

**INDEPENDENT SCHOOL  
DISTRICT #624**



**SCHOOL BOARD  
AGENDA**

June 13, 2016

# MISSION STATEMENT

**The mission of the White Bear Lake Area School District, a leader in innovative education and community partnerships, is to ensure our students:**

- **develop a love for learning,**
- **excel academically,**
- **are inspired to realize their dreams, and**
- **become engaged citizens with a global understanding**

**by challenging each student with a dynamic, respectful and inclusive environment that nurtures the unique talents and abilities of every student.**

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

To: Members of the School Board

From: Michael J. Lovett  
Superintendent of Schools

Date: June 1, 2016

A Student Recognition will be held on **Monday, June 13, 2016**, at **6:15 p.m.** in the Community Room at the District Center, 4855 Bloom Avenue, White Bear Lake, MN.

A meeting of the White Bear Lake Area School Board will be held on **Monday, June 13, 2016** at 7:00 p.m. in Community Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN.

**AGENDA**

**A. PROCEDURAL ITEMS**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Consent Agenda
  - a) Approval of Minutes
  - b) Payment of Invoices
  - c) Correspondence
  - d) Acceptance of Gifts (read resolution)
  - e) Approve Field Trips
  - f) Human Resources Items

**B. PUBLIC FORUM**

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

1. Public Forum will follow the Procedural Items on the agenda.
2. Public Forum will be open up to 30 minutes (3minutes per speaker, 10 minutes per topic, no more than 3 speakers per topic as a general rule). Comments should be brief, and repetition of public comments already expressed at the same meeting should be avoided.
3. Those who wish to address the Board should fill out the Public Forum Speaker Card and submit the card to the School Board clerk or other district official at the meeting.
4. Questions may be asked on any topic, including those on the agenda.
5. School District policy and data privacy laws preclude the Board from publicly discussing personnel matters or data, including information, which, if discussed in a public meeting could violate law or policy. Complaints or concerns regarding individual school district employees should be presented in writing to school administration and signed by the person submitting the complaint or concern.

6. An attempt will be made to answer questions addressed to the Board. In those cases where an answer is not provided a contact from an appropriate school district official will be made as a follow-up.
7. A handout on the purpose of school board meetings and the meeting process is available at each school board meeting.
8. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
9. The School Board Chairperson will attempt to reasonably honor requests to speak, but shall also exercise discretion with regard to time constraints and therefore may limit the number of requests to speak accordingly.

**C. INFORMATION ITEMS**

1. Recognition for Environmental Award : Race to Reduce
2. Superintendent's Report

**D. DISCUSSION ITEMS**

1. First Reading of School Board Policies:
  - a. Policy 102, Equal Educational Opportunity
  - b. Policy 413, Harassment and Violence
  - c. Policy 414, Mandated Reporting of Child Neglect or Physical or Sexual Abuse

**E. OPERATIONAL ITEMS**

1. Action on 2016-17 Preliminary Budget
2. Action on Property and Casualty Insurance Renewal
3. Action on Workers Compensation Insurance
4. Action on Student Transportation Contracts
  - a. Twin Cities Transportation, Inc.
  - b. Treasured Transportation, LLC
5. Action on Meal Prices for 2016-17
6. Northeast Metropolitan Intermediate School District 916's Long Term Facility Maintenance Budget and Proportionate Share
7. Action on Extended Day Agreement for 2015-17
8. Action on Scheduling Date and Time of Work-Study/Board Retreat on Monday, July 11
9. Action on Probationary Release

10. Action on School Board Policies:

a. Policy 506, Discipline

b. Policy 601, School District Curriculum and Instruction Goals

**F. BOARD FORUM**

**G. ADJOURNMENT**

# **A. PROCEDURAL ITEMS**

AGENDA ITEM: **Consent Agenda**  
MEETING DATE: **June 13, 2016**  
SUGGESTED DISPOSITION: **Action Items**  
CONTACT PERSON(S): **Dr. Michael J. Lovett, Superintendent**

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The Consent Agenda is designed to expedite the handling of routine and miscellaneous official business of the School Board. The entire agenda may be adopted by the Board in one motion. The motion for adoption is not debatable and must receive unanimous approval. By request of an individual Board member, an item can be removed from the Consent Agenda and placed upon the regular agenda for consideration and action.

**Consent Agenda**

- a) Approval of Minutes
- b) Payment of Invoices
- c) Correspondence
- d) Acceptance of Gifts
- e) Field Trip Request(s)
- f) Human Resources Items

**RECOMMENDATION:**

BE IT RESOLVED by the School Board of Independent School District No. 624 that Consent Agenda items, A-5a through A-5f, be approved as written, and a copy of the agenda items is attached to the minutes.

AGENDA ITEM: **School Board Minutes**  
MEETING DATE: **June 13, 2016**  
SUGGESTED DISPOSITION: **Action Item**  
CONTACT PERSON(S): **Ellen Fahey, School Board Clerk**

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**BACKGROUND:**

The School Board minutes from last month's meeting are being presented for approval by the School Board.

**RECOMMENDATION:** Approve minutes.

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

A meeting of the White Bear Lake Area School Board was held on **Monday, May 9, 2016** at 7:00 p.m. in Community Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN 55110.

**A. PROCEDURAL ITEMS**

1. Chair Newberg called the meeting to order at 7:13 p.m.
2. Roll Call – Present: Chapman, Fahey, Kimball, Mullin, Newberg, Newmaster, Wilson  
Ex-Officio: Michael Lovett, Superintendent of Schools  
Cabinet: Daniels, Garrison, Goers, Kazmierczak, Paul, Vette, Wehrkamp,  
Student School Board Representative: Renner
3. Pledge of Allegiance
4. Wilson moved and Chapman seconded to approve the agenda as presented. ***Voice vote: all ayes. Motion carried.***
5. Kimball moved and Wilson seconded to approve the consent agenda consisting of:
  - Approval of minutes of regular meeting of April 11, 2016 and work-study session of April 25, 2016;
  - Payment of invoices based upon a random sample, all of which met the standards and guidelines as set by the Board;
  - Passage of resolution regarding acceptance of gifts with thank you letters directed to the donors;
  - Approval of field trips;
  - Passage of resolution to approve personnel issues to include:
    - **Resignation/Termination – Classified Staff**  
Jonathan Hagen – Custodian, Matoska International  
Employed by District 624 since 07/13/2015  
Effective Date: 04/19/2016  
Emilee Lerol- Extended Day Program Assistant Leader, Oneka Elementary  
Employed by District 624 since 12/07/2015  
Effective Date: 04/22/2016  
Kari Levi - Extended Day Program Assistant Leader, Oneka Elementary  
Employed by District 624 since 10/25/2011  
Effective Date: 03/25/2016
    - **Resignation/Termination – Certified Staff**  
Stephanie Dellaria – Special Education Teacher, Otter Lake Elementary  
Employed by District 624 since 08/20/2014  
Effective Date: 06/10/2016  
Adam Eberlein – World Language Teacher, Birch Lake Elementary & Central Middle School  
Employed by District 624 since 08/20/2014  
Effective Date: 06/10/2016  
Eliza Snortland – Music Teacher, Central Middle School  
Employed by District 624 since 08/21/2013  
Effective Date: 06/10/2016

- **Resignation - Cabinet**  
Kristine Wehrkamp – Director of Community Services & Recreation  
 Employed by District 624 since 07/01/2013  
 Effective Date: 06/16/2016
- **Resignation Agreement**  
Michelle Dombrovski – Special Education Teacher, High School – North Campus  
 Employed by District 624 since 08/24/2011  
 Effective Date: 12/31/2015
- **Retirements - Non-Licensed Staff**  
Sally Hendrickson – Administrative Assistant, Otter Lake Elementary  
 Employed by District 624 since 09/01/1987  
 Effective Date: 06/10/2016  
Mark Quatmann – Head Custodial Engineer, High School – South Campus & ALC  
 Employed by District 624 since 10/10/1994  
 Effective Date: 04/27/2016
- **Retirements - Professional Staff**  
 Nancy Melquist – Early Childhood Education Supervisor, Normandy Park  
 Employed in District 624 since 08/26/2013  
 Effective Date: 06/30/2016
- **Part-Time Leave Request - Certified Staff**  
Margaret Jakoblich – Art Teacher, Sunrise Park Middle School, .10 Leave (.90 position)  
 Effective Date: 2016-2017 School Year  
Cortney Johnson – Kindergarten Teacher, Otter Lake Elementary, .80 Leave (.20 position)  
 Effective Date: 2016-2017 School Year  
Celeste Ruebl – Speech & Language Pathologist, Lakeaires Elementary, .20 Leave (.80 position)  
 Effective Date: 2016-2017 School Year  
Stephanie Tollison – School Psychologist, Sunrise Park Middle School, .20 Leave (.80 position)  
 Effective Date: 2016-2017 School Year
- **Full-Time Leave Request - Non-Affiliated**  
Rebecca Edberg – HR Coordinator  
 Employed by District 624 since 07/08/2013  
 Effective Date: Approx. 07/04/2016 through 10/04/2016
- **Full – Time Leave Request – Certified Staff**  
Robert Anderson – EL Teacher, High School – South Campus  
 Employed by District 624 since 08/26/2010  
 Effective Date: 04/21/2016 through 06/10/2016  
Cara Cardoso – School Psychologist, Hugo Elementary  
 Employed by District 624 since 08/22/2012  
 Effective Date: March 11, 2016 through June 10, 2016  
Stephanie Dellaria – Special Education Teacher, Otter Lake Elementary

