIANCE WITH SCHOOL OCCUPANCY CODES:—That the lessee will comply with any and all building code requirements unique to its use as a school, at lessee's expense, specifically, but not limited to, any elevators, ramping, AHERA, fire alarming, smoke detection.

EXHIBIT A

LEGAL DESCRIPTION FOR 440 PIERCE STREET

East 58.00 feet of the North 1.00 foot of Lot 1;
The East 58.00 feet of Lot 2;
Lot 25, except the East 7.50 feet as measured along the north line of
said Lot 25;
Lot 26, except the East 7.50 feet as measured along the north line of
said Lot 26;
Lot 27, except the East 7.50 feet of the North 4.00 feet as measured
along the north and east lines of said Lot 27;
The North 1.00 foot of Lot 28;

All in Block 2, Cutterville Addition to Anoka, according to the map or
plat thereof on file and of record in the office of the County Recorder
in and for Anoka County, Minnesota.

SIGNAGE:—That the lessee shall be allowed to put signage on the premises subject to lessor's prior written approval, which will not be unreasonably withheld. Lessor and lessee agree to work together on this. Any signage will be in accordance with all codes and ordinances, and at lessee's expense.

ENTRY BY LESSOR:—That the lessor may at all reasonable times enter said premises to inspect the same and to make repairs therein.

NON-SCHOOL HOURS USE OF SPACE:—That the lessor reserves the right to use the gymnasium, racquetball court, nursery & lunchroom areas, and commons space. Said space shall be used by the lessor only after 4:30 p.m. on weekdays during the school year or any time on weekends, holidays or summer vacation, during hours for which lessee has not already scheduled usage. Only adult-supervised activities may be scheduled.

- Lessee has first choice in use of racquetball, nursery area and commons space up to one (1) week in advance, although lessee and lessor agree to work together on this matter. If less than one (1) week, then space will be made available on a first come, first served basis.
- Lessor has first choice in use of gymnasium space up to four (4) weeks in advance, although lessee and lessor agree to work together on this matter. If less than four (4) weeks, then space will be made available on a first come, first served basis.

Following any such use by lessor of any space, lessor will restore this space to its former school-like layout and condition in time for any scheduled school activity, and properly clean and secure the building. During the time of lessor's use, this area will be deemed a private, non-school area, not under the control of lessee.

NOTICE TO VACATE:—Either lessor or lessee shall give the other party ninety (90) days notice in writing of intention to terminate this lease as of June 30, 2000. Said notice must be postmarked no later than March 31, 2000. If notice is not given by March 31, 2000, this lease shall continue on a month-to-month basis at a 6% increase in annual rent, payable monthly, effective July 1, 2000 until a ninety (90) day written notice is given or until lessor and lessee enter into a new lease. Until a new lease is signed, all other terms and conditions of the original lease would apply. This is not meant to construe or imply an automatic 6% increase in rent. Actual new lease terms will be negotiated between lessor and lessee.

LOSS OF PROPERTY:—That the lessee will make no claim against the lessor for any loss of property by theft, burglary, or other means, from said premises, unless such loss occurs as the result of the negligence of lessor or lessor's agents.

ABANDONMENT OR DEFAULT:—That in case the lessee shall vacate or abandon said premises or shall default in any of his covenants herein and said default shall not be removed within ten (10) days after notice thereof in writing from the lessor, the lessor is hereby authorized to re-enter said premises, to eject the lessee and take full possession of said premises, to terminate this lease at his option and to lease and let said premises as to him shall seem best, to remove from said premises all personal property of the lessee and to store the same to the account and at the expense and risk of the lessee, and to sell said property or any part thereof and out of the proceeds to pay all expenses of so removing, storing and selling the same, and all sums which shall then be in arrears or past due for rent; and that no such act or acts of the lessor shall be construed as a cancellation of this lease or waiver of the right of the lessor to collect rent hereunder for the remainder of said term, except said exercise of his option to terminate the same; and that in case the lessor shall determine that any action or proceeding at law or otherwise is necessary to enforce the terms and conditions hereof, the lessee agrees that a reasonable attorney's fee and the necessary costs and disbursements thereof may be allowed and taxed against him.

EMINENT DOMAIN:—If the whole of or any substantial part of the premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, or purchased under threat of such a taking, so as to render the remaining portion of the premises unsuitable

for the purposes intended hereunder, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and lessor shall make a pro rata refund of any prepaid rent. In the event that fifty percent (50%) or more of the building area or fifty percent (50%) or more of the value of the premises is taken by public authority under the power of eminent domain, or purchased under threat of such taking, then lessor or lessee shall have the option, by written notice to the other party mailed within sixty (60) days from the date possession shall be taken by such public authority, to terminate this Lease effective upon a date within ninety (90) days from the date of such notice.

NOTICES:—All notices, demands, and requests pertaining to this lease shall be in writing, and shall be effectively served when mailed to the following addresses:

LESSOR

James J. and Barbara J. Abeler
600 East Main Street
Anoka, MN 55303
Telephone: 612-421-3722
with a copy to:
Wagner Management, Inc.
1612 Como Avenue, Suite 103
St. Paul, MN 55108
Telephone: 612-641-0567

LESSEE

PACT Charter School
Attention: Business Manager
440 Pierce Street
Anoka, MN 55303
Telephone: 612-421-4510

BUILDING RULES AND REGULATIONS

OBSTRUCTIONS:—Lessee shall not obstruct sidewalks, entries, halls, elevators or stairways nor use the same for any purpose other than for ingress and egress to and from their respective premises.

USE OF FIXTURES AND CONVENIENCES:—Lessee shall not use water closets for purposes other than that for which they were constructed, and shall not deposit therein any rubbish, sweepings, rags, paper, ashes or other substances, and shall be liable for all damages caused by a violation of this rule.

MACHINERY AND DANGEROUS SUBSTANCES:—Lessee shall not install or operate steam engines, boilers or other machinery in the building, or use oils, camphene, kerosene, naphtha, gasoline, for heating or lighting, or any other purpose in said building, unless these items are used in school oriented projects or experiments.

RIGHT TO SHOW PREMISES:—The lessor shall have the right to enter leased premises during three months prior to the termination of the lease to show the same to prospective tenants and to place on doors and windows the usual notice that the premises are for rent.

PASS-KEYS:—The lessor shall have the right to keep pass-keys to all leased premises and to use the same to enter such premises in any emergency for inspection.

AWNINGS AND SHADES:—When lessee desires shades or awnings over windows on the outside, the same must be of uniform shape, color and materials as prescribed by the lessor and must be put up at the expense of lessee under the consent and direction of the lessor.

TELEPHONE AND COMPUTER CONNECTIONS:—The lessor shall have the right to direct all electric wiring in said building for telephone, intercom, computer and other purposes and lessee shall not do or permit any boring or cutting for such purposes except with the consent and direction of said lessor. Lessee to pay for any such wiring installation costs.

REMOVAL OF FURNITURE AND FIXTURES — Lessee shall move or remove any and all furniture, fixtures, and goods, whenever requested so to do by the lessor for purposes of repairs.

In consideration of the premises, it is hereby mutually agreed by and between the parties hereto that their respective covenants herein shall be binding upon and inure to the benefit of their respective heirs, legal representatives, successors and assigns; and that the term "lessor" and "lessee" shall be construed to mean men or women, lessors or lessees where there are more than one, and corporations as the case may be.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, in the presence of:

James J. Abeler
James J. Abeler — Lessor

Barbara J. Abeler
Barbara J. Abeler — Lessor

PACT CHARTER SCHOOL — LESSEE
A Minnesota non-profit corporation

By: [Signature]

Darvil A. Singh - PACT Board Chair
(type or print name and title)

Attachment: Exhibit A -- Legal Description for 440 Pierce Street

LEASE AGREEMENT

This LEASE AGREEMENT, entered into in duplicate this 20th day of August, 1998, by and between **Wagner Management, Inc.**, agent for **James J. and Barbara J. Abeler** (owners), as Lessor and **PACT Charter School**, a Minnesota non-profit corporation as Lessee. Execution of this Lease Agreement will terminate and replace the Lease Agreement dated October 28, 1997 by and between same.

WITNESSETH: That said lessor, in consideration of the covenants of the lessee herein contained, hereby covenants with said lessee as follows:

That said lessor does hereby lease, demise and let to said lessee the area designated as "net rentable area" on the diagram which is attached as Exhibit A hereto, located at **2665 Fourth Avenue North** (also known as "The Old Milk Factory") in the City of **Anoka**, State of **Minnesota** (hereinafter referred to as "the Premises") for the terms shown below and subject to the restrictions herein contained and to the rules and regulations listed below, for the annual rate and monthly payment terms as described below; said premises to be used by said lessee as a school in which to primarily carry on the business of education: PROVIDED, HOWEVER, that in case said premises shall become untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and said lessor shall fail or refuse within fifteen (15) days thereafter to agree in writing to restore the same within ninety (90) days this lease may be terminated by lessee by notice in writing; or lessee may, at its option, require lessor to promptly, subject to delays for causes beyond lessor's reasonable control, repair and restore the Premises to as near their condition prior to the fire or other casualty as is reasonably possible except that, in no event shall lessor be obligated to repair or restore any special equipment or improvements installed by lessee at lessee's expense. In this case, during the repair and restoration, the rent to be paid hereunder pending such restoration shall be abated in proportion to the loss and impairment of the use of said premises.

Said lessee, in consideration of the covenants of the lessor herein contained, hereby covenants with said lessor as follows:

PREMISES:—That the lessee hereby leases from the lessor that portion of the premises legally described as Exhibit B attached hereto, to include the basement suites as marked on the building plan referred to as Exhibit A. This includes the 7,630 square feet (sf) from the 1997-98 lease, plus an additional 2,860 sf in new construction. Total rentable area approximately 10,490 sf.

TERMS AND PAYMENT OF RENT:—That the lessee hereby leases from the lessor the premises above described for **twenty-four (24) months** from **July 1, 1998** through **June 30, 2000**. This lease agreement may be renegotiated annually for a two-year term, consistent with the PACT Charter School contract with its sponsor. That for the first year of this term the base rent shall be due and payable on the first of each month, beginning July 1, 1998 that base rent for the building shall be **\$56,646 (\$5.40/sf)** or **\$4,720.50** for the period of July 1, 1998 – June 30, 1999. For the second (2nd) year of this term, the period of July 1, 1999 – June 30, 2000, the base rent shall be due and payable on the first of each month, beginning July 1, 1999 that base rent for the building shall be **\$57,695 (\$5.50/sf)** or **\$4,807.92** per month. That in addition,

\$10,000 will be paid for the term from July 1, 1998 to June 30, 1999 as repayment for the final one-fourth of the cost of building improvements made during the summer of 1996 remodeling project which were paid for by lessor. These annual rent amounts totaling \$66,646 for the first year of term and \$57,695 for the second year of term will be due and payable in the amounts of \$5,553.83 and \$4,807.92 per month respectively for the first and second year of term.

ASSIGNMENT AND SUBLETTING:—That the lessee will not assign this lease and will not sublet any part of said premises without the consent in writing of the lessor, which will not be unreasonably withheld; and does hereby agree that if the lessee shall be declared bankrupt, shall have a receiver appointed of his property, shall make assignment for benefit of creditors, or his rights hereunder shall be taken under execution, it shall be construed as an assignment of this lease within the meaning hereof.

USE OF PREMISES:—That the lessee will keep said premises in an orderly, clean and sanitary condition as required by the laws and ordinances applicable thereto; will neither do nor permit to be done therein anything which is in violation of the terms of insurance policies on said building; will neither do nor permit to be done on said premises anything in violation of laws or ordinances applicable thereto; and will neither commit nor suffer waste in said premises; and will pay for all glass broken by his fault or negligence.

BILLS FOR UTILITIES AND SERVICES.—That the lessee will contract and pay all bills for utilities and services in said premises as follows, and will make no claim against the lessor for damages caused by water, gas, electricity or other means, unless these can be shown to be the result of negligence on the part of the lessor:

	<u>Percent paid by Lessee</u>
Heat	<u>50</u> % of entire building
Electric	<u>50</u> % of entire building
Water/Sewer	<u>50</u> % of entire building
Snow Removal	<u>50</u> % of total billings
Trash Removal	<u>50</u> % of total billings
Lawn Service	<u>50</u> % of total billings

TAXES:—That the lessor will pay all real estate taxes in respect to this property.

LESSOR'S PROPERTY AND LIABILITY INSURANCE:—Lessor shall keep the entire Building insured for the benefit of lessor in an amount equivalent to its full replacement value (excluding foundation, grading, and excavation costs) against loss or damage by fire; and such other risks as are customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design, (including, but not limited to windstorms, hail, explosion, vandalism, malicious mischief, civil commotion, and such other coverage as may be deemed necessary by lessor, providing such additional coverage is obtainable). Lessor shall maintain, for its benefit and the benefit of its managing agent, commercial general liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Building, such insurance to afford protection to lessor and its managing agent. Insurance premiums paid for the Property and Liability coverage described above shall be the responsibility of the lessor.

MECHANICAL SYSTEMS:—That the lessee is responsible to contract and pay all maintenance costs for mechanical systems which serve this premises, including heating, ventilation, air conditioning, electrical, plumbing, sprinkler, and elevator.

REMODELING:—That the lessee has the right to remodel the leased space, subject to prior written permission from lessor. All work to be done in a quality workmanlike manner and paid for by lessee.

Lessee will undertake best efforts to assure that no mechanics liens are filed. If any are filed, lessee shall defend and pay all costs holding lessor harmless in all respects therefrom

REPAIRS:—That the lessee will contract and pay all repairs to premises for leasehold improvements which include doors, windows, hardware, interior walls, ceilings, and floor coverings. Lessee will notify Wagner Management, Inc. at 612-641-0567 at least one day prior to any repairs which might interrupt any utility service.

COMPLIANCE WITH SCHOOL OCCUPANCY CODES:—That the lessee will comply with any and all building code requirements unique to its use as a school, at lessee's expense, specifically, but not limited to, any elevators, ramping, AHERA, fire alarming, smoke detection.

SIGNAGE:—That the lessee shall be allowed to put signage on the premises subject to lessor's prior written approval, which will not be unreasonably withheld. Lessor and lessee agree to work together on this. Any signage will be in accordance with all codes and ordinances, and at lessee's expense.

ENTRY BY LESSOR:—That the lessor may at all reasonable times enter said premises to inspect the same and to make repairs therein.

NON-SCHOOL HOURS USE OF SPACE:—That the lessor has no interest in use of any of lessee's leased space. Without further amendment of this agreement, or a separate addendum to this agreement, lessee's leased space will not be made available to lessor for non-school hours use.

NOTICE TO VACATE:—Either lessor or lessee shall give the other party ninety (90) days notice in writing of intention to terminate this lease as of June 30, 2000. Said notice must be postmarked no later than March 31, 2000. If notice is not given by March 31, 2000, this lease shall continue on a month-to-month basis at a 6% increase in annual rent, payable monthly, effective July 1, 2000, until a ninety (90) day written notice is given or until lessor and lessee enter into a new lease. Until a new lease is signed, all other terms and conditions of the original lease would apply. This is not meant to construe or imply an automatic 6% increase in rent. Actual new lease terms will be negotiated between lessor and lessee.

LOSS OF PROPERTY:—That the lessee will make no claim against the lessor for any loss of property by theft, burglary, or other means, from said premises, unless such loss occurs as the result of the negligence of lessor or lessor's agents.

ABANDONMENT OR DEFAULT:—That in case the lessee shall vacate or abandon said premises or shall default in any of his covenants herein and said default shall not be removed within ten (10) days after notice thereof in writing from the lessor, the lessor is hereby authorized to re-enter said premises, to eject the lessee and take full possession of said premises, to terminate this lease at his option and to lease and let said premises as to him shall seem best, to remove from said premises all personal property of the lessee and to store the same to the account and at the expense and risk of the lessee, and to sell said property or any part thereof and out of the proceeds to pay all expenses of so removing, storing and selling the same, and all sums which shall then be in arrears or past due for rent; and that no such act or acts of the lessor shall be construed as a cancellation of this lease or waiver of the right of the lessor to collect rent hereunder for the remainder of said term, except said exercise of his option to terminate the same; and that in case the lessor shall determine that any action or proceeding at law or otherwise is necessary to enforce the terms and conditions hereof, the lessee agrees that a reasonable attorney's fee and the necessary costs and disbursements thereof may be allowed and taxed against him.

EMINENT DOMAIN:—If the whole of or any substantial part of the premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, or purchased under threat of such a taking, so as to render the remaining portion of the premises unsuitable for the purposes intended hereunder, then the term of this Lease shall cease as of the day possession shall

be taken by such public authority and lessor shall make a pro rata refund of any prepaid rent. In the event that fifty percent (50%) or more of the premises area or fifty percent (50%) or more of the value of the premises is taken by public authority under the power of eminent domain, or purchased under threat of such taking, then lessor or lessee shall have the option, by written notice to the other party mailed within sixty (60) days from the date possession shall be taken by such public authority, to terminate this Lease effective upon a date within ninety (90) days from the date of such notice.

NOTICES:—All notices, demands, and requests pertaining to this lease shall be in writing, and shall be effectively served when mailed to the following addresses:

LESSOR

James J. and Barbara J. Abeler
600 East Main Street
Anoka, MN 55303
Telephone: 612-421-3722
with a copy to:
Wagner Management, Inc.
1612 Como Avenue, Suite 103
St. Paul, MN 55108
Telephone: 612-641-0567

LESSEE

PACT Charter School
Attention: Business Manager
440 Pierce Street
Anoka, MN 55303
Telephone: 612-421-4510

BUILDING RULES AND REGULATIONS

OBSTRUCTIONS:—Lessee shall not obstruct sidewalks, entries, halls, elevators or stairways nor use the same for any purpose other than for ingress and egress to and from their respective premises.

USE OF FIXTURES AND CONVENIENCES:—Lessee shall not use water closets for purposes other than that for which they were constructed, and shall not deposit therein any rubbish, sweepings, rags, paper, ashes or other substances, and shall be liable for all damages caused by a violation of this rule.

MACHINERY AND DANGEROUS SUBSTANCES:—Lessee shall not install or operate steam engines, boilers or other machinery in the building, or use oils, camphene, kerosene, naphtha, gasoline, for heating or lighting, or any other purpose in said building, unless these items are used in school oriented projects or experiments.

RIGHT TO SHOW PREMISES:—The lessor shall have the right to enter leased premises during three months prior to the termination of the lease to show the same to prospective tenants and to place on doors and windows the usual notice that the premises are for rent.

PASS-KEYS:—The lessor shall have the right to keep pass-keys to all leased premises and to use the same to enter such premises in any emergency for inspection.

DISTURBANCE OF TENANTS:—Lessor or his employees or visitors shall not disturb other tenants by the use of musical instruments, unseemly noises or other means and annoyances.

AWNINGS AND SHADES:—When lessee desires shades or awnings over windows on the outside, the same must be of uniform shape, color and materials as prescribed by the lessor and must be put up at the expense of lessee under the consent and direction of the lessor.

TELEPHONE AND COMPUTER CONNECTIONS:—The lessor shall have the right to direct all electric wiring in said building for telephone, intercom, computer and other purposes and lessee shall not do

or permit any boring or cutting for such purposes except with the consent and direction of said lessor. Lessee to pay for any such wiring installation costs.

REMOVAL OF FURNITURE AND FIXTURES — Lessee shall move or remove any and all furniture, fixtures, and goods, whenever requested so to do by the lessor for purposes of repairs.

In consideration of the premises, it is hereby mutually agreed by and between the parties hereto that their respective covenants herein shall be binding upon and inure to the benefit of their respective heirs, legal representatives, successors and assigns; and that the term "lessor" and "lessee" shall be construed to mean men or women, lessors or lessees where there are more than one, and corporations as the case may be.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, in the presence of:

LESSOR:


WAGNER MANAGEMENT, INC

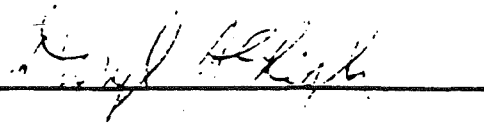
Agent for James J. and Barbara J. Abeler, Owners

LESSEE:

PACT CHARTER SCHOOL

A Minnesota non-profit corporation

By: 
Michael J. Wagner, Jr.
(type or print name and title)

By: 
David A. Sauer, PACT Charter School
(type or print name and title)

Attachments: Exhibit A -- "Net Rentable Area" for 2665 Fourth Avenue North
Exhibit B -- Legal Description for 2665 Fourth Avenue North

EXHIBIT A

OLD MILK FACTORY

LOWER LEVEL

N →

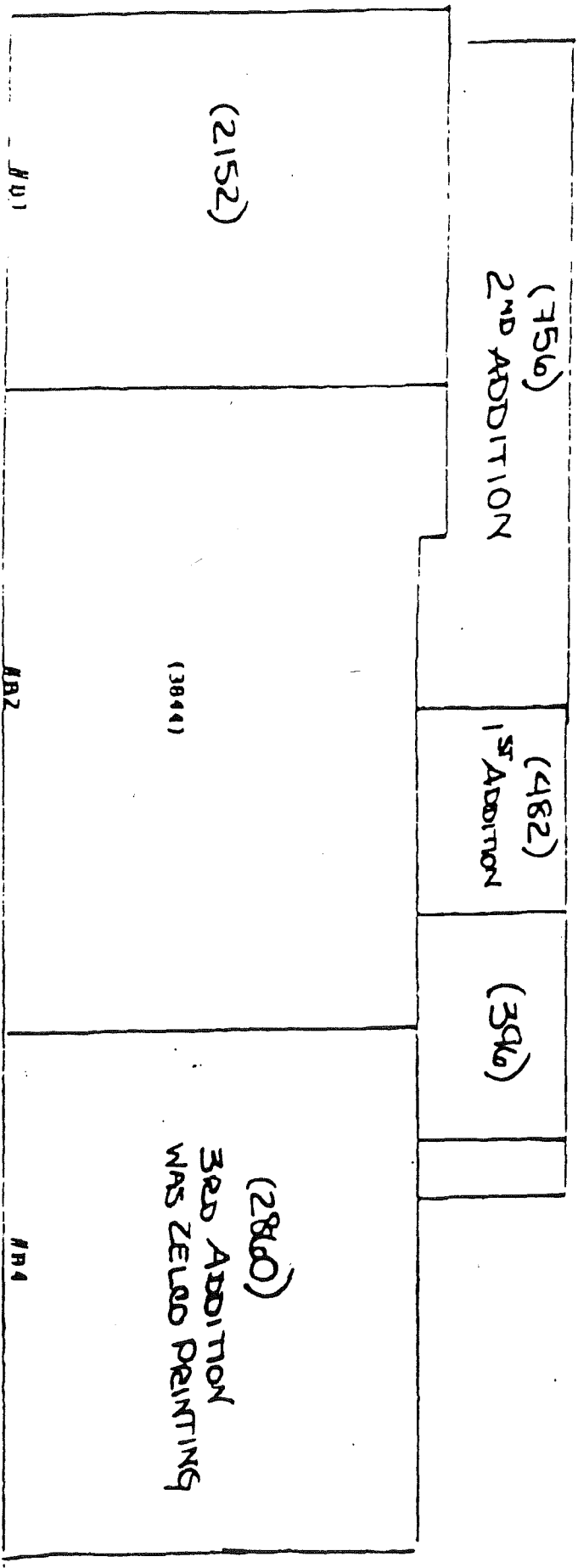


EXHIBIT B

LEGAL DESCRIPTION FOR 2865 FOURTH AVENUE NORTH

Lots Thirteen (13) and Fourteen (14), Pillsbury-Wasburn Subdivision; except the parts thereof which lie Southerly of a line running parallel with and distant 100 feet Northerly of the following described line:

Beginning at a point on the North and South Quarter line of Section 6, Township 31 North, Range 24 West, distant 2564.4 feet North of the South Quarter corner thereof; thence running Westerly at an angle of $89^{\circ}56'$ with said North and South Quarter line (when measured from North to West) for 2,200 feet, and there terminating; according to the duly recorded plats thereof.

That part of Lot Two (2), Block One (1), Cutterville Addition to Anoka; except that certain part thereof described in that certain deed recorded in Book "K" of Deeds at Page 244 thereof in the office of the Register of Deeds of Anoka County; and that part of Lot One (1), Block One (1), said addition described as follows: Commencing at the Southeast corner of said Lot One (1); thence North along the East line of said Lot One (1) to the South boundary line of Pleasant Street (so called); thence West along said South line of Pleasant Street to the East shore of the Rum River; thence Southerly along the East shore of said Rum River to the South line of said Lot One (1); thence East along said South line of Lot One (1) to the point of commencement; according to the duly recorded plats thereof.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: Subject to easements, restrictions and reservations of record, if any.

Elementary

LEASE AGREEMENT

This LEASE AGREEMENT, entered into in duplicate this 16th day of December 1999, by and between **James J. and Barbara J. Abeler** as Lessor and **PACT Charter School**, a Minnesota non-profit corporation as Lessee. Execution of this Lease Agreement will terminate and replace the Lease Agreement dated August 20, 1998 by and between same.

WITNESSETH: That said lessor, in consideration of the covenants of the lessee herein contained, hereby covenants with said lessee as follows:

That said lessor does hereby lease, demise and let to said lessee the **entire building and related parking lot known as 440 Pierce Street** in the City of Anoka, State of Minnesota (hereinafter referred to as "the Premises") for the terms shown below and subject to the restrictions herein contained and to the rules and regulations listed below, for the annual rate and monthly payment terms as described below: said premises to be used by said lessee as a **school** in which to primarily carry on the business of **education**: PROVIDED, HOWEVER, that in case said premises shall become untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and said lessor shall fail or refuse within fifteen (15) days thereafter to agree in writing to restore the same within ninety (90) days this lease may be terminated by lessee by notice in writing; or lessee may, at its option, require lessor to promptly, subject to delays for causes beyond lessor's reasonable control, repair and restore the Premises to as near their condition prior to the fire or other casualty as is reasonably possible except that, in no event shall lessor be obligated to repair or restore any special equipment or improvements installed by lessee at lessee's expense. In this case, during the repair and restoration, the rent to be paid hereunder pending such restoration shall be abated in proportion to the loss and impairment of the use of said premises.

Said lessee, in consideration of the covenants of the lessor herein contained, hereby covenants with said lessor as follows:

1) PREMISES:— That the lessee hereby leases from the lessor that portion of the premises legally described on Exhibit A attached hereto. A plan depicting the leased premise is referred to as Exhibit B and includes the entire building and improvements along with the corresponding parking lot in front of the building. The premises also includes the East and West Pierce parking lots. Total rentable area approximately 15,200 square feet (sf) plus gymnasium area approximately 4,500 sf. and parking lots.

2) TERMS AND PAYMENT OF RENT:—That the lessee hereby leases from the lessor the premises above described for **thirty-six (36) months** from July 1, 1999 through June 30, 2002. That for the term of this Lease, the **base rent** shall be due and payable on the **first of each month**, beginning July 1, 1999. Base rent for the premises shall be **\$160,358.04 (\$8.14/sf) or \$13,363.17 monthly**. This is a blended rate for the three (3) year term (see exhibit "E" for rate calculations).

3) ASSIGNMENT AND SUBLETTING:—That the lessee will not assign this lease and will not sublet any part of said premises without the consent in writing of the lessor, which will not be unreasonably withheld; and does hereby agree that if the lessee shall be declared bankrupt, shall have a receiver

- Lessee has first choice in use of racquetball, nursery area and commons space up to one (1) week in advance, although lessee and lessor agree to work together on this matter. If less than one (1) week, then space will be made available on a first come, first served basis.
- Lessor has first choice in use of gymnasium space up to four (4) weeks in advance, although lessee and lessor agree to work together on this matter. If less than four (4) weeks, then space will be made available on a first come, first served basis.

Following any such use by lessor of any space, lessor will restore this space to its former school-like layout and condition in time for any scheduled school activity, and properly clean and secure the building. During the time of lessor's use, this area will be deemed a private, non-school area, not under the control of lessee.

The lessor will comply with the all rules and regulations outlined in the "Building Use Guidelines". (see attached)

14) NOTICE TO VACATE:—Either lessor or lessee shall give the other party Twelve (12) month notice in writing of intention to terminate this lease as of June 30, 2002. Said notice must be postmarked no later than June 30, 2001. If notice is not given by June 30, 2001, then said lease shall continue on a year-to-year basis at a base rental rate of \$9.00 per square foot (psf), payable monthly, effective July 1, 2002, and continuing for 12 months. If notice is not given by June 30, 2002, then lease will continue on a year-to-year basis with an increase in the base rental rate as determined by Landlord. During any year-to-year tenancy all other terms and conditions of the original lease would apply.

15) LOSS OF PROPERTY:—That the lessee will make no claim against the lessor for any loss of property by theft, burglary, or other means, from said premises, unless such loss occurs as the result of the negligence of lessor or lessor's agents.

16) ABANDONMENT OR DEFAULT:—That in case the lessee shall vacate or abandon said premises or shall default in any of his covenants herein and said default shall not be removed within ten (10) days after notice thereof in writing from the lessor, the lessor is hereby authorized to re-enter said premises, to eject the lessee and take full possession of said premises, to terminate this lease at his option and to lease and let said premises as to him shall seem best, to remove from said premises all personal property of the lessee and to store the same to the account and at the expense and risk of the lessee, and to sell said property or any part thereof and out of the proceeds to pay all expenses of so removing, storing and selling the same, and all sums which shall then be in arrears or past due for rent; and that no such act or acts of the lessor shall be construed as a cancellation of this lease or waiver of the right of the lessor to collect rent hereunder for the remainder of said term, except said exercise of his option to terminate the same; and that in case the lessor shall determine that any action or proceeding at law or otherwise is necessary to enforce the terms and conditions hereof, the lessee agrees that a reasonable attorney's fee and the necessary costs and disbursements thereof may be allowed and taxed against him.

17) EMINENT DOMAIN:—If the whole of or any substantial part of the premises is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use, or purchased under threat of such a taking, so as to render the remaining portion of the premises unsuitable for the purposes intended hereunder, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and lessor shall make a pro rata refund of any prepaid rent. In the event that fifty percent (50%) or more of the building area or fifty percent (50%) or more of the value of the premises is taken by public authority under the power of eminent domain, or purchased under threat of such taking, then lessor or lessee shall have the option, by written notice to the other party mailed within sixty (60) days from the date possession shall be taken by such public authority, to terminate this Lease effective upon a date within ninety (90) days from the date of such notice.

18) NOTICES:—All notices, demands, and requests pertaining to this lease shall be in writing, and shall be effectively served when mailed to the following addresses:

LESSOR

James J. and Barbara J. Abeler
200 East Main Street
Anoka, MN 55303
Telephone: 612-421-3722
with a copy to:
Wagner Management
1032 West 7th Street, Suite #201
St. Paul, MN 55102
Telephone: (651) 310-0371

LESSEE

PACT Charter School
Attention: Business Manager
440 Pierce Street
Anoka, MN 55303
Telephone: 612-421-4510

19) TENANT IMPROVEMENT ALLOWANCE: - Lessor will pay lessee \$100,514.12 as a tenant improvement allowance. Lessee will use funds to improve leasehold and keep a written record of all expenditures. The leasehold improvements represent \$49,114.12 for 1998-1999 and \$51,400.00 for 1999-2000 in expenditures (see exhibit "C" for listing). This improvement allowance is amortized and included as part of the rental rate as shown on exhibit "D" and exhibit "E" respectively.

20) YEAR 2000 COMPLIANCE (Y2K): - Lessor warrants that all systems under its control is Y2K compliant and furthermore will inspect building on January 1, 2000 to ensure utility service and other critical building systems are functioning. Lessee is responsible to check its own internal systems for Y2K compliance.

21) STATE FUNDING: - If for any reason the PACT Charter School loses its charter, the school's lease will terminate on the day funding ceases. However, the school will remain responsible to repay for its unamortized leasehold improvements, in the manner specified in this or future leases.

BUILDING RULES AND REGULATIONS

22) OBSTRUCTIONS:—Lessee shall not obstruct sidewalks, entries, halls, elevators or stairways nor use the same for any purpose other than for ingress and egress to and from their respective premises.

23) USE OF FIXTURES AND CONVENIENCES:—Lessee shall not use water closets for purposes other than that for which they were constructed, and shall not deposit therein any rubbish, sweepings, rags, paper, ashes or other substances, and shall be liable for all damages caused by a violation of this rule.

24) MACHINERY AND DANGEROUS SUBSTANCES:—Lessee shall not install or operate steam engines, boilers or other machinery in the building, or use oils, camphene, kerosene, naphtha, gasoline, for heating or lighting, or any other purpose in said building, unless these items are used in school oriented projects or experiments.

25) RIGHT TO SHOW PREMISES:—The lessor shall have the right to enter leased premises during six (6) months prior to the termination of the lease to show the same to prospective tenants and to place on doors and windows the usual notice that the premises are for rent.

25. PASS-KEYS:—The lessor shall have the right to keep pass-keys to all leased premises and to use the same to enter such premises in any emergency for inspection.

27. AWNINGS AND SHADES.—When lessee desires shades or awnings over windows on the outside, the same must be of uniform shape, color and materials as prescribed by the lessor and must be put up at the expense of lessee under the consent and direction of the lessor.

28. TELEPHONE AND COMPUTER CONNECTIONS.—The lessor shall have the right to direct all electric wiring in said building for telephone, intercom, computer and other purposes and lessee shall not do or permit any boring or cutting for such purposes except with the consent and direction of said lessor. Lessee to pay for any such wiring installation costs.

29. REMOVAL OF FURNITURE AND FIXTURES:—Lessee shall move or remove any and all furniture, fixtures, and goods, whenever requested so to do by the lessor for purposes of repairs.

In consideration of the premises, it is hereby mutually agreed by and between the parties hereto that their respective covenants herein shall be binding upon and inure to the benefit of their respective heirs, legal representatives, successors and assigns; and that the term "lessor" and "lessee" shall be construed to mean men or women, lessors or lessees (where there are more than one), and corporations as the case may be.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, in the presence of:

James J. Abele
James J. Abele — Lessor

Barbara J. Abele
Barbara J. Abele — Lessor

PACT CHARTER SCHOOL — LESSEE
A Minnesota non-profit corporation

By: [Signature]

STEPHEN ESKELSON
(type or print name and title)

- Attachments: Exhibit A -- Legal Description for 440 Pierce Street
Exhibit B -- "Net Rentable Area" for 440 Pierce Street
Exhibit C -- Summary of Tenant Improvements
Exhibit D -- Amortization schedule for Tenant Improvements
Exhibit E -- Monthly rental calculations

EXHIBIT A

LEGAL DESCRIPTION FOR 440 PIERCE STREET

East 58.00 feet of the North 1.00 foot of Lot 1;
The East 58.00 feet of Lot 2;
Lot 25, except the East 7.50 feet as measured along the north line of
said Lot 25;
Lot 26, except the East 7.50 feet as measured along the north line of
said Lot 26;
Lot 27, except the East 7.50 feet of the North 4.00 feet as measured
along the north and east lines of said Lot 27;
The North 1.00 foot of Lot 28;

All in Block 2, Cutterville Addition to Anoka, according to the map or
plat thereof on file and of record in the office of the County Recorder
in and for Anoka County, Minnesota.

EXHIBIT "C"

PACT Charter School Summary of Tenant Improvements

	Elementary	Secondary	Total
1 1998-1999 summary of construction costs	\$ 49,114.12	\$ 43,785.38	\$ 92,900.00
2 Tile floor replacement	\$ 2,000.00	\$ -	\$ 2,000.00
3 Playground	\$ 15,000.00	\$ -	\$ 15,000.00
4 Chemistry Lab	\$ -	\$ 40,000.00	\$ 40,000.00
5 Re-key locks	\$ 3,000.00	\$ -	\$ 3,000.00
6 Security Monitoring	\$ -	\$ 2,500.00	\$ 2,500.00
7 Fire alarm system	\$ -	\$ 7,500.00	\$ 7,500.00
8 Storage area construction	\$ 3,500.00	\$ -	\$ 3,500.00
9 Storage locker moved to secondary	\$ -	\$ 1,000.00	\$ 1,000.00
10 Locker room modification	\$ 7,900.00	\$ -	\$ 7,900.00
11 Change electric in teacher area	\$ -	\$ 2,200.00	\$ 2,200.00
12 Kindergarten floor	\$ 1,000.00	\$ -	\$ 1,000.00
13 Gymnasium Floor	\$ 16,500.00	\$ -	\$ 16,500.00
14 Construction Management Fee	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
TOTALS	\$ 100,514.12	\$ 99,485.38	\$ 200,000.00

Exhibit "D"

PAYMENT CALCULATIONS ELEMENTARY SCHOOL

PRINCIPAL	\$ 100,514.12	
INTEREST	0.833%	10.000%
PERIODS	36	
PAYMENT	\$3,243.31	

Amortization period begins on July 1, 1999 with
the first payment due on December 1, 1999 as
outlined below.