- Employed by District 624 since 08/20/2014  
 Effective Date: 04/11/2016 through 05/20/2016  
Kristina Denucci – EL Teacher, Sunrise Park Middle School  
 Employed by District 624 since 08/21/2008  
 Effective Date: October 19, 2015 through April 20, 2016  
Jennifer Elias - 1<sup>st</sup> Grade Teacher, Lakeaires Elementary  
 Employed by District 624 since 08/21/2008  
 Effective Date: March 2, 2016 through June 10, 2016  
Michael Hamernick – Language Arts Teacher, Area Learning Center  
 Employed by District 624 since 08/24/2000  
 Effective Date: 2016-2017 School Year  
Heather Kay – Special Education Teacher, High School –  
 North Campus  
 Employed by District 624 since 08/24/2015  
 Effective Date: 04/13/2016 through 06/08/2016  
Susan Mahoney – 1<sup>st</sup> Grade Teacher, Matoska International  
 Employed by District 624 since 09/24/1996  
 Effective Date: April 18, 2016 through June 10, 2016  
Jenna Marty – 1<sup>st</sup> Grade Teacher, Hugo Elementary  
 Employed by District 624 since 09/06/2011  
 Effective Date: April 11, 2016 through June 10, 2016  
Amy Saaribovre – Math Teacher, High School – South Campus  
 Employed by District 624 since 08/24/2015  
 Effective Date: January 21, 2016 through April 6, 2016
- **Change In Continuing Contract – Certified Staff**  
Vanessa Schulte – School Social Worker, District Wide  
 From .60 f.t.e. to 1.0 f.t.e  
 Effective Date: 03/28/2016 through 06/10/2016
  - **New Personnel – Classified Staff**  
Jennifer Birkeland – Program Assistant Leader, Oneka Elementary  
 \$12.92 / hr., 2.5 hrs. / 54 days \$1,744.20  
 Effective Date: 04/18/2016  
Kim Lucio – HR Representative, District Center  
 8 hrs. / 260 days \$57,488  
 Effective Date: 07/01/2016  
Lanae Nelson – Administrative Assistant, Special Services  
 \$17.64 / hr., 8 hrs. / 54 days \$7,620.48 (Pro-rated on \$36,832.32)  
 Effective Date: 04/18/2016
  - **New Personnel - Non-Affiliated**  
Florence Ferguson – Transportation Coordinator/Dispatch Specialist,  
 Bus Garage  
 \$7,164.75 (pro-rated on \$42,500)  
 Effective Date: 05/02/2016
  - **New Personnel - Certified Staff**  
Debra Givot – 1.0 Licensed School Nurse, District Wide  
 BA +15, Step 8, \$14,038.60

Effective Date: March 28, 2016

Monica Kubow - .6 FTE Licensed School Nurse, High School – South Campus & ALC

MA, Step 5, \$20,436.80

Effective Date: 11/30/2015

Rebekka McCormick – 1.0 FTE School Counselor, Area Learning Center  
MA Step 1, \$45,933

Effective Date: 2016-2017 School Year

Amy Oian - .8 FTE School Social Worker, Transition Education Center  
MA, Step 11, \$52,944

Effective Date: 2016-2017 School Year

➤ **Licensed Employment - Long Term Substitute**

Shana Eberhard – Special Education Teacher, Otter Lake Elementary  
MA, Step 12, \$7,927.18 (Pro-rated on \$66,865)

Effective Date: April 13, 2016 – May 20, 2016

Susan Fish – 3<sup>rd</sup> Grade Teacher, Lakeaires Elementary

BA, Step 2, \$14,544.95 (pro-rated on \$41,193)

Effective Date: March 2, 2016 – June 10, 2016

Shea Goetting – 1<sup>st</sup> Grade Teacher, Matoska International

BA, Step 1, \$8,319.58 (Pro-rated on 40,350)

Effective Date: April 18, 2016 – June 10, 2016

Amber Messner – 1<sup>st</sup> Grade Teacher, Lakeaires Elementary

BA Step 1, \$14,247.29 (Pro-rated on \$40,350)

Effective Date: 03/11/2016 through 06/10/2016

Leigh Mills – 1<sup>st</sup> Grade Teacher, Hugo Elementary

BA, Step 13, \$13,261.31 (Pro-rated on \$57,171)

Effective Date: April 11, 2016 – June 10, 2016

Sandy Peters – School Psychologist, Hugo Elementary

MA +60, Step 13, \$25,410.90 (Pro-rated on \$80,815)

Effective Date: 03/02/2016 through 06/10/2016

Donna Peterson – Special Education Teacher, North Campus

MA +60, Step 13, \$17,496.03 (Pro-rated on \$80,815)

Effective Date: April 14, 2016 – June 10, 2016

***Roll call vote: ayes: Chapman, Fahey, Kimball, Mullin, Newberg, Newmaster, Wilson; nays, none. Motion carried.***

**B. PUBLIC FORUM** - There were no speakers during public forum.

**C. INFORMATION ITEMS**

1. Recognition of Student Liaisons to the School Board - Janet Newberg, School Board Chair, spoke on behalf of the school board to commend and recognize Kyra Renner and Hannah Schulz, 12th grade students at South Campus, for their outstanding contribution as the 2015-2016 student representatives.

2. Report on Student Spring Trips - Teachers Janel Toussaint and Kara Martinson and a student reported on the spring break trip to visit their partner school in Meaux, France. The students also visited Paris and Normandy. Teachers Dave and Lindsay Lamwers, two students, and a parent reported on the Sunrise and Central spring break trip to Costa Rica. Their trip included a visit to a partner school, service projects, and science.

*NOTE:* Member Chapman left the meeting at 7:35 p.m. to attend his son's concert.

3. Superintendent's Report - Students who participated in Speech Team, SkillsUSA National Competition, South Campus Student Council, and History Day were honored before the school board meeting. Kari Janzen, social studies teacher at Central Middle School, was honored as the VFW Minnesota Teacher of the Year.

Last week a ceremony was held at the Area Learning Center to recognize students who received state honors in the Minnesota Association of Alternative Programs Student Organization's (MAAP STARS) competition, earning awards in the Gold, Silver, and Bronze categories. One of our students, Kayla Hernandez, was recognized as a nominee for MAAP STARS Student of the Year.

Along with graduations taking place for our 4 year-old programs, kindergartners, and 5th grade students we will be celebrating 2016 graduates soon. Transition Plus graduation ceremony will take place 12:30 pm Wednesday, June 8 at the Community Auditorium, Area Learning Center graduation is at 6:30 pm Thursday, June 9 at South Campus Theater, WBLAHS graduation is at 7 pm Friday, June 10 at Aldrich Arena.

Philip Wacker, a science teacher at WBLAHS and ALC, was selected as the White Bear Lake Area Teacher of the Year.

*NOTE:* Member Chapman returned to the meeting at 7:50 p.m.

Student School Board Representative Kyra Renner reported that South Campus raised \$3,800 to go to the Angel Fund, H2O for Life, and student council. North Campus raised over \$1,000 for an H2O for Life project - building a well in Uganda. The District Night of Jazz was held tonight. The spring play, The Somewhat True Tale of Robin Hood, will be at 7 pm on May 19, 20, 21. North Campus will hold their Awards Night on May 11th and South Campus on May 18th. South Campus students have the opportunity to participate in the Homeless Sleep Out on Friday, May 20.

## D. DISCUSSION ITEMS

1. First Reading of School Board Policies:
  - Policy 506, White Bear Lake Area School District Student Discipline Policy  
**NOTE: Suggested change to Policy 506 Section VI Code of Student Conduct - Unacceptable Behaviors #21.** Use of ~~nuisance~~ devices or objects ~~which to~~ cause distractions or disruptions and may facilitate cheating, including, but not limited to: pagers, cell phones, ~~including picture phones~~, and other electronic devices: (suggested changes are in bold)
  - Policy 601, School District Curriculum and Instruction Goals

These policies will be on the June 13 school board agenda for action.

## E. OPERATIONAL ITEMS

1. Chapman moved and Newmaster seconded to accept E3(Enhancing Environmental Experiences) grants from the White Bear Lake Area Educational Foundation. **Roll call vote: ayes: Chapman, Fahey Kimball, Mullin, Newberg, Newmaster, Wilson; nays none. Motion carried.**
2. Mullin moved and Wilson seconded to accept the Construction Careers Foundation grant of \$25,000 for portable welding equipment. **Roll call vote: ayes: Chapman, Fahey, Kimball, Mullin, Newberg, Newmaster, Wilson; nays, none. Motion carried.**
3. Kimball moved and Newberg seconded to approve the resolution of Non-renewal of probationary licensed staff. **Roll call vote: ayes: Chapman, Fahey, Kimball, Mullin, Newberg, Newmaster, Wilson; nays, none. Motion carried.**
4. Chapman moved and Wilson seconded to authorize the award of Prime Food Vendor to Indianhead Foodservice Distributor for the period of July 1, 2016 through June 30, 2017, at an estimated value of \$1.3 million with an option to renew for up to four additional years. **Roll call vote: ayes: Chapman, Fahey, Kimball, Mullin, Newberg, Newmaster, Wilson; nays, none. Motion carried.**
5. Wilson moved and Kimball seconded to accept the bid for the South Campus stadium press box replacement project submitted by Seating and Athletic Facility Enterprises (SAAFE) in the amount of \$214,574. **Roll call vote: ayes: Wilson; nays, Chapman, Fahey, Kimball, Mullin, Newberg, Newmaster. Motion failed.**
6. Wilson moved and Newmaster seconded to approve the following policies as recommended by the School Board Policy Committee and Cabinet.
  - Policy 522 - Student Sex Nondiscrimination
  - Policy 523 - Policies Incorporated by Reference

- Policy 602 - Organization of School Calendar and School Day
- Policy 609 - Religion

*Voice vote, all ayes, nays none. Motion carried.*

7. Fahey moved and Newmaster seconded to approve the 2015 - 17 Collective Bargaining Agreement for Paraprofessionals. ***Roll call vote: ayes: Chapman, Fahey, Kimball, Mullin, Newberg, Newmaster, Wilson: nays: none. Motion carried.***

**BOARD FORUM** - Student representative Kyra Renner thanked the board for the opportunity to serve as a student liaison. Kimball thanked Kristine Wehrkamp, Director of Community Services & Recreation, for her service to the district and wished her well in her new role. He also thanked retiring staff Sally Hendrickson for 29 years of service, Mark Quatmann for 22 years of service, and Nancy Melquist, Early Childhood Education Supervisor. Newmaster reported on the work being done by the Senior Community Forum Action Teams to compile an online directory entitled “White Bear Lake Area Seniors, Family and Friends CONNECTIONS”. The Senior Community Forum is convened and facilitated by the WBLA School District. Fahey reported on the successful middle school musical, Shrek, Jr., the 1st Annual Orchestra Jamboree held at Sunrise Park Middle School with over 200 elementary students participating, and a professional development activity organized by Equity AllianceMN and The Food Group - Walk in Another’s Shoes: A Simulation of Poverty. This was led by Dr. Raj Sethuraju, Metropolitan University, and is designed to help participants develop an understanding of poverty and homelessness.