Date	Payment	Principal	Interest	Balance
July	\$0.00			\$ 100,514.12
August	\$0.00			\$ 100,514.12
September	\$0.00			\$ 100,514.12
October	\$0.00			\$ 100,514.12
November	\$0.00			\$ 100,514.12
December	\$14,738.21	\$14,738.21		\$ 85,775.91
January	\$3,243.31	\$2,528.51	\$ 714.80	\$ 83,247.40
February	\$3,243.31	\$2,549.58	\$ 693.73	\$ 80,697.82
March	\$3,243.31	\$2,570.83	\$ 672.48	\$ 78,127.00
April	\$3,243.31	\$2,592.25	\$ 651.06	\$ 75,534.75
May	\$3,243.31	\$2,613.85	\$ 629.46	\$ 72,920.89
June	\$3,243.31	\$2,635.63	\$ 607.67	\$ 70,285.26
July	\$3,243.31	\$2,657.60	\$ 585.71	\$ 67,627.66
August	\$3,243.31	\$2,679.74	\$ 563.56	\$ 64,947.92
September	\$3,243.31	\$2,702.08	\$ 541.23	\$ 62,245.84
October	\$3,243.31	\$2,724.59	\$ 518.72	\$ 59,521.25
November	\$3,243.31	\$2,747.30	\$ 496.01	\$ 56,773.95
December	\$3,243.31	\$2,770.19	\$ 473.12	\$ 54,003.76
January	\$3,243.31	\$2,793.28	\$ 450.03	\$ 51,210.49
February	\$3,243.31	\$2,816.55	\$ 426.75	\$ 48,393.93
March	\$3,243.31	\$2,840.03	\$ 403.28	\$ 45,553.91
April	\$3,243.31	\$2,863.69	\$ 379.62	\$ 42,690.21
May	\$3,243.31	\$2,887.56	\$ 355.75	\$ 39,802.66
June	\$3,243.31	\$2,911.62	\$ 331.69	\$ 36,891.04
July	\$3,243.31	\$2,935.88	\$ 307.43	\$ 33,955.16
August	\$3,243.31	\$2,960.35	\$ 282.96	\$ 30,994.81
September	\$3,243.31	\$2,985.02	\$ 258.29	\$ 28,009.79
October	\$3,243.31	\$3,009.89	\$ 233.41	\$ 24,999.90
November	\$3,243.31	\$3,034.98	\$ 208.33	\$ 21,964.92
December	\$3,243.31	\$3,060.27	\$ 183.04	\$ 18,904.66
January	\$3,243.31	\$3,085.77	\$ 157.54	\$ 15,818.89
February	\$3,243.31	\$3,111.48	\$ 131.82	\$ 12,707.40
March	\$3,243.31	\$3,137.41	\$ 105.90	\$ 9,569.99
April	\$3,243.31	\$3,163.56	\$ 79.75	\$ 6,406.43
May	\$3,243.31	\$3,189.92	\$ 53.39	\$ 3,216.51
June	\$3,243.31	\$3,216.51	\$ 26.79	\$ (0.00)

Exhibit "E"

Monthly Rental

Secondary School

Description	Square footage	Rate	Total
Original space	10,490	\$ 5.50	\$ 4,807.92
Expansion space #1	360	\$ 9.17	\$ 375.00
Expansion space #2	2,500	\$ 7.11	\$ 1,540.50
TOTALS	13,450	\$ 5.91	\$ 6,623.42

See Note #1

NOTE #1

Expansion space #2 blended rate calculation

Period	Square footage	Rate	Annual Total	Percentage of year occupied	Pro-rated Annual cost	Blended rate for period
8/30/99 - 11/30/00	2,500	\$ 8.00	\$ 20,400.00	34.52%	\$ 3,590.14	
3/00 - 6/30/00	2,500	\$ 8.00	\$ 20,800.00	49.18%	\$ 10,229.51	
7/00 - 6/30/01	2,500	\$ 8.00	\$ 20,800.00	100.00%	\$ 20,800.00	
7/01 - 6/30/02	2,500	\$ 8.00	\$ 20,800.00	100.00%	\$ 20,800.00	
			\$ 72,800.00		\$ 55,419.65	

Blended rate = \$55,419.65 / (total cost during period) : divided by 2,500 square feet / divided by 3 (years in term) = \$ 7.41

Rental Period	Square Footage	Base Rent rate per year	Total rent before parking lot amortization	Amortization	Total	Annual rate per square foot
July 1, 1999 - June 30, 2000	13,450	\$ 5.91	\$ 79,481.04	\$33,848.22	\$ 113,329.26	\$ 8.43
July 1, 1999 - June 30, 2001	13,450	\$ 6.12	\$ 82,262.88	\$38,521.55	\$ 120,784.43	\$ 9.08
July 1, 1999 - June 30, 2002	13,450	\$ 6.33	\$ 85,142.08	\$38,521.55	\$ 123,663.63	\$ 9.19
TOTALS	40,350	\$ 6.12	\$ 246,885.99	\$110,891.33	\$ 357,777.32	\$ 8.87

* blended rate for 36 months

New monthly rent beginning December 1, 1999	9,938.26
Previous monthly rent	(6,623.42)
Rent shortage per month from 7/99 - 11/99	3,314.84
5 months of back rent due	<u>16,574.19</u>

Elementary School:

Description	Square footage	Rate	Total
Original space	15,200	\$ 5.99	\$ 7,587.84
Parking lot (included below)			
Gymnasium/Racketball	4,500	\$ 5.24	\$ 1,963.91
TOTALS	19,700	\$ 5.82	\$ 9,551.75

Rental Period	Square Footage	Base Rent rate per year	Total rent before parking lot amortization	East Pierce Parking lot	West Pierce Parking lot	Amortization	Total	Annual rate per square foot
July 1, 1999 - June 30, 2000	19,700	\$ 5.82	\$ 114,654.00	\$ 3,000.00	\$ 1,200.00	\$34,178.07	\$ 153,052.07	\$ 7.77
July 1, 2000 - June 30, 2001	19,700	\$ 6.02	\$ 118,666.89	\$ 3,105.00	\$ 1,242.00	\$38,919.70	\$ 161,933.59	\$ 8.22
July 1, 2001 - June 30, 2002	19,700	\$ 6.23	\$ 122,820.23	\$ 3,213.68	\$ 1,285.47	\$38,919.70	\$ 166,239.07	\$ 8.44
TOTALS	59,100	\$ 6.03	\$ 356,141.12	\$ 9,318.68	\$ 3,727.47	\$112,037.46	\$ 481,224.73	\$ 8.14

* blended rate for 36 months

New monthly rent beginning December 1, 1999	13,363.17
Previous monthly rent	(9,551.75)
Rent shortage per month from 7/99 - 11/99	3,811.42
5 months of back rent due	<u>19,057.08</u>

BUILDING USE CATEGORIES

A. PARENT/STAFF-LED STUDENT ACTIVITY

- ☐ Approval subject to availability and suitability. Obtain approval through any of the following: School Administrator, Program Coordinating Team, Elementary Chair, Secondary Chair, Extracurricular Committee, or a sponsoring PACT Teacher.
- ☐ Schedule facility use through PACT Pierce Street Receptionist. Ascertain that the activity is placed on the appropriate facility calendar. Note: Until actually placed on the calendar, the activity has absolutely no priority.
- ☐ Activities limited to PACT students or primarily for their educational benefit will be assessed no usage fee, but are subject to the Building Use Guidelines. Users are free to make a donation to the PE Equipment Fund to support this extra use of the facility.
- ☐ A fully executed Building Use Agreement Form must be on file before use.
- ☐ If a key is necessary for access, make arrangements through the Pierce Street Receptionist. A \$5.00 deposit is required for use of a key.
- ☐ For any religious or spiritual group use, see Category "C".

B. PARENT/STAFF-LED, NON-STUDENT-RELATED ACTIVITY

- ☐ Approval subject to availability, suitability, and the willingness of the Administrator or elementary Chair or Secondary Chair or Extracurricular Committee, or a PACT Teacher to be responsible for the event.
- ☐ Category "A" events generally have a higher priority than Category "B" events.
- ☐ Facility use must be scheduled as in Category "A" events. Keys and access as necessary are arranged through the Pierce Street Receptionist.
- ☐ Building Use Guidelines apply. A Building Use Agreement Form must be fully executed prior to use.

C. OTHER NON-STUDENT-RELATED ACTIVITY

- ☐ Arrangements made only through Building Owner.
- ☐ A fee and deposit will ordinarily apply. See Fee Schedule.
- ☐ Building Use Guidelines, Keys and other details apply as per Category "B".
- ☐ This category includes all religious and/or spiritual facility use.

BUILDING USE AGREEMENT FORM

Individual/Group/Organization Name: _____

Number of persons expected: _____ Event: _____

Event Date: _____ Event Time: _____

Name of Responsible Party: _____

Phone Number(s): _____

Facilities Requested:

- Gymnasium
- Racquetball Court
- Lower Commons
- Upper Commons
- Nursery
- Playground
- Lunchroom

Special Equipment:

Balls: _____
(Please specify type and amount needed.)

Other: _____

Special Instructions or Requests:

Acknowledgment: I/We agree to the Building Use Guidelines established by PACT Charter School. I/We assume all risks and dangers inherent in the use of these facilities, accepting them in "as is" condition. I/We agree to use my/our best judgment in the use of these facilities and to follow generally accepted safety principles. I/We waive and release PACT Charter School and/or the building owner from any claim for personal injury, property damage, or death that may arise from my/our use of these facilities. In the event that any award is made related to my/our use of the facility, I/We hereby indemnify PACT Charter School and/or the building owner for the amount of such award.

Signature: _____

Date: _____

Authorized Approval: _____

Date: _____

Equipment Use Approval: _____

Date: _____

Rental Fee: \$ _____

Date Paid: _____

Deposit Fee: \$ _____

Date Paid: _____

BUILDING USE GUIDELINES

1. The use of the facilities is limited to that listed on the Building Use Agreement Form, which must be completed in full.
2. The user accepts responsibility for reporting and reimbursement of any and all damages.
3. Group leaders must become aware of exits, telephone and fire extinguishers prior to the scheduled activity. Any emergency should be reported to the school at 421-4510 or to the person granting approval.
4. Alcoholic beverages, chemical substances, weapons and smoking are not allowed in the building or on the grounds. Rowdiness, profanity or abusive language are prohibited.
5. Users are responsible for cleanup after use unless an agreement is made to the contrary. The facility is to be returned to its original setup and condition.
6. Clean athletic footwear is to be worn at all times in the gym.
7. PACT equipment, including balls, are not to be used unless special arrangements have been made. (See Agreement Form)
8. The responsible party on the Building Use Agreement must be present during use and is responsible for closing of the building.
9. Any brochures advertising the use of the building should:
 - a. position the sponsor's name on the front cover
 - b. use larger font for the sponsor than for the location at PACT
 - c. include in legible type "This activity is not sponsored by PACT Charter School, a nonsectarian non-public school."

EXHIBIT B

STATE OF MINNESOTA
HOUSE OF REPRESENTATIVES

TWENTY-THIRD MEETING
EIGHTY-FIRST SESSION

K-12 EDUCATION FINANCE COMMITTEE

MINUTES

Representative Alice Seagren, Chair of the K-12 Education Finance Committee, called the twenty-third meeting to order at 10:05 am, on Friday, March 12, 1999, in Room 200 of the State Office Building.

The Clerk noted the roll.

Members present

SEAGREN, Alice, Chair
NESS, Bob, Vice Chair
ABELER, Jim
BIERNAT, Len
BLUESGENS, Mark
DEMPSEY, Jerry
ENTENZA, Matt
ERICKSON, Sondra
GREILING, Mindy

JOHNSON, Alice
KIELKUCKI, Tony
MARES, Harry
NORNES, Bud
SCHUMACHER, Leslie
TOMASSONI, David
WOLF, Ken

Members excused: TUNHEIM, Jim

A quorum was present.

Representative Ness chaired the K-12 Education Finance Committee because of Chair Seagren's late arrival due to mandatory attendance at another committee.

Representative Ness moved H. F. 241.

Representative Dawkins presented H. F. 241.

H. F. 241 was laid over for possible future consideration as part of the K-12 Omnibus bill.

Representative Biernat moved and presented H. F. 784.

Testifying for H. F. 784:

Mickey Johnson, Minneapolis Public Schools
Jim Grathwol, Minneapolis Public Schools
Brad Lundell, Minnesota Association for Pupil Transportation

H. F. 784 was laid over for possible future consideration as part of the K-12 Omnibus bill.

Representative Biernat informally presented H. F. 749.

Representative Abeler moved and presented H. F. 1343.

Testifying for H. F. 1343:

Steve Dess, Executive Director, Minnesota Association of Charter Schools

H. F. 1343 was laid over for possible future consideration as part of the K-12 Omnibus bill.

Representative Johnson, a co-author, moved and presented H. F. 359.

Testifying for H. F. 359:

Bob DeBoar, New Visions School

H. F. 859 was laid over for possible future consideration as part of the K-12 Omnibus bill

Testifying for all the Charter School bills presented today:

Becky Montgomery, Minnesota School Board Association

Mary Gilbert, St. Paul Public Schools

Joanne Benson, President and CEO of a developing Charter School in St. Paul for 1st & 12th grades, tentatively called "Business Immersion School"

Amy Ridgley, student from Odessey Seed Charter School

Jenny Robinson, student from Odessey Seed Charter School

Mohammed Dalji, student from Odessey Seed Charter School

Marsha Averbok, Education Minnesota

Representative Erickson moved H. F. 871

Representative Sykora presented H. F. 871

Testifying for H. F. 871:

Mitchell Pearlstein, Center of the American Experiment

Jon Schroeder, Charter Friends National Network

H. F. 871 was laid over for possible future consideration as part of the K-12 Omnibus bill

Representative Seagren moved and presented H. F. 820

Representative Ness moved to amend H. F. 820, see attached amendment H820-A3. **The Motion Prevailed.** The amendment was adopted and incorporated into H. F. 820

Representative moved to amend H. F. 820, see attached H. F. 820, page 5, Section S, line 17. **The Motion Prevailed.** The amendment was adopted and incorporated into H. F. 820.

Testifying for H. F. 820:

Steve Dess, Executive Director, Minnesota Association of Charter Schools

Page Andrews, Sojourner Truth Academy

Barbara Buelter, Metro Deaf School

David Boneham, Administrator, Bluffview Montessori Charter School

Jackie Saunders, Wyoming Charter School

John Holtslander, LaCrescent Montessori Academy

Nancy Smith, Center for School Change

Darlene Leiding, American Indian Charter School

Gertrude Buckanaga, Upper Midwest Indian Center

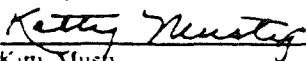
Vickie Nelson, Grand Rapids K-5 Charter School

H. F. 820 was laid over for possible future consideration as part of the K-12 Omnibus bill

The meeting was adjourned at 12:44 pm



REP. ALICE SEAGREN, CHAIR



Kitty Musty
Committee Legislative Assistant

IDE: A
AGE: 1

CHAIR: Alice Seegren

DATE: 3-12-97

EVOLUTIONS:

0132
0200
541
569
627
708
7905
1019
1052
1139
1349
1460
1409
1679
1720
1737
1811
1873
1884
19727
1998
2018
2088
2100
2175
2424

CHETAPE.LOG

LOG:

gavel to order
Ch Ness (sub for Ch Seegren)
Rep Dawkins
Ch Ness movie HF 241
Rep Dawkins
Rep Entenza Q.
Rep Dawkins A
Alice Johnson
Chair - comment
Rep Biernet - HF ~~784~~ 784
Micky Johnson - Dept. of Transportation
Rep Ness - question re. roll-in
Brad Luddell testifies in favor
Rep Dempsey
Mr Johnson
Rep Dempsey
Rep Biernet
Rep Tomassoni
Rep Biernet
Rep Tomassoni
Rep Erickson re: levy for school bus
Rep Biernet moves HF 784
Rep Biernet present HF 749
Rep Biernet moves HF 749
Rep Johnson ~~DEL 843~~
Rep Abeler moves HF 1343
presents bill
Steve Dess testifies

CHAIR: Alice Seagren

DATE: 3/12/98

A

2

EVOLUTIONS:

2473

2553

2714

2850

2885

2957

● 3140

3252

3345

3440

3410

3499

3476

3430

3410

● 3345

3290

3292

3263

3235

3166

3140

3118

● 3060

2864

2858

LOG:

Rep Erickson question re:

Rep Dempsey

Rep Buesgens

Rep Erickson, Sandra

Rep/Chair Ness

Rep Johnson: New Visions Charter Sci

(Chair Seagren's Bill, move HF859

Mr Bohr Minnesota hearing Resource Center

Chair Ness

Mr. Bohr

Becky Montgomery VP MN school Bd

← Side B → 11:03 AM

Rep Ness

Montgomery, B

Rep Ness

Montgomery, B

Rep Entenza

Chair Ness

Rep Mares

Rep Entenza

Montgomery, B

Ms Gilbert

Rep Ness

Ms Gilbert

Rep Ness

Ms Gilbert

Rep Ness

Rep Kiel Kirkki

CHAIR: Alice Seagren

DATE: 3/12/98

EVOLUTIONS:

B
 3
 2769
 2734
 2687
 2206
 2074
 1853
 1838
 1209
 1131
 0999
 0830
 0601
 0430
 0381
 0289
 → 0124
 0328
 0771
 0878

LOG:

Rep Ness
 Ms. Gilbert
 Lt. Gov/Senator/Benson
 10/11 Grades: 400 students
 Old Science Museum Bldg
 (Benson) Business Immersion School
 Amy Ridgely, Charter School Student
 Rep Ness
 K-9 (150) - students - Odyssey
 Jenny Robinson
 Mohammed Ahji
 Margha Abernethy - Education MW
 Rep Ness - Extension of Meeting to 1:00 PM
 Rep Schumacher
 Steve Ness
 Rep Skyrora
 Rep Johnson
 Chair Seagren - Approval of March 10, 1998
 Rep Skyrora
 Mitchell B. Pearlstein (NW Policy Blueprint)
 TAPE 2
 John Schroeder
 HF381 - Creation of Charter School
 Board District - More Choice for
 School Districts, Teachers, etc)
 More Local Control, Parental
 Mr. Pearlstein
 Rep Eubank

12:10 pm
Tape 2
4

CHAIR: Alice Seagren

DATE: March 12, 1999

EVOLUTIONS:

1358

1351

11

137

105

909

2005

2003

2105

~~224~~

2252

2246

2457

250

2740

2893

2805

2904

2907

2942

2943

3015

3055

3058

LOG:

Rep. Seagren (H-520)

Rep. Seagren

Rep. Seagren - Charter School Bill

Rep. Seagren - Amendment (long/parade)

Rep. Seagren

Page reviews - Seagren + Academy

Steve Day

David Jones - 1991 NW Charter School

Ch. Niss

Julie Saunders

John & Cats Landis

Steve Day

Nancy Smith

Dianne Harding

Hertie Buskarnades

Vicky Nelson

Ch. Niss

Vicky Nelson

Ch. Niss

Nancy Smith

Rep. Seagren

D. Cass

Ch. Niss

Adj. March 12.44

Amendment #1
New moves to amend
Nation prevailed
Amendment drafted &
incorporated into HF 820

1 ^{Ness} moves to amend H. F. No. 820 as follows:
2 Page 5, line 20, before "During" insert "(a)"
3 Page 5, line 23, before "Start-up" insert "In the first
4 year of operation,"
5 Page 5, line 25, after "(2)" insert "the lesser of (i)
6 \$250,000, or (ii) the amount actually spent on start-up expenses.
7 In the second year of operation, start-up cost aid equals"
8 Page 5, line 27, before "The" insert "(b) Upon approval of
9 a charter school, the department of children, families and
10 learning must pay the charter school the greater of: (i)
11 \$50,000; or (ii) 50 percent of the amount estimated under
12 paragraph (a) and the remainder of the first year's start-up aid
13 must be paid to the charter school within 45 days after the
14 charter school begins serving students. In the second year of
15 operation,"

This document can be made available in alternative formats upon request.

State of Minnesota
HOUSE OF REPRESENTATIVES

EIGHTY FIRST
SESSION

HOUSE FILE No. 820

February 18, 1999

Authored by Seagren, Greiling, Tomassoni and Pruisen

Read First Time and Referred to the Committee on K-12 EDUCATION FINANCE

1 A bill for an act

2 relating to education; providing for expanded charter
3 school law; providing referendum revenue for charter
4 schools; providing integration revenue for charter
5 schools; increasing the building lease aid;
6 eliminating the real estate taxes paid by charter
7 schools on leased facilities; establishing a payment
8 schedule for charter school start-up cost funding;
9 appropriating money; amending Minnesota Statutes 1998,
10 sections 124D.10, subdivisions 3, 4, 5, 6, 11, and by
11 adding a subdivision; 124D.11, subdivisions 4, 8, and
12 by adding a subdivision; 124D.86, subdivision 3; and
13 272.02, subdivision 8.

14 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

15 Section 1. Minnesota Statutes 1998, section 124D.10,
16 subdivision 3, is amended to read:

17 Subd. 3. [SPONSOR; GRANT.] (a) A school board,
18 intermediate school district school board, education cooperative
19 board, town or city governing entity, private college, community
20 college, state university, technical college, or the University
21 of Minnesota may sponsor one or more charter schools.

22 (b) A sponsor may receive a grant of up to \$2,500 a year
23 for each authorized school it sponsors.

24 Sec. 2. Minnesota Statutes 1998, section 124D.10, is
25 amended by adding a subdivision to read:

26 Subd. 3a. [CHARTER SCHOOL APPEALS BOARD.] The commissioner
27 shall appoint a charter school appeals board of nine members.
28 The board must review and approve or disapprove charter school
29 applications and requests for waivers. The board must provide

1 outreach and technical assistance to sponsors.

2 Sec. 3. Minnesota Statutes 1998, section 124D.10,
3 subdivision 4, is amended to read:

4 Subd. 4. [FORMATION OF SCHOOL.] (a) A sponsor may
5 authorize one or more licensed teachers under section 122A.18,
6 subdivision 1, to operate a charter school subject to approval
7 by the state board. A board must vote on charter school
8 application for sponsorship no later than 60 days after receipt
9 of the application. After 60 days, the applicant may apply to
10 the state board. If a board elects not to sponsor a charter
11 school, the applicant may appeal the board's decision to the
12 state board ~~if two members of the board voted to sponsor the~~
13 ~~school.~~ If the state board authorizes the school, the state
14 board must sponsor the school according to this section. The
15 school must be organized and operated as a cooperative under
16 chapter 308A or nonprofit corporation under chapter 317A.

17 (b) Before the operators may form and operate a school, the
18 sponsor must file an affidavit with the state board stating its
19 intent to authorize a charter school. The affidavit must state
20 the terms and conditions under which the sponsor would authorize
21 a charter school. The state board must approve or disapprove
22 the sponsor's proposed authorization within 60 days of receipt
23 of the affidavit. Failure to obtain state board approval
24 precludes a sponsor from authorizing the charter school that was
25 the subject of the affidavit.

26 (c) The operators authorized to organize and operate a
27 school must hold an election for members of the school's board
28 of directors in a timely manner after the school is operating.
29 Any staff members who are employed at the school, including
30 teachers providing instruction under a contract with a
31 cooperative, and all parents of children enrolled in the school
32 may participate in the election. Licensed teachers employed at
33 the school, including teachers providing instruction under a
34 contract with a cooperative, must be a majority of the members
35 of the board of directors, unless the state board waives the
36 requirement for the school. A provisional board may operat

1 before the election of the school's board of directors. Board
2 of director meetings must comply with section 471.705.

3 (d) The granting or renewal of a charter by a sponsoring
4 entity must not be conditioned upon the bargaining unit status
5 of the employees of the school.

6 Sec. 4. Minnesota Statutes 1998, section 124D.10,
7 subdivision 5, is amended to read:

8 Subd. 5. [CONVERSION OF EXISTING SCHOOLS.] A board may
9 convert one or more of its existing schools to charter schools
10 under this section if 90-percent the majority of the full-time
11 teachers at the school sign a petition seeking conversion. The
12 conversion must occur at the beginning of an academic year.

13 Sec. 5. Minnesota Statutes 1998, section 124D.10,
14 subdivision 6, is amended to read:

15 Subd. 6. [CONTRACT.] The sponsor's authorization for a
16 charter school must be in the form of a written contract signed
17 by the sponsor and the board of directors of the charter
18 school. The contract must be completed within 45 days of the
19 state board approval of the sponsor's proposed authorization.

20 The contract for a charter school must be in writing and contain
21 at least the following:

22 (1) a description of a program that carries out one or more
23 of the purposes in subdivision 1;

24 (2) specific outcomes pupils are to achieve under
25 subdivision 10;

26 (3) admission policies and procedures;

27 (4) management and administration of the school;

28 (5) requirements and procedures for program and financial
29 audits;

30 (6) how the school will comply with subdivisions 8, 13, 16,
31 and 23;

32 (7) assumption of liability by the charter school;

33 (8) types and amounts of insurance coverage to be obtained
34 by the charter school;

35 (9) the term of the contract, which may be up to three
36 years; and

1 (10) if the board of directors or the operators of the
2 charter school provide special instruction and services for
3 children with a disability under sections 125A.03 to 125A.24,
4 and 125A.65, a description of the financial parameters within
5 which the charter school will operate to provide the special
6 instruction and services to children with a disability.

7 Sec. 6. Minnesota Statutes 1998, section 124D.10,
8 subdivision 11, is amended to read:

9 Subd. 11. (EMPLOYMENT AND OTHER OPERATING MATTERS.) A
10 charter school must employ or contract with necessary teachers,
11 as defined by section 122A.15, subdivision 1, who hold valid
12 licenses to perform the particular service for which they are
13 employed in the school. If the majority of the licensed
14 teachers agree, then up to 20 percent of the school's full-time
15 equivalent may be provided by nonlicensed teachers. Any
16 nonlicensed teacher must be supervised by a licensed teacher.
17 The school may employ necessary employees who are not required
18 to hold teaching licenses to perform duties other than teaching
19 and may contract for other services. The school may discharge
20 teachers and nonlicensed employees.

21 The board of directors also shall decide matters related to
22 the operation of the school, including budgeting, curriculum and
23 operating procedures.

24 Sec. 7. Minnesota Statutes 1998, section 124D.11, is
25 amended by adding a subdivision to read:

26 Subd. 1a. (REFERENDUM REVENUE.) If the voters of a
27 district choose to increase the revenue of a district at a
28 referendum, according to section 126C.17, or if the district has
29 an existing referendum, the revenue raised by that referendum
30 must be paid to the charter school attended by each pupil of
31 that district who chooses to attend a charter school. The
32 referendum revenue paid to a charter school for each pupil
33 attending a charter school must be equal to the amount of the
34 referendum revenue raised by a district divided by the total
35 number of public school and charter school pupils residing in
36 the district.

1 Sec. 8. Minnesota Statutes 1998, section 124D.11,
2 subdivision 4, is amended to read:

3 Subd. 4. (BUILDING LEASE AID.) When a charter school finds
4 it economically advantageous to rent or lease a building or land
5 for any instructional purposes and it determines that the total
6 operating capital revenue under section 126C.10, subdivision 13,
7 is insufficient for this purpose, it may apply to the
8 commissioner for building lease aid for this purpose. Criteria
9 for aid approval and revenue uses shall be as defined for the
10 building lease levy in section 126C.40, subdivision 1,
11 paragraphs (a) and (b). The amount of building lease aid per
12 pupil unit served for a charter school for any year shall not
13 exceed the lesser of (a) 80 90 percent of the approved cost or
14 (b) the product of the pupil units served for the current school
15 year times the-sum-of-the-state-average-debt-redemption-fund
16 revenue-plus-capital-revenue, according to section 126C.40, per
17 pupil-unit-served-for-the-current-fiscal-year ~~\$1,200.~~ ^{\$1500} *Sargent model*
amend
in section provided

18 Sec. 9. Minnesota Statutes 1998, section 124D.11,
19 subdivision 8, is amended to read:

20 Subd. 8. (START-UP COSTS.) During the first two years of a
21 charter school's operation, the charter school is eligible for
22 aid to pay for start-up costs and additional operating costs.

23 Start-up cost aid equals the greater of:

- 24 (1) \$50,000 per charter school; or
- 25 (2) \$500 times the charter school's pupil units served for
26 that year.

27 The department of children, families, and learning must
28 provide 90 percent of the funding for start-up costs to each
29 eligible charter school within 45 days after the first day of
30 student attendance.

31 Sec. 10. Minnesota Statutes 1998, section 124D.86,
32 subdivision 3, is amended to read:

33 Subd. 3. (INTEGRATION REVENUE.) (a) For fiscal year 1999
34 2000 and later fiscal years, integration revenue equals the
35 following amounts:

- 36 (1) for independent school district No. 709, Duluth, \$193

1 times the resident pupil units for the school year;
 2 (2) for independent school district No. 625, St. Paul, \$427
 3 times the resident pupil units for the school year;
 4 (3) for special school district No. 1, Minneapolis, \$523
 5 times the resident pupil units for the school year; and
 6 (4) for a district not listed in clause (1), (2), or (3)
 7 that is required to implement a plan according to the
 8 requirements of Minnesota Rules, parts 3535.0200 to 3535.2200,
 9 the lesser of the actual cost of implementing the plan during
 10 the fiscal year or \$93 times the resident pupil units for the
 11 school year.

12 (b) Each charter school shall receive integration revenue
 13 equal to the amount of integration revenue listed in paragraph
 14 (a) in which the charter school is located times the number of
 15 resident pupil units attending charter school.

16 Sec. 11. Minnesota Statutes 1998, section 272.02,
 17 subdivision 8, is amended to read:

18 Subd. 8. [PROPERTY LEASED TO SCHOOL DISTRICTS AND CHARTER
 19 SCHOOLS.] Property that is leased or rented to a school district
 20 or a charter school is exempt from taxation if it meets the
 21 following requirements:

- 22 (1) the lease must be for a period of at least 12
 23 consecutive months;
- 24 (2) the terms of the lease must require the school district
 25 or charter school to pay a nominal consideration for use of the
 26 building;
- 27 (3) the school district or charter school must use the
 28 property to provide direct instruction in any grade from
 29 kindergarten through grade 12; special education for handicapped
 30 children; adult basic education as described in section 124D.52;
 31 preschool and early childhood family education; or ~~community~~
 32 education programs, including provision of administrative
 33 services directly related to the educational program at that
 34 site; and
- 35 (4) the lease must provide that the school district or
 36 charter school has the exclusive use of the property during

1 lease period.

2 Sec. 12. (REVISOR'S INSTRUCTION.)

3 In the next and subsequent editions of Minnesota Statutes
4 references to the state board in section 124C.10 shall be
5 changed to the charter school appeals board. The changes made
6 by the revisor shall be effective December 31, 1999.

7 Sec. 13. (APPROPRIATION.)

8 Subdivision 1. (DEPARTMENT OF CHILDREN, FAMILIES, AND
9 LEARNING.) The sums indicated in this section are appropriated
10 from the general fund to the department of children, families,
11 and learning for the fiscal years designated.

12 Subd. 2. (BUILDING LEASE AID.) For charter school building
13 lease aid:

14 \$..... 2000

15 \$..... 2001

16 Subd. 3. (PROPERTY LEASED TO SCHOOL DISTRICTS AND CHARTER
17 SCHOOLS.) For property leased charter school building lease aid:

18 \$..... 2000

19 \$..... 2001

20 Subd. 4. (CHARTER SCHOOL INTEGRATION REVENUE.) For charter
21 school integration revenue:

22 \$..... 2000

23 \$..... 2001

24 Subd. 5. (START-UP FUNDS.) For full funding of charter
25 school start-up costs:

26 \$..... 2000

27 \$..... 2001

28 Subd. 6. (CHARTER SCHOOL SPONSOR GRANTS.) For charter
29 school sponsor grants:

30 \$..... 2000

31 \$..... 2001

32 Sec. 14. (EFFECTIVE DATE.)

33 Section 2 is effective December 31, 1999.

K-12 Education Finance

PLEASE PRINT

DATE OF MEETING

March 12, 19

NAME:	ORGANIZATION REPRESENTING:	TESTIFY: Y/N	HANDOUTS:
Steve Dess Jim B. Rothrock	Minnesota Association of Municipal Public Schools	Y Y	
Mickey Johnson - Rep. Jim Alder Bob Dufrenoy	Mpls Public Schools 49A New Vision School	Y Y Y	Y
Becky Montgomery Mary Gulgant	Mid School Boards Assoc St Paul Public Schools	Y Y	Y
Jacqueline Benson Amy Bridgley	Proc. CEO Business Improvement (Charter) School Odyssey Charter School	Y Y	N Y
Jenni Robinson Marianne DeLu Marcia Auerback	Odyssey Charter School Odyssey Charter School Education Minnesota	Y Y Y	Y Y Y

Rep. Seagren: Mr. chair and members, I would like to move HF 820.

Rep. Ness: And as I understand, Rep. Seagren, you have some amendments to put this in the shape you want it?

Seagren: Yes I do, if those could be passed out please.

Rep. Ness: Are they in the packet?

Seagren: They are author's amendments.

Rep. Ness: I think they were passed out. At least I saw one in the packet.

Seagren: In fact I would like to have both. . . I don't have them with me. I'd like to have them myself.

Rep. Ness: Here they are.

Rep. Ness: For those in the audience, we're putting the bill...it's custom and usage to allow an author to put the bill in the shape that they want it by the amendments. And then we debate the bill based on the way it is revised by the amendments, because the amendments do change, often significantly, parts of the bill. So once the bill is in that shape, then we debate it.

Rep. Ness: I have before me amendment H820A3.

Seagren: Mr. Chair, I'd like to move that amendment, A3.

Rep. Ness: All those in favor of amending HF 820 with amendment H820A3, please vote by saying 'aye'. Opposed same sign. Motion carries. Do you have one other amendment?

Rep Seagren: We have one other amendment, members, and I just want to draw your attention to it. I'm not going to offer it today, except to say that in the Senate, there is some language that is being put on the Senate's bill that would basically do what we're going to do, and as I go through the bill I will talk to you a little bit about this. Instead of moving this language and having Senate language later, we'll just wait for that, but I just wanted to draw your concept there as we go through the bill.

Rep Ness: Rep Seagren, this is amendment H820A1.

Discussion of HF 820 as amended

Rep Seagren: Then on page 5 section 8, we look at building lease aid, and right now, especially in the metropolitan areas, it's so difficult to find lease space. The experience of the Charter schools in the urban areas is such that the figure that is set right now, which I think is a statewide average is \$500 really needs to be increased about three times. so you see in the . . . Oh, I'm sorry, I need to make an oral amendment. I've changed the \$1200 to \$1500, I'd like to make an oral amendment there and change the . . .

Rep. Ness: Rep. Seagren moves on page 5 line 17 change \$1200 to \$1500. Those in favor of that amendment signify by saying 'aye'. Opposed same sign. Motion carries.

H. F. No. 2333. A bill for an act relating to education, prekindergarten through grade 12, providing for general education, special programs, lifework development, facilities and technology; education excellence; other programs; nutrition programs, libraries, education policy; and state agencies; appropriating money; amending Minnesota Statutes 1998, sections 13.46, subdivision 2; 43A.18, subdivision 4a; 119A.01, subdivisions 1 and 2; 120A.22, subdivision 5; 120A.24, subdivision 1; 120A.41; 121A.15, subdivision 1; 121A.23; 121A.45, subdivision 2; 122A.07, subdivision 1; 122A.18, by adding a subdivision; 122A.28; 122A.60, subdivision 3; 122A.61, subdivisions 1 and 2; 123A.05, subdivision 2; 123A.48, subdivision 10; 123B.195; 123B.36, subdivision 1; 123B.49, subdivision 4; 123B.53, subdivisions 4, 5, and 6; 123B.54; 123B.57, subdivision 4; 123B.61; 123B.75, by adding a subdivision; 123B.79, by adding a subdivision; 123B.92, subdivision 9; 123B.93; 124C.55, by adding a subdivision; 124D.10, subdivisions 3, 4, 5, 6, 10, 11, and by adding a subdivision; 124D.11, subdivisions 4, 6, 7, 8, and by adding a subdivision; 124D.453, subdivision 3; 124D.454; 124D.68, subdivision 9; 124D.69, subdivision 1; 124D.87; 124D.88, subdivision 3; 124D.94, subdivisions 3, 6, and 7; 125A.09, subdivision 4; 125A.50, subdivisions 2 and 5; 125A.75, subdivision 8; 125A.76, subdivisions 1, 4, and 5; 125A.79, subdivisions 1, 2, and by adding subdivisions; 125B.05, subdivision 3; 125B.20; 126C.05, subdivisions 1, 3, 15, and by adding a subdivision; 126C.10, subdivisions 1, 2, 3, 4, 10, 14, 19, 21, and by adding subdivisions; 126C.12; 126C.13, subdivisions 1 and 2; 126C.15; 126C.17, subdivisions 2, 5, and 6; 126C.40, subdivision 4; 126C.42, subdivisions 1 and 2; 126C.46; 126C.63, subdivisions 5 and 8; 126C.69, subdivisions 2 and 9; 127A.44, subdivision 2; 127A.45, subdivisions 2, 3, 4, 13, and by adding a subdivision; 127A.47, subdivisions 2 and 7; 127A.49, subdivisions 2 and 3; 128C.01, subdivisions 4 and 5; 128C.02, by adding a subdivision; 128C.12, subdivision 1; 128C.20, and 626.556, by adding a subdivision; Laws 1993, chapter 224, article 3, section 32, as amended; Laws 1995, First Special Session chapter 3, article 12, section 7, as amended; Laws 1996, chapter 412, article 1, section 35; Laws 1997, First Special Session chapter 4, article 1, section 61, subdivisions 1, 2, 3, as amended, and 4; article 2, section 51, subdivision 29, as amended; article 3, section 4, article 9, section 13, and Laws 1998, chapter 397, article 12, section 8; chapter 398, article 6, sections 38 and 39; proposing coding for new law in Minnesota Statutes, chapters 120B, 121A, 124D; 125A, 125B, 128C; and 134; repealing Minnesota Statutes 1998, sections 120B.05; 122A.31, subdivision 4; 123B.05; 123B.64, subdivisions 1, 2, 3, and 4; 123B.92, subdivisions 2, 4, 6, 7, 8, and 10; 124D.112; 124D.113; 124D.116; 124D.24; 124D.25; 124D.26; 124D.27; 124D.28; 124D.29; 124D.30; 124D.32; 124D.453; 124D.65, subdivision 3; 124D.67; 124D.70; 124D.90; 125A.76, subdivision 6; 125A.77; 125A.79, subdivision 3; 126C.05, subdivision 4; 126C.06; 127A.45, subdivision 5; 134.155; 135A.081; Laws 1995, First Special Session chapter 3, article 3, section 11; Laws 1997, First Special Session chapter 4, article 1, section 62, subdivision 5; article 2, section 51, subdivision 10; article 3, section 5; and article 8, section 5, and Laws 1998, chapter 398, article 2, section 5"

The bill was read for the third time, as amended, and placed upon its final passage.

The question was taken on the passage of the bill and the roll was called. There were 90 yeas and 40 nays as follows:

Those who voted in the affirmative were

Abeler	Dempsey	Hasskamp	Lieder	Paulsen	Swenson
Abrams	Dorman	Holberg	Lindner	Pelowski	Sykora
Anderson, B	Dorn	Holsten	Luther	Peterson	Tingelstad
Biernat	Erhardt	Howes	Mares	Rest	Tuma
Bishop	Ericksen	Jennings	Marko	Rhodes	Tunheim
Boudreau	Finseth	Juhnke	McElroy	Rosenberg	Van Dellen
Bradley	Fuller	Kielkucki	McGuire	Rostberg	Vandeveer
Broecker	Gerlach	Knoblach	Molnau	Schumacher	Wenzel
Buesgens	Goodno	Koskunen	Mulder	Seagren	Westenberg
Carlson	Greiling	Krunkue	Ness	Seifert, J	Westfall
Cassell	Gunther	Kubly	Nornes	Seifert, M	Westrom
Chaudhary	Haake	Kuisle	Olson	Skoe	Wilkin
Clark, J	Haas	Larsen, P.	Oskopp	Smith	Wolf
Daggen	Hackbarth	Leighton	Ostrema	Stang	Workman
Dehler	Harder	Leppik	Ozment	Storm	Spk. Singum

Those who voted in the negative were

Anderson, J.	Gleason	Johnson	Mariani	Ostberg	Tomassoni
Baba	Gray	Kane	McConium	Palmar	Timore
Carruthers	Greenfield	Kais	Milbert	Pugh	Wagenius
Clark, K.	Hausman	Kelliner	Mullery	Reuter	Wejeman
Dawkins	Hilty	Larson, D.	Murphy	Rukavina	Winter
Entenza	Huntley	Lenzowski	Opatz	Skoglund	
Folliard	Jaros	Mahoney	Orfield	Solberg	

The bill was passed, as amended, and its title agreed to.

CALL OF THE HOUSE LIFTED

Abrams moved that the call of the House be suspended. The motion prevailed and it was so ordered.

FISCAL CALENDAR ANNOUNCEMENT

Pursuant to rule 1.22, Bishop announced his intention to place H. F. No. 2388 on the Fiscal Calendar for Tuesday, April 27, 1999.

MESSAGES FROM THE SENATE, Continued

The following message was received from the Senate:

Mr. Speaker:

I hereby announce the passage by the Senate of the following Senate Files, herewith transmitted:

S. F. Nos. 1002, 1329, 23, 1615, 145 and 1219

PATRICK E. FLAHAVEN, Secretary of the Senate

FIRST READING OF SENATE BILLS

S. F. No. 1002. A bill for an act relating to crime prevention; specifying that a conviction for neglect or endangerment of a child is not a bar for a conviction of another offense committed as part of the same conduct and authorizing consecutive sentences in these situations; imposing criminal penalties for placing a booby trap in locations where controlled substances are manufactured; providing for increased penalties for the theft of anhydrous ammonia; creating the crime of laser assault; imposing criminal penalties; amending Minnesota Statutes 1998, sections 609.035, subdivisions 1, 3, 4, and by adding a subdivision; 609.378, by adding a subdivision; and 609.52, subdivision 3; proposing coding for new law in Minnesota Statutes, chapter 609.

The bill was read for the first time.

Fuller moved that S. F. No. 1002 and H. F. No. 1055, now on the General Register, be referred to the Chief Clerk for comparison. The motion prevailed.

subdivision 2, 127A.45, subdivisions 2, 3, 4, 13, and by adding a subdivision, 127A.47, subdivisions 1, 2, 7, and 9, 127A.49, subdivisions 2 and 3, 127A.51, 127A.60, subdivision 1, 127A.66, subdivision 2, 128C.01, subdivision 4, 128C.02, by adding a subdivision, 128C.20, subdivision 1; 129C.13, by adding a subdivision, 169.01, subdivision 6, 169.03, subdivision 6; 171.3215, subdivisions 2 and 4, 181.101, 209.07, by adding a subdivision; 241.021, subdivision 1; 245A.04, by adding a subdivision; and 626.556, subdivision 10b, and by adding a subdivision; Laws 1992, chapter 499, article 7, section 31, as amended; Laws 1993, chapter 224, article 3, section 32, as amended; Laws 1995 First Special Session chapter 3, article 12, section 7, as amended; Laws 1996, chapter 412, article 1, section 35; Laws 1997 First Special Session chapter 4, article 1, section 61, subdivisions 1, 2, 3, as amended, and 4; article 2, section 51, subdivision 29, as amended; article 3, section 25, subdivision 6; article 5, section 22; article 8, section 4; article 9, sections 6, 7, subdivision 2, and 13; Laws 1998, chapter 398, article 9, section 7; chapter 404, section 5, subdivision 5; and Laws 1999, chapter 123, section 22; proposing coding for new law in Minnesota Statutes, chapters 121A, 123A, 124D, 125A, 127A; repealing Minnesota Statutes 1998, sections 119A.04, subdivision 5, 120B.05, 123A.44, 123A.441, 123A.442, 123A.443, 123A.444, 123A.445, 123A.446, 123B.57, subdivisions 4, 5, and 7; 123B.58; 123B.59, subdivision 7; 123B.63, subdivisions 1 and 2; 123B.64, subdivisions 1, 2, 3, and 4; 123B.66; 123B.67; 123B.68; 123B.69; 123B.89; 123B.92, subdivisions 2, 4, 6, 7, 8, and 10; 124D.081, subdivisions 7 and 8; 124D.112; 124D.113; 124D.116; 124D.453; 124D.65, subdivisions 1, 2, and 3, 124D.67; 124D.70; 125A.76, subdivision 6; 125A.77, 125A.79, subdivision 3; 126C.05, subdivision 4, 126C.06, 127A.42, subdivision 8, 127A.45, subdivision 5; 127A.60, subdivisions 2, 3, and 4, 127A.61, 127A.62, subdivision 2, 127A.64, 127A.66, subdivision 1, and 134.155, Minnesota Rules, parts 3500.3900; 3500.4000; 3500.4100; 3500.4200; and 3500.4300."

We request adoption of this report and repassage of the bill.

House Conferees: ALICE SEAGREN, HARRY MARES, TONY KIELKUCKI, KEN WOLF AND JOHN DORN.

Senate Conferees: LAWRENCE J. POGEMILLER, LINDA SCHEID, SANDRA L. PAPPAS, KENRIC J. SCHEEVEL AND MARTHA R. ROBERTSON.

Seagren moved that the report of the Conference Committee on H. F. No. 2333 be adopted and that the bill be repassed as amended by the Conference Committee.

POINT OF ORDER

Goodno raised a point of order pursuant to section 101, of "Mason's Manual of Legislative Procedure," relating to Debate Being Limited to the Question Before the House. The Speaker ruled the point of order not well taken.

The question recurred on the Seagren motion that the report of the Conference Committee on H. F. No. 2333 be adopted and that the bill be repassed as amended by the Conference Committee. The motion prevailed.

H. F. No. 2333, A bill for an act relating to education; prekindergarten through grade 12; providing for general education; special programs; lifework development; facilities and technology; education excellence; other programs; nutrition programs; libraries; education policy; and state agencies; appropriating money; amending Minnesota Statutes 1998, sections 13.46, subdivision 2; 43A.18, subdivision 4a; 119A.01, subdivisions 1 and 2; 120A.22, subdivision 5; 120A.24, subdivision 1; 120A.41; 121A.15, subdivision 1; 121A.23; 121A.45, subdivision 2; 122A.07, subdivision 1; 122A.18, by adding a subdivision; 122A.28; 122A.60, subdivision 3; 122A.61, subdivisions 1 and 2; 123A.05, subdivision 2; 123A.48, subdivision 10; 123B.195; 123B.36, subdivision 1; 123B.49, subdivision 4; 123B.53, subdivisions 4, 5, and 6; 123B.54; 123B.57, subdivision 4; 123B.61; 123B.75, by adding a subdivision; 123B.79, by adding a subdivision; 123B.92, subdivision 9; 123B.93; 124C.55, by adding a subdivision; 124D.10, subdivisions 3, 4, 5, 6, 10, 11, and by adding a subdivision; 124D.11, subdivisions 4, 6, 7, 8, and by adding a subdivision; 124D.453, subdivision 3; 124D.454; 124D.68, subdivision 9; 124D.69, subdivision 1; 124D.87;

124D.88, subdivision 3; 124D.94, subdivisions 3, 6, and 7; 125A.09, subdivision 4; 125A.50, subdivisions 2 and 5; 125A.75, subdivision 8; 125A.76, subdivisions 1, 4, and 5; 125A.79, subdivisions 1, 2, and by adding subdivisions, 125B.05, subdivision 3; 125B.20; 126C.05, subdivisions 1, 3, 15, and by adding a subdivision; 126C.10, subdivisions 1, 2, 3, 4, 10, 14, 19, 21, and by adding subdivisions; 126C.12; 126C.13, subdivisions 1 and 2; 126C.15; 126C.17, subdivisions 2, 5, and 6; 126C.40, subdivision 4; 126C.42, subdivisions 1 and 2; 126C.46; 126C.63, subdivisions 5 and 8; 126C.69, subdivisions 2 and 9; 127A.44, subdivision 2; 127A.45, subdivisions 2, 3, 4, 13, and by adding a subdivision; 127A.47, subdivisions 2 and 7; 127A.49, subdivisions 2 and 3; 128C.01, subdivisions 4 and 5; 128C.02, by adding a subdivision; 128C.12, subdivision 1; 128C.20, and 626.556, by adding a subdivision; Laws 1993, chapter 224, article 3, section 32, as amended; Laws 1995, First Special Session chapter 3, article 12, section 7, as amended; Laws 1996, chapter 412, article 1, section 35; Laws 1997, First Special Session chapter 4, article 1, section 61, subdivisions 1, 2, 3, as amended, and 4; article 2, section 51, subdivision 29, as amended; article 8, section 4, article 9, section 13, and Laws 1998, chapter 397, article 12, section 8; chapter 398, article 6, sections 38 and 39; proposing coding for new law in Minnesota Statutes, chapters 120B; 121A; 124D; 125A; 125B; 128C; and 134; repealing Minnesota Statutes 1998, sections 120B.05; 122A.31, subdivision 4; 123B.05; 123B.64, subdivisions 1, 2, 3, and 4; 123B.92, subdivisions 2, 4, 6, 7, 8, and 10; 124D.112; 124D.113; 124D.116; 124D.24; 124D.25; 124D.26; 124D.27; 124D.28; 124D.29; 124D.30; 124D.32; 124D.453; 124D.65, subdivision 3; 124D.67; 124D.70; 124D.90; 125A.76, subdivision 6; 125A.77; 125A.79, subdivision 3; 126C.05, subdivision 4; 126C.06; 127A.45, subdivision 5; 134.155; 135A.081; Laws 1995, First Special Session chapter 3, article 3, section 11; Laws 1997, First Special Session chapter 4, article 1, section 62, subdivision 5; article 2, section 51, subdivision 10; article 3, section 5, and article 8, section 5, and Laws 1998, chapter 398, article 2, section 5."

The bill was read for the third time, as amended by Conference, and placed upon its repassage.

The question was taken on the repassage of the bill and the roll was called.

Pursuant to rule 2.05, the Speaker excused Pawlenty from voting on repassage of H. F. No. 2333, as amended by Conference.

Abrams moved that those not voting be excused from voting. The motion prevailed.

There were 129 yeas and 2 nays as follows:

Those who voted in the affirmative were:

Abeler	Dom	Howes	Luther	Pausen	Sykora
Abrams	Entenza	Huntley	Mahoney	Paymar	Tingestad
Anderson, B	Erhardt	Jaros	Mares	Pelowski	Tomassoni
Anderson, L	Erickson	Jennings	Manau	Peterson	Trimble
Bakk	Finseth	Johnson	Marko	Pugh	Tuma
Biernat	Folliard	Juhnke	McCollum	Rest	Tunheim
Bishop	Fuller	Kahn	McElroy	Rhodes	Van Dellen
Boudreau	Gerlach	Kalis	McGuire	Rosenberg	Vandever
Bradley	Gleason	Kelliher	Milbert	Rostberg	Wagenius
Broecker	Goodno	Kielkucki	Molnau	Rukavina	Wejman
Buesgens	Greenfield	Knoblach	Mulder	Schumacher	Wenzel
Carlson	Greiling	Koskinen	Mullery	Seagren	Westerberg
Carruthers	Gunther	Krinkie	Murphy	Seifert, J.	Westfall
Cassell	Haake	Kubly	Ness	Seifert, M.	Westrom
Chaudhary	Haas	Kuisle	Normes	Skoe	Wilkin
Clark, J.	Hackbarth	Larsen, P.	Olson	Skoglund	Winter
Daggett	Harder	Larson, D.	Opatz	Smith	Wolf
Davids	Hasskamp	Leighton	Orfield	Solberg	Workman
Dawkins	Hausman	Lenczewski	Osskopp	Stanek	Spk. Sviggum
Dehler	Hilty	Leppik	Osthoff	Stang	
Dempsey	Holberg	Lieder	Otremba	Storm	
Dorman	Holsten	Lindner	Ozment	Swenson	

EXHIBIT D

92ND DAY]

TUESDAY, MARCH 21, 2000

7793

Hasskamp	Knoblach	Mares	Osskopp	Seagren	Trimble
Hausman	Koskinen	Mananu	Osthoft	Seifert, J.	Tuma
Hilty	Krinkie	Marko	Ozment	Seifert, M.	Van Dellen
Holberg	Kubly	McGuire	Paulsen	Skoe	Vandever
Holsten	Kuisle	Milbert	Pawlenty	Skoglund	Wagenius
Howes	Larsen, P.	Molnau	Paymar	Smith	Wejzman
Huntley	Larson, D.	Mulder	Pelowski	Stanek	Wenzel
Jaros	Leighton	Mullery	Peterson	Stang	Westerberg
Johnson	Lenczewski	Murphy	Pugh	Storm	Westfall
Juhnke	Leppik	Ness	Reuter	Swapinski	Westrom
Kahn	Lieder	Normes	Rhodes	Swenson	Wilkin
Kalis	Lindner	Olson	Rifenberg	Sykora	Wolf
Kelliher	Luther	Opatz	Rostberg	Tingelstad	Spk. Sviggum
Kielkucki	Maboney	Orfield	Schumacner	Tomassoni	

Pawlenty moved that further proceedings of the roll call be suspended and that the Sergeant at Arms be instructed to bring in the absentees. The motion prevailed and it was so ordered.

H. F. No. 3800, A bill for an act relating to education; providing for family and early childhood education; making changes to adult basic education programs; modifying child care licensing and inservice training requirements; transferring energy assistance programs; changing eligibility for individual development accounts; changing requirements for child care assistance; providing for kindergarten through grade 12 general education, special programs, employment and transitions, facilities and technology, educational excellence and other policy, nutrition, fund transfers, libraries, and technical, conforming, and clarifying amendments; providing for higher education; modifying salary and compensation procedures for the chancellor and other personnel of the Minnesota state colleges and universities; requiring board of regents and board of trustees to maintain certain data to be eligible for capital funding; modifying and making technical changes for state designer selection board, student residency, and child care grant provisions; increasing aggregate principal amount of revenue bonds issued by board of trustees; requiring a study and report; modifying state graduation requirements; providing for the North Star Standard alternative to the profile of learning; requiring board of trustees to plan and coordinate programs with certain intermediate school districts and to provide relief to campuses experiencing increased health care costs; transferring certain programs from the higher education services office to the department of children, families, and learning; appropriating money to Minnesota state colleges and universities to fund increased enrollment; appropriating money; amending Minnesota Statutes 1998, sections 15A.081, subdivision 7b, and by adding a subdivision; 16B.33, subdivisions 2 and 3a; 120A.22, subdivision 3; 120A.41; 120B.03, subdivisions 1 and 3; 121A.61, subdivision 3; 122A.18, subdivision 2; 122A.31, subdivision 4; 123A.06, by adding a subdivision; 123A.485, subdivision 4; 123B.02, by adding a subdivision; 123B.51, subdivision 6; 123B.52, by adding a subdivision; 123B.53, by adding subdivisions; 123B.59, subdivision 6, and by adding subdivisions; 123B.71, subdivisions 3 and 10; 123B.75, subdivision 5; 123B.79, subdivision 7; 123B.85, subdivision 1; 123B.86, subdivision 1; 123B.88, subdivision 3; 124D.081, subdivision 6; 124D.111, subdivision 1; 124D.128, subdivision 4; 124D.44; 124D.454, subdivisions 2 and 10; 124D.52, subdivisions 1, 2, 3, and by adding subdivisions; 124D.86, subdivision 6, and by adding subdivisions; 125A.76, subdivision 7; 126C.10, by adding a subdivision; 126C.12, subdivision 2; 126C.40, subdivision 1, and by adding a subdivision; 126C.69, subdivision 3; 127A.05, subdivision 4; 127A.41, subdivisions 8 and 9; 127A.48, subdivision 1; 135A.031, subdivision 2; 136A.125, by adding a subdivision; 136D.281, subdivision 4; 136D.741, subdivision 4; 136D.88, subdivision 4; 136F.40; 136F.98, subdivision 1; 245A.14, subdivision 4, and by adding subdivisions; 471.15; and 475.53, subdivision 4; Minnesota Statutes 1999 Supplement, sections 119B.011, subdivision 20; 120B.02; 120B.30, subdivision 1; 122A.09, subdivision 4; 123B.53, subdivisions 4, 6, and by adding subdivisions; 123B.54; 123B.59, subdivision 6, and by adding subdivisions; 124D.10, subdivisions 3, 4, 6, 8, 10, 11, 14, 15, and 23; 124D.11, subdivisions 1, 4, and 6; 124D.1155, subdivision 2; 124D.128, subdivision 2; 124D.453, subdivision 3; 124D.53, subdivision 3; 124D.84, subdivision 1; 124D.86, subdivisions 1 and 3; 124D.87; 125A.023, subdivisions 3 and 5; 125A.08; 125A.15; 125A.76, subdivision 2; 125A.79, subdivision 8; 125A.80; 125B.21, subdivision 3; 126C.052; 126C.10, subdivisions 1, 2, 14, 23, 24, 25, and 26; 126C.12, subdivision 1; 126C.17, subdivision 9; 126C.40, subdivision 6; 126C.44; 126C.63, subdivision 8; 126C.69, subdivision 9; 127A.45, subdivision 12a;

127A.51; 181A.04, subdivision 6; 260C.143, subdivision 4; and 290.0674, subdivision 1; Laws 1997, First Special Session chapter 4, article 8, section 4, as amended; Laws 1998, First Special Session chapter 1, article 1, sections 10, subdivision 1, as amended; 11, subdivision 2, as amended; Laws 1999, chapter 205, article 1, sections 65; 71, subdivisions 3, 7, and 9; article 2, section 4, subdivisions 2, 3, and 4; article 3, section 5, subdivision 9; article 4, section 12, subdivisions 5, 6, and 7; chapter 241, article 1, sections 66; 68, subdivisions 4 and 5; 69; and 70; article 2, section 60, subdivisions 7, 9, 12, 13, 14, 17, and 19; article 3, sections 3, subdivisions 2 and 4; 5; article 4, sections 27, subdivisions 2, 3, 4, 5, 7, 10, and 11; and 29; article 5, section 18, subdivisions 5 and 6; article 6, section 14, subdivisions 2, 3, 4, and 5; article 8, section 4, subdivision 5; article 9, section 49; article 10, section 6; proposing coding for new law in Minnesota Statutes, chapters 16A; 120B; 121A; 122A; 123B; 124D; 125B; 134; repealing Minnesota Statutes 1998, sections 120B.03, subdivision 2; 120B.04; 123B.59, subdivision 7; 124D.453; 124D.53; 126C.30; 126C.31; 126C.32; 126C.33; 126C.34; 126C.35; 126C.36; 136D.281, subdivision 8; 136D.741, subdivision 8; and 136D.88, subdivision 8; Laws 1998, First Special Session chapter 1, article 1, section 10, subdivision 2, as amended; Laws 1999, chapters 216, article 4, section 12; 241, article 1, section 64; article 9, sections 35 and 36; article 10, section 5; and 245, article 4, section 3; Minnesota Rules, parts 3501.0300; 3501.0310; 3501.0320, subpart 2, items E and F; 3501.0330; 3501.0340; 3501.0350; 3501.0360; 3501.0370; 3501.0380; 3501.0390; 3501.0400; 3501.0410; 3501.0420; 3501.0430, items A to D; 3501.0440; 3501.0441; 3501.0442; 3501.0443; 3501.0444; 3501.0445; 3501.0446; 3501.0447; 3501.0448; 3501.0449; 3501.0450; 3501.0460; 3501.0461; 3501.0462; 3501.0463; 3501.0464; 3501.0465; 3501.0466; 3501.0467; 3501.0468; 3501.0469; 3535.9920; and 4830.9005 to 4830.9030.

The bill was read for the third time, as amended, and placed upon its final passage.

The question was taken on the passage of the bill and the roll was called.

Pawlenty moved that those not voting be excused from voting. The motion prevailed.

There were 78 yeas and 48 nays as follows:

Those who voted in the affirmative were:

-Abeler	Dorman	Hasskamp	Lindner	Peterson	Sykora
Abrams	Dorn	Holberg	Mares	Rhodes	Tingeistad
Anderson, B	Erhardt	Holsten	McElroy	Rifenberg	Tuma
Bishop	Erickson	Howes	Molnau	Rostberg	Van Dellen
Boudreau	Finseth	Kalis	Mulder	Seagren	Vanderveer
Bradley	Fuller	Kielkucki	Ness	Seifert, J.	Wenzel
Broecker	Gerlach	Knoblach	Nornes	Seifert, M.	Westerberg
Buesgens	Goodno	Krinkie	Opatz	Skoe	Westfall
Cassell	Gunther	Kubly	Osskopp	Smith	Westrom
Clark, J.	Haake	Kuisle	Ozment	Stanek	Wilkin
Daggett	Haas	Larsen, P.	Paulsen	Stang	Wolf
Dehler	Hackbarth	Leppix	Pawlenty	Storm	Workman
Dempsey	Harder	Lieder	Pelowski	Swenson	Spk. Sviggum

Those who voted in the negative were:

Anderson, L	Chaudhary	Gray	Huntley	Kelliber	Luther
Bakk	Dawkins	Greenfield	Jaros	Koskinen	Mahoney
Biernat	Entenza	Greiling	Johnson	Larson, D.	Mariani
Carlson	Folliard	Hausman	Juhnke	Leighton	Marko
Carruthers	Gleason	Hilty	Kahn	Lenczewski	McGuire

Milbert
Mullery
Murphy

Olson
Orfield
Osthoff

Paymar
Pugh
Reuter

Rukavina
Schumacner
Skoglund

Solberg
Swapinski
Tomassoni

Trimble
Wagenius
Wejzman

The bill was passed, as amended, and its title agreed to.

CALENDAR FOR THE DAY

Pawlenty moved that the Calendar for the Day be continued. The motion prevailed.

MOTIONS AND RESOLUTIONS

Leppik moved that the name of Paulsen be added as an author on H. F. No. 3098. The motion prevailed.

McGuire moved that the name of Hasskamp be added as an author on H. F. No. 3180. The motion prevailed.

Van Dellen moved that the name of Chaudhary be added as an author on H. F. No. 3384. The motion prevailed.

Haas moved that the names of Paulsen and Holberg be added as authors on H. F. No. 3923. The motion prevailed.

Vandever moved that the name of Paulsen be added as an author on H. F. No. 3989. The motion prevailed.

Abeler moved that the name of Erickson be added as an author on H. F. No. 4109. The motion prevailed.

Hasskamp moved that H. F. No. 3105 be returned to its author. The motion prevailed.

Hasskamp moved that H. F. No. 3957 be returned to its author. The motion prevailed.

Tomassoni; Sviggum; Anderson, I.; Pugh and Solberg introduced:

House Resolution No. 19, A house resolution honoring the Minnesota Twins on the occasion of their 40th season home opener on April 3, 2000.

The resolution was referred to the Committee on Rules and Legislative Administration.

ANNOUNCEMENTS BY THE SPEAKER

The Speaker announced the appointment of the following members of the House to a Conference Committee on H. F. No. 1415:

Finseth, Holsten, Westfall, Bakk and Hausman.

H. F. No. 3800, as amended by Conference, was reported to the House.

H. F. No. 3800, A bill for an act relating to education; providing for family and early childhood education; making changes to adult basic education programs; modifying child care licensing and inservice training requirements; transferring energy assistance programs; changing eligibility for individual development accounts; changing requirements for child care assistance; providing for kindergarten through grade 12 general education, special programs, employment and transitions, facilities and technology, educational excellence and other policy, nutrition, fund transfers, libraries, and technical, conforming, and clarifying amendments; providing for higher education; modifying salary and compensation procedures for the chancellor and other personnel of the Minnesota state colleges and universities; requiring board of regents and board of trustees to maintain certain data to be eligible for capital funding; modifying and making technical changes for state designer selection board, student residency, and child care grant provisions; increasing aggregate principal amount of revenue bonds issued by board of trustees; requiring a study and report; modifying state graduation requirements; providing for the North Star Standard alternative to the profile of learning; requiring board of trustees to plan and coordinate programs with certain intermediate school districts and to provide relief to campuses experiencing increased health care costs; transferring certain programs from the higher education services office to the department of children, families, and learning; appropriating money to Minnesota state colleges and universities to fund increased enrollment; appropriating money; amending Minnesota Statutes 1998, sections 15A.081, subdivision 7b, and by adding a subdivision; 16B.33, subdivisions 2 and 3a; 120A.22, subdivision 3; 120A.41; 120B.03, subdivisions 1 and 3; 121A.61, subdivision 3; 122A.18, subdivision 2; 122A.31, subdivision 4; 123A.06, by adding a subdivision; 123A.485, subdivision 4; 123B.02, by adding a subdivision; 123B.51, subdivision 6; 123B.52, by adding a subdivision; 123B.53, by adding subdivisions; 123B.59, subdivision 6, and by adding subdivisions; 123B.71, subdivisions 3 and 10; 123B.75, subdivision 5; 123B.79, subdivision 7; 123B.85, subdivision 1; 123B.86, subdivision 1; 123B.88, subdivision 3; 124D.081, subdivision 6; 124D.111, subdivision 1; 124D.128, subdivision 4; 124D.44; 124D.454, subdivisions 2 and 10; 124D.52, subdivisions 1, 2, 3, and by adding subdivisions; 124D.86, subdivision 6, and by adding subdivisions; 125A.76, subdivision 7; 126C.10, by adding a subdivision; 126C.12, subdivision 2; 126C.40, subdivision 1, and by adding a subdivision; 126C.69, subdivision 3; 127A.05, subdivision 4; 127A.41, subdivisions 8 and 9; 127A.48, subdivision 1; 135A.031, subdivision 2; 136A.125, by adding a subdivision; 136D.281, subdivision 4; 136D.741, subdivision 4; 136D.88, subdivision 4; 136F.40; 136F.98, subdivision 1; 245A.14, subdivision 4, and by adding subdivisions; 471.15; and 475.53, subdivision 4; Minnesota Statutes 1999 Supplement, sections 119B.011, subdivision 20; 120B.02; 120B.30, subdivision 1; 122A.09, subdivision 4; 123B.53, subdivisions 4, 6, and by adding subdivisions; 123B.54; 123B.59, subdivision 6, and by adding subdivisions; 124D.10, subdivisions 3, 4, 6, 8, 10, 11, 14, 15, and 23; 124D.11, subdivisions 1, 4, and 6; 124D.1155, subdivision 2; 124D.128, subdivision 2; 124D.453, subdivision 3; 124D.53, subdivision 3; 124D.84, subdivision 1; 124D.86, subdivisions 1 and 3; 124D.87; 125A.023, subdivisions 3 and 5; 125A.08; 125A.15; 125A.76, subdivision 2; 125A.79, subdivision 8; 125A.80; 125B.21, subdivision 3; 126C.052; 126C.10, subdivisions 1, 2, 14, 23, 24, 25, and 26; 126C.12, subdivision 1; 126C.17, subdivision 9; 126C.40, subdivision 6; 126C.44; 126C.63, subdivision 8; 126C.69, subdivision 9; 127A.45, subdivision 12a; 127A.51; 181A.04, subdivision 6; 260C.143, subdivision 4; and 290.0674, subdivision 1; Laws 1997, First Special Session chapter 4, article 8, section 4, as amended; Laws 1998, First Special Session chapter 1, article 1, sections 10, subdivision 1, as amended; 11, subdivision 2, as amended; Laws 1999, chapter 205, article 1, sections 65; 71, subdivisions 3, 7, and 9; article 2, section 4, subdivisions 2, 3, and 4; article 3, section 5, subdivision 9; article 4, section 12, subdivisions 5, 6, and 7; chapter 241, article 1, sections 66; 68, subdivisions 4 and 5; 69; and 70; article 2, section 60, subdivisions 7, 9, 12, 13, 14, 17, and 19; article 3, sections 3, subdivisions 2 and 4; 5; article 4, sections 27, subdivisions 2, 3, 4, 5, 7, 10, and 11; and 29; article 5, section 18, subdivisions 5 and 6; article 6, section 14, subdivisions 2, 3, 4, and 5; article 8, section 4, subdivision 5; article 9, section 49; article 10, section 6; proposing coding for new law in Minnesota Statutes, chapters 16A; 120B; 121A; 122A; 123B; 124D; 125B; 134; repealing Minnesota Statutes 1998, sections 120B.03, subdivision 2; 120B.04; 123B.59, subdivision 7; 124D.453; 124D.53; 126C.30; 126C.31; 126C.32; 126C.33; 126C.34; 126C.35; 126C.36; 136D.281, subdivision 8; 136D.741, subdivision 8; and 136D.88, subdivision 8; Laws 1998, First Special Session chapter 1, article 1, section 10, subdivision 2, as amended; Laws 1999, chapters 216, article 4, section 12; 241, article 1, section 64; article 9, sections 35 and 36; article 10, section 5; and 245, article 4, section 3; Minnesota Rules, parts 3501.0300; 3501.0310; 3501.0320, subpart 2, items E and F; 3501.0330; 3501.0340; 3501.0350; 3501.0360; 3501.0370; 3501.0380; 3501.0390; 3501.0400;

3501.0410; 3501.0420; 3501.0430, items A to D; 3501.0440; 3501.0441; 3501.0442; 3501.0443; 3501.0444; 3501.0445; 3501.0446; 3501.0447; 3501.0448; 3501.0449; 3501.0450; 3501.0460; 3501.0461; 3501.0462; 3501.0463; 3501.0464; 3501.0465; 3501.0466; 3501.0467; 3501.0468; 3501.0469; 3535.9920; and 4830.9005 to 4830.9030.

The bill, as amended by Conference, was placed upon its repassage.

The question was taken on the repassage of the bill and the roll was called. There were 123 yeas and 8 nays as follows:

Those who voted in the affirmative were:

Abeler	Entenza	Hundley	Mahoney	Paymar	Swenson
Abrams	Erhardt	Jaros	Mares	Pelowski	Sykora
Anderson, L.	Erickson	Jennings	Mananu	Peterson	Tingelstad
Bakk	Finseth	Johnson	Marko	Pugh	Tomassoni
Biernat	Folliard	Juhnke	McCollum	Rest	Trimble
Bishop	Fuller	Kahn	McElroy	Rhodes	Tuma
Boudreau	Gerlach	Kalis	McGuire	Rifenberg	Tunheim
Broecker	Gleason	Kellher	Milbert	Rostberg	Vandever
Carlson	Goodno	Kielkucki	Molnau	Rukavina	Wagenius
Carruthers	Gray	Knoblach	Mulder	Schumacher	Wejman
Cassell	Greenfield	Koskinen	Mullery	Seagren	Wenzel
Chaudhary	Greiling	Krinkie	Murphy	Seifert, J.	Westerberg
Clark, J.	Gunther	Kubly	Ness	Seifert, M.	Westfall
Clark, K.	Haake	Kuisle	Normes	Skoe	Westrom
Daggett	Haas	Larsen, P.	Opatz	Skoglund	Wilkin
Davids	Hackbarth	Larson, D.	Osskopp	Smith	Winter
Dawkins	Harder	Leighton	Osthoff	Solberg	Workman
Dehler	Hasskamp	Lenczewski	Otremba	Stanek	Spk. Sviggum
Dempsey	Hilty	Leppik	Ozment	Stang	
Dorman	Holsten	Lieder	Paulsen	Storm	
Dorn	Howes	Luther	Pawlenty	Swapinski	

Those who voted in the negative were:

Anderson, B.	Buesgens	Lindner	Reuter
Bradley	Holberg	Olson	Van Dellen

The bill was repassed, as amended by Conference, and its title agreed to.

The following Conference Committee Report was received:

CONFERENCE COMMITTEE REPORT ON H. F. NO. 4078

A bill for an act relating to capital improvements; authorizing spending to acquire and to better public land and buildings and other public improvements of a capital nature with certain conditions and directions; establishing the Red River State Recreation Area and the Mill Towns Trail; establishing a working group on effects of increased activity in the DM&E railroad corridor; providing for certain surcharge forgiveness for a time for Gillette Children's Hospital, with certain conditions; authorizing the sale of state bonds; appropriating money; amending Minnesota Statutes 1998, sections 85.015, by adding a subdivision; 136F.36, subdivisions 1, 3, and by adding a subdivision; 136F.60, by adding a subdivision; and 136F.64, subdivision 1; Minnesota Statutes 1999 Supplement, sections



EXHIBIT E

STATE OF MINNESOTA
STATE ETHICAL PRACTICES BOARD
41 STATE OFFICE BUILDING
ST. PAUL, MINNESOTA 55155
PHONE: (612) 296-5148

Approved by the Ethical Practices Board
April 10, 1981

Issued to:

Representative Douglas W. Carlson
372 State Office Building
St. Paul, MN: 55155

RE: Potential Conflict of Interest - State Legislator

ADVISORY OPINION #78

SUMMARY

#78. When a legislator's official duties require action which would substantially affect his financial interests, he must disclose both the matter requiring action and the nature of his potential conflict of interest.

TEXT

You have requested an advisory opinion from the Ethical Practices Board based upon the following:

FACTS

You are a state representative. You own a commercial building which you lease to Independent School District #576, with permission to the school district to assign all or any portion of the lease to the Minnesota Department of Corrections and to other school districts nearby. On April 26, 1979, you filed with the Board a notice of potential conflict of interest in accordance with Minn. Stat. § 10A.07, concerning this property. The current lease (September 26, 1979 through June 30, 1981) provides for a rental payment to you by the school district and requires you, in turn, to maintain the property. You now ask the following question:

Are you required to file a notice of potential conflict of interest for the 1981-82 Legislative Session relative to this building which you own and lease to Independent School District #576?

OPINION

After reviewing section 10A.07, Subd. 1 (1980), your current lease agreement, and your 1979 potential conflict of interest notice, the Board concludes

AN EQUAL OPPORTUNITY EMPLOYER



that as a member of the Legislature you will be required to take an action or make a decision which could substantially affect your financial interests. Thus, you must file the notice in accordance with Minn. Stat. § 10A.07.

Elizabeth Scott

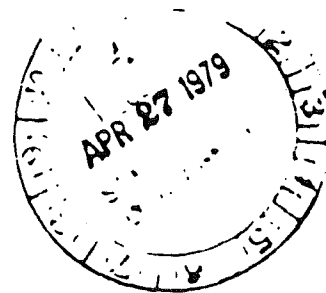
Elizabeth Scott, Chairperson
Minnesota Dental Practices Board

Use type or print in ink.
Use abbreviations.

STATE OF MINNESOTA

ETHICS COMMISSION

Telephone: 612-295-5148
Room 74
State Office Building
Saint Paul, Minnesota 55155



[Handwritten signature]

CONFLICT OF INTEREST NOTICE

Name of Public Official

CARLSON

Douglas

W.

Last

First

Middle

Address

372 State Office Building

St. Paul

Minnesota

55155

Office and/or street number

City

State

Zip

295-4308 (home: 612-245-2946)

Telephone (include area code)

Office Held by Public Official

State Representative, District 14A

Describe the action or decision which presents a potential conflict of interest:

Omnibus School Aids Approp. Bill - Omnibus Health & Welfare Approp. Bill

Any bills dealing with appropriations having a direct or indirect effect on said property.
(funding for programs in building described in #5 this notice)

Describe the nature of the financial interest which presents the potential conflict of interest:

Commercial Building, Sandstone, MN 55072

Leased at ~~517K~~ to Sandstone Vocational School & Minnesota Department of Corrections
No Cost.

Identify who has been notified of your potential conflict of interest in addition to the Ethics Commission:

Rodney H. Searle

Soeaker

Minnesota House of Representatives

Were the individuals identified above, if any, notified of your potential conflict of interest by written notice:

Yes

No

copy of this form furnished to Rodney N. Searle, Speaker

If the individuals identified above did not receive written notice of your potential conflict of interest indicate below why it was not possible to give written notice:

I, DOUGLAS W. CARLSON

CERTIFY THAT THE INFORMATION ON THIS CONFLICT OF INTEREST NOTICE IS COMPLETE, TRUE AND CORRECT.



Signature

4-26-79

Date

THIS AGREEMENT, Made and entered into this second day of April, 1980, by and between Douglas Carlson and Karen Carlson, Husband and Wife parties of the first part, hereinafter known as Lessors, and Independent School District No. 576 of Sandstone, Minnesota, hereinafter known as Lessee,

WITNESSETH, That the Lessors do hereby Revoke, Lease and Let unto the Lessee, the following described premises situate in the County of Pine and State of Minnesota, to-wit:

All that part of the railroad and station grounds in the Northeast Quarter of the Southeast Quarter, Section 9, Township 42, Range 20, described as follows:

Beginning at a point in westerly boundary of said railroad 40 feet northeasterly from intersection of railroad by northeasterly line of West 5th Street extending southeasterly thence northeasterly 300 feet thence southeasterly at right angles 100 feet thence southwesterly 300 feet thence northwesterly 100 feet to the point of beginning.

EXCEPT that portion of the building located on the above premises called the second floor and EXCEPT that portion of the building occupied by Holger Larson for storage and EXCEPT the room in the southeast corner of the said building and EXCEPT the remaining portions of the smokstack located on said real estate.

And provided further, the Lessors and the said Holger Larson may use the present driveway for ingress and egress to said exceptions.

IT IS AGREED That this Lease commenced as of September 25, 1979 and it shall expire on June 30, 1981.

The Lessee agrees to pay Lessors the sum of \$761.46 per month payable on the last day of the month of October, 1979 and on the last day of each month thereafter during said term at Sandstone, Minnesota. (The rental figure is arrived at by the payment by Lessee of 85 cents per square foot for 10,730 square feet of the building on the leased premises, said figure divided by twelve.)

All equipment placed in said premises, including all welding equipment, exhaust systems, welding booths, and all other property placed in the building on the premises by the Lessee, its agents, employees and assigns shall be and remain the property of the Lessee. This includes the plumbing equipment and pipes, electrical equipment and electrical wiring, and heating equipment installed by Lessee in said building. All of said property may be removed by the Lessee, its agents, employees and assigns at the termination of this Lease or any renewal thereof. Provided however, upon making such removal no unnecessary damage shall be done to the building.

Lessee will keep and maintain the said premises during the aforesaid term, and quit and deliver up the said premises to the said Lessors peaceably and quietly at the end of the aforesaid term or at any previous termination thereof for any cause, in as good order and condition and state of repair, reasonable use and wearing thereof and inevitable accidents excepted, as the same now are or may be put into by said Lessors.

Said Lessee will keep said premises continually in a neat, clean and respectable condition, including the

water closets, and will keep the sidewalks in front and along said premises cleared of ice and snow or other obstructions or objectionable thing, if such clearing shall be ordered or required by municipal authority. Also all ashes, garbage and refuse of any kind to be removed at said Lessee's expense. Lessee agrees to pay for all utilities used by Lessee on the above leased premises during the term of this Lease and all renewals thereof.

The Lessors agree to keep the building on said leased premises in a good state of repair including the roof and windows, during the term of this Lease and any renewals or extensions thereof.


As part of the consideration hereof, the Lessors do hereby grant to Lessee the option to renew this Lease for another term upon the same terms, conditions, agreements and covenants as are herein contained. No oral or written intention of the exercise of this option need be given by Lessee to the Lessors but if the Lessee remains in possession of the premises after June 30, 1991, this possession shall be construed to be the exercise of this option.

That in case the building on said leased premises shall be destroyed or be so injured by the elements or any cause, as to be untenable and unfit for occupancy, then the liability of said Lessee for the rent of said premises thereafter, and all right to the possession thereof shall at once cease.

The Lessee may contract with and/or assign all or any portion of this Lease to the State of Minnesota through its Department of Corrections, for continuing the vocational program on the above premises by the Department of Corrections, and may contract with and/or assign all or any portion of this Lease to others such as nearby Independent School Districts.

And it is Mutually Agreed, That all the covenants, terms and conditions of this Lease shall extend, apply to and firmly bind the heirs, executors, administrators, successors and assigns of the respective parties hereto as fully as the respective parties are themselves bound.

IN TESTIMONY WHEREOF, All of the parties have hereunto set their hands the day and year first above written.