**ADJOURNMENT**- Wilson moved and Newberg seconded to adjourn the meeting at 8:39 p.m. *Voice vote, all ayes. Motion carried.*

Submitted by: Ellen Fahey, Clerk

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

A work study session of the White Bear Lake Area School Board was held on **Monday, May 23, 2016** at 5:30 p.m. in Community Room 112 at the District Center, 4855 Bloom Avenue, White Bear Lake, MN.

**A. PROCEDURAL ITEMS**

1. Call to order - Newberg called the meeting to order at 5:30 p.m.  
Roll Call - Present: Chapman (5:35 p.m.), Fahey, Kimball (5:41 p.m.), Mullin, Newberg, Newmaster, Wilson  
Student Representative: Renner  
Ex-officio: Lovett  
Cabinet: Daniels, Garrison, Goers, Kazmierczak, Paul, Vette, Wehrkamp

**B. DISCUSSION ITEMS**

**1. Update on School Board/Superintendent Goals**

a) **Update on Equity Plan**

a-1) **Action Step VI.5 - Parent Institute for Quality Education (PIQE); Progress during 2015-2016**

Assistant Superintendent for Teaching and Learning Sara Paul, PreK Cultural Liaison Mee Xiong-Yang, and K-12 Cultural Liaison Malia Yang-Xiong presented an update on PIQE a new program launched last fall to connect families, students, teachers/staff. This free, nine-week program educates parents on how to foster a positive educational environment for their children both at home and at school. Cultural liaisons Mee Xiong-Yang and Malia Yang-Xiong provided information on the White Bear Lake Area Schools Education Broadcast (Xov Tooj Cua Kev Kawm) an alternative way to enhance communication with families who may have barriers that limit their connections to the schools. The broadcast, utilizing Hmong Radio a conference call format, provides Hmong families opportunities to participate and engage in order to support their children's academic success. The broadcasts were on Mondays and Wednesdays 5:00 - 9:00 p.m. April 20 - May 23, 2016. It is proposed that the broadcasts will resume in the fall. Information on the broadcasts is on the district website in the Teaching and Learning Department section.

a-2) **Action Step I-2 - Equal Opportunity Schools (EOS); Progress during 2015-2016 and plans for 2016-2017**

Assistant Superintendent for Teaching and Learning Sara Paul, North Campus Principal Don Bosch, South Campus Principal Tim Wald, and

Assessment Coordinator Brian Morris presented information on our work with the organization Equal Opportunity Schools to increase access to college level classes. Students and staff were surveyed to identify students that are ready for college level courses but not yet accessing the opportunity. Insight cards were prepared on each student and outreach occurred. To support student success steps are being put in place to build a sense of belonging, develop growth mindsets and study supports, and link each college course to purpose and value. To support staff steps are being put in place to build instructional capacity, provide intervention support, provide structures for holistic understanding of each learner, and create structures to work in partnership with parents. The complete presentation is on the district website.

- b) Goal 4 (c) - Progress Report on Review of District Programs and Services Support Students with Mental Health and Chemical Dependency Needs  
Director of Student Support Services Kathleen Daniels, District Placement Coordinator and Homeless Liaison Avis Fink, and Mary Sue Hanson from the Suburban Ramsey Family Collaborative presented information on the current review of the District's Chemical and Mental Health Services and partnerships. The small group team examined White Bear Lake Area Schools current Mental Health/Chemical Health programs and identified appropriate interventions and support. The large group team reviewed what resources are available and accessed in WBLAS, examined best practices, examined what is working well, and identified gaps. Preliminary trends have been identified for potential recommendations to be presented in the Fall of 2016. The complete presentation is on the district website.
- c) Goal 2 - Preliminary Presentation of Budget for 2016 - 2017  
Assistant Superintendent for Finance and Operations Dr. Wayne Kazmierczak and Mary Vaske presented a draft preliminary budget for fiscal year 2017 and projected budgets for fiscal years 2018 through 2020. Nutrition Services Coordinator Bridget Lehn presented the proposed meal price increase for 2016-2017 due to the Federal requirement for weighted-average price in 2016-2017. Elementary breakfast \$1.70 (.05 increase), adult breakfast \$1.90 (.05 increase), elementary lunch \$2.60 (.05 increase), secondary lunch \$2.95 (.05 increase), adult lunch \$4.00 (.10 increase).

*NOTE: Board member Kimball left the meeting at 7:27 p.m.*

Transportation Coordinator Mike Turitto and Tom Watson, Watson Consulting, provided preliminary information on the transportation contract procurement.

Building Operations Supervisor Dan Roeser, Larson Engineering representative Greg Buchal, and Administrator Tim Hermann were present to answer questions about the replacement of the South Campus press box.

*RECESS - Chair Newberg called the meeting into recess at 8:18 p.m.*

2. Negotiations Study Session - Chair Newberg reconvened the meeting at 8:24 p.m. This portion of the meeting was closed to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota Statutes 179.A.01 to 179.A.25.

Board members present: Chapman, Fahey, Mullin, Newberg, Newmaster, Wilson

Board member absent: Kimball

Administrators present: Lovett, Kazmierczak, Goers

**C. ADJOURNMENT** - Newberg adjourned the closed session at 8:51 p.m.

Submitted by: Ellen Fahey, Clerk

AGENDA ITEM: **Monthly Check Registers**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Action Item**

CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Assistant Superintendent of Finance and Operations**  
**Mary Vaske, Controller**

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**BACKGROUND:**

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

**RECOMMENDATION:**

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

## White Bear Lake Area Schools Electronic Transfers - May

|   | <u>5/13/2016</u> | <u>5/31/2016</u> |
|---|------------------|------------------|
| Direct Deposit 444341-445760                | 1,630,386.86     |                  |
| U.S. Treasury (FICA, Medicare, withholding) | 637,276.41       |                  |
| MN State Income Tax                         | 98,358.92        |                  |
| PERA  | 100,838.56       |                  |
| TRA   | 300,535.64       |                  |
| White Bear Lake Teacher's Association       | 37,424.72        |                  |
| Empower                                     | 4,790.66         |                  |
| American Funds                              | 77,503.14        |                  |
| AIG   | 6,622.48         |                  |
| ESI   | 24,104.32        |                  |
| AXA   | 33,957.53        |                  |
| State of MN Levies                          | 2,271.57         |                  |
| State of MN - Unemployment Insurance        |                  |                  |
| Direct Deposit 445761-447208                |                  | 1,669,845.83     |
| U.S. Treasury (FICA, Medicare, withholding) |                  | 650,422.07       |
| MN State Income Tax                         |                  | 100,485.47       |
| PERA  |                  | 102,495.79       |
| TRA   |                  | 303,526.92       |
| White Bear Lake Teacher's Association       |                  | 37,723.07        |
| Empower                                     |                  | 4,667.80         |
| American Funds                              |                  | 75,733.68        |
| AIG   |                  | 6,622.48         |
| ESI   |                  | 24,192.06        |
| AXA   |                  | 33,732.59        |
| State of MN Levies                          |                  | 2259.57          |

| Check Nbr | Vendor Name                | Check Date | Check Amount |
|-----------|----------------------------|------------|--------------|
| 151601035 | ACCIARI, NICOLE E          | 05/09/2016 | 146.17       |
| 151601036 | ANDERSON, CHRISTINE E      | 05/09/2016 | 365.97       |
| 151601037 | ANDREA, KRIS A             | 05/09/2016 | 67.99        |
| 151601038 | BARKER, JACQUELINE L       | 05/09/2016 | 65.73        |
| 151601039 | BATENHORST, LYNSEY K       | 05/09/2016 | 797.23       |
| 151601040 | BONCHER, CHERYL R          | 05/09/2016 | 29.42        |
| 151601041 | BROOKSHAW, SUSAN ELIZABETH | 05/09/2016 | 69.99        |
| 151601042 | BUTTERS, CRYSTAL L         | 05/09/2016 | 107.61       |
| 151601043 | CANNIFF, AMY E             | 05/09/2016 | 291.61       |
| 151601044 | CRAIGAN, JENNIFER M        | 05/09/2016 | 88.68        |
| 151601045 | DYMIT, MARIE S             | 05/09/2016 | 82.62        |
| 151601046 | EDBERG, REBECCA J          | 05/09/2016 | 373.46       |
| 151601047 | EDGELL, JANE E             | 05/09/2016 | 362.96       |
| 151601048 | ENGSTRAN, PAUL A           | 05/09/2016 | 40.00        |
| 151601049 | FINK, AVIS A               | 05/09/2016 | 358.02       |
| 151601050 | GAMBONI, RICHARD A         | 05/09/2016 | 160.00       |
| 151601051 | GARCIA ANDERSON, ODELIS M  | 05/09/2016 | 543.64       |
| 151601052 | GRAMER, SARA JEAN          | 05/09/2016 | 595.34       |
| 151601053 | GREEN, COURTNEY H          | 05/09/2016 | 117.13       |
| 151601054 | GRITZMACHER, SHAWN W       | 05/09/2016 | 46.11        |
| 151601055 | HAMLOW, PAMELA J           | 05/09/2016 | 50.00        |
| 151601056 | HAWKINSON, STEVEN A        | 05/09/2016 | 84.95        |
| 151601057 | HOEG, SCOTT A              | 05/09/2016 | 68.31        |
| 151601058 | INDLECOFFER, TRACI D       | 05/09/2016 | 44.43        |
| 151601059 | JAMIESON, SARAH A          | 05/09/2016 | 72.00        |
| 151601060 | JODL, LINDA M              | 05/09/2016 | 250.75       |
| 151601061 | JOHNSON, SADIE R           | 05/09/2016 | 74.66        |
| 151601062 | KATZ, HEATHER J            | 05/09/2016 | 63.44        |
| 151601063 | KIRSCHLING, JULIENNE R     | 05/09/2016 | 232.01       |
| 151601064 | KOEHLER, KAYTE A           | 05/09/2016 | 80.00        |
| 151601065 | KOPPE, JON G               | 05/09/2016 | 19.00        |
| 151601066 | KROCAK, NANCY J            | 05/09/2016 | 196.72       |
| 151601067 | LAFRINIER, JENNIFER A      | 05/09/2016 | 146.64       |
| 151601068 | LAMWERS, LINDSAY M         | 05/09/2016 | 30.00        |
| 151601069 | LARSON, BRITA A            | 05/09/2016 | 75.87        |
| 151601070 | LEININGER, JOHN M          | 05/09/2016 | 2,816.72     |
| 151601071 | MACK, JEANNE C             | 05/09/2016 | 34.48        |
| 151601072 | MELQUIST, NANCY J          | 05/09/2016 | 220.31       |
| 151601073 | MILES, MARY T              | 05/09/2016 | 426.18       |
| 151601074 | NASVIK, CRAIG S            | 05/09/2016 | 121.44       |
| 151601075 | OLSON, ABIGAYIL E          | 05/09/2016 | 64.00        |
| 151601076 | OLSON, MARK A              | 05/09/2016 | 75.94        |
| 151601077 | OUREN, LISA M              | 05/09/2016 | 731.77       |
| 151601078 | PAULSON, THOMAS M          | 05/09/2016 | 125.26       |
| 151601079 | PETERSEN, JILL M           | 05/09/2016 | 214.37       |
| 151601080 | PINNOW, PAIGE E            | 05/09/2016 | 316.91       |
| 151601081 | POKORNY, MARY J            | 05/09/2016 | 95.59        |
| 151601082 | RATLIFF, GERALD            | 05/09/2016 | 153.36       |
| 151601083 | RIEBOW, MATTHEW R          | 05/09/2016 | 39.42        |
| 151601084 | ROSSITER, DANIEL J         | 05/09/2016 | 80.72        |

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| 151601085 | SAMUELSON, RICHARD T   | 05/09/2016              | 100.00       |
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| 151601087 | SKILLINGS, KATHERINE M | 05/09/2016              | 44.99        |
| 151601088 | SKOGEN, MATTHEW K      | 05/09/2016              | 85.02        |
| 151601089 | SMITH, JAMES M         | 05/09/2016              | 32.80        |
| 151601090 | STEADLAND, KEITH DAVID | 05/09/2016              | 35.81        |
| 151601091 | STEIG, HANNAH M        | 05/09/2016              | 46.17        |
| 151601092 | SWANSON, SHANNON M     | 05/09/2016              | 585.00       |
| 151601093 | SWENSON, CYNTHIA L     | 05/09/2016              | 58.32        |
| 151601094 | TUTTLE, JANE E P       | 05/09/2016              | 53.16        |
| 151601095 | VAIL, ANNE B           | 05/09/2016              | 187.59       |
| 151601096 | VAN ARRAGON, JANEL L   | 05/09/2016              | 150.24       |
| 151601097 | VICHICH, JOHN P        | 05/09/2016              | 300.00       |
| 63        | ACH                    | Check(s) For a Total of | 13,484.03    |

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|           | 0  | Manual                            | Checks For a Total of | 0.00      |
|           | 0  | Wire Transfer                     | Checks For a Total of | 0.00      |
|           | 63 | ACH                               | Checks For a Total of | 13,484.03 |
|           | 0  | Computer                          | Checks For a Total of | 0.00      |
| Total For | 63 | Manual, Wire Tran, ACH & Computer | Checks                | 13,484.03 |
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| 70279     | AARP DRIVER SAFETY PROGRAM     | 05/12/2016 | 580.00       |
| 70280     | AARP DRIVER SAFETY PROGRAM     | 05/12/2016 | 455.00       |
| 70281     | ABBOTT PAINT & CARPET INC      | 05/12/2016 | 86.27        |
| 70282     | ACER SERVICE CORP              | 05/12/2016 | 2,006.00     |
| 70283     | ADVANCED WIRELESS COMMUNICATIO | 05/12/2016 | 458.91       |
| 70284     | AMACO                          | 05/12/2016 | 108.70       |
| 70285     | AMAZON                         | 05/12/2016 | 223.38       |
| 70286     | AMAZON                         | 05/12/2016 | 50.96        |
| 70287     | AMERICAN MESSAGING             | 05/12/2016 | 87.17        |
| 70288     | AMERICAN UNITED LIFE           | 05/12/2016 | 71,550.71    |
| 70289     | AMERICAN UNITED LIFE           | 05/12/2016 | 1,500.00     |
| 70290     | AMERIPRISE FINANCIAL SERVICES  | 05/12/2016 | 12,088.82    |
| 70291     | AMERIPRIDE SERVICES            | 05/12/2016 | 838.78       |
| 70292     | ANOKA COUNTY TREASURY DEPARTME | 05/12/2016 | 195.29       |
| 70293     | APPLE COMPUTER INC             | 05/12/2016 | 1,049.00     |
| 70294     | APPLIED ENVIRONMENTAL SCI INC  | 05/12/2016 | 3,517.35     |
| 70295     | ARTHUR J GALLAGHER & CO        | 05/12/2016 | 3,030.00     |
| 70296     | ASHLAND PRODUCTIONS INC        | 05/12/2016 | 500.00       |
| 70297     | ASHTON, MARC                   | 05/12/2016 | 2,000.00     |
| 70298     | AVENUE SHIRT WORKS             | 05/12/2016 | 540.00       |
| 70299     | AVON BUSINESS FORMS & PROMOTIO | 05/12/2016 | 165.93       |
| 70300     | B W T & F ENTERPRISES LLP      | 05/12/2016 | 280.00       |
| 70301     | BARNETT, JAMES                 | 05/12/2016 | 30,264.00    |
| 70302     | BARNES & NOBLE                 | 05/12/2016 | 636.18       |
| 70303     | BARNETT WB CHRYSLER JEEP DODGE | 05/12/2016 | 200.00       |
| 70304     | BARNES, W MICHAEL              | 05/12/2016 | 52.00        |
| 70305     | BATTERIES PLUS BULBS           | 05/12/2016 | 22.72        |
| 70306     | BEAR PATCH QUILTING CO         | 05/12/2016 | 29.49        |
| 70307     | BENISH, RICHARD L              | 05/12/2016 | 76.00        |
| 70308     | BERGER, BRIAN                  | 05/12/2016 | 129.00       |
| 70309     | BERRY BLENDZ - EDEN PRAIRIE    | 05/12/2016 | 922.50       |
| 70310     | BEST WESTERN WB COUNTRY INN    | 05/12/2016 | 1,200.00     |
| 70311     | BEST WESTERN PLUS              | 05/12/2016 | 1,710.00     |
| 70312     | BEST WESTERN PLUS              | 05/12/2016 | 199.66       |
| 70313     | BIRCH, LENORE F                | 05/12/2016 | 282.50       |
| 70314     | BLICK ART MATERIALS            | 05/12/2016 | 1,201.11     |
| 70315     | BLOOM, JENNIFER M              | 05/12/2016 | 68.00        |
| 70316     | BLUE TARP FINANCIAL INC        | 05/12/2016 | 160.67       |
| 70317     | BONNIES UNREAL ARRANGEMENTS    | 05/12/2016 | 476.55       |
| 70318     | BROWER, ROSS                   | 05/12/2016 | 129.00       |
| 70319     | BRUNNER, JAY                   | 05/12/2016 | 76.00        |
| 70320     | BSN SPORTS                     | 05/12/2016 | 4,497.48     |
| 70321     | THE BUG COMPANY                | 05/12/2016 | 16.00        |
| 70322     | CAMP ST CROIX                  | 05/12/2016 | 1,469.69     |
| 70323     | CARDWELL, EMILY                | 05/12/2016 | 630.00       |
| 70324     | CARLEX INC                     | 05/12/2016 | 115.45       |
| 70325     | CARROLL, JENNIFER LYNN         | 05/12/2016 | 1,059.09     |
| 70326     | CDW GOVERNMENT INC             | 05/12/2016 | 55.74        |
| 70327     | CENTENNIAL MIDDLE SCHOOL       | 05/12/2016 | 120.00       |