Douglas Carlson



Karen Carlson

INDEPENDENT SCHOOL DISTRICT NO. 176

BY: 

Its President

and

BY: 

Its Clerk

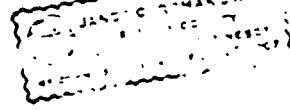
(S E A L)

This Document Drafted By:
Attorney Arnold W. Beneke
710 East 11th Street
Glencoe, Minnesota 55336

LEASE
Page 4

STATE OF MINNESOTA)
) SS.
COUNTY OF PINE)

On this 24th day of March, 1980, before me, a Notary Public within and for said County and State, personally appeared Douglas Carlson and Karen Carlson, husband and wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Janet C. Romanowski
Notary Public, Pine County, MN
My Commission Expires 1/1/81


STATE OF MINNESOTA)
) SS.
COUNTY OF PINE)

On this 27th day of April, 1980, before me, a Notary Public within and for said County and State, personally appeared ~~James Santell~~ Donald Faulmer and Irma Santell to me personally known, who being each by me sworn, did say that they are respectively the President and the Clerk of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its School Board and said President Faulmer, Donald and said Clerk Irma Santell acknowledged said instrument to be the free act and deed of said corporation.

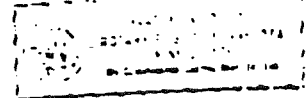
Philip R. Lundoff
Notary Public, Pine County, MN
My Commission Expires 1/1/81


EXHIBIT F

STATE OF MINNESOTA
HOUSE OF REPRESENTATIVES

FORTY-NINTH MEETING
EIGHTY-FIRST SESSION

K-12 EDUCATION FINANCE COMMITTEE

MINUTES

Representative Alice Seagren, Chair of the K-12 Education Finance Committee, called the forty-ninth meeting to order at 10:15 am, on Monday, March 6, 2000, in Room 5 of the State Office Building.

The Clerk noted the roll.

Members present

SEAGREN, Alice, Chair	KIELKUCKI, Tony
NESS, Bob, Vice Chair	MARES, Harry
ABELER, Jim	NORNES, Bud
BUESGENS, Mark	SCHUMACHER, Leslie
DEMPSEY, Jerry	TOMASSONI, David
ENTENZA, Matt	TUNHEIM, Jim
ERICKSON, Sondra	WOLF, Ken
GREILING, Mindy	
JOHNSON, Alice	

Members excused: BIERNAT, Len

A quorum was present.

Representative Abeler moved H. F. 3120

Representative Abeler presented H. F. 3120

Testifying on H. F. 3120

Bob Meeks, Minnesota Schools Boards Association
David Buck, Anoka-Hennepin School District
Steve Dess, Minnesota Association of Charter Schools
Joanne Benson, Minnesota Business Academy, St. Paul

Representative Abeler moved amendment H3120A: **The Motion did not Prevail.**

H. F. 3120 was laid over for possible future consideration.

Representative Buesgens moved H. F. 3162

Representative Buesgens presented H. F. 3162

Testifying on H. F. 3162

Nancy Smith, Center for School Change, Twin Cities Charter School Project
Steve Dess, Minnesota Association for Charter Schools

H. F. 3162 was laid over for possible future consideration.

Representative Seagren moved H. F. 3300

Representative Seagren presents H. F. 3300

Representative Ness moved to amend H. F. 3300, page 9, line 33, delete "6,952,000" and insert "5,981,000", page 9, line 34, delete "10,176,000" and insert "10,807,000", page 10, line 3, delete "1,539,000" and insert "1,955,000", page 10, line 9, delete "2,976,000" and insert "2,926,000".
The Motion Prevailed.

.....

Rep. Abeler: There are two testifiers from charter schools and then we'll be through with testimony and then we can go back to discussion.

Steve Dess, Executive Director of the MN Association of Charter Schools, and I'd like to thank Rep. Abler for inviting us to give a couple quick thoughts on this. I have two....first of all I did want to indicate that most charter schools are located within the district where the referendum passes. If it does, in fact in Anoka-Hennepin they have a charter school there with some 300 students and so the benefit is to that district's students to sponsor that school as well. And, before it even came up, I thought your comment of what do you want to do...have difficulty of passing referendum and I thought about this a couple days ago because where I'm a resident there was a referendum and I wrote a letter to the editor encouraging support, not only from the community whose students went to those schools but from the charter school that was located in that area because what this law does is it allows the state portion to come to the charter school. The local levy coming out of the tax base locally does go to the district and the residents. So I think this is a way to help build partnerships of our various types of public schools and to supporting good education amongst each other and I think the charter school here....hopefully you will accept this amendment because it, of course, for us it means another way to build partnerships.

Rep. Abeler: I do wish to move the amendment. I think we've testified pretty well about it and I'll offer a final comment. I think we should just vote it up or down. Let me tell you why I think

you should support it. Is this the world's best policy? I don't believe so. But I believe that to have no change in this law this year would be even worse. And I believe to put it in the form the author would like it to be now will give the Senate some ability to at least take it up as a reasonable measure that may carry it to some enactment. I think in the form that the bills stands in its introduced way will be a nice way to spend 45 minutes in this committee and won't fall on deaf ears and won't be negotiated away at the first round. I think that's why I support this and I think it also provides at least.....If I can get my district at least 2 3 relief as opposed to no relief. I'll be happy. And that's what encourages me and if I can make lot of these transfers that were not properly done did not occur, then I'll be pleased. Any many of these districts don't involve charters whatsoever. They are just little schools, especially the low property value schools that have the highest to lose that have lost and so I think that if we can do one good thing, it's better to do one good thing than no good things. And I would like to do two good things, but we are not in that position I think given the politics and everything, Madame Chair. Thank you.

Rep. Greiling: Thank you Madame Chair, Rep. Abeler. I know you're a new legislator, but in bargaining with the Senate when you don't even have a Senate author, if you really wanted to pass your bill, you should not be weakening it over here in the House because you're going to then just get even less when you go to the conference committee if this should pass and go into the conference committee. So that's why I am so confused as to what you are trying to do. If you really supported your original bill, now with this amendment you are bargaining against yourself and going into the Senate with a very weakened position, so you have me thoroughly confused as to what your real intent is. Are you trying to do something for your school district

that doesn't want money going out the door or are you trying to do something for charter schools, and it seems like you can't have it both ways but you're trying to do that with this amendment.

Rep. Abeler: Madame Chair, Rep. Greiling, I think that this is a low profile issue and I think it's my desire to put it in the form that the Senate might choose to accept because they'll see the high value of doing a good thing and I think that it will likely, the way that the bills will be set up with all three departments in the same omnibus...it's not like I'll be on that committee...to be allowed to argue for this and so it will have to go on it's own weight and so being since this is a low priority bill on the Senate's end if it could go over as one they could bear, this would give it some chance to come to be real. So that's my strategy. It may or may not be ill advised. I think we'll discuss that on May 1 and see how it worked.

Rep. Nornes: Madame Chair, just one quick question. The runs that you gave us...this is prior to the amendment then. The amendment would change these numbers a little bit?

Rep. Abeler: Madame Chair, Rep. Nornes: That's correct. The department found it very difficult to separate out which charter school students came from which site.

Rep. Tomassoni: Madame Chair. That answer maybe changes my question a little bit but I almost feel like we're playing games here. I feel like you're putting something in front of the committee that you don't really believe in or that if you do, you don't really want it to pass and if it does pass, you'll be happy with it, but you're not really sure that you want it, and I'm trying to figure out what it is that you're actually trying to do, and what it is you actually want. Which one of these.....do you have a charter school in your district....I guess you do?

Rep. Abeler: Yes I do.

Rep. Tomassoni: Which one is yours?

Rep. Abeler: Pack School

Rep. Tomassoni: So if I look at this run here, does the Pack School get \$82,000 with the amendment, or what am I looking at here?

Rep. Abeler: Madame Chair, Rep. Tomassoni: They get that currently.

Rep. Tomassoni: They get that currently. Ok, so then the amendment would add a little bit more to it.

Rep. Abeler: No, Madame Chair, the amendment would hold those amounts as they are and so the whole charter industry would get about a million dollars.

Rep. Tomassoni: The bill would take that amount away without the amendment.

Rep. Abeler: That's correct.

Rep. Tomassoni: Ok, alright. I got it now.

Rep. Entenza: Thank you Madame Chair. Rep. Abeler, I'm proud in St. Paul that we've got not only more charter schools than anybody else, but a lot more charter schools than anybody else by far and some very fine charter schools like the one that former Lt. Governor Benson is putting together. By the same token in St. Paul we may be having a referendum coming this fall. That's a topic that's being negotiated right now amongst our school board and we have over a third of the kids in the state that live in a district that does not have a excess levy referendum so your amendment strikes at two issues near and dear to me...it puts them in conflict and I guess....Madame Chair, what I find sad in this is that we have a surplus of almost \$2 billion and yet encompassed in this amendment is in essence we are asked to make a Faustian choice between whether or not charter schools are going to get a certain amount of money and not a

terribly large amount but a certain amount or whether or not it's going to remain in our public schools. And it strikes me that the solution to that is not to pit these two very good forces, that each have needs for these resources against one another, but we should drawing down some of the surplus that we have using it for this very important purpose of education. I don't know.

Rep. Abeler if you would agree with me that in a time of plenty we should be investing a little more of our resources in K-12, but it seems to me that's the solution. I will very regretfully vote against the amendment because I don't think it's appropriate to be shifting the money one way or another here. I think we have the resources. We should take the opportunity to take them rather than steal them between very good and competing educational institutions.

Rep. Ness: Madame Chair. I think there's a question that needs to be asked. If there is no amendment and if there is no bill, then what happens?

Rep. Abeler: Then, Madame Chair, Mr. Ness, these, these, then this (lung) goes on and the schools that are impacted, you can look at your schools...you probably have, if you represent two districts, probably one benefits, one gets harmed. It's just all over the map and it's based upon....actually, it's the

Rep. Ness: So, this is, with no bill, this stays in force. And if I might just follow up. So the charter schools would continue to get the aid that they're currently receiving now. Is that what you're saying?

Rep. Abeler: That's correct, Madame Chair.

Rep. Ness: So is this a bill that we really want to consider is a questions and I just question Rep. Entenza's numbers. He said that St. Paul schools enroll over a third of all students in the state. That's 900,000 kids. That gives down to 300,000.

Rep. Entenza: Well, I was referring children who are in districts that don't have an excess levy referendum and Mr. Strom, you can correct me, but I believe my numbers are correct for that.

Rep. Ness: We encourage St. Paul to have a referendum. Join the rest of us to help pay for it.

Rep. Entenza: Mr. Chair. We'll see how we do there. Our kids definitely need a referendum.

Our kids need a lot of help. We have \$11 million in cuts that we are facing this next year which is something to think about in a time of surplus.

Chair Seagren: Rep. Abeler, I think if you want your amendment voted on we will do so. Did you move the amendment?

Rep. Abeler: I did. Just one final comment Madame Chair. I think given the various thoughts and I know that I brought this to the committee knowing it was controversial and I was hoping for some guidance and I've didn't mean to bring you all here with me, but here we are together doing good government, I hope. I think the amendment, if I could couch it, if this bill would ever pass through the system we have given the support that charter schools have in the Senate and if it could be accepted as an amendment, it would be in the form that I offer as an amendment. I don't believe it would be offered it will accepted straight up. And so, I think if it becomes now to help you out a vote to offer some relief to your districts if you happen to be one that would be losing now, then this would be a vote for the amendment just to help it to survive. And that's my honest opinion. I'm not meant to trap you....

Rep. Greiling: Thank you Madame Chair. Rep. Abeler mentioned good policy and I strongly oppose this amendment for good policy. My district's all win so I'm not voting parochially on this issue. My district's come out better with your amendment, Rep. Abeler, but I'm opposed to it because I absolutely agree with what Rep. Entenza had. I've been a strong supporter of charter

schools and to me one of the big problems that we've had all along is relationships with charter schools and school districts, and school districts tend to see charter schools as taking away students and taking away money and taking away and taking away and we need to have cut into that mentality where charter schools could be viewed as assets in the community, more choices for the parents and students in that community and I think your amendment adds to the animosity when we have the testifier that we had, for instance, from your school district, Anoka-Hennepin, opposing your amendment, you know because it then it just feeds into this arguments that charter schools are taking away from regular districts. I think to make a change like this, we should be, as Rep. Entenza said, funding, state funding if we want to send more money to charter schools rather than taking away from school districts and increasing the pitting of school districts against charter schools which I think is counterproductive for parents and students.

Rep. Seagren: Alright, we are going to vote on the amendment.

Motion was not adopted.

.....

1 Amel... moves to amend H. F. No. 3120, as follows:
2 Page 1, line 8, delete section :
3 Page 2, after line 14, insert:
4 "(b) General education aid paid to a resident district must
5 be reduced by an amount equal to the referendum equalization aid
6 attributable to any resident pupil attending a charter school.
7 (c) General education aid paid to a charter school must be
8 increased by an amount equal to the referendum equalization aid
9 attributable to the pupil in the pupil's resident district.
10 (d) If the amount of the reduction to be made from the
11 general education aid of the resident district is greater than
12 the amount of general education aid otherwise due the district,
13 the excess reduction must be made from other state aids due the
14 district."
15 Page 2, line 15, delete "(b)" and insert "(e)"
16 Page 2, line 17, delete "(c)" and insert "(f)"
17 Page 2, line 29, delete "(c)" and insert "(f)"
18 Renumbe the sections in sequence
19 Correct internal references
20 Amend the title accordingly

1 excluding transportation costs, if the pupil meets the
2 requirements of section 125A.02 or 125A.51.

3 Sec. 3. (EFFECTIVE DATE.)

4 Sections 1 and 2 are effective July 1, 2000.

State of Minnesota
HOUSE OF REPRESENTATIVES

EIGHTY FIRST
SESSION

HOUSE FILE NO. 3120

February 10, 2000

Authored by Aocier, Ness, Carlson, Johnson and Mares
Read First Time and Referred to the Committee on K-12 EDUCATION FINANCE

3,010- 213 Finance
10/10/00

1 A bill for an act
2 relating to education; providing that referendum
3 equalization aid shall not be paid to a charter school
4 or to a nonresident district; amending Minnesota
5 Statutes 1999 Supplement, sections 124D.11,
6 subdivision 1; and 127A.47, subdivision 7.
7 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
8 Section 1. Minnesota Statutes 1999 Supplement, section
9 124D.11, subdivision 1, is amended to read:
10 Subdivision 1. [GENERAL EDUCATION REVENUE.] General
11 education revenue must be paid to a charter school as though it
12 were a district. The general education revenue for each
13 adjusted marginal cost pupil unit is the state average general
14 education revenue per pupil unit, plus-the-referendum
15 equalization-aid-allowance-in-the-pupil's-district-of-residence,
16 minus an amount equal to the product of the formula allowance
17 according to section 126C.10, subdivision 2, times .0485,
18 calculated without basic skills revenue, transportation sparsity
19 revenue, and the transportation portion of the transition
20 revenue adjustment, plus basic skills revenue as though the
21 school were a school district.
22 Sec. 2. Minnesota Statutes 1999 Supplement, section
23 127A.47, subdivision 7, is amended to read:
24 Subd. 7. [ALTERNATIVE ATTENDANCE PROGRAMS.] (a) The
25 general education aid for districts must be adjusted for each
26 pupil attending a nonresident district under sections 123A.05 to

1 123A.08, 124D.03, 124D.06, 124D.07, 124D.08, and 124D.68. The
2 adjustments must be made according to this subdivision.

3 ~~(a) General education aid paid to a resident district must~~
4 ~~be reduced by an amount equal to the referendum equalization aid~~
5 ~~attributable to the pupil in the resident district.~~

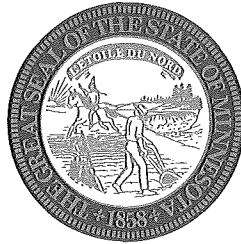
6 ~~(b) General education aid paid to a district serving a~~
7 ~~pupil in programs listed in this subdivision must be increased~~
8 ~~by an amount equal to the referendum equalization aid~~
9 ~~attributable to the pupil in the nonresident district.~~

10 ~~(c) If the amount of the reduction to be made from the~~
11 ~~general education aid of the resident district is greater than~~
12 ~~the amount of general education aid otherwise due the district,~~
13 ~~the excess reduction must be made from other state aids due the~~
14 ~~district.~~

15 ~~(d)~~ (b) The district of residence must pay tuition to a
16 district or an area learning center, operated according to
17 paragraph ~~(e)~~ (c), providing special instruction and services to
18 a pupil with a disability, as defined in section 125A.02, or a
19 pupil, as defined in section 125A.51, who is enrolled in a
20 program listed in this subdivision. The tuition must be equal
21 to (1) the actual cost of providing special instruction and
22 services to the pupil, including a proportionate amount for debt
23 service and for capital expenditure facilities and equipment,
24 and debt service but not including any amount for
25 transportation, minus (2) the amount of general education
26 revenue and special education aid but not including any amount
27 for transportation, attributable to that pupil, that is received
28 by the district providing special instruction and services.

29 ~~(e)~~ (c) An area learning center operated by a service
30 cooperative, intermediate district, education district, or a
31 joint powers cooperative may elect through the action of the
32 constituent boards to charge tuition for pupils rather than to
33 calculate general education aid adjustments under paragraph ~~(a)~~
34 ~~(b)~~ or ~~(c)~~. The tuition must be equal to the greater of the
35 average general education revenue per pupil unit attributable to
36 the pupil, or the actual cost of providing the instruction,

Jim Abeler
State Representative
Assistant Majority Whip
District 49A
Anoka and Coon Rapids



Minnesota House of Representatives

COMMITTEES: K-12 EDUCATION FINANCE; HEALTH & HUMAN SERVICES FINANCE; HEALTH & HUMAN SERVICES POLICY

Madame Chair and Members.

May 10, 2001

The Abeler family has a long history of dedicated teachers and involvement in public, charter, private, and home-education. I have a passion for excellence for all children and for the love of learning. This is what compelled my wife and me to found a public charter school in my hometown in 1994. Otherwise I would not have mortgaged my home to buy a building and then lease the property at below market rental rates in order to enable the school to have enough operating money. I believe I was elected and re-elected because the people in my district know that education has always been so much more than a business venture for me.

This charter school, certainly a new idea, has rewarded my efforts by having a waiting list larger than its enrollment. At the same time political interests threatened by charter schools have responded to my efforts by seeking to punish me by bringing a charge before this ethics committee. State law prohibits public charter schools from purchasing a building with state money. Before there was help with start-up costs, the only way a charter school could have a place to teach its students was if an organization or someone like me stepped up to the plate and helped it to secure affordable space. I am now one of approximately 60 charter school landlords.

To those fellow legislators who did not see my opponent's campaign literature in both of my campaigns and were unaware of the widespread knowledge of this issue in my district, I understand how difficult it is to know about all issues in all districts.

I do not have a conflict of interest. I will not give up my seat on the K12 Education Finance Committee.

The experience I have in so many areas of education is valuable to the people of Minnesota. If I ran on education, I must be able to work on and vote on education. This is the reason people went to the polls and cast their vote.

Minnesota law allows charter schools to only use state funds to lease a building, not buy a building. Charter schools have nowhere else to turn but to the over 60 individuals and organizations who have stepped forward to provide space. We are all governed by the same statutes and regulations and all of our leases are reviewed by the Department of Children, Families, and Learning.

Much local publicity was generated by the PACT Charter School over the last seven years. My ownership of the charter school buildings and related receipts of rents were major issues in both of my legislative campaigns. The Department, the sponsoring school district, the City of Anoka, and even the county board were fully aware of this relationship. Following the law, I listed my property holdings on my public disclosure forms. When I arrived here 2 ½ years ago, I had caucus staff check with Chief Clerk Ed Burdick.

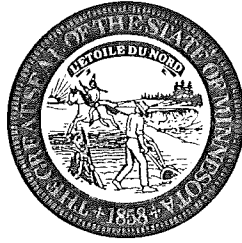
I have benefitted no differently from other charter school landlords. This is no different from legislators who are teachers and college administrators who vote on appropriations that fund their salaries or legislators who are farmers who vote for per-acre benefits. None of these legislators have filed disclosure forms with the Speaker. I did not have to either.

In conclusion, I want to implore you as my colleagues to remember to what extent our state benefits by regular citizens serving here. What will this body look like 10 or 20 years from now if our citizen legislature is replaced by professional bureaucrats with political expertise but without practical, real-world experience?

Our state is stronger when its representatives bring to the Capitol the life experiences of teaching, owning a small business, farming the land, and caring for the sick. This is the reason people go to the polls and vote for an individual who has firsthand knowledge and involvement in an area of life. I hope we never see the day when a farmer-legislator cannot serve on the agriculture committee or a police officer has to recuse himself from voting on a crime prevention package. If this happens, all Minnesotans will be worse for it. This element of representation is critical to the process and must be maintained.

I am proud to serve my constituents in this body and have been proud of that service. I have and will continue to exert myself in their best in their best interests.





May 10, 2001

In Protest

Representative Roxann Dagget
439 State Office Building
St. Paul, MN 55155

Dear Ethics Committee Chair Dagget:

Our burden in bringing this case forward is to prove "more probably true than not" that Representative Abeler voted on issues where he had an immediate interest, thereby violating the Permanent Rules of the House. We take our burden of establishing probable cause in this matter very seriously.

Having requested up to two hours to fully present our case to establish probable cause in this matter, we were dismayed when the chair announced the committee will only allow us to give a 30 minute presentation. We feel that 30 minutes is clearly not an adequate amount of time to call multiple witnesses who can attest to the question of "immediate interest". It is barely enough time to provide a brief overview of some of the relevant facts and questions to consider.

We firmly believe that a cursory inspection of this issue does not do justice to the public who deserve an full and impartial explanation as to the seriousness of this complaint, and to the accused, whose actions required us to take this drastic step.

Sincerely,

Tom Rugh
Jim Anderson

Mrs. Hoglund
Margaret Anne Kellison



HAMLIN UNIVERSITY

*Graduate School
of Public Administration
and Management*

May 11, 2001

Professor David Schultz
Graduate School of Public Administration and Management
Hamline University
MS-A1710
St. Paul, MN 55104

Rep. Roxann Daggett, Chair
House of Representatives Committee on Ethics
439 State Office Building
100 Constitution Ave.
St. Paul, MN 55155

Dear Ethics Committee Members:

I am writing to you to share my professional opinion regarding the ethics charges brought against Representative Abeler and to indicate that there is more than enough evidence to support the claim that he has violated House Rules and State conflict of interest laws. Thus, there is sufficient probable cause to continue investigation into the complaint filed against him.

As an ethics professor at Hamline University in the Graduate School of Public Administration and Management, and a professor of election law at the University of Minnesota Law School, I have had a variety of experiences examining issues of ethics and conflicts of interest in government. These experiences include authoring numerous academic and scholarly works in this area and testifying before the Minnesota, New Mexico, New York, and Texas legislatures regarding ethics matters. In addition, as the president of the Minnesota chapter of Common Cause, I have lobbied the Minnesota legislature to reform campaign finance, ethics, and conflicts of interest laws.

Given my experience and knowledge in this field, coupled with the examination of documents I have received to-date, I have no question that there is probable cause for further investigation of the allegations against Rep. Abeler either under House Rule 2.05 or Rule 6.10. To proceed further in an investigation, some minimum threshold of evidence is necessary to demonstrate that it is more likely than not that some violation of the Rules have occurred.

In this case, the amount of money Representative Abeler benefitted from the PACT Charter School rental income is well beyond a de minimis sum that would be necessary to suggest that he personally and uniquely benefitted from his actions. Furthermore, Representative Abeler reaped a distinct benefit from the increase in charter school lease aid. The class of landlords who lease buildings to charter schools is small and finite. It would be absurd to interpret House Rules as requiring that only he individually benefit for one to find a conflict of interest. Instead, the class need only be finite and unique in interests to be implicated by the Rules.

HAMLIN UNIVERSITY

*Graduate School
of Public Administration
and Management*

Moreover, unlike teachers, lawyers, or other professionals in the legislature, Representative Abeler's interest in promoting charter school lease aid is not of the general nature one would reasonably recognize through the disclosure of his occupation or merely through the disclosure of owning certain properties. It is clear, therefore, that the facts indicate a serious ethics violation and deserve extensive review by the House Ethics Committee.

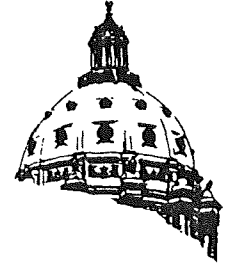
It is my opinion that not only is there sufficient evidence to find probable cause, but that there is clear and convincing evidence that Representative Abeler's conduct deserves, at the very least, censure by the House of Representatives. Moreover, if it can be shown that Representative Abeler willfully used his office for private benefit, such conduct deserves expulsion and perhaps referral to the country attorney for criminal investigation and perhaps prosecution.

Thank you very much for considering my opinion.

Sincerely,


David Schutz

Fiscal Analysis Department
 Minnesota House of Representatives



May 10, 2001

To: Sean Rahn
 From: Greg Crowe, Fiscal Analyst, K-12 Finance
 Subject: Charter School Building Lease Aid

Charter schools in Minnesota may lease property for their operations, and may pay lease costs with operating capital revenue received from the State. In the 1997 session, charter school building lease aid was created. Since the 1997-98 school year, charter schools have been eligible, if their operating capital revenue is insufficient to cover their lease costs, to apply to the Commissioner of the Department of Children, Families and Learning (DCFL) for building lease aid. In that year, 24 charter schools received building lease aid. For the 2000-01 school year 58 charter schools are expected to receive building lease aid.

DCFL may provide aid only for the approved cost of a lease, with approval criteria detailed in M.S. 126C.40, subd. 1. Approval criteria include the reasonableness of the price, the appropriateness of the space, the feasibility of transporting pupils and the financial condition of the charter school.

The amount of aid a charter school receives is 90 percent of its approved lease cost or \$1,500 times the number of pupils served in the charter school, whichever is less. For the 1997-98 school year, the building lease aid for a school district was the lesser of 80 percent of their approved lease cost or the statewide average debt redemption fund and capital revenue for school districts, which at the time was approximately \$416 per pupil. The change to 90 percent/\$1,500 was made for the 1999-2000 school year during the 1999 session.

Please find, below, a summary of the fiscal costs and average aid payments for charter school building lease aid since its inception, and please find attached a history of legislation as it relates to the funding formula for charter school building lease aid.

Charter School Building Lease Aid

	FY 1998	FY 1999	FY 2000	Est. FY 2001	Est. FY 2002	Est. FY 2003
Actual Lease Cost	1,758,000	3,645,000	7,882,000	13,379,000	20,950,000	32,615,000
Avg. Lease per Pupil	509	672	936	187	1,351	1,513
Aid Limit per Pupil	416	440	1,500	1,500	1,500	1,500
Avg. Aid per Pupil	331	386	822	999	1,141	1,261
Total Aid	1,141,000	2,094,000	6,924,000	11,260,000	17,701,000	27,188,000

source: Minnesota Department of Finance

Legislative history of M.S. 124D.11, subd. 4 (Charter School Building Lease Aid)

1997 Session

Laws 1997, First Special Session, Chapter 4, Article 5, section 13:

Sec. 13. Minnesota Statutes 1996, section 124.248, is amended by adding a subdivision to read:

Subd. 2a. [BUILDING LEASE AID.] When a charter school finds it economically advantageous to rent or lease a building or land for any instructional purposes and it determines that the total operating capital revenue under section 124A.22, subdivision 10, is insufficient for this purpose, it may apply to the commissioner for building lease aid for this purpose. Criteria for aid approval and revenue uses shall be as defined for the building lease levy in section 124.91, subdivision 1. The amount of building lease aid per pupil unit for a charter school for any year shall not exceed the lesser of (a) 80 percent of the approved cost or (b) the product of the actual pupil units for the current school year times the sum of the state average debt redemption fund revenue plus capital revenue, according to section 124.91, per actual pupil unit for the current fiscal year.

1998 Session

Laws 1998, Chapter 398, Article 1, section 12:

Technical changes.

1998 Session

Laws 1998, Chapter 397: K-12 Statute Recodification

M.S. 124.248, subd. 2a recodified as M.S. 124D.11, subd. 4

1999 Session

Laws 1999, Chapter 241, Article 5, section 12:

Sec. 12. Minnesota Statutes 1998, section 124D.11, subdivision 4, is amended to read:

Subd. 4. [BUILDING LEASE AID.] When a charter school finds it economically advantageous to rent or lease a building or land for any instructional purposes and it determines that the total operating capital revenue under section 126C.10, subdivision 13, is insufficient for this purpose, it may apply to the commissioner for building lease aid for this purpose. Criteria for aid approval and revenue uses shall be as defined for the building lease levy in section 126C.40, subdivision 1, paragraphs (a) and (b). The amount of building lease aid per pupil unit served for a charter school for any year shall not exceed the lesser of (a) ~~80~~ 90 percent of the approved cost or (b) the product of the pupil units served for the current school year times ~~the sum of the state average debt redemption fund revenue plus capital revenue, according to section 126C.40, per pupil unit served for the current fiscal year~~ \$1,500.

2000 Session

No Changes

1994

- Jim Abeler listed as Chairman of the Provisional Board to Establish the Parents Allied with Children and Teachers Charter School (P.A.C.T.)
- Jim Abeler listed as a Member of the P.A.C.T. Board of Directors

1996

- **P.A.C.T. School Evaluation Report 1996**, notes that Jim and Barb Abeler have purchased three sites now leased or projected to be leased by P.A.C.T.
- **P.A.C.T. School Evaluation Report 1996** notes that Jim Abeler is the "self-appointed" district #11 Liaison
- **P.A.C.T. School Evaluation Report 1996** notes that Jim and Barb Abeler have made over \$133,000 in personal loans to the School;
- **P.A.C.T. School Evaluation Report 1996** notes an interview with Jim Abeler stating the normal rent price is \$5.00 per square foot and he is charging \$6.50 to cover loan payments;
- **P.A.C.T. School Evaluation Report 1996** notes extensive renovations made to the buildings; notes that documentation about loans, donations, and other items for which money is used is inaccurate and incomplete;
- **P.A.C.T. School Evaluation Report 1996** notes that Jim Abeler maintains authority to sign checks for the school
- Jim Abeler signs original lease agreement for 2665 4th Ave N, effective July 1, 1996 to June 30, 1997. Lease amounts of \$4,167 per month was paid to Jim Abeler plus 34% of utilities. (Independent Auditors Report, 1998)
- Jim Abeler signs original lease agreement for 440 Pierce St., Anoka, effective July 1, 1996 to June 30, 1998. Lease amounts of \$7,084 per month was paid to Jim Abeler. (Independent Auditors Report, 1998)

1997

- **P.A.C.T. School Evaluation Report 1997** notes that the PACT Board is aware of the following potential conflicts of interests: Jim and Barb Abeler continue to hold personal loans for the PACT school
- **P.A.C.T. School Evaluation Report 1997** the Abeler's own both buildings where PACT Charter School is housed
- Abeler letter to P.A.C.T. School Board claiming that he has \$180,000 in investments beyond rent collections, \$80,000 in unpaid liabilities, over a million in mortgages, lost \$90,000 from his chiropractic practice, parents have invested more than \$38,000. He claims to have undercharged the school by \$100,000, installed a gym for \$200,000, provided \$110,000 in dollar-years worth of interest-free loans, and has personally guaranteed \$105,000 in loans for the school.
- **July (FY 98):** Charter School building lease aid first available to Charter Schools to exclusively pay for leases based on 80% of actual lease costs, or \$416 per pupil whichever is less (House Research Summary / House Fiscal Department Memo)
- Lease extension for 2665 4th Ave N, including an extension in terms to June 30, 1999 with a 6% increase in rent. (Independent Auditors Report, 2000)

1998

- **July (FY 99):** Charter School building lease aid available to Charter Schools to exclusively pay for leases based on 80% of actual lease costs, or \$440 per pupil whichever is less (House Research Dept summary / House Fiscal Dept. Memo)
- **August:** Lease renegotiated on 2665 4th Ave N, effective August, 1998 to June 30, 2000. Lease amounts of \$5,554 per month for the first year, and \$4808 per month for the second year.
- **August:** Lease renegotiated on 440 Pierce St., Anoka effective July 1, 1998 to June 30, 2000. Lease amounts of \$7,331 per month for the first year plus \$1898 per month for the gym, and \$7,588 per month plus \$1964 per month for the Gym for the second year.
- **October:** Jim Abeler's opponent in State Representative race raises the issue of Jim Abeler's involvement with the P.A.C.T. School
- **November:** Jim Abeler elected State Representative
- **December:** Jim Abeler appointed to serve on the K-12 Finance Committee

1999

- **March 12**, Representative Seagren offered HF 820 in the House K-12 Finance Division which among other things, increased building lease aid to Charter Schools up to the lesser of \$1200 per pupil or 90% of the approved cost. An oral amendment offered by Representative Seagren in committee increased the amount of building lease aid from \$1200 per pupil as it was stated in the bill, up to \$1500 per pupil. The audio tape recording and official committee minutes of the committee hearing prove this oral amendment was accepted without abstentions, recusal, or votes in the negative.
- The Official Journal of the House of Representatives records Jim Abeler as voting in the affirmative on the following occasions when lease aid for Charter Schools was increased during the 1999 legislative session as part of the Omnibus K-12 Education Finance Bill.

April 26: House Journal Page 3192, 1999

May 17: House Journal Page 5028, 1999

- **December:** Lease renegotiated on 2665 4th Ave N, effective July 1999 through June 2002. 1st, 2nd and 3rd year base rent is \$9,938 per month for the term of the lease.
- **December:** Lease renegotiated on 440 Pierce, Anoka, effective July 1999 through June 2002. 1st, 2nd and 3rd year base rent is \$13,363 per month for the term of the lease.

2000

- **March 6:** Representative Abeler offered an amendment during the 2000 legislative session (coded H3120A1) to HF 3120 in the K-12 Education Committee, which according to testimony from Representative Abeler, would have effectively caused the P.A.C.T. Charter School to retain \$82,000. This action, and Representative Abeler's refusal to disclose any potential conflict of interest as landlord for the P.A.C.T. Charter School, in accordance with M.S. 10A.07, clearly demonstrates a violation of House Rule 6.10.
- The Official Journal of the House of Representatives records Jim Abeler as voting in the affirmative on the following occasions when lease aid for Charter Schools was increased during the 2000 legislative session as part of the Supplemental Education Finance Bill.

March 21: House Journal Page 7794, 2000

May 9: House Journal Page 9971, 2000

2001

- **February:** KSTP first reports "A lawmaker who sits on a committee that controls school funding and voted for more than \$10 million to help charter schools pay rent and has collected more than \$287,000 in rent from a charter school."
- **March 21:** Jim Abeler's House Floor Statement apologizing for assuming House Members knew of his association with the P.A.C.T. Charter school and announcing disclosure of his receipt of rental income to the speaker of the house.
- **April 13:** Jim Abeler is sent a list of questions from DFL Members inquiring as to the nature of his relationship with the P.A.C.T. school, his efforts to disclose the relationship, and his voting record on issues effecting Charter Schools.
- **April 19:** Jim Abeler responds to DFL posed questions by stating that the disclosure of potential conflict of interest is a grey area and he reiterated his statement on the House Floor from March 21.

Summary of Rental Income

Abeler's Rental Income			
Fiscal Year (July-June)	Elementary School (440 Pierce St.)	Secondary School (2665 4th Ave. N.)	TOTAL
1997	\$ 85,000	\$ 50,000	\$135,000
1998	\$ 85,000	\$ 53,000	\$138,000
1999	\$87,975	\$ 56,646	\$167,391
2000	\$160,358	\$119,259	\$279,617
2001	\$160,358	\$119,259	\$279,617
2002	\$160,358	\$119,259	\$279,617
TOTAL	\$761,819	\$517,423	\$1.279 M

Summary of State Lease Aid Received

Rental Income Attributable to State Charter School Lease Aid			
Fiscal Year (July-June)	Total Rental Income (from above)	Applicable Formula for Calculating Lease Aid	Total Amount Received from State Lease Aid ¹
1997	\$135,000	No Lease Aid	No Lease Aid
1998	\$138,000	Lesser of \$416 per student or 80% of lease	\$110,400
1999	\$167,391	Lesser of \$440 per student or 80% of lease	\$133,913
2000	\$279,617	Lesser of \$1500 per student or 90%	\$251,655
2001	\$279,617	Lesser of \$1500 per student or 90%	\$251,655
2002	\$279,617	Lesser of \$1500 per student or 90%	\$251,655
TOTAL	\$1.279 M		\$999,278

¹These figures assume that all lease aid given to the charter schools was in turn given to Abeler.

Summary of Lease Aid Dispensed

Fiscal Year (July-June)	Total Lease Aid Appropriated by State Legislature	Number of Charter Schools (est.)	Mean Lease Aid Given to Charter Schools	Average Lease Aid Given to Charter Schools	Lease Aid Given to Rep. Abeler
1999	\$2.094 M	38	\$ 38,881	\$ 55,102	\$133,913
2000	\$6.771 M	53	\$119,767	\$127,750	\$167,564

**Permanent Rules of the
House**

Article II, Section 2.05:

**“A Member who has an
immediate interest in a
question must not vote on
it.”**

**Permanent Rules of the
House
Article VI, Section 6.10**

“A complaint may be brought about conduct by a member that violates a rule or administrative policy of the House, that violates accepted norms of House behavior, that betrays the public trust. . .”

Ethical Practices Board Advisory Opinion #25:

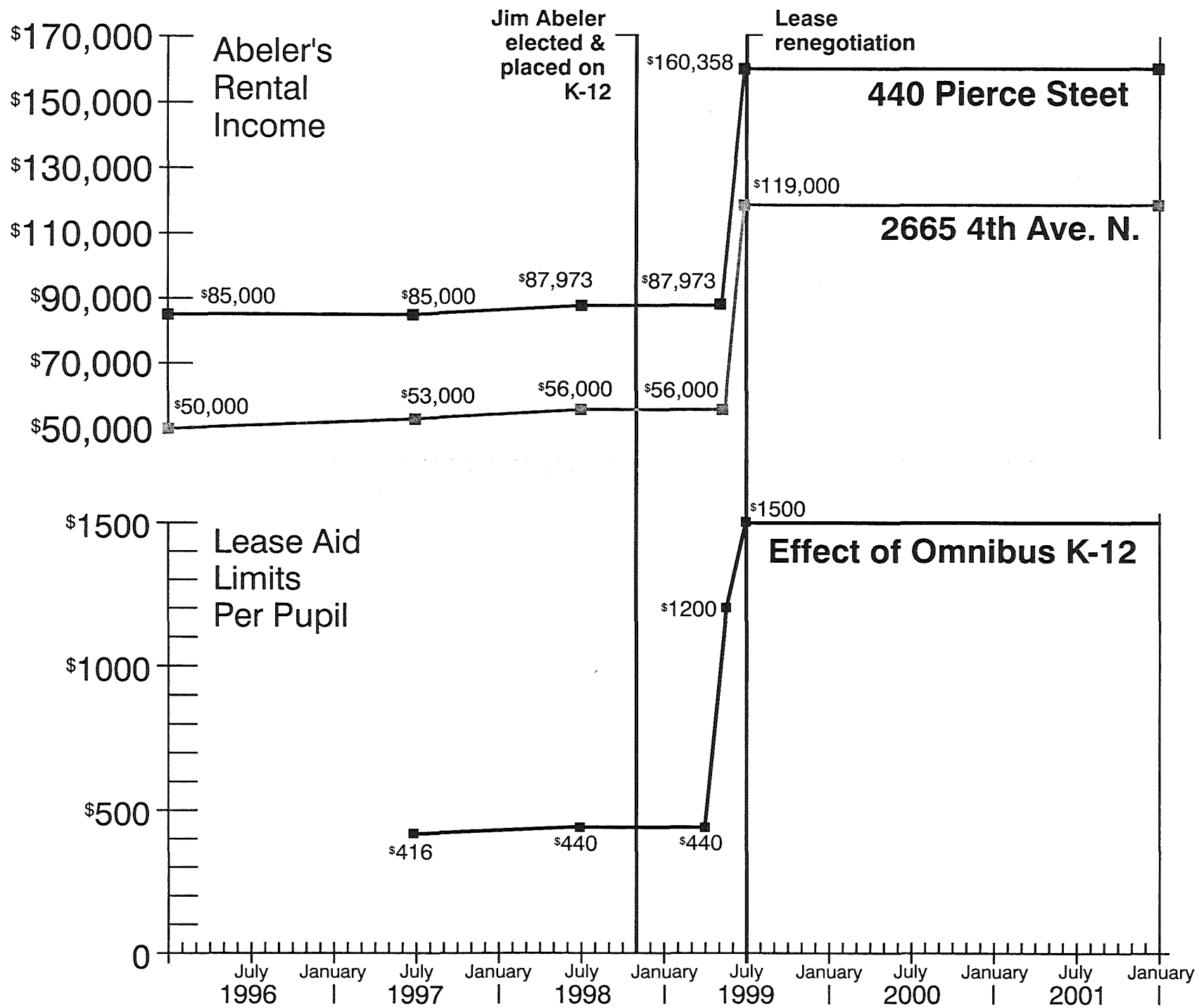
“The legislator who is a farmer, teacher, or police officer is bound to have certain views oriented to the concerns of his occupation... To a certain extent the test for conflict of interest disclosure is a subjective one, and cases must be examined on an individual basis under particular facts.”