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| 70328     | CEREBELLUM CORP                | 05/12/2016 | 33.41        |
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| 70330     | CHAKOLIS, RICHARD A            | 05/12/2016 | 65.00        |
| 70331     | CINTAS CORP #470               | 05/12/2016 | 319.64       |
| 70332     | CLARK, CYNTHIA JEAN            | 05/12/2016 | 52.70        |
| 70333     | COBORNS DELIVERS               | 05/12/2016 | 178.83       |
| 70334     | COMO PARK ZOO AND CONSERVATORY | 05/12/2016 | 142.00       |
| 70335     | Vendor Continued Check         | 05/12/2016 | 0.00         |
| 70336     | CONNEY SAFETY                  | 05/12/2016 | 949.94       |
| 70337     | CONTINENTAL CLAY CO            | 05/12/2016 | 882.53       |
| 70338     | CONTINENTAL RESEARCH CORP      | 05/12/2016 | 1,848.17     |
| 70339     | COOK, LAURA K                  | 05/12/2016 | 29.99        |
| 70340     | COSTUME RENTALS                | 05/12/2016 | 67.50        |
| 70341     | COURTNEY, MARK                 | 05/12/2016 | 68.00        |
| 70342     | THE COWLES CENTER              | 05/12/2016 | 325.00       |
| 70343     | CUB FOODS OF WHITE BEAR TWSHP  | 05/12/2016 | 331.55       |
| 70344     | CULLIGAN BOTTLED WATER         | 05/12/2016 | 26.00        |
| 70345     | CUMMINS NPOWER LLC             | 05/12/2016 | 356.00       |
| 70346     | DAHLSTROM & COMPANY            | 05/12/2016 | 124.00       |
| 70347     | DALCO CORPORATION              | 05/12/2016 | 31,464.86    |
| 70348     | DELLWOOD COUNTRY CLUB          | 05/12/2016 | 350.28       |
| 70349     | DELTA EDUCATION                | 05/12/2016 | 125.27       |
| 70350     | DEMCO INC                      | 05/12/2016 | 427.62       |
| 70351     | DESIGNER SIGN SYSTEMS INC      | 05/12/2016 | 236.60       |
| 70352     | DIAMOND VOGEL PAINT CENTER     | 05/12/2016 | 212.08       |
| 70353     | DISCOUNT SCHOOL SUPPLY         | 05/12/2016 | 50.47        |
| 70354     | DISCRAFT                       | 05/12/2016 | 635.53       |
| 70355     | DIVERSIFIED SNACK DISTRIBUTION | 05/12/2016 | 1,971.17     |
| 70356     | DOMINOS PIZZA                  | 05/12/2016 | 147.68       |
| 70357     | DONATELLI'S                    | 05/12/2016 | 1,383.20     |
| 70358     | DEFINITIVE TECHNOLOGY SOLUTION | 05/12/2016 | 1,180.97     |
| 70359     | EARL F ANDERSEN INC            | 05/12/2016 | 160.30       |
| 70360     | EAST RIDGE DIAMOND CLUB        | 05/12/2016 | 200.00       |
| 70361     | ECO-CARTRIDGE SOLUTIONS        | 05/12/2016 | 128.54       |
| 70362     | EQUAL OPPORTUNITY SCHOOLS      | 05/12/2016 | 387.05       |
| 70363     | EVANS, DANIEL MICHAEL          | 05/12/2016 | 68.00        |
| 70364     | FASTENAL COMPANY               | 05/12/2016 | 24.23        |
| 70365     | FASTENAL COMPANY               | 05/12/2016 | 340.40       |
| 70366     | FEDEX                          | 05/12/2016 | 52.99        |
| 70367     | FEIGUM, DANIEL                 | 05/12/2016 | 76.00        |
| 70368     | FESTIVAL FOODS-KNOWLAN'S       | 05/12/2016 | 465.22       |
| 70369     | FINNEGAN, BRENT                | 05/12/2016 | 77.00        |
| 70370     | FIRST STUDENT INC              | 05/12/2016 | 156,427.74   |
| 70371     | FISHER SCIENTIFIC              | 05/12/2016 | 86.79        |
| 70372     | FIVE ULTIMATE LLC              | 05/12/2016 | 2,759.00     |
| 70373     | FLIGHT DECK ATHLETICS INC      | 05/12/2016 | 136.15       |
| 70374     | FLINN SCIENTIFIC INC           | 05/12/2016 | 912.87       |
| 70375     | FOREST LAKE HIGH SCHOOL        | 05/12/2016 | 300.00       |
| 70376     | FRATTALONES HARDWARE STORES    | 05/12/2016 | 944.50       |
| 70377     | FREDERICKSON, KYLE             | 05/12/2016 | 3,500.00     |

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| 70378     | FRONTRUNNER EVENTS             | 05/12/2016 | 247.00       |
| 70379     | FUN EXPRESS LLC                | 05/12/2016 | 25.14        |
| 70380     | GALLAGHERS NORTHWESTERN TIRE C | 05/12/2016 | 935.00       |
| 70381     | GALLUP INC                     | 05/12/2016 | 171.52       |
| 70382     | GAYLA INDUSTRIES INC           | 05/12/2016 | 60.27        |
| 70383     | GETTY, JOSEPH P                | 05/12/2016 | 1,175.00     |
| 70384     | GILLIVER, KAREN                | 05/12/2016 | 300.00       |
| 70385     | GOPHER                         | 05/12/2016 | 1,514.84     |
| 70386     | GRAFFIC TRAFFIC LLC            | 05/12/2016 | 1,103.00     |
| 70387     | GRAINGER                       | 05/12/2016 | 894.25       |
| 70388     | GRANDMA'S BAKERY INC           | 05/12/2016 | 166.56       |
| 70389     | GREAT LAKES HIGHER EDUC        | 05/12/2016 | 114.00       |
| 70390     | GREAT RIVER OFFICE PRODUCTS    | 05/12/2016 | 61.81        |
| 70391     | GREATAMERICA FINANCIAL SERVICE | 05/12/2016 | 651.46       |
| 70392     | GREATER TWIN CITIES UNITED WAY | 05/12/2016 | 202.50       |
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| 70394     | GROTH MUSIC CO                 | 05/12/2016 | 208.63       |
| 70395     | GURSTEL CHARGO ATTORNEYS AT LA | 05/12/2016 | 254.00       |
| 70396     | H2O FOR LIFE                   | 05/12/2016 | 5,615.83     |
| 70397     | HAAG, WAYNE                    | 05/12/2016 | 250.00       |
| 70398     | HAGESTUEN, GLORIA A            | 05/12/2016 | 211.68       |
| 70399     | HALLBERG ENGINEERING INC       | 05/12/2016 | 15,535.82    |
| 70400     | HALO TRANSPORTATION            | 05/12/2016 | 18,812.50    |
| 70401     | HAMILTON, KASMINE K            | 05/12/2016 | 5.99         |
| 70402     | HANDWRITING WITHOUT TEARS      | 05/12/2016 | 700.00       |
| 70403     | HANSON, DARLENE                | 05/12/2016 | 57.80        |
| 70404     | HEALTHPARTNERS MEDICAL GROUP   | 05/12/2016 | 500.00       |
| 70405     | HERITAGE FOOD SERVICE GROUP    | 05/12/2016 | 617.74       |
| 70406     | HISDAHL INC                    | 05/12/2016 | 1,729.00     |
| 70407     | HOGLUND BUS AND TRUCK CO       | 05/12/2016 | 7,111.66     |
| 70408     | HOGLUND BUS & TRUCK CO         | 05/12/2016 | 326,748.93   |
| 70409     | HOLCOMB, BRADLEY P             | 05/12/2016 | 76.00        |
| 70410     | HOME DEPOT CREDIT SERVICES     | 05/12/2016 | 1,155.44     |
| 70411     | HUERTH, MICHAEL                | 05/12/2016 | 1,285.20     |
| 70412     | HUGO FEED MILL & HARDWARE      | 05/12/2016 | 47.29        |
| 70413     | HUMANEX VENTURES               | 05/12/2016 | 5,300.00     |
| 70414     | IDENTITYSTORES                 | 05/12/2016 | 596.00       |
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| 70423     | INNOVATIVE OFFICE SOLUTIONS    | 05/12/2016 | 5,006.80     |
| 70424     | INSTRUMENTALIST AWARDS         | 05/12/2016 | 131.00       |
| 70425     | INTEGRA TELECOM                | 05/12/2016 | 319.02       |
| 70426     | INTEGRA                        | 05/12/2016 | 3,190.58     |
| 70427     | ISD #712                       | 05/12/2016 | 4,286.67     |

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| 70428     | IUOE LOCAL 70                  | 05/12/2016 | 2,273.98     |
| 70429     | J.R.'S ADVANCED RECYCLERS      | 05/12/2016 | 30.00        |
| 70430     | JAYTECH INC                    | 05/12/2016 | 450.00       |
| 70431     | JIMMY'S CONFERENCE & BANQUET C | 05/12/2016 | 5,489.09     |
| 70432     | JL TAITT & ASSOC               | 05/12/2016 | 4,800.00     |
| 70433     | JOHN HENRY FOSTER MINNESOTA    | 05/12/2016 | 35.00        |
| 70434     | JOHNSON, JUDITH ANN            | 05/12/2016 | 282.50       |
| 70435     | JOHNSON, ROBIN L               | 05/12/2016 | 76.00        |
| 70436     | JUNIOR ACHIEVEMENT OF THE UPPE | 05/12/2016 | 870.00       |
| 70437     | JW PEPPER & SON INC            | 05/12/2016 | 825.71       |
| 70438     | KAISER, PHYLLIS                | 05/12/2016 | 14.45        |
| 70439     | KATH FUEL OIL SERVICE CO       | 05/12/2016 | 150.00       |
| 70440     | KING, JEFF                     | 05/12/2016 | 77.00        |
| 70441     | KMB SPORTS                     | 05/12/2016 | 1,800.00     |
| 70442     | KOEHLER & DRAMM WHOLESALE FLOR | 05/12/2016 | 70.50        |
| 70443     | KONICA MINOLTA PREMIER FINANCE | 05/12/2016 | 4,925.94     |
| 70444     | KOWALSKIS MARKET               | 05/12/2016 | 10.86        |
| 70445     | KRAFT CONTRACTING & MECHANICAL | 05/12/2016 | 4,397.25     |
| 70446     | LACASSE, MICHELLE ELIZABETH    | 05/12/2016 | 6.99         |
| 70447     | LAERDAL MEDICAL CORP           | 05/12/2016 | 542.86       |
| 70448     | LAKE AREA FLOORING             | 05/12/2016 | 587.00       |
| 70449     | LAKEAIRES PTO                  | 05/12/2016 | 79.90        |
| 70450     | LAKESHORE LEARNING MATERIALS   | 05/12/2016 | 633.07       |
| 70451     | LANGUAGE LINE SERVICES         | 05/12/2016 | 51.75        |
| 70452     | LARSON ENGINEERING INC         | 05/12/2016 | 4,680.00     |
| 70453     | LARUE, DEBORAH                 | 05/12/2016 | 81.86        |
| 70454     | LEARNING OPPORTUNITIES INC     | 05/12/2016 | 1,037.47     |
| 70455     | LIBERTY CLASSICAL ACADEMY      | 05/12/2016 | 512.50       |
| 70456     | LINDER, ROBERT                 | 05/12/2016 | 76.00        |
| 70457     | MACGILLIS, JIM                 | 05/12/2016 | 129.00       |
| 70458     | MACKIN EDUCATIONAL RESOURCES   | 05/12/2016 | 456.00       |
| 70459     | MAGIC MAN INC                  | 05/12/2016 | 2,000.00     |
| 70460     | MAPLEWOOD PARKS & REC DEPT     | 05/12/2016 | 12,010.00    |
| 70461     | MARCO, INC                     | 05/12/2016 | 329.37       |
| 70462     | MARIER, MARYJANE C             | 05/12/2016 | 51.98        |
| 70463     | MCCHESENEY, D PAT              | 05/12/2016 | 15.72        |
| 70464     | MCNERTNEY, HOWARD              | 05/12/2016 | 173.00       |
| 70465     | MEALS FROM THE HEART           | 05/12/2016 | 1,500.00     |
| 70466     | MEDTOX LABORATORIES            | 05/12/2016 | 18.70        |
| 70467     | MESSERLI & KRAMER PA           | 05/12/2016 | 302.00       |
| 70468     | METRO DEAF SCHOOL              | 05/12/2016 | 31,595.75    |
| 70469     | METROPOLITAN LIFE              | 05/12/2016 | 2,342.79     |
| 70470     | MICHEL, ROCHELLE N             | 05/12/2016 | 519.75       |
| 70471     | MID CITY SERVICES - INDUSTRIAL | 05/12/2016 | 118.52       |
| 70472     | MIDWEST BUS PARTS INC          | 05/12/2016 | 308.40       |
| 70473     | MILLIGAN, THERESA J            | 05/12/2016 | 14.50        |
| 70474     | MINNSPRA                       | 05/12/2016 | 120.00       |
| 70475     | MINVALCO INC                   | 05/12/2016 | 180.33       |
| 70476     | MN DEPT OF EDUCATION           | 05/12/2016 | 30.00        |
| 70477     | MN DEPT OF LABOR & INDUSTRY    | 05/12/2016 | 100.00       |

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| 70478     | MN ELEVATOR INC                | 05/12/2016 | 307.75       |
| 70479     | MN HISTORICAL SOCIETY          | 05/12/2016 | 456.00       |
| 70480     | MN INTERNSHIP CENTER           | 05/12/2016 | 8,280.00     |
| 70481     | MN PREMIER PUBLICATIONS        | 05/12/2016 | 981.00       |
| 70482     | MN STATE COLLEGES & UNIV       | 05/12/2016 | 495.00       |
| 70483     | MONETTE, ALEXANDER             | 05/12/2016 | 77.00        |
| 70484     | MONITA, MICHAEL                | 05/12/2016 | 76.00        |
| 70485     | MORELLI, GENO RAYNARD          | 05/12/2016 | 68.00        |
| 70486     | MS TEDDY BEAR INC              | 05/12/2016 | 1,397.90     |
| 70487     | MULLIN, DONALD L               | 05/12/2016 | 999.27       |
| 70488     | NAC MECHANICAL & ELECTRICAL SE | 05/12/2016 | 580.37       |
| 70489     | NASCO                          | 05/12/2016 | 124.26       |
| 70490     | NATL ARCHERY IN THE SCHOOLS PR | 05/12/2016 | 560.00       |
| 70491     | NATL RECOGNITION PRODUCTS      | 05/12/2016 | 3,826.79     |
| 70492     | NCPERS MINNESOTA               | 05/12/2016 | 240.00       |
| 70493     | NCS PEARSON INC                | 05/12/2016 | 174.00       |
| 70494     | NORCENTRONIX DISTRIBUTING      | 05/12/2016 | 305.00       |
| 70495     | NORTH CENTRAL TRUCK EQUIPMENT  | 05/12/2016 | 3,112.14     |
| 70496     | NORTH SUBURBAN TOWING          | 05/12/2016 | 600.00       |
| 70497     | NORTHBOUND CREATIVE            | 05/12/2016 | 578.00       |
| 70498     | NORTHEAST METRO HOSA           | 05/12/2016 | 600.00       |
| 70499     | NOVAK, JANICE S                | 05/12/2016 | 240.00       |
| 70500     | NYSTROM PUBLISHING CO INC      | 05/12/2016 | 2,302.88     |
| 70501     | O'REILLY AUTOMOTIVE INC        | 05/12/2016 | 575.48       |
| 70502     | OFFICE DEPOT                   | 05/12/2016 | 105.80       |
| 70503     | OLSEN FIRE PROTECTION          | 05/12/2016 | 428.50       |
| 70504     | Vendor Continued Check         | 05/12/2016 | 0.00         |
| 70505     | ON SITE SANITATION INC         | 05/12/2016 | 856.43       |
| 70506     | ONEKA PTA                      | 05/12/2016 | 2,254.80     |
| 70507     | ORDWAY CENTER FOR PERFORMING   | 05/12/2016 | 927.50       |
| 70508     | ORIENTAL TRADING CO INC        | 05/12/2016 | 521.75       |
| 70509     | OTTER LAKE PTA                 | 05/12/2016 | 2,000.00     |
| 70510     | OVERBY, LANDON D               | 05/12/2016 | 76.00        |
| 70511     | PAR INC                        | 05/12/2016 | 194.70       |
| 70512     | PENNIES FOR PATIENTS           | 05/12/2016 | 1,344.89     |
| 70513     | PETERSON BROS ROOFING & CONST  | 05/12/2016 | 464.00       |
| 70514     | PICTURE THAT!                  | 05/12/2016 | 174.00       |
| 70515     | PODS COMPLETE CAR CARE         | 05/12/2016 | 600.00       |
| 70516     | POLAR CHEVROLET MAZDA          | 05/12/2016 | 1,249.31     |
| 70517     | POTTHOFF, MARIE                | 05/12/2016 | 63.00        |
| 70518     | POWER DISTRIBUTORS             | 05/12/2016 | 241.43       |
| 70519     | PRAXAIR DISTRIBUTION INC       | 05/12/2016 | 145.78       |
| 70520     | PRESS PUBLICATIONS             | 05/12/2016 | 500.00       |
| 70521     | PRESS PUBLICATIONS             | 05/12/2016 | 210.44       |
| 70522     | PRESTIGE PROD/WB DANCE CENTER  | 05/12/2016 | 400.00       |
| 70523     | PRO-ED INC                     | 05/12/2016 | 61.60        |
| 70524     | QUIGLEY, DAWN ELIZABETH        | 05/12/2016 | 500.00       |
| 70525     | RAMSEY COUNTY COMM HUMAN SVCS  | 05/12/2016 | 31,084.00    |
| 70526     | RAMSEY COUNTY PARKS/REC DEPT   | 05/12/2016 | 1,370.00     |
| 70527     | RAUSCH, STURM, ISRAEL,         | 05/12/2016 | 210.00       |

| Check Nbr | Vendor Name                    | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 70528     | RED BALLOON BOOKSHOP           | 05/12/2016 | 187.07       |
| 70529     | RESERVE ACCOUNT                | 05/12/2016 | 5,000.00     |
| 70530     | RIVARD, VINCENT JAMES          | 05/12/2016 | 163.34       |
| 70531     | ROBERT HALF TECH               | 05/12/2016 | 2,280.00     |
| 70532     | ROETTGER, DORIS                | 05/12/2016 | 12.00        |
| 70533     | ROLLERBLADE SKATE IN SCHOOL    | 05/12/2016 | 950.00       |
| 70534     | Vendor Continued Check         | 05/12/2016 | 0.00         |
| 70535     | ROSE CITY SIGN                 | 05/12/2016 | 1,931.60     |
| 70536     | RUIZ JR, ANTHONY R             | 05/12/2016 | 68.00        |
| 70537     | SAIKO, KATHY                   | 05/12/2016 | 15.30        |
| 70538     | SAM'S CLUB/SYNCHRONY BANK      | 05/12/2016 | 157.06       |
| 70539     | SAM'S CLUB/SYNCHRONY BANK      | 05/12/2016 | 150.19       |
| 70540     | SAM'S CLUB/SYNCHRONY BANK      | 05/12/2016 | 540.38       |
| 70541     | SAM'S CLUB/SYNCHRONY BANK      | 05/12/2016 | 1,665.66     |
| 70542     | SAM'S CLUB/SYNCHRONY BANK      | 05/12/2016 | 81.90        |
| 70543     | SAM'S CLUB/SYNCHRONY BANK      | 05/12/2016 | 985.34       |
| 70544     | SCANTRON CORPORATION           | 05/12/2016 | 277.18       |
| 70545     | SCHLUENDER, JOSEPH             | 05/12/2016 | 129.00       |
| 70546     | SCHOLASTIC INC                 | 05/12/2016 | 122.82       |
| 70547     | SCHOOL HEALTH CORPORATION      | 05/12/2016 | 37.51        |
| 70548     | SCHOOL SERVICE EMPLOYEES       | 05/12/2016 | 5,944.63     |
| 70549     | SCHOOL SPECIALTY               | 05/12/2016 | 146.48       |
| 70550     | SEEVER, GRAY                   | 05/12/2016 | 165.00       |
| 70551     | SEW EASY DESIGNS               | 05/12/2016 | 2,147.00     |
| 70552     | SITEONE LANDSCAPE SUPPLY       | 05/12/2016 | 502.28       |
| 70553     | SMITH, BARBARA AV              | 05/12/2016 | 660.00       |
| 70554     | SMITH, MICHAEL                 | 05/12/2016 | 152.00       |
| 70555     | SCHOOL NUTRITION ASSOC (SNA)   | 05/12/2016 | 20.00        |
| 70556     | Vendor Continued Check         | 05/12/2016 | 0.00         |
| 70557     | SCHOOL NUTRITION ASSOC (SNA)   | 05/12/2016 | 63.00        |
| 70558     | ST CROIX OF PARK FALLS         | 05/12/2016 | 290.00       |
| 70559     | STATE SUPPLY CO                | 05/12/2016 | 1,656.58     |
| 70560     | STEVE WEISS MUSIC              | 05/12/2016 | 228.20       |
| 70561     | STEVE, KYLE R                  | 05/12/2016 | 76.00        |
| 70562     | STEWART, ZLIMEN & JUNGERS LTD  | 05/12/2016 | 73.71        |
| 70563     | STREAMLINE DESIGN INC          | 05/12/2016 | 440.00       |
| 70564     | SUMMIT COMPANIES               | 05/12/2016 | 240.00       |
| 70565     | SUNQUIST, JAMES                | 05/12/2016 | 58.00        |
| 70566     | TAMARACK NATURE CENTER         | 05/12/2016 | 655.25       |
| 70567     | TEACHER SYNERGY LLC            | 05/12/2016 | 30.00        |
| 70568     | TEACHING STRATEGIES INC        | 05/12/2016 | 107.91       |
| 70569     | TELIN TRANSPORTATION GROUP LLC | 05/12/2016 | 719.80       |
| 70570     | THELEN HEATING & ROOFING INC   | 05/12/2016 | 39,900.00    |
| 70571     | TIGER OAK PUBLICATIONS         | 05/12/2016 | 2,975.00     |
| 70572     | TOBINS LAKE STUDIOS            | 05/12/2016 | 589.02       |
| 70573     | TOLEDO PHYSICAL EDUCATION SUPP | 05/12/2016 | 136.99       |
| 70574     | TOWN LIFE                      | 05/12/2016 | 1,215.00     |
| 70575     | TRADE PRESS INC                | 05/12/2016 | 500.00       |
| 70576     | TRANS-MISSISSIPPI BIO SUPPLY   | 05/12/2016 | 57.94        |
| 70577     | TRANS-MISSISSIPPI BIO SUPPLY   | 05/12/2016 | 187.50       |