Ethical Practices Board Advisory Opinion #25:

“Such disclosures [10A.09
Statements of Economic
Interest], however, do not
deal
with. . .disclosure of
conflicts in the case of
specific actions or decisions
by a public official.”

Ethical Practices Board Advisory Opinion #78:

“The current lease provides for a rental payment to you by the school district. . .After reviewing section 10A.07, Subd. 1, your current lease agreement, and your conflict of interest notice, the Board concludes that as a member of the Legislature you will be required to take an action or make a decisions which could substantially affect your financial interests. Thus, you must file the notice in accordance with M.S. 10A.07.”



Minnesota House of Representatives

COMMITTEE ON ETHICS
REP. ROXANN DAGGETT, CHAIR

May 18, 2001

CHAIR'S EXPLANATION AND ANNOUNCEMENT OF FINDING

I will address our obligation as the Ethics Committee by first reading Committee Rule Number 7: "If a majority of the whole Committee finds, based upon the complaint and supporting and rebutting evidence presented by the complainants and the member, sufficient factual evidence to believe that the allegations contained in the complaint are more probably true than not and that, if true, they tend to support disciplinary action, the Committee shall inform the Speaker and the member that it has found probable cause and shall proceed to public hearings under Rule 10. If a majority of the whole Committee fails to find probable cause, the complaint shall be dismissed."

The Committee deliberated whether there is probable cause in the case regarding Rep. Jim Abeler at several executive session meetings following the May 10 public hearing. Historical information, analysis, and legal support were provided by counsel from House Research. The Committee carefully and thoroughly considered the complaint, the testimony and evidence presented by both the complainants and by the respondent, as well as the applicable House and Committee Rules.

The Committee failed to find probable cause. Therefore, the complaint regarding Rep. Jim Abeler is dismissed.

###

Jim Abeler
State Representative
Assistant Majority Whip
District 49A
Anoka and Coon Rapids



Minnesota House of Representatives

COMMITTEES: K-12 EDUCATION FINANCE; HEALTH & HUMAN SERVICES FINANCE; HEALTH & HUMAN SERVICES POLICY

Statement from Rep. Jim Abeler Regarding the House Ethics Committee Decision:

I am very pleased that today the House Ethics Committee has dismissed the charges against me. I appreciate their hard work, and I want to thank my family, friends, colleagues, and constituents who encouraged and supported me over the past few months.

The committee proceedings made clear what I said all along: I followed the law. None of my votes caused me to benefit differently from other charter school landlords in Minnesota. In fact, I did not benefit personally from any of my votes. In short, no conflict of interest ever existed.

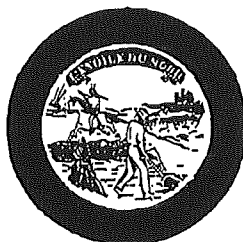
Today's strong ruling by the Ethics Committee, based on the historical facts, puts to rest any notion that I tried to use my position as a legislator for financial gain. The committee proceedings made clear that the rent I charged to the PACT Charter School was consistently below the market rates for similar facilities. That makes me a generous businessman, not an unethical legislator.

The House Ethics Committee has confirmed the importance of Minnesota having a citizen legislature. Our state is stronger when its representatives bring to the Capitol the life experiences of teaching, owning a small business, farming the land, or caring for the sick. I hope we never see the day when a farmer-legislator can't serve on an agriculture committee or a police officer has to recuse himself from voting on a crime prevention measure. If this happens, all Minnesotans will be worse for it.

I am proud to serve the people of Anoka, Coon Rapids, and the State of Minnesota in the Legislature, and I will continue to pursue their best interests.

Wesley J. Skoglund
State Representative

District 62B
Hennepin County



Minnesota House of Representatives

May 25, 2001

Rep. Roxann Dagget, Chair
House of Representatives Committee on Ethics
439 State Office Building
100 Constitution Ave.
St. Paul, MN 55155

Dear Representative Dagget,

I am writing to state my concern over the process used during the May 10th meeting of the House Ethics Committee. As you know, the Ethics Committee convened on that date to address the complaint four members of the House filed, which alleged that Rep. Abeler violated House Rules 2.05 and 6.10. Quite frankly, the procedures imposed by the Committee tied the complainant's hands in presenting our case and prevented the members and the public from hearing everything they should have heard.

My concerns relate to several issues. First, I was disappointed by the ruling that I, as the complainant, was not allowed to ask Rep. Abeler questions directly. It was stated at that time that the procedural rules for the Ethics Committee do not permit the complainant to engage in such questioning.

Upon a subsequent examination of the published rules, however, I find that is not the case. That is, there is no express language in the Ethics Committee's procedural rules that states the complainant is not allowed to ask questions of the accused member. Moreover, contrary to representations made at the time, there is no express language that allows only the members of the Ethics Committee to ask questions of the defendant. The only provision in the procedural rules on questioning is a due process provision that ensures the right of the accused member to present evidence and question the complainant.

Rather than having his attorney make all communications, Rep. Abeler decided to make a statement and answer questions from the members of the Ethics Committee. Yet when we desired to point out the inaccuracy or misleading nature of those answers by asking Rep. Abeler questions, we were not allowed to do so. I objected to this procedure at the time because the result was that Rep. Abeler was able to pick and choose the questions he answered. I unfortunately took it on faith when it was stated by members of the Committee that Rep. Abeler's conduct was in accordance with the Rules.

Page 2
May 25, 2001

A similar mishandling of the process took place regarding the discussion of the statement of economic interest. Rep. Abeler's attorney raised the issue of the statement of economic interest, arguing that by filling out and filing this statement, his client had made an adequate disclosure of his financial interests. Rep. Abeler and his attorney answered questions from the members regarding the nature of the information listed on the sheet and specifically addressed the instructions to the statement.

Yet, when I tried to point out to the members of the committee that Rep. Abeler did not properly fill out the statement according to the instructions, those comments were ruled out of order because the issue was not raised in the complaint. If the issue of the statement of economic interest was so objectionable to the defendant, his attorney should have never raised it. Or, at the very least, Rep. Abeler's attorney should have objected at the outset of this line of questioning rather than answer some questions to his client's advantage and then object to a question that might show his client in a bad light.

And, while it is true that improperly filling out the statement of economic interest was not listed as a count in the ethics complaint, the improper filling out of the statement goes directly to the point of whether the statement was an adequate disclosure, as the defendant was so eager to argue. It is fundamentally unfair to allow the defendant to raise issues and use them to his defense, and then not allow the complainant to speak to the same issues.

Finally, I would like to address the secretive determination of probable cause. The hearing at which it was announced that the Committee had not found probable cause to continue the proceedings against Rep. Abeler lasted all of three minutes. The vote was conducted in secret and the public was not told on what motion the members had voted or the vote total. There was no opportunity to ask questions or to make a statement. In every way, the hearing was conducted in such a way as to obscure information from the public eye.

The issue of procedure is an important one because it is an issue of fairness. How complaints are investigated is as important as whether they are investigated. It is therefore disappointing to see that the procedure used by the Ethics Committee for the investigation of Rep. Abeler reinforces what many citizens already believe—that the Legislature is inherently incapable of reviewing its own members for unethical behavior.

Sincerely,



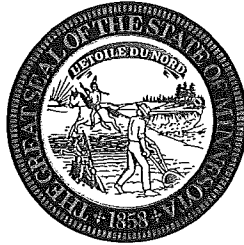
Wes Skoglund
State Representative

Roxann Daggett

State Representative

District 11A

Becker, Ottertail and Wadena Counties



Minnesota House of Representatives

June 25, 2001

Representative Wesley J. Skoglund
251 State Office Building
100 Constitution Avenue
St. Paul, MN 55155

Dear Representative Skoglund:

Your letter of May 25 expresses concerns and disappointments about the process used by the Ethics Committee. Your criticism of how the Committee performed its duties is unwarranted in the context of the Rules of the House and of the Committee's Rules of Procedure. I have considered your remarks and respond below.

A copy of the Rules of Procedure adopted unanimously by the Committee and a copy of Section 6.10 of the Permanent Rules of the House is enclosed.

The Committee's primary function is to consider complaints filed by members, and the committee acts in an investigatory role. You and your co-complainants had unlimited time to prepare the formal complaint which was distributed to and reviewed by the members of the committee. Further, the committee is not a court of law or a public forum designed to afford one party to prosecute another.

The committee unanimously approved the procedural rules and equitable time frames for the presentation of the complaint and for rebuttal by Representative Abeler (whose time was the same as yours, notwithstanding the substantial time you had to prepare the formal complaint and related documentation).

You correctly note that the Committee Rules, particularly through Committee Rule No. 4, ensure due process for the defendant. The committee carefully followed this Rule; questioning of the defendant by the Complainant was not deemed necessary by the Committee for the purposes of the hearing. Again, your formal complaint was examined by the Committee before, during, and after the May 10 hearing, and the hearing was not a trial.

Communications by Rep. Abeler or by his attorney were submitted in defense of your formal complaint. You and Rep. Abeler had adequate time to summarize your presentation and indicate alleged inaccuracies. The Committee did, as you note, find that Rep. Abeler's conduct at the hearing was in accordance with the Rules.



Representative Wesley Skoglund
Page Two

The conduct of the hearing and the process were proper including the defendant's information about the statement of economic interest. The role of the Committee at the hearing was investigatory and the questioning of the defendant's attorney was consistent with that role. The Committee entertained the information in the context it was presented: evidence that the defendant deemed considered relevant to the charge that he violated House ethics rules.

Your comments about the Committee's determination of probable cause seem to be based upon misinformation. The House Rules specifically provide that this committee may elect to meet in executive session to consider or determine and question of probable cause. The Committee unanimously voted to do that at the public hearing on May 10. As you should be aware, the Committee members and staff are sworn to confidentiality of all proceedings conducted in Executive Session. Disclosure of the Committee's deliberations would be a violation of House Rules.

The duration of the meeting on May 18 was commensurate with the business at hand: the Committee had properly met in public hearing; had properly deliberated the question of probable cause; and, thus, consistent with Rule No. 7, since a majority of the whole Committee did not find probable cause, properly dismissed the complaint.

You cite a perception of some citizens that the "Legislature is inherently incapable of reviewing its own members for unethical behavior." This is a complex and often subjective aspect of both private and public business affairs. The process used by the House has been carefully crafted over the years by Members and legal authorities. The citizens of Minnesota can be confident that their House of Representatives does have an effective means of handling ethics matters.

The suggestion that lack of procedures and, indeed, of a finding suited to a complainant's desires, are evidence of a flawed system or of improper actions by the Ethics Committee is unfounded and not accurate.

Yours truly,

A handwritten signature in cursive script, appearing to read "Roxann Daggett", with a long horizontal flourish extending to the right.

Roxann Daggett, Chair
House Ethics Committee

Enclosures

Past Ethics Complaints

2000 Rep. Rostberg	Criminal Sexual Conduct
2000 Rep. Lindner	Remarks on House Floor
1998 Sen. Sams	Concealing a Consulting Fee
1996 Sen. Chmielewski	Misuse of Senate Telephone
1996 Sen. Finn	Theft
1996 Rep. Bertram	Intimidating Constituents
1996 Rep. Johnson	Driving While Intoxicated
1996 Sen. Chandler	Spousal Abuse
1996 Sen. Bertram	Shoplifting
1990 Rep. Conway	Felony Securities Violations
1988 Rep. Kludt	Soliciting Prostitution
1986 Rep. Staten	Felony Theft

Conflict of Interest: What is the standard?

Four Examples from One Year for Illustration

Bill	Potential Conflict	Who
HF 1, 1999	Farmers voting to give themselves \$4 per acre of cropland	4 DFL House Members 3 Rep House Members
HF2333, 1999	Educators voting to increase school funding, knowing it would flow to them through higher wages and benefits	6 DFL House Members 1 Rep House Member
HF 2380, 1999	Professors and College staff voting to increase their pay	3 DFL House Members 1 Rep House Member
SF2225, 1999	Increase pay for health-care workers	1 Rep House Member

Total Number of Legislators=19

None of the above members is known to have delivered a potential conflict of interest statement to the Speaker of the House

CHARTER SCHOOLS

DIST #	DISTRICT NAME	LANDLORD
4000	City Academy	City of St. Paul
4001	Bluffview Montessori	Bluffview Bldg. Co.
4003	New Heights	Stillwater Schools
4004	Cedar-Riverside	Riverside Plaza Ltd. Partnership
4005	Metro Deaf	Chet S. Hajec
4006	Skills for Tomorrow	Griggs Midway Bldg. Corp.
4007	Minn New Country	NCS Properties
4008	PACT	James & Barbara Abeler/Wagner Mgmt
4011	New Visions	A Chance to Grow
4012	Emily	City of Emily
4015	Community of Peace	Community of Peace Bldg. Co.
4016	World Learner	Jonathon Montessori House of Children, Inc.
4017	Minn Transitions	Christ Church Lutheran
4018	Acorn Dual Lang (est)	Acorn Dual Lang. Comm Academy Bldg. Co.
4019	St. Paul Family Learn	Designs for Learning / James F. Coggins
4020	Duluth-Edison	Duluth School District
4021	Village School	Northfield School District
4025	Cyber Village	Energy Park, LLC & Riverplace
4026	ECHO	ISD 2190
4027	Higher Ground	Higher Ground Bldg. Co.
4028	Eci Nompaa Woonspe	MHS Property, Inc.
4029	New Spirit	Charter School Property, Inc.
4030	Odyssey	Zane Business Center
4031	Minn Technology	Designs for Learning / James F. Coggins
4032	Harvest Preparatory	Seed Day Care
4033	Peaks-Pillager	Bruce & Kathy Martin
4034	Learning Adventures	Designs for Learning / James F. Coggins
4035	Concordia	Designs for Learning / St. Paul Family / Hamline Office Park
4036	Face to Face	Face to Face Health & Community Services
4037	Skills for Tom Jr.	Griggs Midway Bldg. Corp.
4038	Sojourner Truth	Catholic Church of St. Bridget
4039	Recording Arts	Studio 4 Enterprises, Inc.
4040	Mesabi (Hughes)	Point Rejuvenate of MN
4041	Opportunities Learn	University Centre at 1919 LLP
4042	Twin Cities Academy	Church of St. James
4043	Math & Science Academy	Technical Prop. LLC/YMCA
4044	Heart of the Earth	Heart of the Earth Survival School, Inc.
4045	PEAKS – Osakis	Walt Bruns & Stan Kirkoff
4046	PEAKS – Duluth	Northern State Investments
4047	PEAKS – Dundas	DAKJAM Investments LLC
4048	PEAKS – St. Cloud	
4049	Coon Rapids	Stanton Properties

DIST #	DISTRICT NAME	LANDLORD
4050	Lafayette	Tad Ulrich
4051	Hanska	Creative Education of Hanska
4052	Four Directions	Upper Midwest American Indian Center
4053	North Lakes	Brud Co.
4054	La Crescent	James & Kathleen Fuchsel
4055	Nerstrand	ISD 656
4056	Roch Off-Campus	The Prow Co.
4057	El Colegio	ECS Bldg. Co.
4058	Schoolcraft	Concordia College Corp.
4059	Crosslake	Lutheran Social Services
4060	Mexica Multi	Boys & Girls Club
4061	Studio Academy	Al Nerland
4062	Family Academy	Advent Lutheran Church
4063	Fort Snelling	Fort Snelling Bldg. Co.
4064	Riverway	Evanson & Evanson
4065	Mn Business Academy	Charter School Bldg. Corp.
4066	Riverbend	Riverbend Partners, LLC
4067	Aurora	Project for Pride
4069	MIT	Lund Prop.
4070	Hope Academy	3 Bears LLC
4071	Native Arts	
4072	Yankton	Hazel Bundy

MINNESOTA STATE SENATE

COMMITTEE ON RULES AND ADMINISTRATION

Senator Roger D. Moe, Chair of the Senate Committee on Rules and Administration, called the meeting to order at 12:40 p.m. on Wednesday, January 10 2000, in Room 107 of the State Capitol.

Members present:

Moe, R.D., Chair	Metzen
Hottinger V.C.	Olson
Belanger	Pappas
Berg	Pariseau
Berglin	Pogemiller
Day	Ranum
Frederickson	Samuelson
Johnson, D.E.	Stumpf
Langseth	Vickerman
Marty	

Members excused:

Cohen	Larson
Johnson DJ	Solon

A quorum was present.

Senator Moe presented the Committee Resolution adopting mileage, living and telecommunication expenses incurred by members of the Senate. (See document #1, titled SCR009) Senator Hottinger moved to adopt the Resolution.

Senator Day moved to amend the Committee Resolution adopting mileage, living and telecommunication expenses incurred by members of the Senate (See document #1, titled SCR009) page 1, line 18, delete "\$60" and insert "\$66"

The amendment **WAS ADOPTED.**

Senator Hottinger's motion to adopt the Committee Resolution adopting mileage, living and telecommunication expenses incurred by members of the Senate (See document #1, SCR009) as amended **DID PREVAIL.**

Patrick Flahaven, Secretary of the Senate, presented the permanent roster (See document #2, titled Rules and Administration Committee January 10, 2001) and the staff salary ranges (See document #3, titled Minnesota State Senate Salary Ranges January 10, 2001).

Senator Frederickson moved to amend the permanent roster. (See document #2, titled Rules and Administration Committee January 10, 2001) Delete references to "Senator-elect" and insert "Senator"

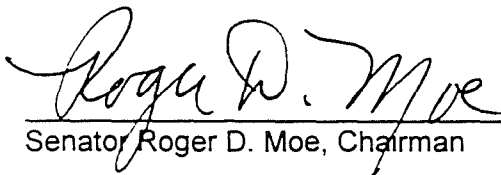
The amendment **WAS ADOPTED.**

Senator Pappas moved to amend the permanent roster. (See document #2, titled Rules and Administration Committee January 10, 2001) Under the entry for Jill Larson delete "Megan" and insert "Jill"

The amendment **WAS ADOPTED.**

Senator Hottinger moved to adopt the permanent roster as amended, (See document #2, titled Rules and Administration Committee January 10, 2001) and staff salary ranges. (See document #3, titled Minnesota State Senate Salary Ranges January 10, 2001) The **MOTION PREVAILED.**

The meeting adjourned at 1:15 p.m.

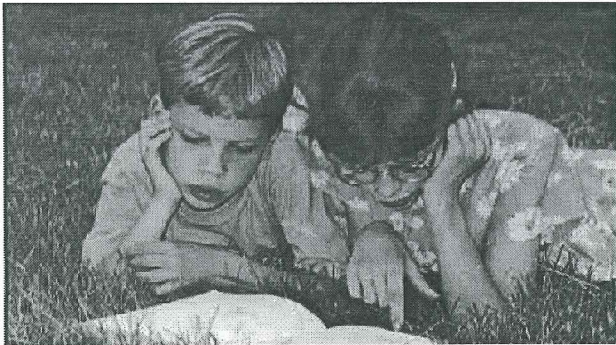


Senator Roger D. Moe, Chairman



Todd Olson, Committee Clerk

ON THE ISSUES:



Education: Don't Be Fooled !!

Jerry Newton has the support of almost every teacher in the district; the MEA, MFT, MCCFA, and leaders of the Parent Legislative Team are supporting Jerry Newton because of his unwavering commitment to public education.

Republican Abeler, who refuses to debate, speaks of support for public education yet opposes statewide standards like Profiles Of Learning and the President's Goals 2000 which he decried "we must sack it." **Abeler supports public education because he receives \$160,000 in public money in annual rent for the Charter school he founded - which is located in buildings he owns.** When it comes to the education of your child, reducing class size and securing equitable funding without enriching oneself - there is one clear leader - Jerry Newton.

Watching Your Taxes



Newton strongly believes in returning any budget surplus back to your pocket and will work for a permanent reduction in property taxes.

As a fiscal conservative, Newton has ensured that Coon Rapids is one of the lowest taxed cities in the state.

TRANSPORTATION

As the only candidate to address your needs, Newton believes that a bridge north of Anoka is essential to alleviate pressure on the Ferry Street Bridge. Newton also supports the construction of overpasses at the Hwy. 610 / 252 intersection; he will fight for these projects and commuter



STRAIGHT TALK *On the Issues*

Character Issues are important, but this election is also about honesty, integrity, and experience.

"I decided to run for state representative because I believe I can make state government more efficient and more effective," says Jerry Newton, the DFL-endorsed candidate for the Minnesota House of Representatives in District 49A. "I've spent most of my life in public service. I want to continue serving the people in my community as their representative in the state legislature". "I want people to know who I am and what I intend to do. It would be a mistake for people to vote for Abeler simply because he's the incumbent and times are good. Many people, including the teachers of Education Minnesota, the



Minnesota's peace and police officers, working people of the AFL-CIO,

and others, believe I can do a better job of representing Anoka and Coon Rapids. All I ask is that you look at the facts and make an honest comparison."

- Jerry Newton

"It would be a mistake for people to vote for Abeler simply because he's the incumbent. A careful look at his record in and out of the legislature raises some serious questions."

Abeler receives approximately \$280,000 per year from the Anoka-Hennepin School District for rent of buildings that he owns. The buildings are used by the PACT Charter School in Anoka, which Abeler founded and operates.

This amount is exceptionally high given the amount of space that is actually used. (Source: PACT Charter School Contract) \$280,000 per year would pay the salary of 10 new teachers and could be used to reduce class sizes throughout the district.

Abeler asked to change his vote for a nominal pay raise for nursing home employees *after* he had voted for it and the bill had passed. Abeler was allowed to change his vote to "nay" and the bill then failed. The legislation would have given people who care for the elderly a 3% cost of living adjustment (COLA), (2000 Session)

Abeler voted against repealing the health care provider tax, or "sick tax." The tax adds 1.5% to medical and dental bills and has generated a surplus for the state, yet he voted *against* repealing it, despite his claims to the contrary.

Jerry Newton has earned endorsements from...

Education Minnesota	AFL-CIO, UAW
Minnesota Police & Peace Officers	AFSCME, MN-PACE, MAPE
PRO-VOTE, Minnesota COACT	Minnesota DFL
The Sierra Club	... and many more!

**Minn. Stat. § 10A.07,
Conflicts of Interest**

Subdivision 1. Disclosure of Potential Conflicts

“A public official . . . who in the discharge of official duties would be required to take an action or make a decision that would substantially affect the official’s financial interests or those of an associated business, **unless the effect on the official is no greater than on other members of the official’s business classification, profession, or occupation,** must take the following actions”

ETHICAL PRACTICES BOARD . 625 N. Robert St. . St. Paul, MN 55101-2520

Issued to:
The Honorable Ted A. Mondale
5032 28th Avenue West
St. Louis Park, MN 55416

RE: Potential Conflict of Interest

ADVISORY OPINION #119

SUMMARY

119. A public official or local official is not required to file a potential conflict of interest notice in a case involving official action of general application to the official's business or profession simply because of association in that business or profession. However, if an official or the official's associated business has a financial interest which would be directly and uniquely affected by an official action, then the official must file a potential conflict of interest notice as required by Minn. Stat. § 10A.07, subd. 1 (1990).

FACTS

You request that the Board give guidance to you regarding whether a position you have recently taken with United HealthCare Corporation ("United") will affect certain of your legislative activities in the Minnesota Senate.

You state that in September, 1991, you were designated by United to be "of counsel" to the company and that you report to United's general counsel within the company's legal department. You state that your primary job responsibilities are general legal work related to United's business, policy development and public affairs. You further state that you are not expected to make contact with any public official or public body in Minnesota as a representative of United. You state that you have been retained as an independent contractor and that you will not be an officer, director or employee of the company. You inform the Board that your compensation is fixed and does not include profit sharing or stock options and that neither you nor your spouse now owns or will own any of United's stock.

You state that as part of your retainer arrangement with United, you and the company agreed to a Statement of Ethical Guidelines which you enclosed with your request to the Board. You state that the guidelines address your position with United as it may affect your responsibilities and activities as a State Senator.

You state that the Minnesota Legislature is a citizen's legislature in which Minnesotans of a variety of walks of life make a commitment to public service. You state that the legislature is structured as a part-time endeavor to insure that the legislature is composed of persons whose career experiences will continually benefit the legislative process. You further state that by its very nature a legislature composed of persons with other career pursuits enhances the likelihood that potential conflicts of interest will arise. You state that teachers are asked to pass judgment on education bills, farmers scrutinize agricultural bills, lawyers consider tort reform initiatives and private business owners pass judgment on unemployment and workers compensation measures.

You state that you have reviewed the rules on conflicts of interest that exist in the state's ethical practices laws. In your view those rules appear to be somewhat ambiguous. You ask the Board to answer the following questions:

QUESTION

ONE

Does your relationship with United create a conflict of interest that would require that you abstain generally from voting on health care issues that come before the legislature?

OPINION

No. There is no automatic conflict of interest under Minn. Stat. § 10A.07 when a legislator is required to take an action or make a decision involving legislation of general application to the legislator's business or profession. Rather, the legislator must examine each matter on a case by case basis by reviewing the specific action or decision to be taken and determining its effect on the legislator's financial interests or those of an associated business.

To determine whether there is a potential conflict of interest requiring disclosure under Minn. Stat. § 10A.07 (1990), the Board suggests the following analysis:

A). Will the action or decision substantially affect the legislator's financial interests or the financial interests of the legislator's associated business?

If the answer is no, then no conflict exists under Minn. Stat. § 10A.07. answer is yes, consider question B.

B). Is the effect on the legislator greater than on other members of the legislator's business classification, profession, or occupation?

If the answer is no, then no conflict exists. If the answer is yes, then the legislator must follow the disclosure provisions of Minn. Stat. § 10A.07 (1990).

A legislator is not required to file a potential conflict of interest notice in a case involving legislation of general application to the legislator's business or profession. For example, a lawyer should ordinarily not be required to file a conflict of interest notice in a case of probate reform law where other lawyers would be similarly affected in essentially the same manner as the legislator. A legislator who owns a small business should not be required to abstain from voting on an omnibus tax bill simply because the legislator's business is subject to taxation. Similarly a legislator who is a high school teacher should not be required to abstain from voting on an omnibus education funding bill simply because the bill appropriates funds for secondary education. In these instances, the profession, occupation, or associated business of the legislator has been disclosed in the required Statement of Economic Interest under Section 10A.09, thereby providing public disclosure of the general interests.

QUESTION TWO

Does your relationship with United create a conflict of interest that would require that you abstain from voting specifically on the Health Care Access Bill, H.F. 2, as passed by the Legislature in 1991?

OPINION

No. To reach this conclusion the Board reviewed a description of the major features and a summary of the Health Care Access Bill, H.F. 2, as passed by the Legislature in 1991, together with comments by Lois Quam, chair of the Minnesota Health Care Access Commission; analysis by Senator Mondale of the financial effect on United HealthCare as opposed to other similarly-situated businesses in Minnesota; and comments by Tom Ehrlichmann, legislative assistant, Health Care Access Division of the Minnesota Senate. The Board applied the analysis discussed under Question One, above.

Senator Mondale is an independent contractor who is "of counsel" to United. Senator Mondale states that his relationship with United is his major source of income outside of the Legislature and that he considers United to be an "associated business" of his, requiring disclosure under Section 10A.09.

Based on the information provided to the Board, it is the Board's opinion that Senator Mondale's action or decision regarding H.F. 2 would not substantially affect his financial interests. The Board found that Senator Mondale's action or decision regarding H.F. 2 either would not substantially affect the financial interests of United or would not have any greater effect upon Senator Mondale than on others of his business classification, because it appears that United is not the only company providing management or administrative services to health care carriers in Minnesota. The Health Care Access Bill, H.F. 2, as passed by the Legislature in 1991, appears to have a broad effect on all health care carriers.

Although the Board is Minn. Stat. § 10A.02, potential conflict of other public official issuing this advisory opinion pursuant to its authority under subd. 12, the ultimate determination of the existence of a interest requiring disclosure rests with the legislator or or local official charged with making the decision.

Issued: 2/11/1992
William Heaney, Chair

State of Minnesota

Campaign Finance and Public Disclosure Board

190 Centennial Building . 658 Cedar Street . St. Paul, MN 55155-1603

THE FOLLOWING PUBLICATION DOES NOT IDENTIFY
THE REQUESTER OF THE ADVISORY OPINION, WHICH IS NON PUBLIC DATA
under Minn. Stat. § 10A.02, subd. 12(b)

RE: Potential conflict of interest for legislator.

ADVISORY OPINION # 325

SUMMARY

A specific vote, action, or decision by a legislator may create a conflict of interest under Minn. Stat. §10A.07. The occupation or profession of a legislator does not in itself create a conflict of interest.

FACTS

As a legislator, and therefore a public official as defined in Minnesota Statutes, Chapter 10A, you ask the Campaign Finance and Public Disclosure Board (the Board) for an advisory opinion based on the following facts:

In addition to being a legislator, you hold an appointed position with a Minnesota municipality.

You serve as the Chair of a legislative committee that may deal with issues or appropriations that directly affect your financial interests, or those of your employer.

Hypothetically, a specific issue or appropriation could benefit you or your employer more than other individuals in the same occupation, and therefore create a potential conflict of interest under Minn. Stat. §10A.07.

ISSUE

Does the potential conflict of interest provision in Minn. Stat. § 10A.07 prevent a public employee from serving in the state legislature?

OPINION

No. Any potential conflict of interest is created by specific votes, actions, or decisions that a legislator may need to take in regard to a given piece of legislation. Potentially the occupation or affiliated business of any legislator may create a conflict of interest under Minn. Stat. § 10A.07. The statute does not try to preempt potential conflicts of interest by preventing the members of certain occupations or professions from serving in the legislature. A legislator employed by a local unit of government, in either an appointed or civil service capacity, will need to make the same specific evaluations of potential conflicts of interest when acting on legislation that a legislator employed in any other profession must make.

It is important to note that under Minn. Stat. § 10A.07 a potential conflict of interest arises only when a public official's votes, actions, or decisions would affect the financial interests of the official, or those of an associated business, in a manner that is greater than the effect on other members of the same occupation or profession. If a potential conflict of interest does occur, Minn. Stat. §10A.07 requires written disclosure of the conflict to the appropriate presiding officer of the body of service. At the legislator's request the body of service may excuse the member from voting or taking other action on the legislation in question.

This opinion is limited to interpretation of the conflict of interest provisions of Minn. Stat. § 10A.07. Your request indicates that you have concerns about the possibility of ethical issues or conflicts of interest in other statutes or rules. Questions not related to Chapter 10A are not within the purview of the Board, and the Board may not express any opinion on them.

Issued: 2/20/2001

Wil Fluegel, Chair

Campaign Finance and Public Disclosure Board

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Rush City

Thursday, March 1, 1979 — ECM POST-REVIEW, North Branch, MN. 55056 — Page 11

Ethics board dismisses complaint

ST. PAUL. — The State of Minnesota Ethical Practices Board has dismissed a complaint filed by Roy Carlson against District 14A Rep. Doug Carlson.

The complaint filed on Dec. 29, 1978 by Roy Carlson alleged Rep. Carlson failed to file a conflict of interest notice as required by Minnesota state law.

Roy Carlson was Rep. Carlson's DFL opponent in last year's state election. Rep. Carlson, an Independent Republican, soundly defeated Roy Carlson.

ROY CARLSON charged that during his 1977-78 term in the House of Representatives, Rep. Carlson was in conflict when he voted appropriations for the Willow River Camp pursuant to a contract of consultant services with Independent School District No. 576, Sandstone.

Some appropriations were subsequently used to make improvements to a building in Sandstone. The building, commonly known as the Creamery Building or the

Old Land 'O Lakes Building, is owned by Rep. Carlson.

Roy Carlson charged that Rep. Carlson failed to disclose his interest in the building during any legislative consideration of the appropriations. Roy Carlson further charged that, according to law, Rep. Carlson was required to make reports of conflict of interest.

On Jan. 2, a copy of the complaint was forwarded to Rep. Carlson, indicating that the complaint would be referred to the board at its

next executive session. Rep. Carlson was also given an opportunity to submit any written comment, or appear before the board.

THE BOARD met in executive session on Jan. 19 to review the complaint.

Based on information contained in the public record and upon information presented to the board by Roy Carlson and by Rep. Carlson, the board ordered dismissal of the complaint.

The board ruled that Rep. Carlson supported the appropriations by votes on May

23, 1977. The Department of Corrections entered into a consultant agreement with the Independent School District No. 576 on June 17, 1977.

The board in its final explanatory statement said: "That no evidence was presented to the board establishing that Rep. Douglas Carlson knew, at the times he voted for the Department of Corrections 1977 Appropriation Bill, that the 1977 appropriation to the Department of Corrections would be partially expended in a contract with School District No. 576 and then used, in part, by the school district to modify his building for use in the Willow River training program."

Further commenting, the board unanimously concluded that Rep. Carlson "was not in a conflict of interest situation at the time he supported and voted for the Department of Corrections Appropriation Bill during the 1977 Session, that there is no probable cause to believe that a violation of Minn. Stat. 10A.07 has occurred, and orders that the complaint of Mr. Roy Carlson be dismissed."

Rep. Carlson's legislative district includes Pine, Carlton, Chisago and St. Louis counties. The only part of Chisago County represented by him is Nessel Township.

Ethics charge is dismissed

The state Ethical Practices Board voted unanimously Friday to dismiss a conflict-of-interest allegation brought by former state Rep. Roy Carlson, DFL-Pine City, against Rep. Doug Carlson, I-R-Sandstone.

The I-R lawmaker defeated DFLer Carlson in the Nov. 7 election.

The Pine City man alleged that Carlson had a conflict of interest when he voted for the \$1.8 billion school aid bill in 1977, because the Sandstone School District used state aid to rent a building owned by Rep. Carlson.

Carlson has rented a former creamery building to the school district for \$1 a year. He told the board he did not know the Sandstone School District wanted to rent his building when he voted for the school aid bill. 3-3-79

The board's executive director, B. Allen Clutter, said the complaint was dismissed on the grounds that it was "frivolous and without merit."

979 *Tribune* 5A

Complaint against lawmaker dismissed

Tribune News Services

The state Ethical Practices Board Friday unanimously dismissed a conflict-of-interest allegation brought by former state Rep. Roy Carlson, DFL-Pine City, against Rep. Doug Carlson, I-R-Sandstone.

It was the second conflict of interest charge Roy Carlson has made this year against Doug Carlson, and the second dismissed by the board.

Roy Carlson also caused Doug Carlson to be investigated by a Pine County grand jury on a charge that he violated the state Fair Campaign Practices Act by distributing balloons during his campaign. That allegation was also dismissed.

Roy Carlson has stated repeatedly that he has no personal grudge against Doug Carlson, who beat him in the November election. He has said he made the allegations against his political rival because he felt it was his duty as a citizen to bring to light what he considered were conflicts of interest.

In the most recent allegation, Roy Carlson said that Doug Carlson had a conflict of interest when he voted for the \$1.8 billion 1977 school aid bill. In that bill, \$18 million was appropriated for vocational education. Some of that money, Roy Carlson alleged, was used to improve Doug Carlson's property.

The Sandstone School District has, for several years, had the rent-free use of a building owned by Doug Carlson, who had used the former creamery building as a veterinary clinic. The school's vocational education cooperative uses it for shop classes.

Roy Carlson has maintained that the school district, and the Willow River Corrections Facility, which also holds shop classes there, have made expensive improvements to the building. He has said Doug Carlson will benefit from the improvements when he takes back his building.

Carlson continued on page 8A

Carlsons

Continued from page 5A

In dismissing the charge, the ethics board found that when he voted on the school aid bill, Doug Carlson did not know that his local school might spend some of the dollars on his building.

Doug Carlson has said that he loses money by letting the school and the prison use his building rent-free, and that any improvements made will be of no value to him because he will not operate the building as an industrial arts shop. Also, he has said, most of the improvements that were made are portable and will be removed when the shop programs leave the building.

The board's executive director, B. Allen Clutter, said Roy Carlson's complaint was "frivolous and without merit."

Elizabeth Ebbott of White Bear Lake, a member of the board, said the board was concerned that in cases like this the complaint procedure was used for harassment.

On other matters, the board was told that the Beltrami County sheriff's office will attempt to deliver a notice to Red Lake Tribal Council officials that the council must register as a political organization.

The tribal council spent more than \$100 on a newspaper advertisement supporting political candidates in the general election and thus falls under the registration provision of state law.

MNA Clipping Bureau

ASKOV AMERICAN

14A

Readers' Column

137 WELCOMES INVESTIGATION

Editor, Askov American:

Roy Carlson has raised the question as to whether our democratic system works. Part of that system is called an election, and Roy Carlson was elected state representative over Doug Carlson four years ago by 5,351 votes to 5,024 votes. Two years later he decided he didn't want to be a representative for the district. He had his sights set higher and thought he'd run for the state Senate. That plan fell through.

Last year Roy Carlson decided he wanted to be the elected representative of this district again, against his own DFL party wishes. In a district that is two-thirds DFL he was defeated by Independent-Republican Doug Carlson by 7,588 votes to 4,358 votes.

Since his defeat, Roy has decided to question whether our system works. The Grand Jury found no evidence to prosecute in the balloon case

and the Ethical Practices Board found no evidence of conflict of interest in the creamery building issue.

Unhappy with the outcome of the first two investigations, he has contacted the State Auditor requesting a full scale investigation on all moneys spent on the creamery building since 1974. Fearful of a coverup on the creamery issue, he has asked for, and I quote: "I feel that it is extremely important that we bring in someone like Leon Jaworski to investigate the expenditure of public moneys on Representative Doug Carlson's own personal property." The cost to the taxpayers for an investigation of this type would be many times greater than the actual money spent on the building to make it suitable for the vocational training program.