| Check Nbr | Vendor Name                    | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 70578     | TREASURED TRANSPORTATION       | 05/12/2016 | 38,191.00    |
| 70579     | TREETOP PUBLISHING INC         | 05/12/2016 | 188.76       |
| 70580     | TRIO SUPPLY COMPANY            | 05/12/2016 | 8,136.66     |
| 70581     | TROPHIES PLUS INC              | 05/12/2016 | 81.00        |
| 70582     | TRUSTED EMPLOYEES              | 05/12/2016 | 1,248.00     |
| 70583     | TST CREATIVE CATERING          | 05/12/2016 | 846.82       |
| 70584     | TURFWERKS INC                  | 05/12/2016 | 613.00       |
| 70585     | TWIN CITY HARDWARE             | 05/12/2016 | 936.86       |
| 70586     | TWIN CITY TRANSPORTATION INC   | 05/12/2016 | 112,822.96   |
| 70587     | TWINS BALLPARK LLC             | 05/12/2016 | 410.00       |
| 70588     | U.S. ENERGY SERVICES INC       | 05/12/2016 | 703.00       |
| 70589     | UHL CO INC                     | 05/12/2016 | 1,229.50     |
| 70590     | UNIVERSITY OF MINNESOTA ATHLET | 05/12/2016 | 100.00       |
| 70591     | UNIVERSAL ATHLETIC             | 05/12/2016 | 179.98       |
| 70592     | US DEPT OF EDUCATION           | 05/12/2016 | 488.99       |
| 70593     | US FOODS CULINARY EQUIP & SUPP | 05/12/2016 | 258.91       |
| 70594     | VALLEYFAIR GROUP SALES         | 05/12/2016 | 6,187.50     |
| 70595     | VALLEYFAIR GROUP SALES         | 05/12/2016 | 9,000.00     |
| 70596     | VAN LUYK, LEONARD              | 05/12/2016 | 129.00       |
| 70597     | VANDER HEIDEN, JOY ANNA        | 05/12/2016 | 18.95        |
| 70598     | VANG, NOU                      | 05/12/2016 | 240.45       |
| 70599     | VANGUARD SMALL BUSINESS SERVIC | 05/12/2016 | 29,423.77    |
| 70600     | VANOVERBEKE, TAMERA S          | 05/12/2016 | 29.99        |
| 70601     | VENBURG TIRE CO                | 05/12/2016 | 1,442.03     |
| 70602     | VERIZON WIRELESS               | 05/12/2016 | 61.03        |
| 70603     | VERIZON WIRELESS               | 05/12/2016 | 35.50        |
| 70604     | VIKING ELECTRIC SUPPLY         | 05/12/2016 | 6,813.57     |
| 70605     | VIKING INDUSTRIAL CENTER       | 05/12/2016 | 119.00       |
| 70606     | WHITE BEAR CENTER FOR THE ARTS | 05/12/2016 | 516.00       |
| 70607     | WHITE BEAR GLASS INC           | 05/12/2016 | 400.00       |
| 70608     | Vendor Continued Check         | 05/12/2016 | 0.00         |
| 70609     | WHITE BEAR LAKE (CITY OF)      | 05/12/2016 | 5,192.67     |
| 70610     | WHITE BEAR LAKE CITY           | 05/12/2016 | 35.00        |
| 70611     | WHITE BEAR LAKE CITY           | 05/12/2016 | 100.00       |
| 70612     | WBLA EDUCATIONAL FOUNDATION    | 05/12/2016 | 702.00       |
| 70613     | WELCOME WAGON                  | 05/12/2016 | 1,321.92     |
| 70614     | WESCH, SCOTT                   | 05/12/2016 | 90.00        |
| 70615     | WEST MUSIC COMPANY             | 05/12/2016 | 1,284.00     |
| 70616     | WESTWOOD MIDDLE SCHOOL         | 05/12/2016 | 120.00       |
| 70617     | WHITCOMBS ARCHERY              | 05/12/2016 | 153.00       |
| 70618     | WILLETT, RON                   | 05/12/2016 | 76.00        |
| 70619     | WILLOW LANE ELEM PTO           | 05/12/2016 | 170.00       |
| 70620     | WILSONS SHOWTIME SERVICES      | 05/12/2016 | 490.50       |
| 70621     | Vendor Continued Check         | 05/12/2016 | 0.00         |
| 70622     | XEROX CORPORATION              | 05/12/2016 | 679.68       |
| 70623     | XEROX FINANCIAL SERVICES       | 05/12/2016 | 352.83       |
| 70624     | YOUNG REMBRANDTS               | 05/12/2016 | 385.00       |

347 Computer Check(s) For a Total of 1,383,782.59

| Check Nbr | Vendor Name   | Check Date              | Check Amount |
|-----------|---------------|-------------------------|--------------|
| 70130     | MAKEMUSIC INC | 05/12/2016              | 0.00         |
| 1         | Manual        | Check(s) For a Total of | 0.00         |

|           |     |                                   |                       |              |
|-----------|-----|-----------------------------------|-----------------------|--------------|
|           | 1   | Manual                            | Checks For a Total of | 0.00         |
|           | 0   | Wire Transfer                     | Checks For a Total of | 0.00         |
|           | 0   | ACH                               | Checks For a Total of | 0.00         |
|           | 347 | Computer                          | Checks For a Total of | 1,383,782.59 |
| Total For | 348 | Manual, Wire Tran, ACH & Computer | Checks                | 1,383,782.59 |
| Less      | 0   | Voided                            | Checks For a Total of | 0.00         |
|           |     |                                   | Net Amount            | 1,383,782.59 |

| Check Nbr | Vendor Name               | Check Date | Check Amount |
|-----------|---------------------------|------------|--------------|
| 151601098 | ABU-SHARKH, LUBNA MF      | 05/24/2016 | 270.94       |
| 151601099 | ADAMS, LINDA J            | 05/24/2016 | 23.94        |
| 151601100 | ALI, OMAR S               | 05/24/2016 | 38.79        |
| 151601101 | AMON, LYNN M              | 05/24/2016 | 21.87        |
| 151601102 | ANDERSON, JON C           | 05/24/2016 | 30.00        |
| 151601103 | ANDERSON, MELISSA KAY     | 05/24/2016 | 74.52        |
| 151601104 | ANDREA, KRIS A            | 05/24/2016 | 30.77        |
| 151601105 | BATTAGLIA, JENNA K        | 05/24/2016 | 149.98       |
| 151601106 | BEGE, JEFFREY T           | 05/24/2016 | 71.24        |
| 151601107 | BOGENHOLM, SHERRY J       | 05/24/2016 | 139.95       |
| 151601108 | BOLL, SHAWNA M            | 05/24/2016 | 120.92       |
| 151601109 | BRICHACEK, LISA K         | 05/24/2016 | 41.32        |
| 151601110 | BRISTOW, JILL K           | 05/24/2016 | 25.45        |
| 151601111 | CHAKOLIS, RICHARD A       | 05/24/2016 | 110.70       |
| 151601112 | CHURCH, MEGAN E           | 05/24/2016 | 7.49         |
| 151601113 | COE, MEGAN N              | 05/24/2016 | 10.38        |
| 151601114 | CORNER, AMY L             | 05/24/2016 | 2,000.00     |
| 151601115 | CRAIGAN, JENNIFER M       | 05/24/2016 | 33.72        |
| 151601116 | DAHLE, MARY A             | 05/24/2016 | 152.28       |
| 151601117 | DARR, SHELLY M            | 05/24/2016 | 150.30       |
| 151601118 | DURAND, JENNIFER A        | 05/24/2016 | 81.53        |
| 151601119 | EGEMO, PATRICIA ANN       | 05/24/2016 | 72.90        |
| 151601120 | ELLETSON, KATHLEEN E      | 05/24/2016 | 111.58       |
| 151601121 | FELTON, LORI A            | 05/24/2016 | 782.62       |
| 151601122 | FUHRMAN, SARAH J          | 05/24/2016 | 16.21        |
| 151601123 | HAUGEN, ANNETTE M         | 05/24/2016 | 205.00       |
| 151601124 | HAWKINSON, STEVEN A       | 05/24/2016 | 110.60       |
| 151601125 | HIGGINS, SHEILA J         | 05/24/2016 | 27.73        |
| 151601126 | HOEG, SCOTT A             | 05/24/2016 | 117.00       |
| 151601127 | HOERNEMANN, WENDY S       | 05/24/2016 | 95.85        |
| 151601128 | HOFTIEZER, MICHELLE R     | 05/24/2016 | 82.08        |
| 151601129 | JEBENS-SINGH, TARA L      | 05/24/2016 | 180.22       |
| 151601130 | JOHNSON, AMY J            | 05/24/2016 | 98.44        |
| 151601131 | JOHNSON, CORTNEY K        | 05/24/2016 | 19.26        |
| 151601132 | JOHNSON, KIRK W           | 05/24/2016 | 46.93        |
| 151601133 | JOHNSON, SADIE R          | 05/24/2016 | 155.59       |
| 151601134 | JORGENSON, AMY L          | 05/24/2016 | 199.42       |
| 151601135 | KANCANS, ANDREW V         | 05/24/2016 | 27.12        |
| 151601136 | KATH, ABBY J              | 05/24/2016 | 244.89       |
| 151601137 | KELLEY, DEBRA K           | 05/24/2016 | 130.00       |
| 151601138 | KERBAGE, STEPHANIE A      | 05/24/2016 | 149.20       |
| 151601139 | KOTILINEK, FAY P          | 05/24/2016 | 4.05         |
| 151601140 | KUEMMEL, JANEEN ELIZABETH | 05/24/2016 | 20.00        |
| 151601141 | LAMWERS, DAVID H          | 05/24/2016 | 695.12       |
| 151601142 | LAMWERS, LINDSAY M        | 05/24/2016 | 63.55        |
| 151601143 | LEHN, BRIDGET N           | 05/24/2016 | 606.60       |
| 151601144 | MCCORMICK, REBEKKA ANNE   | 05/24/2016 | 72.35        |
| 151601145 | MERSCH, NICOLE ANN        | 05/24/2016 | 27.62        |
| 151601146 | MONTGOMERY, JACOB A       | 05/24/2016 | 210.10       |
| 151601147 | MORITZ, CLAIRE S          | 05/24/2016 | 80.00        |