Doug Carlson would welcome

a complete investigation instead of the hearsay estimates, accusations and insinuations that have been prevalent in all of Roy Carlson's campaigns, regardless of whom he was opposing. Roy filed another complaint with the Ethical Practices Board charging that any time Doug voted in favor of any school aid bill, it was a conflict of interest. Again, the board ruled in Doug's favor.

What Roy will try to do next is anybody's guess. This type of harassment jeopardizes the entire district's representation by limiting Doug's legislative activities while defending himself against these charges. Perhaps this is Roy's purpose for the entire issue, or else he is just a sore loser.

ARNOLD SWANSON
Sandstone, MN

14A

Jan 20, 1997
Tribune

Conflict-of-interest complaint against Carlson is dismissed

Associated Press

The Minnesota Ethical Practices Board dismissed a conflict of interest complaint Friday against Rep. Doug Carlson, IR-Sandstone.

The board decided not to further investigate the complaint brought by former Rep. Roy Carlson, DFL-Pine City, who lost Nov. 7 to Doug Carlson.

The DFLer, who served in the House in 1975 and 1976, said his opponent had voted on legislation that may have affected his property.

Doug Carlson owns a creamery building in Sandstone that he had leased in September 1977 to the school district for \$1 per year. The school district, in cooperation with the state Department of Corrections, holds vocational-educational classes there for inmates of the Willow River Camp.

The question before the Ethics Board was whether Doug Carlson knowingly voted for a corrections appropriations bill that paid for improvements to his property.

The board said Doug Carlson should have filed a conflict of interest state-

ment with the House when he voted on the bill which contained vocational-technical funds.

Allen Clutter, the board's executive director, said the board found nothing to indicate that Doug Carlson used his position to benefit him financially.

Clutter said the board defined conflict of interest as situations in which a public official must make a decision that would substantially affect his financial interests in a matter greater than those with a similar business or occupation.

Read the **Tribune** every morning

MNA Clipping Bureau
PINE CITY PIONEER

Ethics board dismisses conflict of interest charges

14A

¹³⁷ The Minnesota Ethical Practices Board Friday dismissed a conflict of interest complaint brought against State Representative Doug Carlson.

The board met in executive session to review whether it should investigate a complaint alleging that Carlson, as a member of the House Appropriations Division of Health, Welfare and Corrections, had acted under a conflict of interest in voting on legislation that may have affected his property.

The complaint was brought by Roy Carlson who lost the election bid against Doug in November.

Carlson owns a former creamery building in Sandstone and has leased it to the local school district for \$1 per year. The school district, in cooperation with the Minnesota Department of Corrections, uses the building to conduct vocational education classes for inmates of the Willow River Camp.

The question before the Ethical Practices Board was whether Representative Carlson voted for a corrections appropriations bill that provided funds used for improvements to his property.

Allen Clutter, executive director of the Ethical Practices Board, said the board found nothing to indicate that Carlson used his position as a state legislator to benefit his private property.

"The board found no reason to conduct an investigation of the allegations and determined, upon information presented to it, that there was no potential conflict of interest," Clutter said.

In its deliberations, Clutter said, the Ethical Practices Board defined conflict of interest as a case in which a public official is required to make a decision that would substantially affect his financial interests in a manner greater than those with a similar business or occupation.

Complaints of unethical campaign practices look like nit-picking

Today's
editorial

There probably is no area of life that is more subject to the twisting of facts than political campaigns. For that reason, states pass ethical practices laws which try to keep some kind of truth standards and ethical procedures in election campaigning.

This is fine, but we have noticed of late in Minnesota and North Dakota that winners are being subjected to hair-splitting complaints. It takes the form, almost, of harassment, and cannot help but undermine the confidence of voters in the system.

For this reason, we were glad to see that Rep. Doug Carlson of Sandstone, Minn., was vindicated in some of the actions he has taken as a legislator and in his campaign for election.

Carlson, an Independent-Republican, was accused by his opponent in the 1978 election of breaking two state laws in his winning campaign: one requiring candidates to disclose conflicts of interest and the other prohibiting the giving away of items of value.

The basis for the latter complaint was that Carlson gave balloons to children during his campaign. A grand jury decided that the balloon-giving did not constitute an indictable offense.

The other complaint, alleging failure to reveal a conflict of interest, was directed to the State Ethical Practices Board which recently dismissed it. The complaint was based on the fact that Carlson owns a creamery building in Sandstone, and that he leased it to the school district for \$1 per year. The school district, in

cooperation with the state Department of Corrections, holds vocational-education classes there for inmates of the Willow River Camp. As part of the arrangement for "free" use of the space, the state did some painting and added a concrete support for heavy equipment needed in the classes.

The law provides a disclosure statement be filed if, in the course of his official duties a legislator would have to take an action or make a decision which would "substantially" affect his financial interests.

Well, Carlson, as a legislator voted for a bill which contained vocational-technical funds, thereby giving rise to the conflict of interest allegation.

The Ethical Practices Board threw out the complaint. Justifiably, we think.

In North Dakota a district court judge has taken under advisement a case alleging that North Dakota Supreme Court Justice Gerald Vandewalle violated state law in the 1978 election campaign by taping a political advertisement for television in the Supreme Court chambers.

In Vandewalle's defense, his attorney offered as evidence pamphlets and brochures used by other candidates for public office showing them in the Capitol or on its grounds.

Justice Vandewalle, an appointee of Gov. Arthur Link last July to fill a vacancy on the court, was certainly a member of the court when the pictures were taken.

A district court judge has the case under advisement and is expected to make a decision soon.

MNA Clipping Bureau

MOOSE LAKE
STAR-GAZETTE

JAN 21 1979

13 Two for two 14A

Rep. Doug Carlson was vindicated last week from charges brought by Roy Carlson. It was the second time recently that Roy accused Doug of illegal or unethical practices, and the second time Doug was cleared. What will Roy accuse Doug of next?

If you recall, Roy said several weeks ago that Doug had violated campaign practices laws by passing out balloons at the local county fairs. Then a couple of weeks ago Roy said Doug used his influence as a state legislator to have improvements made on a building the representative owned. The building was an old creamery, which Doug used as a veterinary clinic and now has allowed local school districts in Sandstone to use as a shop.

The state made some improvements on the building and Roy said that was wrong. But the state ethics board said it was not. Roy Carlson has every right to challenge Doug's victory. and, at least the second round of accusations were more well founded. Now it is time for Roy to accept the defeat to Doug he suffered last November. His actions are doing very little to help the DFL situation in the 14 district, a district solidly behind Doug Carlson.

MNA Clipping Bureau

MOOSE LAKE
STAR-GAZETTE

14A

JAN 25 1979

Rep.'s charges dismissed

¹³⁷
The Minnesota Ethical Practices Board Friday dismissed a conflict of interest complaint brought against State Representative Doug Carlson, (I.R. Sandstone).

The board met in executive session Jan. 19 to review whether it should investigate a complaint alleging that in 1977 and 1978, Rep. Carlson, as a member of the House Appropriations Division of Health, Welfare and Corrections, had acted under a conflict of interest in voting on legislation that may have affected his property. The complaint was brought by Rep. Carlson's opponent, Roy Carlson, who lost the election bid against Doug Carlson in November.

Rep. Carlson owns a former creamery building in Sandstone and has leased it to the local school district for \$1 per year. The school district, in cooperation with the Minnesota Department of Corrections, uses the building to conduct vocational education classes for inmates

of the Willow River Camp.

The question before the Ethical Practices Board was whether Rep. Carlson did knowingly vote for a corrections appropriations bill that provided funds used for improvements to his property.

Allen Clutter, executive director of the Ethical Practices Board, said late Friday that the board found nothing to indicate that Rep. Carlson used his position as a state legislator to benefit his private property. The board found no reason to conduct an investigation of the allegations and determined, upon information presented to it, that there was no potential conflict of interest.

In its deliberations, Clutter said, the Ethical Practices Board defined conflict of interest as a case in which a public official is required to make a decision that would substantially affect his financial interests in a manner greater than those with a similar business or occupation.

MNA Clipping Bureau
PINE CITY PIONEER

Letters
14A
B7
More on the creamery

To the editor:

A number of readers maybe interested in what has been discovered for the years 1977-78 as far as monies being spent on Rep. Doug Carlson's own Creamery Bldg. in Sandstone, Minnesota.

Robert Martin from Willow River who saw first hand what was being done to Rep. Doug Carlson's own building submitted a statement that "he estimates the value of the permanent improvements to be a minimum of (\$26,000)".

This was just for a two year period. How much has been spent on permanent improvements since 1974 at a minimum figure is something which is probably buried quite deep and an audit would never bring this out.

A big investigation of what was

spent from 1974 to the present would have to be conducted and I doubt that a Republican Administration would investigate indepth on a Republican Legislator.

Also, I have been told that Rep. Doug Carlson's brother sits on the local board that ok's the payments or is supposed to be watching the operation. Quite a cozy arrangement.

How can a public elected official review and vote on spending of public monies objectively when those funds are directly and indirectly used on the public officials own personal property?

This question was one of many which were submitted to the Ethical Practices Board that was not answered.

Sincerely,
Roy Carlson

MNA Clipping Bureau

HINCKLEY NEWS

APR 19 1977

Carlson Calls for End to Harassment

State Representative Doug Carlson today dismissed the series of complaints filed against him as a disservice to the voters of District 14A.

"The repeated complaints filed against me have gone on long enough," the Sandstone legislator said. "The Grand Jury and the Ethical Practices Board have ruled that there is no basis for these charges; that they are frivolous and that they were issued as personal harassment against me. Yet neither a ruling of "No Bill" from the Grand Jury, nor three dismissed charges from the Ethical Practices Board, have stopped Roy Carlson's continued attempts to discredit me at the taxpayers' expense.

A third conflict of interest complaint against Representative Carlson was dismissed by the Ethical Practices Board, Friday, March 30. All three complaints brought by his 1978 election opponent deal with the Sandstone Creamery Building that Representative Carlson owns and has allowed the East Central Vocational Cooperative Center to use, free of charge. The cooperative is composed of the three independent school districts and the Willow Creek Correctional facility.

Earlier this winter the Grand Jury issued a "No Bill" on a ridiculous charge that Representative Doug Carlson sought to bribe voters in District 14A by giving balloons to children during the 1978 campaign.

"The result of this continued badgering is a loss to the people of my district. I find myself using valuable time making appearances to answer these types of charges. This is time that I could be using to help the people of my district."

Representative Carlson said he has refrained from filing counter actions, although he has been urged to do so by his constituents.

"If I had fought these charges with the same intensity as they have been hurled against me, I would only be encouraging this little personal vendetta against me, and that would have only hurt my service to the people of my district."

Representative Carlson said that he has appreciated the support he has received from his constituents.

"I want to thank those of you who have stood by me. I have nothing to hide. I've offered the Ethical Practices Board to come and look at my tax statements, my papers, or anything else they want to see. But, because all the charges have been dismissed, they say they have no need to do that.

"I just want the people of my district to know that I'm fed up with this persistent harassment, that I appreciate their continued support, and that I want the complaints to stop so I can spend my time working for them.

**Minn. Stat. § 124D.11,
Revenue for a Results-Oriented Charter School**

Subdivision 4. Building Lease Aid

“When a charter school finds it economically advantageous to rent or lease a building or land for any instructional purposes . . . it may apply to the commissioner for building lease aid for this purpose.”

* * *

Subdivision 7. Use of State Money

“Money received from the state may not be used to purchase land or buildings. The school may own land and buildings if obtained through nonstate sources.”

Rep. Roxann Daggett
Chair, Ethics Committee
House of Representatives
State Capitol
St. Paul, Minnesota 55155

Re: Representative Jim Abeler

Dear Madame Chair:

I write this letter in response to recent conflict-of-interest allegations brought against Representative Jim Abeler. I have worked with Representative Abeler for 5 years and have managed properties for him, including the property leased by the Pact Secondary School. I also participated in the original lease negotiations and renegotiations for both the secondary and elementary school leases. I have first-hand knowledge of the lease events and speak to them today.

As president and owner of Wagner Investments & Management, I work closely with Representative Abeler, managing The Old Milk Factory building in Anoka. I represented the Abeler's at the lease negotiations for the secondary and elementary school buildings. I will explain the differences between the 1998 – 1999 leases and the 1999 - 2002 leases. For purposes of this discussion, I will refer to the former as the Original Leases and the latter as the Renegotiated Leases.

Under the Original Lease, Representative Abeler leased The Old Milk Factory's lower level to the PACT Charter School for \$5.40 per square foot in 1998. In 1999, the rent increased to \$5.50 per square foot. This is an increase of 1.8%. Under the Original Lease, the school leased 10,490 square feet. When the lease was renegotiated in 1999, the school increased the space that they leased to 13,450 square feet.

This additional space included a 2,600 square foot new-construction area and a 360 square foot main floor office space. The cost for the original 10,490 square feet did not change under the terms of the Renegotiated Lease. It remained \$5.50 per square foot. The overall cost per square foot went up, however, because the new construction and main floor office space commanded higher rent. This resulted in a \$0.41 per square foot increase. Under the Renegotiated Lease, the cost increases slightly each year – 3.4% in 2000 and 3.3% in 2001.

The numbers are similar at the elementary school. Under the Original Lease, the school paid \$5.67 per square foot in 1998 and \$5.82 in 1999. Under the Renegotiated Lease the cost stayed the same in 1999 at \$5.82 per square

foot. In 2000 the rent increased 3.3% to \$6.02 per square foot, and 3.4% in 2001 to \$6.23 per square foot.

If this is the whole story, you might ask, then why does the rent appear to increase dramatically under the Renegotiated Lease? The rent is higher under the Renegotiated Lease because the school added additional square footage as well as borrowed \$200,000 from the Abelers in 1999 and agreed to pay back the loan through the Renegotiated Lease Agreement.

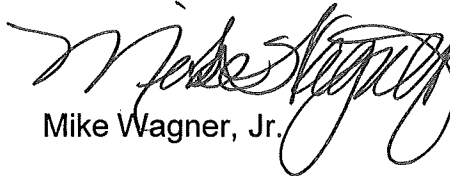
In mid-1999, the PACT Charter School board came to Representative Abeler and me and asked for money to make vital improvements. PACT did not feel that they could secure a loan on their own and asked the Abelers for help. I cautioned the Abelers that the loan was risky, but Representative Abeler's heart was with the school and he agreed to loan the money.

The Abelers loaned the school \$200,000 for improvements to the buildings and equipment. The PACT Charter School agreed to pay back the loan over three years at 10% interest. Among other things, this loan enabled the secondary school to build a Chemistry Lab and the elementary school to build a playground and renovate the gymnasium.

The Renegotiated Lease appears higher because it includes the loan amount and additional square footage. The attached chart shows that the loan amortization by itself accounts for 27% of the rent per square foot. Assuming the loan is paid back by June 30, 2002, the monthly rent will decrease accordingly.

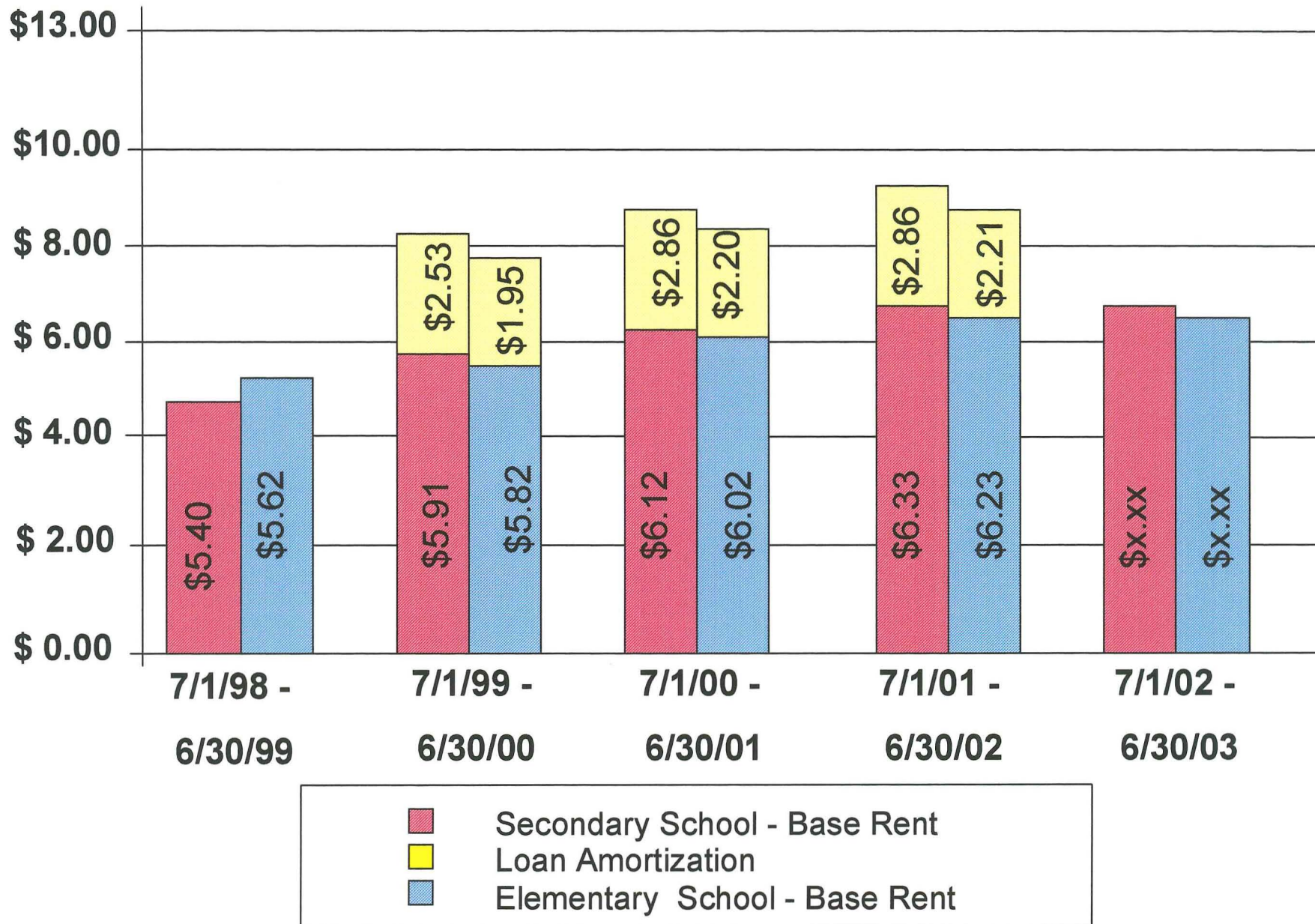
Let me say this plainly: the rent per square foot is artificially high because the school has combined the base rent cost with the loan amortization amount and the additional leased square footage. By the way, I participated in these lease negotiations and all parties agreed to this arrangement. I have also consulted Dennis Montague, an independent, certified, general appraiser, licensed with the state of Minnesota, who is very familiar with the Anoka commercial real estate market, and Mr. Montague determined that a competitive rent for Representative Abeler's buildings is \$10 to \$13 per square foot. This supports my personal opinion that Representative Abeler could be charging substantially more per square foot than he is, but has told me to keep the rents low for the PACT Charter School.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Wagner, Jr.", with a long, sweeping line extending from the end of the signature towards the right side of the page.

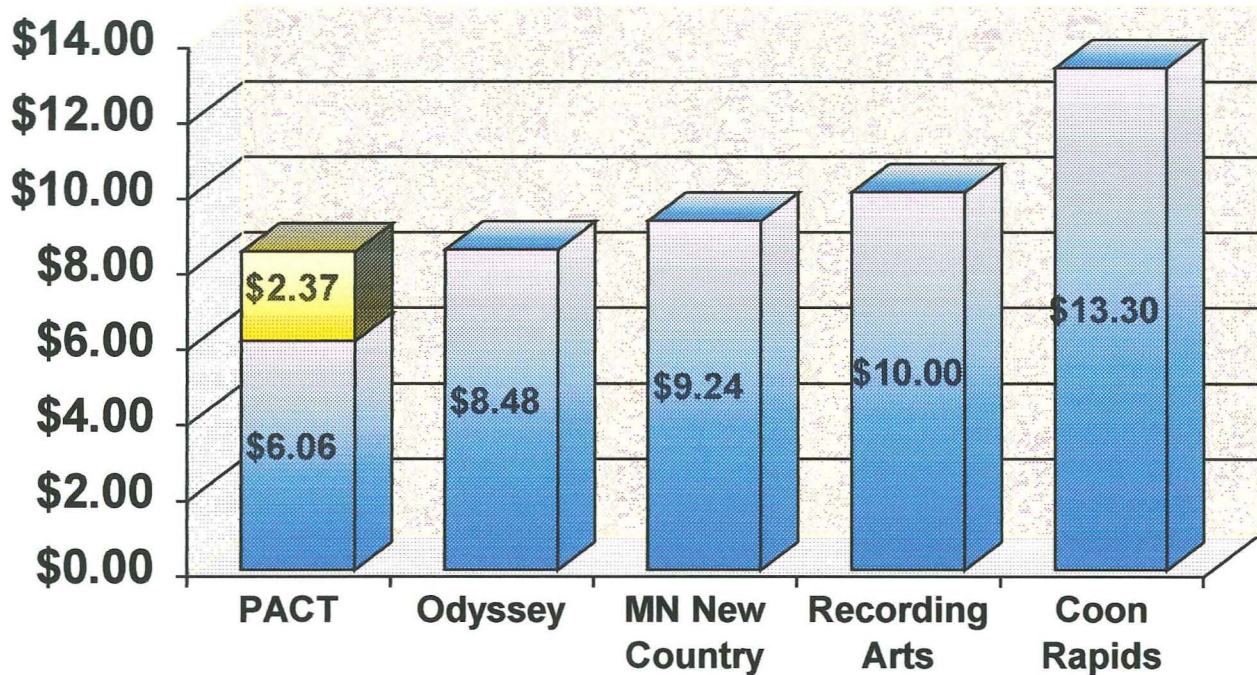
Mike Wagner, Jr.

Rent Per Square Foot: PACT Schools



CHARTER SCHOOL COMPARISON: Average Rent

Rent Per Square Foot



SCHOOL	EXPLANATION
Odyssey	\$8.48 per square foot from 1998 to 2005.
MN New Country	\$9.25 per square foot for fiscal year 2000.
Recording Arts	\$10.00 per square foot from 7/7/98 – 6/30/01.
Coon Rapids	\$13.30 per square foot from 7/15/99 – 7/14/02.
PACT	\$6.06 per square foot average from 7/1/99 – 6/30/02; \$8.43 per square foot average with loan amortization for same period.

Charter School Leasing Rates Per Square Foot

School	Location	Lease Term	\$ Rent /Square Foot/Year
4000 City Academy			
4001 Bluffview Montessori	Winona	7/1/98 – 6/30/00	5.50
4002 Toivola-Meadowlands	Meadowlands	7/1/97 – 7/1/98	square footage unknown \$89,180 for year
4003 New Heights	Stillwater	1997-98	square footage unknown \$62,500 for year
4004 Cedar-Riverside	Minneapolis	1997-98	8.41
4005 Metro Deaf	St. Paul	7/1/98 – 9/30/05	square footage unknown \$123,750 1 st two years
4006 Skills for Tomorrow	Minneapolis	7/1/97 – 6/30/98	10.09
4007 Minn New Country	Henderson	fiscal 2000	9.24
4008 PACT	Anoka	7/1/98 – 6/30/00	1 st year 5.40 2 nd year 5.50
4010 Frederick Douglass			
4011 New Visions	Minneapolis	7/1/98 – 6/30/99	10.56
4012 Emily	Emily	7/1/98 – 7/1/99	square footage unknown \$ 40,646.76 for year
4014 Right Step	Minneapolis	1998-99 fiscal year	12.35
4015 Community of Peace	St. Paul	1997-98 school year	4.00
4016 World Learner	Chaska	1998 fiscal year	8.57
4017 Minn Transitions	Minneapolis	1999 fiscal year	square footage unknown \$ 92,256 for fiscal year
4018 Acorn Dual Lang	St. Paul	7/1/98 – 6/30/99	square footage unknown \$51,414 for year
4019 St. Paul Family Learn	St. Paul	1999 fiscal year	11.50
4020 Duluth-Edison	Duluth	1999 fiscal year	3.17
4021 Village School	Northfield	7/1/98 – 6/30/99	9.26
4022 Central Deaf	St. Cloud	6/1/97 – 5/31/99	12.00 1 st year 12.38 2 nd year
4023 Success Academy	St. Paul	1998 fiscal year	square footage unknown \$420,000 for year
4024 Summit School Arts	Chisago City	1998 fiscal year	6.42
4025 Cyber Village	Minneapolis	7/1/99 – 6/30/04	11.30, 12.55, 14.56, 14.96, 15.36
4026 ECHO	Echo	7/1/98 – 6/30/99	square footage unknown \$24,000 for year
4027 Higher Ground	St. Paul	6/1/99 – bonds repaid	square footage unknown 1 st year - \$320,711.11
4028 Eci Nompa Woonspe			
4029 New Spirit	St. Paul	7/1/99 – 6/30/07	1 st year, 9.23
4030 Odyssey	Brooklyn Park	7/1/98 – 6/30/05	8.48
4031 Minn Technology	St. Paul	fiscal year 1999	11.50
4032 Harvest Preparatory	Minneapolis	8/1/98 – 8/1/99	8.00
4033 Peaks-Pillager	Pillager	1999-2000	competitive = 10.00
4034 Learning Adventures	St. Paul	fiscal year 1999	11.50
4035 Concordia	St. Paul	fiscal year 1999	8.00

Charter School Leasing Rates Per Square Foot

4036	Face to Face	St. Paul	8/16/98 – 8/15/09	9.53
4037	Skills for Tom Jr.	St. Paul	1998-1999	square footage unknown \$61,875 for year
4038	Sojourner Truth			
4039	Recording Arts	St. Paul	7/7/98 – 6/30/01	10.00
4040	Mesabi (Hughes)		9/4/98 – 12/31/98	5.00
4041	Opportunities Learn			
4042	Twin Cities Academy	St. Paul	7/1/98 – 6/30/01	square footage unknown \$150,000 2 nd & 3 rd years
4043	Math & Science Academy	Minneapolis	9/1/97 – 8/31/99	square footage unknown \$ 36,000 per year
4044	Heart of the Earth	Minneapolis	7/1/99 – 6/30/00	10.78 (mine) 11.50 (nominal)
4045	PEAKS – Osakis			
4046	PEAKS – Duluth			
4047	PEAKS – Dundas			
4049	Coon Rapids	Coon Rapids	7/15/99 – 7/14/02	13.30
4050	Lafayette			
4051	Hanska			
4052	Four Directions			
4053	North Lakes	Forest Lake	8/1/99 – 7/31/04	17.74 1 st year
4054	La Crescent	La Crescent	1999-2000 school year	12.00
4055	Nerstrand			
4056	Roch Off-Campus			



MEMORANDUM

To: THE HONORABLE MEMBERS OF THE
HOUSE K-12 EDUCATION FINANCE COMMITTEE

From: CINDY LA VORATO
Assistant Commissioner, Management Services

TOM MELCHER
Manager, Program Finance

Date: March 6, 2000

Subject: Administration of Charter School Building Lease Aid Program

Several charter school bills are being considered. To facilitate your understanding of charter school issues, we are providing the following information as an overview of the criteria used to evaluate the applications, the issues encountered and the current status of lease aid payments.

STATUTORY CRITERIA.

A. Lease and facility information. Minn. Stat. {124D.11 subd. 4 (Sup. 1999) provides the basis upon which lease aid may be paid to charter schools. That statute states: "Criteria for aid approval and revenue uses shall be as defined for the building lease levy in section 126C.40, subdivision 1, paragraphs (a) and (b)."¹

Therefore, CFL staff use Minn. Stat. {126C.40, subdivision 1, paragraphs (a) and (b) when reviewing charter school applications for lease aid. That statute provides as follows:

Subdivision 1(a). "An application ... under this subdivision must contain:

- Financial justification for the proposed levy" (in this case, lease aid);
- "The terms and conditions of the proposed lease" (to help evaluate this, CFL asks for a description of what is included in the monthly rental rate, i.e., utilities, and

¹ The statute also provides that "the amount of building lease aid per pupil unit served for a charter school for any year shall not exceed the lesser of (a) 90 percent of the approved cost or (b) the product of the pupil units served for the current school year times \$1,500."

janitorial services; who is responsible for maintenance and repairs; and a copy of the lease agreement, including whether it contains a termination clause);

-“A description of the space to be leased, and its proposed use”(to evaluate this criteria, CFL will be asking for a floor plan; total instructional square footage; whether the charter school has exclusive use of the space; and for photos of the space, if available).

Subd. 1(b). “The criteria for approval of applications to levy (in this case, lease aid) under this subdivision must include:

- The reasonableness of the price;
- The appropriateness of the space to the proposed activity;
- The feasibility of transporting pupils to the leased building or land;
- Conformity of the lease to the laws and rules of the state of Minnesota;
- The appropriateness of the proposed lease to the space needs;
- The financial condition of the district (in this case, charter school).
- The commissioner must not authorize a levy (in this case, lease aid) under this subdivision in an amount greater than the cost to the district (in this case, charter school) of renting or leasing a building or land for approved purposes.
- The proceeds of this levy (in this case, lease aid) must not be used for a custodial or other maintenance services.”

B. Health and safety information. Minn. Stat. {124D.10 subd. 10 (1998 and Supp. 1999) also requires that “(a) charter school shall meet all applicable state and local health and safety requirements.” Consequently, CFL has viewed several charter school facilities and requested information about compliance with health and safety codes. CFL staff has recommended that, for FY 2001 and forward, a charter school lease aid applicant should document compliance with fire safety codes, have an asbestos inspection, demonstrate compliance with OSHA codes and meet applicable state and federal accessibility codes.

HOW HAS CFL IMPLEMENTED THESE REQUIREMENTS?

Attached is a copy of the letter we sent charter schools last summer (Attachment 1), which provides the statutory requirements discussed above and asks that these standards be met in the letter of application. We also asked for a copy of the lease agreement, if it had not been previously provided.

The statute also requires that CFL evaluate a lease in “consultation with the department of administration....”² (Minn. Stat. {124D.10 subdivision 17 (1998)). To be prudent, CFL has forwarded all leases to the Department of Administration for its review and evaluation as well. That Department has supplied CFL with an evaluation of all lease agreements they received.

² “A charter school may lease space from a board eligible to be a sponsor or other public or private nonprofit nonsectarian organization. If a charter school is unable to lease appropriate space from an eligible board or other public or private nonprofit nonsectarian organization, the school may lease space from another non-sectarian organization if the CFL, in consultation with the Department of Administration, approves the lease.”

WHAT ARE SOME OF THE ISSUES IN CHARTER SCHOOL LEASE AID APPROVAL?

In many cases, charter schools lease buildings from individuals or corporations with close ties to the charter school. For example, one charter school leases a hobby farm from the school's founder and has asked for lease aid from the state to help finance the transaction. In other cases, officers or board members of the charter school are also officers or board members of the corporation from which the school leases its building. These type of transactions raised concerns because of the statutory requirement that CFL evaluate the "reasonableness of the price" of the lease (Minn. Stat. { 124D.10 and section 126C.40, subdivision 1(b)).

Attachment 2 briefly outlines the lease aid applications received. Several raised concerns because of the close ties between the lessor and the charter school lease aid applicant.

When staff brought these concerns to our attention last summer, we met with the Attorney General's Office to determine whether there was any way to evaluate whether such arrangements were, in fact, arms length transactions. Because charter schools are non-profit entities subject to the requirement of chapter 317A, and because section 124D.10 requires that any lease "conform to the laws and rules of the state of Minnesota", the Attorney General's Office suggested that charter schools provide information indicating compliance with the provisions of non-profit statute pertaining to conflicts of interest. Based on that advice, we also asked charter schools to provide the information required in chapter 317A.225 (1998). This includes:

- A copy of the Board's conflict of interest policy; minutes of the board's consideration of the proposed lease;
- Whether any board members have a financial or other interest in the lease, and a full disclosure of that interest; and
- Chapter 317A requirements for full disclosure when a board member does have a financial interest.

In situations where the checks and balances inherent in arms length transactions are not present, it has sometimes been necessary to request additional information to ensure that the price is reasonable and the space is appropriate. In some cases, this has resulted in delays in processing applications.

HOW IS LEASE AID PAID?

After the review process is completed, the request is approved, approved with modifications, or additional information is requested. The charter school is notified of CFL's decision and the annual aid entitlement is loaded to the Department's aid payment system (IDEAS). Attachment 3 is a table showing the status of each application received for FY 2000. Thirteen applications were approved on September 30, and the first payments went out on October 15. Two more schools received their first payments on October 30, with four more added on November 15, two on November 30, two on December 15, four on January 30, three on February 15 and ten will receive payment on February 29. Applications from four schools are still being processed. Because of rapid growth in the number of charter schools and the cost of

the leases, charter school lease aid is currently being prorated at 50 percent. Beginning with the February 29 payment, the proration factor will be reduced to 43.5 percent.

Another issue arising in the administration of this program is the state aid payment schedule. Minn. Stat. § 124D.11, subdivision 9, paragraph (a), provides as follows:

(a) Notwithstanding section 127A.45, subdivision 3, aid payments for the current fiscal year to a charter school not in its first year of operation shall be of an equal amount on each of the 23 payment dates. A charter school in its first year of operation shall receive, on its first payment date, ten percent of its cumulative amount guaranteed for the year and 22 payments of an equal amount thereafter the sum of which shall be 90 percent of the cumulative amount guaranteed.

In past years, CFL's policy in administering this law had been to compute the cumulative percentage of the payments due each pay period, and make payments so that the school's cumulative receipts through the payment period would equal the cumulative amount due. If aid entitlements increased during the year, there would be a catch-up payment, and if they decreased, the full amount of the overpayment would be recovered right away. At the request of members of the charter school community, CFL reexamined this procedure this fiscal year, and began an alternative approach that spreads the remaining aid equally over the number of payments remaining in the fiscal year. This has the effect of slowing down aid payments for schools with an increase after the start of the fiscal year, and slowing down the recovery of overpayments from those with decreases. Initially, this new approach was used with the charter school building lease aid payments. However, when it became clear that this approach created serious cash flow problems for charter schools with late approval of building lease applications, the policy was reversed, and these schools now receive a catch-up payment when the lease is first approved.

CFL is working to improve the timeliness and accountability of the charter school building lease approval process for next year.

Please let us know if you would like additional information.

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May 8, 2001

Rep. Roxann Daggett
Chair, Ethics Committee
House of Representatives - State Capitol
St. Paul, Minnesota 55155

Dear Madame Chair:

I understand that your committee is examining conflict of interest allegations brought against Representative Jim Abeler. As an educator, researcher and parent, I am very concerned about this issue. Before making a few comments, here's some brief background information on how I form opinions.

For what it's worth, I have been an inner city public school teacher and administrator. I've taught classes at the Humphrey Institute for a decade on Minnesota legislative process, and have been invited by committee chairs of both parties to testify. Legislators in 21 other states also have invited me to testify. In 1985, the National Governors' Association asked me to coordinate a project about what governors should do to help improve the nation's public schools, colleges and universities.

I am a strong supporter of public school choice laws, including charter public schools. In 1996, the *American School Board Journal* named a book I wrote published that year about charter schools one of the 7 "must read" books for school board members.

Expanding opportunity, as Post-Secondary Options, Area Learning Centers, open enrollment, and charter schools have done, has helped many students, families and educators. No reform is perfect - but these have produced many benefits. While there are some problems - on balance, families are better off having options within public education.

My research and testimony has been on many subjects, not just public school choice. Our research and service have been funded by many groups, including the Blandin, Gates, Rockefeller, and Annenberg Foundations. Our Center has conducted research, and legislators have asked me to testify about many issues, including dealing with teacher shortages, promoting greater family involvement, improving and assessing student achievement, and other issues.

Since 1985, I have been involved as a scholar, researcher and participant in state legislative policies.

I have watched many times as public school teachers serving as state legislators have voted for higher appropriations for k-12 education. They know that this will lead to higher salaries. I've seen farmers who are legislators vote for programs they know will provide funds to farmers. I could go on with various occupations, citing legislators who can benefit from appropriations and have voted for them. Within the context of Minnesota legislative procedure, my conclusion is that this complaint is groundless.

Unfortunately, the Minnesota Legislature has refused to allow charter schools to buy buildings or property with state aid. The Legislature only permitted charter schools to lease buildings or property with state aid after a long struggle.



The original 1991 legislation authorizing charter schools did not have any appropriation for lease aid. A Humphrey Institute graduate student did a study several years ago showing charter schools received \$1000-2000 less per pupil than other public schools in their district. When the legislature reviewed this research, and discussed fairness, legislators agreed to authorize lease aid.

However, charter schools were still prohibited from using state per pupil aid to buy land or buildings. Across Minnesota, charter school landlords provided facilities for the education of Minnesota children attending charter schools.

We should be vigilant to insure that charter schools are not charged too much for leases. But my understanding is that the complaint against Representative Abeler is not that he charges too much. It appears he is charging less than market rate.

This year, the students attending the charter school Rep. Abeler helped found are performing better on the state's basic skills tests than students in traditional public schools in the same district. That strikes me as important.

Shouldn't we praise, rather than complain, about a person who has helped create a public school which appears to be serving students well?

Last week, in a column published by the *St. Paul Pioneer Press*, *Rochester Post Bulletin*, *Duluth News Tribune*, and *Hibbing Tribune*, I urged legislators to conclude their business earlier. This will shorten the time parents, teachers, students and school board members have to wait to finalize budgets.

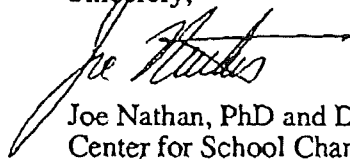
It seems to me that the complaint against Representative Abeler is taking time which legislators could better spend concluding their business. Until all Minnesota legislators are prohibited from voting for anything that could financially benefit them, I don't think this kind of complaint has merit.

It is so easy to attack others. Please praise people who are helping to create and maintain public schools which are improving achievement, and helping students develop strong skills.

You know there are powerful, well-funded interests eager to eliminate Post-Secondary Options, charter schools and other public school choice options. They've written about this, spoken about it, and pressured legislators to reject or limit these programs. Fortunately, a majority of legislators - and legislators from both parties - have put families and students first. These programs have expanded.

As a constructive participant in these efforts, Representative Abeler deserves praise, not criticism. Please reject this complaint. Thank you for considering this letter.

Sincerely,



Joe Nathan, PhD and Director
Center for School Change



2000/2001



District Results

District Results

District: ANOKA-HENNEPIN (0011-01)

Date of Test: February 2001



Notes on who is included/excluded

Grade 8 Test Score Information	Reading	Mathematics
Percent of Grade 8 Students At/Above Scale Score 600	84%	74%
Average Score for All Students Tested (To view demographics of students in this category, click on the highlighted text.)	34 of 40	55 of 68
Average Score for All Students Enrolled As of Jan. 1 of the Prior Year	34 of 40	56 of 68
Average Score Not Including LEP Students	34 of 40	55 of 68

Grade 8 Test Participation Information	Reading	Mathematics
Number of Students Enrolled On Day Of Test	3169	3169
No. of Students Tested	3055	3062
No. of Students Absent	78	75
No. of Students Not Tested	114	107

Other District Information

Continuous Improvement Page	Grade 9-12 Test Results
K-12 Demographic Information	

LIST OF GRADE 8 TEST SITES

- BELL CENTER(467)
- BLAINE ACE(811)
- CHAMPLIN ACE(807)
- CHAMPLIN PARK SR.(192)
- COON RAPIDS ACE(810)
- COON RAPIDS MIDDLE(004)
- FRED MOORE MIDDLE(003)



2000/2001



District Results

District Results

District: **ANOKA-HENNEPIN (0011-**
 Date of **February 2001**

K-12 Information

Shows Percentage of Students District Wide in Each Category

LEP	2%
Special Education	11%
Free/Reduced Lunch	15%
Mobility Index (Inter/Intra)	11%
Drop Out Rate	3%
PK-12 Operating Expenditure Per Pupil	\$6353
Total Operating Expenditure Per Pupil	\$8031
Total Students Enrolled Grade 8 (Oct. 1st)	3179
Total Students Enrolled Grade 9-12 (Oct. 1st)	12625
Total Students Enrolled Grade K-12 (Oct. 1st)	40774

Source: Data provided by the Minnesota Department of Children, Families & Learning. See Data Definitions Below for Data Years. Data is based on all students enrolled in the district.

Definitions of K-12 Profile Information

[State Results](#) | [District/School Results](#) | [Non-Public School Results](#)
[Graduation Standards](#) | [CFL](#)



2000/2001



District Results

District Results

District: PACT CHARTER SCHOOL (4008-07)



Date of Test: February 2001

Notes on who is included/excluded

Grade 8 Test Score Information	Reading	Mathematics
Percent of Grade 8 Students At/Above Scale Score 600	86%	80%
Average Score for All Students Tested (To view demographics of students in this category, click on the highlighted text.)	35 of 40	56 of 68
Average Score for All Students Enrolled As of Jan. 1 of the Prior Year	34 of 40	57 of 68
Average Score Not Including LEP Students	35 of 40	56 of 68

Grade 8 Test Participation Information	Reading	Mathematics
Number of Students Enrolled On Day Of Test	31	31
No. of Students Tested	29	30
No. of Students Absent	0	0
No. of Students Not Tested	2	1

Other District Information

Continuous Improvement Page	Grade 9-12 Test Results
K-12 Demographic Information	

LIST OF GRADE 8 TEST SITES

PACT CHARTER SECONDARY(030)

[State Results](#) | [District/School Results](#) | [Non-Public School Results](#)
[Graduation Standards](#) | [CFL](#)



2000/2001



District Results

District Results

District: **PACT CHARTER SCHOOL (4008-**
 Date of **February 2001**

K-12 Information

Shows Percentage of Students District Wide in Each Category

LEP	0%
Special Education	16%
Free/Reduced Lunch	11%
Mobility Index (Inter/Intra)	19%
Drop Out Rate	%
PK-12 Operating Expenditure Per Pupil	\$
Total Operating Expenditure Per Pupil	\$
Total Students Enrolled Grade 8 (Oct. 1st)	32
Total Students Enrolled Grade 9-12 (Oct. 1st)	90
Total Students Enrolled Grade K-12 (Oct. 1st)	317

Source: Data provided by the Minnesota Department of Children, Families & Learning. See Data Definitions Below for Data Years. Data is based on all students enrolled in the district.

Definitions of K-12 Profile Information

[State Results](#) | [District/School Results](#) | [Non-Public School Results](#)
[Graduation Standards](#) | [CFL](#)

Gender and Ethnicity by School - Grades PK-12 Fall Enrollment

Data Year: 00-01

District		American Indian		Asian/ Pacific Islander		Hispanic		Black		White		Total	Total	Total	Total
Num:Type/ Sch Num	District Name/ School name	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Minority	Total
2895:01 JACKSON COUNTY CENTRAL															
010	PLEASANTVIEW EL	0	0	0	0	1	0	0	0	89	82	90	82	1	172
045	SOUTHWEST A.L.C.	0	0	3	1	6	1	0	1	16	15	25	18	12	43
112	RIVERSIDE EL	1	0	13	8	2	1	0	3	175	158	191	170	28	361
113	JACKSON COUNTY CENTRAL SR.	0	0	7	12	1	2	0	0	220	204	228	218	22	446
115	JACKSON COUNTY CENTRAL	0	1	8	8	0	4	0	0	158	142	166	155	21	321
<i>District Totals for JACKSON</i>		1	1	31	29	10	8	0	4	658	601	700	643	84	1343
4000:07 CITY ACADEMY															
010	CITY ACADEMY	7	17	8	17	3	6	13	17	15	19	46	76	88	122
<i>District Totals for CITY ACADEMY</i>		7	17	8	17	3	6	13	17	15	19	46	76	88	122
4001:07 BLUFFVIEW MONTESSORI															
010	BLUFFVIEW MONTESSORI	0	0	4	2	0	0	0	1	95	73	99	76	7	175
<i>District Totals for BLUFFVIEW</i>		0	0	4	2	0	0	0	1	95	73	99	76	7	175
4003:07 NEW HEIGHTS CHARTER SCHOOL															
010	NEW HEIGHTS CHARTER SCHOOL	0	0	0	0	2	0	0	0	64	47	66	47	2	113
<i>District Totals for NEW HEIGHTS</i>		0	0	0	0	2	0	0	0	64	47	66	47	2	113
4004:07 CEDAR RIVERSIDE COMMUNITY															
010	CEDAR RIVERSIDE COMMUNITY	0	0	14	15	2	1	32	33	2	2	50	51	97	101
<i>District Totals for CEDAR RIVERSIDE</i>		0	0	14	15	2	1	32	33	2	2	50	51	97	101
4005:07 METRO DEAF CHARTER SCHOOL															
010	METRO DEAF CHARTER SCHOOL	0	0	0	1	2	3	0	1	32	36	34	41	7	75
<i>District Totals for METRO DEAF</i>		0	0	0	1	2	3	0	1	32	36	34	41	7	75
4006:07 SKILLS FOR TOMORROW															
010	SKILLS FOR TOMORROW	2	1	0	2	7	3	20	16	18	11	47	33	51	80
<i>District Totals for SKILLS FOR</i>		2	1	0	2	7	3	20	16	18	11	47	33	51	80
4007:07 MINNESOTA NEW COUNTRY															
010	MINNESOTA NEW COUNTRY	0	0	0	0	2	2	1	0	50	40	53	42	5	95
<i>District Totals for MINNESOTA NEW</i>		0	0	0	0	2	2	1	0	50	40	53	42	5	95
4008:07 PACT CHARTER SCHOOL															
010	PACT CHARTER SCHOOL	0	2	1	1	1	1	0	0	83	80	85	84	6	169
030	PACT CHARTER SECONDARY	1	0	0	2	1	0	0	0	80	64	82	66	4	148
<i>District Totals for PACT CHARTER</i>		1	2	1	3	2	1	0	0	163	144	167	150	10	317
4011:07 NEW VISIONS CHARTER SCHOOL															
010	NEW VISIONS CHARTER EL	5	4	0	1	3	2	46	27	46	38	100	72	88	172
<i>District Totals for NEW VISIONS</i>		5	4	0	1	3	2	46	27	46	38	100	72	88	172

Gender and Ethnicity by School - Grades PK-12 Fall Enrollment

Data Year: 00-01

District		American Indian		Asian/ Pacific Islander		Hispanic		Black		White		Total	Total	Total	Total
Num:Type/ Sch Num	District Name/ School name	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Minority	Total
0011:01	ANOKA-HENNEPIN														
001	ANOKA SR.	30	18	29	31	19	22	15	13	1472	1437	1565	1521	177	3086
002	COON RAPIDS SR.	14	17	29	44	12	17	41	29	1294	1284	1390	1391	203	2781
003	FRED MOORE MIDDLE	9	6	8	16	16	15	23	9	643	605	699	651	102	1350
004	COON RAPIDS MIDDLE	15	9	25	18	9	15	21	30	662	659	732	731	142	1463
006	JACKSON MIDDLE	10	5	88	62	10	12	59	60	633	602	800	741	306	1541
090	NORTHDAL E MIDDLE	9	11	8	20	9	10	20	22	608	567	654	630	109	1284
091	BLAINE SR.	21	26	39	36	19	29	17	27	1414	1338	1510	1456	214	2966
110	CROSSROADS ALTERNATIVE	3	8	2	0	4	5	5	3	74	66	88	82	30	170
121	SANDBURG MIDDLE	10	6	7	11	3	4	6	8	478	514	504	543	55	1047
192	CHAMPLIN PARK SR.	16	17	112	114	12	23	78	81	1289	1309	1507	1544	453	3051
193	OAK VIEW MIDDLE	6	8	8	14	4	3	3	6	602	583	623	614	52	1237
195	ROOSEVELT MIDDLE	9	4	26	18	13	13	19	17	717	653	784	705	119	1489
400	ADAMS EL.	4	1	7	3	3	3	16	29	234	252	264	288	66	552
401	CHAMPLIN EL.	1	2	5	3	4	4	14	18	225	183	249	210	51	459
402	CROOKED LAKE EL.	3	2	4	3	2	4	3	7	349	299	361	315	28	676
403	FRANKLIN EL.	3	2	4	3	3	3	15	23	201	218	226	249	56	475
404	HAMILTON EL.	0	5	6	2	1	3	11	19	224	221	242	250	47	492
405	HOOVER EL.	2	3	3	10	4	5	18	21	309	289	336	328	66	664
406	JEFFERSON EL.	1	4	5	6	3	4	8	8	331	302	348	324	39	672
407	JOHNSVILLE EL.	0	2	13	11	6	3	6	3	357	306	382	325	44	707
408	LINCOLN EL.	5	7	3	1	11	8	9	14	202	219	230	249	58	479
409	L.O. JACOB EL.	1	5	4	3	2	1	12	6	243	196	262	211	34	473
410	MADISON EL.	2	3	6	6	5	6	6	4	314	263	333	282	38	615
411	MCKINLEY EL.	4	0	12	3	3	6	1	0	474	415	494	424	29	918
412	MISSISSIPPI EL.	5	3	10	11	8	5	18	11	236	226	277	256	71	533
413	MONROE EL.	2	2	66	45	7	6	36	43	305	290	416	386	207	802
414	MORRIS BYE EL.	2	1	6	6	1	1	6	5	275	352	290	365	28	655
415	SORTEBERG EL.	1	2	7	6	5	5	10	16	229	225	252	254	52	506
416	RIVERVIEW EL.	2	2	12	12	7	4	10	5	231	241	262	264	54	526
417	SAND CREEK EL.	6	3	6	9	5	5	12	9	277	297	306	323	55	629
418	UNIVERSITY EL.	3	3	11	6	8	7	13	11	230	242	265	269	62	534
419	WASHINGTON EL.	5	2	0	3	0	1	3	3	205	220	213	229	17	442
420	WILSON EL.	2	2	3	6	10	7	16	2	257	266	288	283	48	571
421	EVERGREEN PARK EL.	4	4	53	57	2	9	50	59	174	170	283	299	238	582
422	EISENHOWER EL.	12	11	3	5	4	7	5	9	251	247	275	279	56	554
423	RAMSEY EL.	7	1	6	8	7	2	6	5	586	561	612	577	42	1189
424	DAYTON EL.	5	2	9	9	7	12	5	4	340	303	366	330	53	696
425	OXBOW CREEK EL.	2	2	12	7	2	3	7	4	429	380	452	396	39	848
426	ANDOVER EL.	2	2	3	11	3	2	5	4	830	773	843	792	32	1635
428	PETER ENICH KDG. CNTR.	1	1	1	6	1	4	9	5	176	159	188	175	28	363

Gender and Ethnicity by School - Grades PK-12 Fall Enrollment

Data Year: 00-01

District		American Indian		Asian/ Pacific Islander		Hispanic		Black		White		Total	Total	Total	Total
Num:Type/ Sch Num	District Name/ School name	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Minority	Total
0011:01 ANOKA-HENNEPIN															
429	PARK VIEW EARLY CHILDHOOD	0	2	4	3	1	0	3	5	179	183	187	193	18	380
434	CHAMPLIN PLAZA ALC	2	2	3	0	0	0	2	1	41	40	48	43	10	91
435	ANDOVER DOWNTOWN CENTER	2	0	1	1	0	1	0	0	32	26	35	28	5	63
436	THE BRIDGE	0	0	1	0	0	0	1	0	25	17	27	17	2	44
437	EARLY CHILDHOOD/SP. ED.	2	6	2	5	3	7	11	4	349	151	367	173	40	540
438	TEEN PARENT (NON RESIDENT)	0	0	0	0	0	0	0	0	0	2	0	2	0	2
464	ANTHONY LOUIS HOUSE	0	0	0	0	0	0	0	0	11	6	11	6	0	17
465	NEW CONNECTIONS	1	0	0	0	1	0	0	0	4	1	6	1	2	7
466	MERCY	0	0	0	0	0	0	0	0	3	3	3	3	0	6
467	BELL CENTER	4	1	0	0	1	0	4	0	53	4	62	5	10	67
468	TRANSITION PLUS	1	2	2	2	3	0	2	3	93	49	101	56	15	157
469	UNIVERSITY CREEK SITE	0	1	0	0	0	3	4	0	54	47	58	51	8	109
812	CROOKED LAKE ALC	2	1	1	1	1	0	0	0	57	29	61	31	6	92
975	CROSSROADS NIGHTS	0	0	0	0	0	0	0	1	12	14	12	15	1	27
<i>District Totals for ANOKA-HENNEPIN</i>		253	229	675	657	264	309	664	666	19293	18304	21149	20165	3717	41314
0012:01 CENTENNIAL															
164	CENTENNIAL SR.	13	20	25	20	10	15	9	8	896	871	953	934	120	1887
166	CENTENNIAL MIDDLE SCHOOL	11	15	11	5	7	6	10	6	783	772	822	804	71	1626
167	C.A.A.P.	1	2	0	0	1	0	0	1	39	24	41	27	5	68
510	CENTENNIAL EL	2	3	7	3	3	3	2	3	348	308	362	320	26	682
511	CENTERVILLE EL	0	0	2	3	1	6	2	2	495	467	500	478	16	978
512	GOLDEN LAKE EL.	3	0	6	7	6	6	3	5	341	310	359	328	36	687
513	RICE LAKE EL	1	3	5	6	1	3	4	3	444	431	455	446	26	901
518	ANOKA JUVENILE CENTER	4	1	0	0	2	1	2	2	79	26	87	30	12	117
<i>District Totals for CENTENNIAL</i>		35	44	56	44	31	40	32	30	3425	3209	3579	3367	312	6946
0013:01 COLUMBIA HEIGHTS															
016	COLUMBIA HEIGHTS SR.	13	7	22	26	21	15	39	53	329	322	424	423	196	847
017	CENTRAL MIDDLE	20	11	19	28	10	17	27	34	252	259	328	349	166	677
018	COLUMBIA HEIGHTS SR.ALC	4	2	1	0	2	1	3	5	37	17	47	25	18	72
515	HIGHLAND EL	10	13	22	22	27	25	30	33	172	157	261	250	182	511
517	NORTH PARK EL.	7	12	8	7	8	8	23	21	190	189	236	237	94	473
520	VALLEY VIEW EL.	9	6	13	8	9	3	15	16	167	161	213	194	79	407
813	EARLY CHILDHOOD	1	0	0	0	0	0	2	0	20	8	23	8	3	31
<i>District Totals for COLUMBIA</i>		64	51	85	91	77	69	139	162	1167	1113	1532	1486	738	3018
0014:01 FRIDLEY															
022	FRIDLEY SR.	5	8	26	16	6	12	22	20	340	334	399	390	115	789
023	FRIDLEY MIDDLE	13	8	18	16	13	7	27	26	335	325	406	382	128	788
546	HAYES EL.	3	2	11	8	4	2	17	15	189	191	224	218	62	442
550	STEVENSON EL.	8	6	5	8	7	6	23	22	194	171	237	213	85	450

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4000:07	CITY ACADEMY										
010	CITY ACADEMY	122	97	22	0	0	122	97	22	0	0
	<i>District Totals for CITY ACADEMY</i>	122	97	22	0	0	122	97	22	0	0
4001:07	BLUFFVIEW MONTESSORI										
010	BLUFFVIEW MONTESSORI	175	9	10	0	17	175	9	10	0	17
	<i>District Totals for BLUFFVIEW MONTESSORI</i>	175	9	10	0	17	175	9	10	0	17
4003:07	NEW HEIGHTS CHARTER SCHOOL										
010	NEW HEIGHTS CHARTER SCHOOL	113	30	15	0	35	113	30	15	0	35
	<i>District Totals for NEW HEIGHTS CHARTER SCHOOL</i>	113	30	15	0	35	113	30	15	0	35
4004:07	CEDAR RIVERSIDE COMMUNITY SCHOOL										
010	CEDAR RIVERSIDE COMMUNITY SCHOOL	101	76	14	57	4	101	76	14	57	4
	<i>District Totals for CEDAR RIVERSIDE COMMUNITY</i>	101	76	14	57	4	101	76	14	57	4
4005:07	METRO DEAF CHARTER SCHOOL										
010	METRO DEAF CHARTER SCHOOL	69	10	0	0	69	75	10	0	0	75
	<i>District Totals for METRO DEAF CHARTER SCHOOL</i>	69	10	0	0	69	75	10	0	0	75
4006:07	SKILLS FOR TOMORROW CHARTER SCHOOL										
010	SKILLS FOR TOMORROW CHARTER SCHOOL	80	47	2	0	6	80	47	2	0	6
	<i>District Totals for SKILLS FOR TOMORROW</i>	80	47	2	0	6	80	47	2	0	6
4007:07	MINNESOTA NEW COUNTRY SCHOOL										
010	MINNESOTA NEW COUNTRY SCHOOL	95	5	10	0	11	95	5	10	0	11
	<i>District Totals for MINNESOTA NEW COUNTRY</i>	95	5	10	0	11	95	5	10	0	11
4008:07	PACT CHARTER SCHOOL										
010	PACT CHARTER SCHOOL	169	4	15	0	33	169	4	15	0	33
030	PACT CHARTER SECONDARY	148	3	12	0	18	148	3	12	0	18
	<i>District Totals for PACT CHARTER SCHOOL</i>	317	7	27	0	51	317	7	27	0	51
4011:07	NEW VISIONS CHARTER SCHOOL										
010	NEW VISIONS CHARTER EL	168	74	22	0	88	172	76	23	0	92
	<i>District Totals for NEW VISIONS CHARTER SCHOOL</i>	168	74	22	0	88	172	76	23	0	92
4012:07	EMILY CHARTER SCHOOL										
010	EMILY CHARTER SCHOOL	84	44	10	0	7	85	44	11	0	8
	<i>District Totals for EMILY CHARTER SCHOOL</i>	84	44	10	0	7	85	44	11	0	8
4015:07	COMMUNITY OF PEACE ACADEMY										
010	COMMUNITY OF PEACE ACADEMY	421	286	63	174	50	421	286	63	174	50
	<i>District Totals for COMMUNITY OF PEACE ACADEMY</i>	421	286	63	174	50	421	286	63	174	50

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		Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education	Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education
2886:01	GLENVILLE-EMMONS										
100	GLENVILLE EL.	157	19	15	0	27	157	19	15	0	27
101	EMMONS EL.	97	21	26	0	21	98	21	26	0	22
200	GLENVILLE-EMMONS JR.	78	13	14	0	14	78	13	14	0	14
300	GLENVILLE-EMMONS SR.	199	22	17	0	19	199	22	17	0	19
	<i>District Totals for GLENVILLE-EMMONS</i>	531	75	72	0	81	532	75	72	0	82
2887:01	MCLEOD WEST SCHOOLS										
010	MCLEOD WEST EL.	271	38	24	0	25	271	38	24	0	25
020	MCLEOD WEST JR.	122	12	5	0	24	122	12	5	0	24
300	MCLEOD WEST SR.	143	7	9	0	8	143	7	9	0	8
	<i>District Totals for MCLEOD WEST SCHOOLS</i>	536	57	38	0	57	536	57	38	0	57
2888:01	CLINTON-GRACEVILLE-BEARDSLEY										
001	C-G-B EL.	195	53	55	0	25	200	53	56	0	30
002	C-G-B MIDDLE.	121	26	37	0	21	121	26	37	0	21
003	C-G-B SEC.	186	46	31	0	14	186	46	31	0	14
004	BIG STONE COLONY EL.	19	19	0	0	2	20	20	0	0	3
006	LISMORE COLONY EL.	17	17	0	0	0	18	18	0	0	1
	<i>District Totals for</i>	538	161	123	0	62	545	163	124	0	69
2889:01	LAKE PARK AUDUBON DISTRICT										
010	LAKE PARK AUDUBON EL	332	83	53	0	35	334	83	53	0	37
020	LAKE PARK AUDUBON SECONDARY	327	65	30	0	43	327	65	30	0	43
	<i>District Totals for LAKE PARK AUDUBON DISTRICT</i>	659	148	83	0	78	661	148	83	0	80
2890:01	RENVILLE COUNTY WEST										
001	RENVILLE COUNTY WEST ELEMENTARY	311	84	24	50	46	311	84	24	50	46
003	RENVILLE COUNTY WEST MIDDLE SCHOOL	303	66	27	27	43	303	66	27	27	43
020	RENVILLE COUNTY WEST HIGH SCHOOL	329	29	25	11	43	329	29	25	11	43
	<i>District Totals for RENVILLE COUNTY WEST</i>	943	179	76	88	132	943	179	76	88	132
2895:01	JACKSON COUNTY CENTRAL										
010	PLEASANTVIEW EL.	171	33	39	0	31	172	33	39	0	32
045	SOUTHWEST A.L.C.	43	11	2	0	9	43	11	2	0	9
112	RIVERSIDE EL.	352	71	45	9	51	361	72	45	9	60
113	JACKSON COUNTY CENTRAL SR.	446	57	47	0	38	446	57	47	0	38
115	JACKSON COUNTY CENTRAL MIDDLE	321	49	55	8	33	321	49	55	8	33
	<i>District Totals for JACKSON COUNTY CENTRAL</i>	1333	221	188	17	162	1343	222	188	17	172

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		Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education	Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education
4016:07	WORLD LEARNER CHARTER SCHOOL										
010	WORLD LEARNER CHARTER SCHOOL	82	3	0	0	10	82	3	0	0	10
	<i>District Totals for WORLD LEARNER CHARTER</i>	82	3	0	0	10	82	3	0	0	10
4017:07	MINNESOTA TRANSITIONS CHARTER SCH										
010	MINNESOTA TRANSITIONS CHARTER SCH	317	282	14	0	43	317	282	14	0	43
	<i>District Totals for MINNESOTA TRANSITIONS</i>	317	282	14	0	43	317	282	14	0	43
4018:07	ACORN DUAL LANGUAGE COMM. ACADEMY										
010	ACORN DUAL LANGUAGE COMM. ACADEMY	270	205	38	5	13	270	205	38	5	13
	<i>District Totals for ACORN DUAL LANGUAGE COMM.</i>	270	205	38	5	13	270	205	38	5	13
4019:07	ST. PAUL FAMILY LEARNING CENTER										
010	ST. PAUL FAMILY LEARNING CENTER	126	66	24	0	18	126	66	24	0	18
	<i>District Totals for ST. PAUL FAMILY LEARNING</i>	126	66	24	0	18	126	66	24	0	18
4020:07	EDISON CHARTER SCHOOL										
010	KENWOOD PRIMARY/EL ACADEMY	414	86	41	0	48	414	86	41	0	48
020	WASHBURN JR. ACADEMY	217	68	27	0	48	217	68	27	0	48
040	RALEIGH PRIMARY/EL ACADEMY	186	75	43	0	31	186	75	43	0	31
	<i>District Totals for EDISON CHARTER SCHOOL</i>	817	229	111	0	127	817	229	111	0	127
4021:07	VILLAGE SCHOOL OF NORTHFIELD										
010	VILLAGE SCHOOL OF NORTHFIELD	67	17	5	0	9	67	17	5	0	9
	<i>District Totals for VILLAGE SCHOOL OF</i>	67	17	5	0	9	67	17	5	0	9
4025:07	CYBER VILLAGE ACADEMY										
010	CYBER VILLAGE ACADEMY	198	20	61	0	9	198	20	61	0	9
	<i>District Totals for CYBER VILLAGE ACADEMY</i>	198	20	61	0	9	198	20	61	0	9
4026:07	E.C.H.O. CHARTER SCHOOL										
010	E.C.H.O. CHARTER SCHOOL	105	24	19	0	16	105	24	19	0	16
	<i>District Totals for E.C.H.O. CHARTER SCHOOL</i>	105	24	19	0	16	105	24	19	0	16
4027:07	HIGHER GROUND ACADEMY										
010	HIGHER GROUND ACADEMY	411	344	16	69	11	411	344	16	69	11
	<i>District Totals for HIGHER GROUND ACADEMY</i>	411	344	16	69	11	411	344	16	69	11
4028:07	ECI' NOMPA WOONSPE										
010	ECI' NOMPA WOONSPE	46	16	0	0	17	46	16	0	0	17
	<i>District Totals for ECI' NOMPA WOONSPE</i>	46	16	0	0	17	46	16	0	0	17

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		Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education	Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education
4029:07	NEW SPIRIT SCHOOL										
010	NEW SPIRIT PRIMARY SCHOOL	203	187	0	131	12	203	187	0	131	12
020	NEW SPIRIT MIDDLE SCHOOL	94	84	1	59	10	94	84	1	59	10
	<i>District Totals for NEW SPIRIT SCHOOL</i>	297	271	1	190	22	297	271	1	190	22
4030:07	ODYSSEY CHARTER SCHOOL										
010	ODYSSEY CHARTER SCHOOL	199	29	16	0	20	199	29	16	0	20
	<i>District Totals for ODYSSEY CHARTER SCHOOL</i>	199	29	16	0	20	199	29	16	0	20
4031:07	MINNESOTA TECHNOLOGY CHARTER SCHOOL										
010	MINNESOTA TECHNOLOGY CHARTER SCHOOL	87	26	9	0	14	87	26	9	0	14
	<i>District Totals for MINNESOTA TECHNOLOGY</i>	87	26	9	0	14	87	26	9	0	14
4032:07	HARVEST PREP SCHOOL/SEED ACADEMY										
010	HARVEST PREP SCHOOL/SEED ACADEMY	323	100	39	0	9	323	100	39	0	9
	<i>District Totals for HARVEST PREP SCHOOL/SEED</i>	323	100	39	0	9	323	100	39	0	9
4033:07	PEAKS CHARTER SCHOOL-PILLAGER										
010	PEAKS CHARTER SCHOOL-PILLAGER	49	16	9	0	8	49	16	9	0	8
	<i>District Totals for PEAKS CHARTER</i>	49	16	9	0	8	49	16	9	0	8
4034:07	LEARNING ADVENTURES CHARTER SCHOOL										
010	LEARNING ADVENTURES MIDDLE SCHOOL	44	23	4	3	7	44	23	4	3	7
	<i>District Totals for LEARNING ADVENTURES</i>	44	23	4	3	7	44	23	4	3	7
4035:07	CONCORDIA CREATIVE LEARNING ACADEMY										
010	CONCORDIA CREATIVE LEARNING ACADEMY	116	66	15	16	14	116	66	15	16	14
	<i>District Totals for CONCORDIA CREATIVE LEARNING</i>	116	66	15	16	14	116	66	15	16	14
4036:07	FACE TO FACE ACADEMY										
010	FACE TO FACE ACADEMY	43	24	8	0	13	43	24	8	0	13
	<i>District Totals for FACE TO FACE ACADEMY</i>	43	24	8	0	13	43	24	8	0	13
4037:07	SKILLS FOR TOMORROW JUNIOR HIGH										
010	SKILLS FOR TOMORROW JUNIOR HIGH	53	22	5	0	10	53	22	5	0	10
	<i>District Totals for SKILLS FOR TOMORROW JUNIOR</i>	53	22	5	0	10	53	22	5	0	10
4038:07	SOJOURNER TRUTH ACADEMY										
010	SOJOURNER TRUTH ACADEMY	219	189	8	11	18	219	189	8	11	18
	<i>District Totals for SOJOURNER TRUTH ACADEMY</i>	219	189	8	11	18	219	189	8	11	18
4039:07	HIGH SCHOOL FOR RECORDING ARTS										
010	HIGH SCHOOL FOR RECORDING ARTS	135	72	19	0	9	135	72	19	0	9
	<i>District Totals for HIGH SCHOOL FOR RECORDING</i>	135	72	19	0	9	135	72	19	0	9

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		Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education	Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education
4040:07	MARTIN HUGHES CHARTER SCHOOL										
010	MARTIN HUGHES CHARTER SCHOOL	64	64	0	0	51	64	64	0	0	51
	<i>District Totals for MARTIN HUGHES CHARTER</i>	64	64	0	0	51	64	64	0	0	51
4041:07	OPPORTUNITIES FOR LEARNING										
010	OPPORTUNITIES FOR LEARNING	109	27	0	0	13	109	27	0	0	13
	<i>District Totals for OPPORTUNITIES FOR LEARNING</i>	109	27	0	0	13	109	27	0	0	13
4042:07	TWIN CITIES ACADEMY										
010	TWIN CITIES ACADEMY	177	44	13	0	16	177	44	13	0	16
	<i>District Totals for TWIN CITIES ACADEMY</i>	177	44	13	0	16	177	44	13	0	16
4043:07	MATH & SCIENCE ACADEMY										
010	MATH & SCIENCE ACADEMY	211	2	3	0	18	211	2	3	0	18
	<i>District Totals for MATH & SCIENCE ACADEMY</i>	211	2	3	0	18	211	2	3	0	18
4044:07	HEART OF THE EARTH CHARTER										
010	HEART OF THE EARTH CHARTER	221	220	0	0	53	221	220	0	0	53
	<i>District Totals for HEART OF THE EARTH CHARTER</i>	221	220	0	0	53	221	220	0	0	53
4045:07	PEAKS-ALEXANDRIA										
010	PEAKS-ALEXANDRIA	60	17	25	0	14	60	17	25	0	14
	<i>District Totals for PEAKS-ALEXANDRIA</i>	60	17	25	0	14	60	17	25	0	14
4046:07	PEAKS-DULUTH										
010	PEAKS-DULUTH	70	22	14	0	16	70	22	14	0	16
	<i>District Totals for PEAKS-DULUTH</i>	70	22	14	0	16	70	22	14	0	16
4047:07	PEAKS-FARIBAULT										
010	PEAKS-FARIBAULT	31	11	4	0	7	31	11	4	0	7
	<i>District Totals for PEAKS-FARIBAULT</i>	31	11	4	0	7	31	11	4	0	7
4048:07	PEAKS-ST.CLOUD										
010	PEAKS-ST.CLOUD	20	3	8	0	4	20	3	8	0	4
	<i>District Totals for PEAKS-ST.CLOUD</i>	20	3	8	0	4	20	3	8	0	4
4049:07	COON RAPIDS LEARNING CENTER										
010	COON RAPIDS LEARNING CENTER	112	16	9	0	12	112	16	9	0	12
	<i>District Totals for COON RAPIDS LEARNING CENTER</i>	112	16	9	0	12	112	16	9	0	12
4050:07	LAFAYETTE PUBLIC CHARTER SCHOOL										
010	LAFAYETTE PUBLIC CHARTER SCHOOL	43	21	11	0	2	43	21	11	0	2
	<i>District Totals for LAFAYETTE PUBLIC CHARTER</i>	43	21	11	0	2	43	21	11	0	2

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		Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education	Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education
4051:07	HANSKA CHARTER SCHOOL										
010	HANSKA CHARTER SCHOOL	46	5	6	0	0	46	5	6	0	0
	<i>District Totals for HANSKA CHARTER SCHOOL</i>	46	5	6	0	0	46	5	6	0	0
4052:07	FOUR DIRECTIONS CHARTER SCHOOLS										
010	FOUR DIRECTIONS CHARTER SCHOOLS	67	67	0	0	9	67	67	0	0	9
	<i>District Totals for FOUR DIRECTIONS CHARTER</i>	67	67	0	0	9	67	67	0	0	9
4053:07	NORTH LAKES ACADEMY CHARTER										
010	NORTH LAKES ACADEMY CHARTER	147	5	10	0	13	147	5	10	0	13
	<i>District Totals for NORTH LAKES ACADEMY</i>	147	5	10	0	13	147	5	10	0	13
4054:07	LACRESCENT MONTESSORI ACADEMY										
010	LACRESCENT MONTESSORI ACADEMY	57	5	5	0	4	57	5	5	0	4
	<i>District Totals for LACRESCENT MONTESSORI</i>	57	5	5	0	4	57	5	5	0	4
4055:07	NERSTRAND CHARTER SCHOOL										
010	NERSTRAND EL.	152	11	12	0	18	152	11	12	0	18
	<i>District Totals for NERSTRAND CHARTER SCHOOL</i>	152	11	12	0	18	152	11	12	0	18
4056:07	ROCHESTER OFF-CAMPUS CHARTER HIGH										
010	ROCHESTER OFF-CAMPUS CHARTER HIGH	89	18	2	0	21	89	18	2	0	21
	<i>District Totals for ROCHESTER OFF-CAMPUS</i>	89	18	2	0	21	89	18	2	0	21
4057:07	EL COLEGIO CHARTER SCHOOL										
010	EL COLEGIO CHARTER SCHOOL	80	35	9	57	3	80	35	9	57	3
	<i>District Totals for EL COLEGIO CHARTER SCHOOL</i>	80	35	9	57	3	80	35	9	57	3
4058:07	SCHOOLCRAFT LEARNING COMMUNITY CHTR										
010	SCHOOLCRAFT LEARNING COMMUNITY CHTR	147	36	12	0	13	147	36	12	0	13
	<i>District Totals for SCHOOLCRAFT LEARNING</i>	147	36	12	0	13	147	36	12	0	13
4059:07	CROSSLAKE COMMUNITY CHARTER SCHOOL										
010	CROSSLAKE COMMUNITY CHARTER SCHOOL	40	0	0	0	0	40	0	0	0	0
	<i>District Totals for CROSSLAKE COMMUNITY</i>	40	0	0	0	0	40	0	0	0	0
4060:07	MEXICA MULTICULTURAL ED CHARTER										
010	MEXICA MULTICULTURAL ED CHARTER	53	24	0	0	0	53	24	0	0	0
	<i>District Totals for MEXICA MULTICULTURAL ED</i>	53	24	0	0	0	53	24	0	0	0
4061:07	STUDIO ACADEMY CHARTER SCHOOL										
010	STUDIO ACADEMY CHARTER SCHOOL	99	10	0	2	5	99	10	0	2	5
	<i>District Totals for STUDIO ACADEMY CHARTER</i>	99	10	0	2	5	99	10	0	2	5

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		Fall	Free	Reduced	Limited	Special	Fall	Free	Reduced	Limited	Special
		Enrollment	Meal	Price Meal	English Proficient	Education	Enrollment	Meal	Price Meal	English Proficient	Education
4062:07	FAMILY ACADEMY CHARTER SCHOOL										
010	FAMILY ACADEMY CHARTER SCHOOL	105	15	11	0	16	105	15	11	0	16
	<i>District Totals for FAMILY ACADEMY CHARTER</i>	105	15	11	0	16	105	15	11	0	16
4063:07	FORT SNELLING ACADEMY										
010	FORT SNELLING ACADEMY	224	27	12	0	0	224	27	12	0	0
	<i>District Totals for FORT SNELLING ACADEMY</i>	224	27	12	0	0	224	27	12	0	0
4064:07	RIVERWAY LEARNING COMMUNITY CHTR										
010	RIVERWAY LEARNING COMMUNITY CHTR	54	19	7	0	11	54	19	7	0	11
	<i>District Totals for RIVERWAY LEARNING</i>	54	19	7	0	11	54	19	7	0	11
4065:07	MINNESOTA BUSINESS ACADEMY CHARTER										
010	MINNESOTA BUSINESS ACADEMY CHARTER	236	28	5	0	14	236	28	5	0	14
	<i>District Totals for MINNESOTA BUSINESS ACADEMY</i>	236	28	5	0	14	236	28	5	0	14
4066:07	RIVERBEND ACADEMY CHARTER SCHOOL										
010	RIVERBEND ACADEMY CHARTER SCHOOL	151	33	12	0	39	151	33	12	0	39
	<i>District Totals for RIVERBEND ACADEMY CHARTER</i>	151	33	12	0	39	151	33	12	0	39
4067:07	AURORA CHARTER SCHOOL										
010	AURORA CHARTER SCHOOL	53	38	9	49	0	53	38	9	49	0
	<i>District Totals for AURORA CHARTER SCHOOL</i>	53	38	9	49	0	53	38	9	49	0
4069:07	MN INSTITUTE OF TECHNOLOGY CHARTER										
010	MN INSTITUTE OF TECHNOLOGY CHARTER	281	183	35	0	22	281	183	35	0	22
	<i>District Totals for MN INSTITUTE OF TECHNOLOGY</i>	281	183	35	0	22	281	183	35	0	22
4070:07	HOPE ACADEMY CHARTER										
010	HOPE ACADEMY CHARTER	387	299	37	370	7	387	299	37	370	7
	<i>District Totals for HOPE ACADEMY CHARTER</i>	387	299	37	370	7	387	299	37	370	7
4071:07	NATIVE ARTS CHARTER SCHOOL										
010	NATIVE ARTS CHARTER SCHOOL	29	21	2	0	1	29	21	2	0	1
	<i>District Totals for NATIVE ARTS CHARTER SCHOOL</i>	29	21	2	0	1	29	21	2	0	1
4072:07	YANKTON COUNTRY CHARTER SCHOOL										
010	YANKTON COUNTRY CHARTER SCHOOL	20	8	4	0	6	20	8	4	0	6
	<i>District Totals for YANKTON COUNTRY CHARTER</i>	20	8	4	0	6	20	8	4	0	6
6004:61	FRESHWATER ED. DIST.										
020	FRESHWATER ED. DIST. A.L.C.	114	56	10	0	13	114	56	10	0	13
030	FRESHWATER TARGETED SERVICES	5	4	1	0	1	5	4	1	0	1
	<i>District Totals for FRESHWATER ED. DIST.</i>	119	60	11	0	14	119	60	11	0	14

Fall Populations by School

Data Year: 00-01

District Num:Type/ Sch Num	District Name/ School name	Grade Kindergarten through Grade 12 enrolled over October 1 of current school year					Grade Pre-Kindergarten through Grade 12 enrolled over October 1 of current school year				
		Fall Enrollment	Free Meal	Reduced	Limited	Special Education	Fall Enrollment	Free Meal	Reduced	Limited	Special Education
				Price Meal	English Proficient				Price Meal	English Proficient	
0006:03	SOUTH ST. PAUL										
120	SOUTH ST. PAUL SEC.	1714	191	128	13	159	1714	191	128	13	159
303	SO. ST. PAUL A.L.C.	80	20	10	0	0	80	20	10	0	0
735	LINCOLN CENTER EL.	820	152	35	27	120	845	158	85	27	145
737	KAPOSIA EDUCATION CENTER EL.	874	152	130	40	75	894	155	131	40	95
	<i>District Totals for SOUTH ST. PAUL</i>	3488	515	353	80	354	3533	524	354	80	399
0011:01	ANOKA-HENNEPIN										
001	ANOKA SR.	3086	158	125	15	271	3086	158	125	15	271
002	COON RAPIDS SR.	2781	192	156	7	295	2781	192	156	7	295
003	FRED MOORE MIDDLE	1350	127	77	53	194	1350	127	77	53	194
004	COON RAPIDS MIDDLE	1463	165	122	6	195	1463	165	122	6	195
006	JACKSON MIDDLE	1541	138	110	112	188	1541	138	110	112	188
090	NORTHDALE MIDDLE	1284	150	102	8	193	1284	150	102	8	193
091	BLAINE SR.	2966	199	109	70	260	2966	199	109	70	260
110	CROSSROADS ALTERNATIVE HIGH SCHOOL	170	30	10	1	21	170	30	10	1	21
121	SANDBURG MIDDLE	1047	91	64	8	106	1047	91	64	8	106
192	CHAMPLIN PARK SR.	3051	185	119	83	274	3051	185	119	83	274
193	OAK VIEW MIDDLE	1237	43	52	3	107	1237	43	52	3	107
195	ROOSEVELT MIDDLE	1489	113	74	60	168	1489	113	74	60	168
400	ADAMS EL.	552	121	56	2	76	552	121	56	2	76
401	CHAMPLIN EL.	459	68	33	0	42	459	68	33	0	42
402	CROOKED LAKE EL.	676	34	26	1	71	676	34	26	1	71
403	FRANKLIN EL.	475	96	44	4	55	475	96	44	4	55
404	HAMILTON EL.	492	84	57	3	81	492	84	57	3	81
405	HOOVER EL.	664	96	50	2	85	664	96	50	2	85
406	JEFFERSON EL.	672	73	39	4	67	672	73	39	4	67
407	JOHNSVILLE EL.	707	44	32	2	55	707	44	32	2	55
408	LINCOLN EL.	479	108	50	45	54	479	108	50	45	54
409	L.O. JACOB EL.	473	55	44	0	73	473	55	44	0	73
410	MADISON EL.	615	47	53	0	83	615	47	53	0	83
411	MCKINLEY EL.	918	44	45	3	81	918	44	45	3	81
412	MISSISSIPPI EL.	533	94	33	54	51	533	94	33	54	51
413	MONROE EL.	802	61	50	77	84	802	61	50	77	84
414	MORRIS BYE EL.	655	35	31	4	67	655	35	31	4	67
415	SORTEBERG EL.	506	105	66	67	37	506	105	66	67	37
416	RIVERVIEW EL.	526	25	28	3	59	526	25	28	3	59
417	SAND CREEK EL.	629	29	38	0	49	629	29	38	0	49
418	UNIVERSITY EL.	534	109	57	72	47	534	109	57	72	47

Fall Populations by School

Data Year: 00-01

District Num:Type/ Sch Num	District Name/ School name	Grade Kindergarten through Grade 12 enrolled over October 1 of current school year					Grade Pre-Kindergarten through Grade 12 enrolled over October 1 of current school year				
		Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education	Fall Enrollment	Free Meal	Reduced Price Meal	Limited English Proficient	Special Education
0011:01	ANOKA-HENNEPIN										
419	WASHINGTON EL.	442	34	27	4	51	442	34	27	4	51
420	WILSON EL.	571	84	36	56	56	571	84	36	56	56
421	EVERGREEN PARK EL.	582	109	83	122	59	582	109	83	122	59
422	EISENHOWER EL.	554	79	50	4	82	554	79	50	4	82
423	RAMSEY EL.	1189	51	54	3	149	1189	51	54	3	149
424	DAYTON EL.	696	39	38	31	59	696	39	38	31	59
425	OXBOW CREEK EL.	848	36	36	0	95	848	36	36	0	95
426	ANDOVER EL.	1635	65	50	3	121	1635	65	50	3	121
428	PETER ENICH KDG. CNTR.	363	24	26	2	30	363	24	26	2	30
429	PARK VIEW EARLY CHILDHOOD CENTER	380	12	12	1	23	380	12	12	1	23
434	CHAMPLIN PLAZA ALC	91	9	4	1	8	91	9	4	1	8
435	ANDOVER DOWNTOWN CENTER ALC	63	3	1	0	4	63	3	1	0	4
436	THE BRIDGE	44	11	3	0	44	44	11	3	0	44
437	EARLY CHILDHOOD/SP. ED.	0	0	0	0	0	540	3	16	0	540
438	TEEN PARENT (NON RESIDENT)	2	1	0	0	0	2	1	0	0	0
464	ANTHONY LOUIS HOUSE	17	0	1	0	3	17	0	1	0	3
465	NEW CONNECTIONS	7	1	0	0	3	7	1	0	0	3
466	MERCY	6	0	0	0	1	6	0	0	0	1
467	BELL CENTER	67	23	9	0	67	67	23	9	0	67
468	TRANSITION PLUS	157	23	3	1	155	157	23	3	1	155
469	UNIVERSITY CREEK SITE	109	5	2	0	8	109	5	2	0	8
812	CROOKED LAKE ALC	92	10	3	0	0	92	10	3	0	0
975	CROSSROADS NIGHTS	27	1	2	0	0	27	1	2	0	0
	<i>District Totals for ANOKA-HENNEPIN</i>	40774	3539	2392	997	4507	41314	3542	2408	997	5047
0012:01	CENTENNIAL										
164	CENTENNIAL SR.	1887	66	41	18	204	1887	66	41	18	204
166	CENTENNIAL MIDDLE SCHOOL	1626	71	47	6	219	1626	71	47	6	219
167	C.A.A.P.	68	3	3	0	10	68	3	3	0	10
510	CENTENNIAL EL.	682	26	25	4	71	682	26	25	4	71
511	CENTERVILLE EL.	978	12	15	3	103	978	12	15	3	103
512	GOLDEN LAKE EL.	687	21	6	9	72	687	21	6	9	72
513	RICE LAKE EL.	901	50	16	6	89	901	50	16	6	89
518	ANOKA JUVENILE CENTER	117	0	0	0	40	117	0	0	0	40
	<i>District Totals for CENTENNIAL</i>	6946	249	153	46	808	6946	249	153	46	808

ESTIMATED 1999-00 CHAREF00
REFERENDUM AID ADJUSTMENTS 03/01/2000
FOR CHARTER SCHOLS

TOTAL 993,139.95

4000	7 CITY ACADEMY	0.00
4001	7 BLUFFVIEW MO	17,737.75
4002	7 TOIVOLA-MEAD	17,277.19
4003	7 NEW HEIGHTS	24,334.95
4004	7 CEDAR RIVERS	15,931.04
4005	7 METRO DEAF C	539.33
4006	7 SKILLS FOR T	24,788.95
4007	7 NEW COUNTRY	28,671.22
4008	7 PACT CHARTER	82,601.71
4011	7 NEW VISIONS	39,232.14
4012	7 EMILY CHARTE	2,649.53
4014	7 RIGHT STEP A	34,148.42
4015	7 COMMUNITY OF	424.20
4016	7 WORLD LEARNE	15,259.88
4017	7 MINNESOTA TR	45,560.19
4018	7 ACORN DUAL L	121.79
4019	7 ST. PAUL FAM	0.00
4020	7 EDISON CHART	174,418.24
4021	7 VILLAGE SCHO	13,341.05
4022	7 CENTRAL MINN	762.27
4023	7 SUCCESS ACAD	0.00
4024	7 SUMMIT SCHOO	0.00
4025	7 CYBER VILLAG	22,222.13
4026	7 ECHO SCHOOL	13,463.29
4027	7 HIGHER GROUN	58,929.09
4028	7 ECI' NOMPA W	0.00
4029	7 NEW SPIRIT	0.00
4030	7 ODYSSEY	37,266.69
4031	7 MINNESOTA TE	0.00
4032	7 HARVEST PREP	50,724.02
4033	7 PEAKS PILLAG	4,155.76
4034	7 LEARNING ADV	0.00
4035	7 EARLY LEARNI	472.42
4036	7 FACE TO FACE	0.00
4037	7 SKILLS FOR T	4,271.05
4038	7 SOJOURNER TR	32,784.17
4039	7 HS FOR THE P	0.00
4040	7 MARTIN HUGHS	20,543.93
4041	7 OPTIONS FOR	0.00
4042	7 TWIN CITIES	0.00
4043	7 MATH & SCIEN	0.00
4044	7 HEART OF THE	46,722.77
4045	7 PEAKS ALEXAN	0.00
4046	7 PEAKS DULUTH	14,012.70
4047	7 PEAKS FARIBA	15,178.23
4049	7 COON RAPIDS	26,227.86
4050	7 LAFAYETTE	4,310.77
4051	7 HANSKA	5,702.48
4052	7 FOUR DIRECTI	8,989.28
4053	7 NORTH LAKES	28,147.85
4054	7 LA CRESCENT	4,386.82
4055	7 NERSTRAND	34,449.43
4056	7 ROCHESTER OF	22,379.36

ESTIMATED 2000-01 REFERENDUM AID ADJUSTMENTS
 EXCLUDES AID RECEIVED BY CHARTER SCHOOLS

BUCK1
 01/25/2000

	A	B	C	D	E
	REFERENDUM AID/PU	RESIDENT PU	ADJUSTED PU	OPTIONS PU = C-B	ADJUSTMENT = A X D
TOTAL	N/A	964,865	969,106	(4,240)	(940,892)
1 1 AITKIN	136	1,453	1,488	(35)	(4,720)
1 3 MINNEAPO	178	55,291	57,483	(2,193)	(390,635)
2 1 HILL CIT	0	448	389	59	0
4 1 MCGREGOR	95	605	695	(90)	(8,506)
6 3 SOUTH ST	266	4,201	3,856	345	91,720
11 1 ANOKA-HE	274	46,506	47,679	(1,173)	(321,082)
12 1 CENTENNI	268	8,065	8,147	(82)	(21,988)
13 1 COLUMBIA	191	3,308	3,522	(213)	(40,648)
14 1 FRIDLEY	198	2,823	2,613	210	41,446
15 1 ST. FRAN	292	6,497	6,800	(303)	(88,309)
16 1 SPRING L	180	4,881	4,710	171	30,836
22 1 DETROIT	193	3,275	3,192	83	15,933
23 1 FRAZEE	0	1,426	1,479	(53)	0
25 1 PINE POI	0	107	125	(18)	0
31 1 BEMIDJI	220	5,972	6,075	(103)	(22,677)
32 1 BLACKDUC	0	989	985	4	0
36 1 KELLIHER	0	367	291	76	0
38 1 RED LAKE	315	1,543	1,749	(206)	(64,970)
47 1 SAUK RAP	213	3,799	3,979	(180)	(38,300)
51 1 FOLEY	151	1,967	1,924	44	6,573
62 1 ORTONVIL	217	697	646	52	11,240
75 1 ST. CLAI	278	768	675	92	25,706
77 1 MANKATO	208	7,949	7,896	53	11,009
81 1 COMFREY	155	188	227	(38)	(5,932)
84 1 SLEEPY E	91	764	760	4	365
85 1 SPRINGFI	0	797	732	65	0
88 1 NEW ULM	121	3,045	3,086	(41)	(4,942)
91 1 BARNUM	243	763	792	(28)	(6,915)
93 1 CARLTON	214	761	833	(71)	(15,293)
94 1 CLOQUET	217	2,998	2,781	217	47,117
95 1 CROMWELL	0	386	348	37	0
97 1 MOOSE LA	203	912	849	63	12,726
99 1 ESKO	198	1,204	1,157	47	9,374
100 1 WRENSHAL	248	427	352	75	18,736
108 1 NORWOOD	166	1,279	1,264	14	2,383
110 1 WACONIA	203	2,496	2,426	70	14,138
111 1 WATERTOW	139	1,534	1,552	(18)	(2,469)
112 1 CHASKA	248	8,051	8,118	(67)	(16,674)
113 1 WALKER-A	0	1,239	1,328	(90)	0
115 1 CASS LAK	0	1,553	1,463	90	0
116 1 PILLAGER	0	806	884	(78)	0
118 1 REMER	0	697	719	(21)	0
129 1 MONTEVID	284	1,943	1,765	178	50,458
138 1 NORTH BR	227	4,036	4,091	(55)	(12,373)

ESTIMATED 2000-01 REFERENDUM AID ADJUSTMENTS
 EXCLUDES AID RECEIVED BY CHARTER SCHOOLS

BUCK1
 01/25/2000

	A	B	C	D	E	
	REFERENDUM AID/PU	RESIDENT PU	ADJUSTED PU	OPTIONS PU = C-B	ADJUSTMENT = A X D	
139	1 RUSH CIT	0	1,063	1,049	14	0
146	1 BARNESVI	196	915	933	(18)	(3,527)
150	1 HAWLEY	298	1,031	944	87	26,041
152	1 MOORHEAD	259	6,501	6,535	(34)	(8,907)
162	1 BAGLEY	0	1,278	1,257	21	0
166	1 COOK COU	0	861	859	2	0
173	1 MOUNTAIN	200	627	646	(19)	(3,738)
175	1 WESTBROO	116	287	292	(6)	(653)
177	1 WINDOM	211	1,254	1,189	66	13,830
181	1 BRAINERD	175	8,214	8,063	151	26,368
182	1 CROSBY	36	1,775	1,927	(152)	(5,450)
186	1 PEQUOT L	0	1,357	1,258	98	0
191	1 BURNSVIL	216	13,087	13,041	46	9,904
192	1 FARMINGT	292	5,176	5,176	0	0
194	1 LAKEVILL	250	10,412	10,414	(2)	(475)
195	1 RANDOLPH	214	538	496	42	9,062
196	1 ROSEMOUN	249	32,727	32,714	13	3,141
197	1 WEST ST.	6	5,670	5,693	(23)	(141)
199	1 INVER GR	224	4,938	5,102	(165)	(36,961)
200	1 HASTINGS	247	5,965	5,965	0	0
203	1 HAYFIELD	0	1,162	1,156	6	0
204	1 KASSON-M	247	1,974	1,868	106	26,065
206	1 ALEXANDR	192	4,749	4,760	(11)	(2,034)
207	1 BRANDON	0	405	381	23	0
208	1 EVANSVIL	0	291	327	(36)	0
213	1 OSAKIS	201	773	738	35	7,096
227	1 CHATFIEL	232	1,092	1,005	87	20,140
229	1 LANESBOR	192	431	367	64	12,277
238	1 MABEL-CA	253	462	462	0	0
239	1 RUSHFORD	252	781	825	(44)	(11,029)
241	1 ALBERT L	228	4,470	4,573	(103)	(23,509)
242	1 ALDEN	198	494	329	165	32,749
252	1 CANNON F	0	1,768	1,769	(1)	0
253	1 GOODHUE	219	628	595	33	7,146
255	1 PINE ISL	276	1,441	1,207	234	64,690
256	1 RED WING	34	3,827	3,812	14	475
261	1 ASHBY	0	374	324	50	0
264	1 HERMAN-N	103	189	223	(34)	(3,503)
270	1 HOPKINS	0	9,842	9,384	457	0
271	1 BLOOMING	0	12,823	12,754	69	0
272	1 EDEN PRA	124	12,348	12,177	171	21,210
273	1 EDINA	0	7,899	7,449	451	0
276	1 MINNETON	131	9,028	9,177	(149)	(19,436)
277	1 WESTONKA	58	2,662	2,942	(280)	(16,118)
278	1 ORONO	11	3,037	2,716	321	3,529
279	1 OSSEO	235	25,598	25,489	109	25,665

ESTIMATED 2000-01 REFERENDUM AID ADJUSTMENTS
 EXCLUDES AID RECEIVED BY CHARTER SCHOOLS

BUCK1
 01/25/2000

	A	B	C	D	E	
	REFERENDUM AID/PU	RESIDENT PU	ADJUSTED PU	OPTIONS PU = C-B	ADJUSTMENT = A X D	
423	1 HUTCHINS	266	3,779	3,679	99	26,453
424	1 LESTER P	288	640	554	86	24,762
432	1 MAHNOMEN	0	925	885	40	0
435	1 WAUBUN	0	705	720	(15)	0
441	1 NEWFOLDE	157	414	401	13	2,107
447	1 GRYGLA	131	230	236	(6)	(789)
458	1 TRUMAN	175	478	500	(22)	(3,876)
463	1 EDEN VAL	213	956	976	(20)	(4,281)
465	1 LITCHFIE	234	2,414	2,484	(70)	(16,318)
466	1 DASSEL-C	250	2,603	2,500	103	25,605
473	1 ISLE	91	606	605	1	57
477	1 PRINCETO	221	3,541	3,648	(108)	(23,800)
480	1 ONAMIA	0	889	882	6	0
482	1 LITTLE F	235	4,118	4,075	43	10,108
484	1 PIERZ	230	1,133	1,113	20	4,508
485	1 ROYALTON	310	843	826	17	5,132
486	1 SWANVILL	274	452	403	50	13,547
487	1 UPSALA	332	479	492	(12)	(4,073)
492	1 AUSTIN	224	4,781	4,783	(2)	(410)
495	1 GRAND ME	265	423	442	(18)	(4,878)
497	1 LYLE	285	288	288	0	0
499	1 LEROY	245	450	478	(29)	(7,027)
500	1 SOUTHLAN	215	802	779	23	4,985
505	1 FULDA	191	689	616	73	14,005
507	1 NICOLLET	198	428	403	25	4,902
508	1 ST. PETE	237	2,230	2,206	24	5,710
511	1 ADRIAN	112	763	690	73	8,100
513	1 BREWSTER	130	296	225	71	9,246
514	1 ELLSWORT	184	202	243	(41)	(7,541)
516	1 ROUND LA	114	169	175	(6)	(704)
518	1 WORTHING	135	2,924	2,989	(66)	(8,894)
531	1 BYRON	208	1,601	1,585	16	3,239
533	1 DOVER-EY	0	1,227	842	385	0
534	1 STEWARTV	256	2,155	2,081	75	19,212
535	1 ROCHESTE	240	18,456	19,153	(696)	(166,810)
542	1 BATTLE L	0	614	676	(62)	0
544	1 FERGUS F	255	3,543	3,592	(49)	(12,482)
545	1 HENNING	206	466	500	(34)	(7,052)
547	1 PARKERS	216	736	646	90	19,409
548	1 PELICAN	0	1,562	1,630	(68)	0
549	1 PERHAM	0	2,036	2,031	6	0
550	1 UNDERWOOD	125	515	466	49	6,046
553	1 NEW YORK	248	881	841	40	9,942
561	1 GOODRIDG	267	236	188	47	12,593
564	1 THIEF RI	252	2,597	2,619	(21)	(5,402)
577	1 WILLOW R	217	587	611	(24)	(5,119)

ESTIMATED 2000-01 REFERENDUM AID ADJUSTMENTS
 EXCLUDES AID RECEIVED BY CHARTER SCHOOLS

BUCK1
 01/25/2000

	A	B	C	D	E	
	REFERENDUM AID/PU	RESIDENT PU	ADJUSTED PU	OPTIONS PU = C-B	ADJUSTMENT = A X D	
578	1 PINE CIT	0	2,099	2,087	12	0
581	1 EDGERTON	44	294	256	38	1,652
584	1 RUTHTON	68	175	213	(38)	(2,590)
592	1 CLIMAX	192	180	201	(20)	(3,926)
593	1 CROOKSTO	0	1,910	1,982	(72)	0
595	1 EAST GRA	0	2,163	2,102	62	0
599	1 FERTILE-	0	587	508	79	0
600	1 FISHER	154	331	266	65	9,990
601	1 FOSSTON	121	801	775	26	3,134
604	1 MENTOR	0	188	189	(1)	0
611	1 CYRUS	256	170	170	0	0
621	1 MOUNDS V	154	13,522	13,414	108	16,635
622	1 NORTH ST	187	13,828	13,628	200	37,497
623	1 ROSEVILL	113	7,612	7,524	88	9,926
624	1 WHITE BE	203	10,890	10,796	94	19,093
625	1 ST. PAUL	0	53,335	55,463	(2,128)	0
627	1 OKLEE	259	276	273	3	667
628	1 PLUMMER	248	213	173	40	9,803
630	1 RED LAKE	308	451	462	(11)	(3,429)
631	1 BELVIEW	235	145	216	(71)	(16,790)
635	1 MILROY	138	213	217	(4)	(530)
640	1 WABASSO	84	547	581	(34)	(2,836)
641	1 WALNUT G	41	221	234	(12)	(513)
656	1 FARIBAUL	249	4,855	5,070	(215)	(53,530)
659	1 NORTHFIE	231	4,347	4,279	69	15,856
671	1 HILLS-BE	231	399	446	(47)	(10,846)
676	1 BADGER	300	249	279	(30)	(9,065)
682	1 ROSEAU	233	1,748	1,731	17	3,959
690	1 WARROAD	243	1,668	1,635	33	8,071
695	1 CHISHOLM	290	1,111	1,114	(4)	(1,022)
696	1 ELY	47	857	841	16	749
698	1 FLOODWOO	196	429	361	67	13,155
700	1 HERMANTO	200	2,232	2,153	79	15,674
701	1 HIBBING	254	3,421	3,305	116	29,480
704	1 PROCTOR	226	2,267	2,325	(58)	(13,032)
706	1 VIRGINIA	252	2,272	1,911	361	90,731
707	1 NETT LAK	414	118	118	0	0
709	1 DULUTH	199	13,914	15,017	(1,103)	(219,160)
712	1 MOUNTAIN	227	733	950	(217)	(49,317)
716	1 BELLE PL	215	1,374	1,379	(5)	(996)
717	1 JORDAN	175	1,495	1,578	(83)	(14,537)
719	1 PRIOR LA	213	5,280	5,411	(130)	(27,736)
720	1 SHAKOPEE	218	4,722	4,530	192	41,932
721	1 NEW PRAG	193	3,050	2,956	94	18,111
726	1 BECKER	0	2,360	2,392	(32)	0
727	1 BIG LAKE	293	2,575	2,659	(84)	(24,671)

ESTIMATED 2000-01 REFERENDUM AID ADJUSTMENTS
 EXCLUDES AID RECEIVED BY CHARTER SCHOOLS

BUCK1
 01/25/2000

	A	B	C	D	E	
	REFERENDUM AID/PU	RESIDENT PU	ADJUSTED PU	OPTIONS PU = C-B	ADJUSTMENT = A X D	
728	1 ELK RIVE	267	10,533	10,467	65	17,370
738	1 HOLDINGF	277	1,218	1,190	27	7,580
739	1 KIMBALL	288	1,046	1,031	14	4,124
740	1 MELROSE	177	1,606	1,563	43	7,561
741	1 PAYNESVI	209	1,459	1,406	53	11,052
742	1 ST. CLOU	226	12,595	12,755	(160)	(36,179)
743	1 SAUK CEN	142	1,445	1,457	(13)	(1,815)
745	1 ALBANY	252	1,885	1,881	4	906
748	1 SARTELL	220	2,929	2,792	138	30,302
750	1 COLD SPR	218	2,681	2,476	205	44,738
756	1 BLOOMING	200	1,013	1,043	(30)	(6,041)
761	1 OWATONNA	250	5,796	5,790	5	1,310
763	1 MEDFORD	238	612	612	0	0
768	1 HANCOCK	262	304	332	(28)	(7,430)
769	1 MORRIS	172	1,192	1,088	104	17,969
771	1 CHOKIO-A	201	322	369	(47)	(9,474)
775	1 KERKHOVE	250	771	697	74	18,455
777	1 BENSON	188	1,370	1,363	7	1,360
786	1 BERTHA-H	265	582	540	42	11,101
787	1 BROWERVI	323	611	520	91	29,426
801	1 BROWNS V	268	174	174	0	0
803	1 WHEATON	209	622	563	59	12,410
806	1 ELGIN-MI	242	680	671	9	2,297
810	1 PLAINVIE	0	1,369	1,255	114	0
811	1 WABASHA	0	915	915	0	0
813	1 LAKE CIT	0	1,762	1,750	11	0
815	2 PRINSBUR	0	48	48	0	0
818	1 VERNDALE	292	584	509	75	21,880
820	1 SEBEKA	279	672	669	3	829
821	1 MENAHTA	0	949	920	29	0
829	1 WASECA	200	2,666	2,561	105	21,109
831	1 FOREST L	181	9,164	9,186	(22)	(4,040)
832	1 MAHTOMED	207	3,563	3,533	30	6,244
833	1 SOUTH WA	256	17,565	17,783	(219)	(56,075)
834	1 STILLWAT	180	10,983	11,102	(119)	(21,419)
836	1 BUTTERFI	66	213	234	(21)	(1,368)
837	1 MADELIA	203	676	690	(14)	(2,835)
840	1 ST. JAME	211	1,569	1,569	0	0
846	1 BRECKENR	56	1,036	1,039	(3)	(158)
850	1 ROTHSAY	166	285	240	45	7,471
852	1 CAMPBELL	0	213	231	(18)	0
857	1 LEWISTON	0	930	809	121	0
858	1 ST. CHAR	0	1,225	1,214	11	0
861	1 WINONA	106	5,364	5,517	(154)	(16,253)
876	1 ANNANDAL	208	2,236	2,243	(7)	(1,473)
877	1 BUFFALO	213	5,550	5,670	(120)	(25,533)

ESTIMATED 2000-01 REFERENDUM AID ADJUSTMENTS
 EXCLUDES AID RECEIVED BY CHARTER SCHOOLS

BUCK1
 01/25/2000

	A	B	C	D	E	
	REFERENDUM AID/PU	RESIDENT PU	ADJUSTED PU	OPTIONS PU = C-B	ADJUSTMENT = A X D	
879	1 DELANO	189	2,175	2,070	105	19,716
881	1 MAPLE LA	217	1,058	1,060	(2)	(373)
882	1 MONTICEL	184	4,119	4,045	74	13,500
883	1 ROCKFORD	277	1,994	2,075	(81)	(22,393)
885	1 ST. MICH	254	3,166	3,166	0	0
891	1 CANBY	200	846	861	(15)	(3,001)
911	1 CAMBRIDG	296	5,706	5,420	286	84,427
912	1 MILACA	244	2,018	2,055	(36)	(8,888)
914	1 ULEN-HIT	238	344	364	(20)	(4,655)
2071	1 LAKE CRY	251	1,222	1,325	(103)	(25,874)
2125	1 TRITON	258	1,395	1,521	(126)	(32,476)
2134	1 UNITED S	164	1,148	1,272	(124)	(20,343)
2135	1 MAPLE RI	229	1,408	1,356	52	11,939
2137	1 KINGSLAN	301	1,121	1,161	(40)	(12,113)
2142	1 ST. LOUI	134	3,202	3,616	(414)	(55,374)
2143	1 WATERVIL	234	1,224	1,313	(89)	(20,818)
2144	1 CHISAGO	0	4,097	4,213	(116)	0
2149	1 MINNEWAS	258	1,932	1,970	(38)	(9,828)
2154	1 EVELETH-	275	1,722	1,749	(27)	(7,434)
2155	1 WADENA-D	247	1,593	1,666	(73)	(18,046)
2159	1 BUFFALO	92	724	694	30	2,799
2164	1 DILWORTH	222	1,538	1,492	46	10,167
2165	1 HINCKLEY	207	1,281	1,307	(26)	(5,344)
2167	1 LAKEVIEW	128	640	626	14	1,809
2168	1 NRHEG	194	1,248	1,164	84	16,197
2169	1 MURRAY C	165	995	1,016	(21)	(3,457)
2170	1 STAPLES-	303	1,868	2,034	(165)	(50,027)
2171	1 KITTSO	58	546	581	(36)	(2,098)
2172	1 KENYON-W	178	1,196	1,219	(22)	(3,992)
2174	1 PINE RIV	0	1,477	1,520	(43)	0
2176	1 WARREN-A	230	787	858	(71)	(16,224)
2180	1 MACCRAY	228	1,072	1,132	(60)	(13,784)
2184	1 LUVERNE	107	1,599	1,503	96	10,243
2190	1 YELLOW M	223	1,482	1,627	(145)	(32,312)
2198	1 FILMORE	283	973	1,026	(53)	(14,982)
2215	1 NORMAN C	289	476	545	(69)	(19,890)
2310	1 SIBLEY E	167	1,491	1,551	(60)	(10,015)
2311	1 CLEARBRO	130	694	623	71	9,265
2342	1 WEST CEN	200	1,118	1,118	0	0
2358	1 KARLSTAD	230	376	408	(32)	(7,336)
2364	1 BELGRADE	220	1,050	1,085	(36)	(7,828)
2365	1 G.F.W.	21	1,169	1,199	(30)	(621)
2396	1 A.C.G.C.	253	1,213	1,390	(178)	(44,997)
2397	1 LESUEUR-	219	1,637	1,705	(68)	(14,859)
2448	1 MARTIN C	136	1,141	1,061	80	10,879
2527	1 HALSTAD-	225	444	384	60	13,491

ESTIMATED 2000-01 REFERENDUM AID ADJUSTMENTS
 EXCLUDES AID RECEIVED BY CHARTER SCHOOLS

BUCK1
 01/25/2000

	A	B	C	D	E	
	REFERENDUM AID/PU	RESIDENT PU	ADJUSTED PU	OPTIONS PU = C-B	ADJUSTMENT = A X D	
2534	1 OLIVIA-B	173	1,200	1,194	5	950
2536	1 GRANADA	100	378	425	(47)	(4,749)
2580	1 SANDSTON	293	1,158	1,142	16	4,768
2609	1 WIN-E-MA	158	500	543	(43)	(6,813)
2683	1 GREENBUS	269	574	557	17	4,674
2687	1 HOWARD L	242	1,184	1,461	(276)	(67,003)
2689	1 PIPESTON	114	1,738	1,777	(39)	(4,404)
2711	1 MESABI E	284	1,430	1,423	7	2,025
2752	1 FAIRMONT	116	2,398	2,258	140	16,249
2753	1 LONG PRA	304	1,553	1,646	(93)	(28,231)
2754	1 CEDAR MO	86	526	529	(4)	(304)
2758	1 REDWOOD	0	1,755	1,637	117	0
2759	1 EAGLE BE	300	524	667	(143)	(42,893)
2805	1 ZUMBROTA	277	1,444	1,461	(17)	(4,844)
2835	1 JANESVIL	182	729	925	(196)	(35,762)
2853	1 MADISON-	176	1,478	1,553	(75)	(13,297)
2854	1 ADA-BORU	160	625	610	15	2,370
2856	1 STEPHEN-	146	515	515	1	82
2859	1 GLENCOE-	263	2,257	2,269	(12)	(3,129)
2860	1 BLUE EAR	187	1,776	1,837	(62)	(11,505)
2862	1 JACKSON	0	1,550	1,599	(49)	0
2884	1 RED ROCK	128	675	761	(86)	(11,055)
2886	1 GLENVILL	213	586	592	(6)	(1,342)
2887	1 MCLEOD W	98	638	689	(51)	(5,004)
2888	1 CLINTON-	164	639	711	(72)	(11,828)
2889	1 LAKE PAR	42	820	826	(6)	(251)
2890	1 DRSH	96	1,067	1,125	(57)	(5,533)

Exhibit - 24

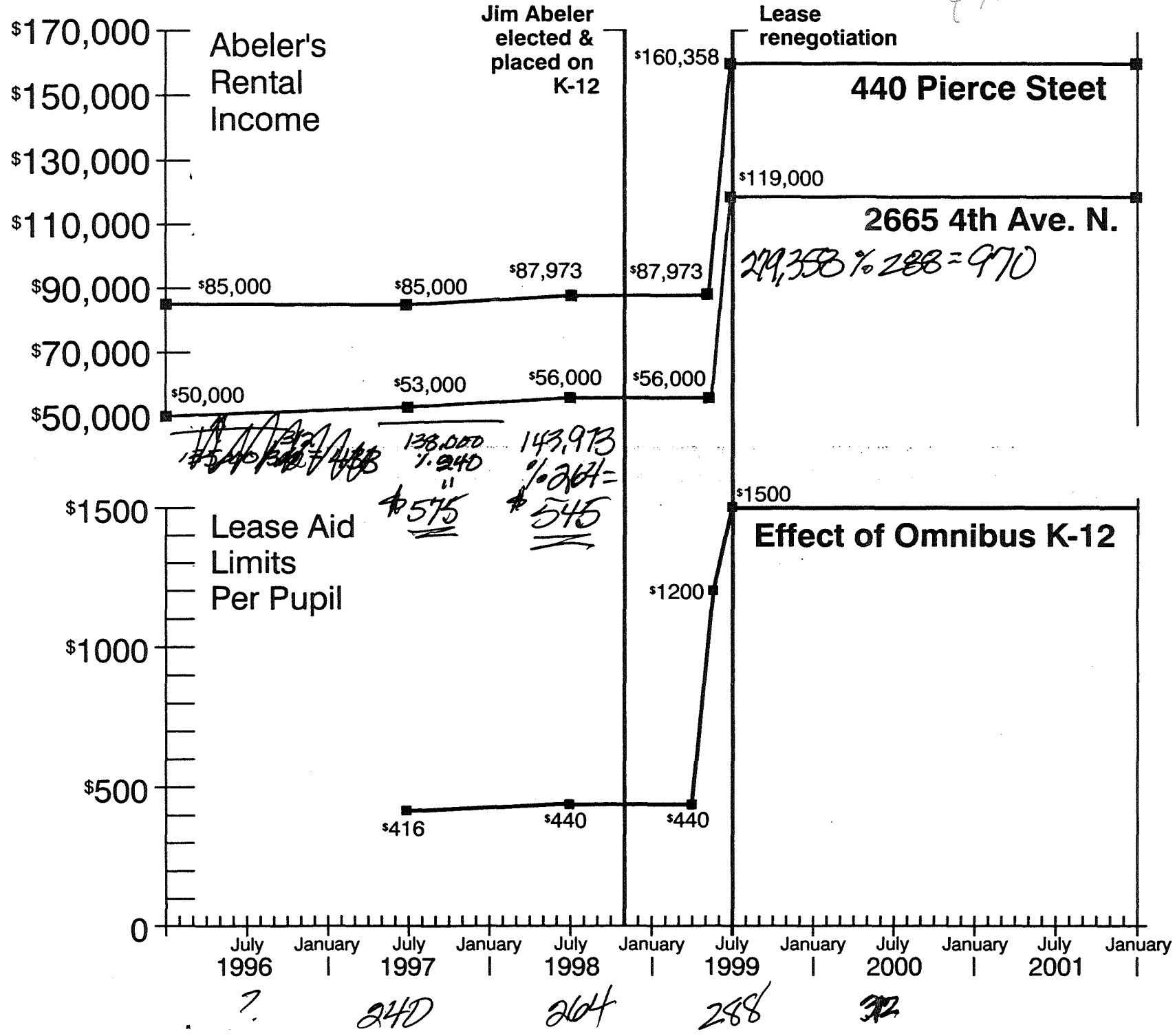


Exhibit 2.5

Information Request:
Representative Abeler

1. Please list all disclosures you have made to the K-12 Finance Committee, or its members, regarding your ownership of properties rented to the P.A.C.T. Charter school. Include the date of these disclosures, the individual(s) to whom the disclosures were made, the information disclosed, and whether the disclosures were written or oral.
2. Please list all disclosures you have made to the Speaker of the House regarding your ownership of properties rented to the P.A.C.T. Charter school. Include the date of these disclosures, the information disclosed, and whether the disclosures were written or oral.
3. Please list all disclosures you have made to the Minnesota Department of Children Families and Learning (DCFC) regarding your ownership of properties rented to the P.A.C.T. Charter school. Include the date of these disclosures, the individual(s) to whom the disclosures were made, the information disclosed, and whether the disclosures were written or oral. Please provide all written or oral information, advice, or opinions you received from individuals in the DCFC regarding this matter.
4. Please explain why you renegotiated your lease with the P.A.C.T. Charter school in December 1999. Who initiated the renegotiation of the lease? Why did you increase the rent in at this time? Why did you make the rent increase retroactive to July 1999?
5. Please explain why you offered an amendment to HF 3120 in the K-12 Finance Committee on March 6, 2000 that would allow the P.A.C.T. Charter school to retain \$82,000 in funding. At the time the K-12 Finance Committee voted on the amendment, had you disclosed your building lease to the P.A.C.T. Charter school to the Committee, or any of its members? Had you disclosed this information to the Speaker of the House? Did you participate in this vote to amend HF 3120?
6. At the time the K-12 Finance Committee voted to amend HF 820 on March 12, 1999 to increase charter school lease aid, had you disclosed to the Committee, or any of its members, your building lease to the P.A.C.T. Charter school? At the time of this vote, had you disclosed this information to the Speaker of the House? Did you participate in this vote to amend HF 820?
7. At the time the House of Representatives voted on HF 2333 on April 26, 1999 to increase charter school lease aid, had you disclosed to the Speaker of the House your building lease to the P.A.C.T. Charter school? Did you vote on HF 2333 on that date?
8. At the time the House of Representatives voted on HF 2333 on May 17, 1999 to increase Charter School lease aid, had you disclosed to the Speaker of the House your building lease to the P.A.C.T. Charter school? Did you vote on HF 2333 on that date?

9. At the time the House of Representatives voted on HF 3800 on March 21, 2000 to increase charter school lease aid, had you disclosed to the Speaker of the House your building lease to the P.A.C.T. Charter school? Did you vote on HF 3800 on that date?
10. At the time the House of Representatives voted on HF 3800 on May 9, 2000 to increase charter school lease aid, had you disclosed to the Speaker of the House your building lease to the P.A.C.T. Charter school?
11. Had you read HF 820, or were you aware of the bill's contents, at the time the bill was amended to increase school lease aid in the K-12 Finance Committee? Did you participate in this vote to adopt the amendment? Were you aware at the time of the committee vote that you leased a building to the P.A.C.T. Charter school? Why did you vote in favor increasing the lease aid in the K-12 Finance Committee?
12. Had you read HF 2333, or were you aware of the bill's contents regarding school lease aid, at the time the House of Representatives voted on this bill on April 26, 1999? Did you participate in this vote? Were you aware at the time of the floor vote that you leased a building to the P.A.C.T. Charter school? Why did you vote in favor of the bill on the floor of the House of Representatives?
13. Had you read HF 2333, or were you aware of the bill's contents regarding school lease aid, at the time the House of Representatives voted on this bill on May 17, 1999? Did you participate in this vote? Were you aware at the time of the floor vote that you leased a building to the P.A.C.T. Charter school? Why did you vote in favor of the bill on the floor of the House of Representatives?
14. Had you read HF 3800, or were you aware of the bill's contents regarding school lease aid, at the time the House of Representatives voted on this bill on March 21, 2000? Did you participate in this vote? Were you aware at the time of the floor vote that you leased a building to the P.A.C.T. Charter school? Why did you vote in favor of the bill on the floor of the House of Representatives?
15. Had you read HF 3800, or were you aware of the bill's contents regarding school lease aid, at the time the House of Representatives voted on this bill on May 9, 2000? Did you participate in this vote? Were you aware at the time of the floor vote that you leased a building to the P.A.C.T. Charter school? Why did you vote in favor of the bill on the floor of the House of Representatives?
16. Did you contact any member of the DFL Caucus and say that if an ethics charge was filed against you, a charge may be filed against a DFL member?