| Check Nbr | Vendor Name              | Check Date | Check Amount |
|-----------|--------------------------|------------|--------------|
| 151601148 | MUSTAR, ELISABETH J      | 05/24/2016 | 150.00       |
| 151601149 | NAKAGAKI, BENJAMIN P     | 05/24/2016 | 151.20       |
| 151601150 | NASVIK, CRAIG S          | 05/24/2016 | 116.37       |
| 151601151 | NELSEN, AIMEE H          | 05/24/2016 | 33.27        |
| 151601152 | NOHR, KATIE JO           | 05/24/2016 | 188.89       |
| 151601153 | NORTON, EMILY L          | 05/24/2016 | 207.93       |
| 151601154 | NYREN, DELROY E          | 05/24/2016 | 1,154.89     |
| 151601155 | PELLEGRIN, FRANCOISE R   | 05/24/2016 | 52.38        |
| 151601156 | PERRON, PAULA H          | 05/24/2016 | 82.54        |
| 151601157 | PETERSON, DONNA          | 05/24/2016 | 97.14        |
| 151601158 | PUODZIUNAS, DIANE M      | 05/24/2016 | 285.84       |
| 151601159 | QIN, YUEFIN              | 05/24/2016 | 659.18       |
| 151601160 | RANCOUR, RACHEL          | 05/24/2016 | 167.56       |
| 151601161 | RIEBOW, MATTHEW R        | 05/24/2016 | 195.00       |
| 151601162 | ROESER, DANIEL WILLIAM   | 05/24/2016 | 229.90       |
| 151601163 | ROSSOW, BRENDA L         | 05/24/2016 | 774.73       |
| 151601164 | RUOHOMAKI, TERESA M      | 05/24/2016 | 59.86        |
| 151601165 | RYAN, SUSAN W            | 05/24/2016 | 118.81       |
| 151601166 | SCHMIDT, DEBRA SUE       | 05/24/2016 | 132.00       |
| 151601167 | SICARD, HEIDI M          | 05/24/2016 | 190.00       |
| 151601168 | SIEBENALER, KEVIN R      | 05/24/2016 | 213.30       |
| 151601169 | SIMMONS, CARRIE J        | 05/24/2016 | 180.00       |
| 151601170 | SIMSHAUSER, KIMBERLY P   | 05/24/2016 | 293.22       |
| 151601171 | SKOGEN, MATTHEW K        | 05/24/2016 | 54.27        |
| 151601172 | STEADLAND, KEITH DAVID   | 05/24/2016 | 72.92        |
| 151601173 | TOUSSAINT, JANEL PHYLLIS | 05/24/2016 | 92.34        |
| 151601174 | TROSKE, CARRIE L         | 05/24/2016 | 183.78       |
| 151601175 | VAIL, ANNE B             | 05/24/2016 | 67.14        |
| 151601176 | VAVRICKA, ROCHELLE L     | 05/24/2016 | 66.77        |
| 151601177 | VICHICH, JOHN P          | 05/24/2016 | 35.00        |
| 151601178 | WALLRICH, KAREN M        | 05/24/2016 | 59.45        |
| 151601179 | XU, HUI                  | 05/24/2016 | 261.83       |
| 151601180 | ZETTEL, ANN M            | 05/24/2016 | 43.16        |

83 ACH Check(s) For a Total of 14,908.79

|           |    |                                   |                       |           |
|-----------|----|-----------------------------------|-----------------------|-----------|
|           | 0  | Manual                            | Checks For a Total of | 0.00      |
|           | 0  | Wire Transfer                     | Checks For a Total of | 0.00      |
|           | 83 | ACH                               | Checks For a Total of | 14,908.79 |
|           | 0  | Computer                          | Checks For a Total of | 0.00      |
| Total For | 83 | Manual, Wire Tran, ACH & Computer | Checks                | 14,908.79 |
| Less      | 0  | Voided                            | Checks For a Total of | 0.00      |
|           |    |                                   | Net Amount            | 14,908.79 |

| Check Nbr | Vendor Name                    | Check Date | Check Amount |
|-----------|--------------------------------|------------|--------------|
| 70625     | 1000 PETALS                    | 05/26/2016 | 635.00       |
| 70626     | A-1 HYDRAULIC SALES & SERVICE  | 05/26/2016 | 193.06       |
| 70627     | AARP DRIVER SAFETY PROGRAM     | 05/26/2016 | 335.00       |
| 70628     | AARP DRIVER SAFETY PROGRAM     | 05/26/2016 | 340.00       |
| 70629     | ABEL, QUINTIN JEFFRY           | 05/26/2016 | 40.00        |
| 70630     | AGROPUR INC                    | 05/26/2016 | 23,179.54    |
| 70631     | AMAZON                         | 05/26/2016 | 133.21       |
| 70632     | AMAZON                         | 05/26/2016 | 524.57       |
| 70633     | AMAZON                         | 05/26/2016 | 640.38       |
| 70634     | AMAZON                         | 05/26/2016 | 2,954.17     |
| 70635     | AMAZON                         | 05/26/2016 | 715.96       |
| 70636     | AMAZON                         | 05/26/2016 | 750.54       |
| 70637     | AMAZON                         | 05/26/2016 | 516.77       |
| 70638     | AMAZON                         | 05/26/2016 | 332.10       |
| 70639     | AMAZON                         | 05/26/2016 | 66.75        |
| 70640     | AMAZON                         | 05/26/2016 | 118.81       |
| 70641     | AMAZON                         | 05/26/2016 | 50.96        |
| 70642     | AMAZON                         | 05/26/2016 | 293.52       |
| 70643     | AMAZON                         | 05/26/2016 | 74.35        |
| 70644     | AMER CANCER SOCIETY            | 05/26/2016 | 586.00       |
| 70645     | AMER RED CROSS                 | 05/26/2016 | 95.00        |
| 70646     | AMERICAN TIME & SIGNAL CO      | 05/26/2016 | 1,045.96     |
| 70647     | ANDERSON, PETER MICHAEL        | 05/26/2016 | 58.00        |
| 70648     | APPLE COMPUTER INC             | 05/26/2016 | 99.00        |
| 70649     | ARCH LANGUAGE NETWORK          | 05/26/2016 | 100.00       |
| 70650     | ASSOC FOR SUPERVISION & CURRIC | 05/26/2016 | 29.45        |
| 70651     | ASL INTERPRETING SERVICES      | 05/26/2016 | 240.00       |
| 70652     | ASSOC FOR FACILITIES ENGINEERI | 05/26/2016 | 198.00       |
| 70653     | AUGSBURG COLLEGE               | 05/26/2016 | 725.00       |
| 70654     | AUTISM SOCIETY OF MINNESOTA    | 05/26/2016 | 40.00        |
| 70655     | AVON BUSINESS FORMS & PROMOTIO | 05/26/2016 | 464.35       |
| 70656     | AWARDSONE.COM                  | 05/26/2016 | 2,630.86     |
| 70657     | BALD EAGLE SPORTSMENS ASSOC    | 05/26/2016 | 5,520.00     |
| 70658     | BARNETT, JAMES W               | 05/26/2016 | 1,797.28     |
| 70659     | BARRIER GROUP LLC              | 05/26/2016 | 6,000.00     |
| 70660     | BARTHOLD                       | 05/26/2016 | 1,901.46     |
| 70661     | BATTERIES PLUS BULBS           | 05/26/2016 | 141.32       |
| 70662     | BAUDVILLE                      | 05/26/2016 | 807.69       |
| 70663     | BEAR PATCH QUILTING CO         | 05/26/2016 | 130.97       |
| 70664     | BENISH, RICHARD L              | 05/26/2016 | 76.00        |
| 70665     | BERGER, BRIAN                  | 05/26/2016 | 129.00       |
| 70666     | BERGSTROM, ROBERT P            | 05/26/2016 | 160.00       |
| 70667     | BEST FRIENDS ANIMAL SOCIETY    | 05/26/2016 | 65.00        |
| 70668     | BILL WEIGEL SIGNS              | 05/26/2016 | 50.00        |
| 70669     | BINSFIELD, JEANNE OR NEAL      | 05/26/2016 | 1,837.68     |
| 70670     | BIO CORPORATION                | 05/26/2016 | 1,923.71     |
| 70671     | BIRDIE MARKETING INC           | 05/26/2016 | 1,720.00     |
| 70672     | BLICK ART MATERIALS            | 05/26/2016 | 160.62       |
| 70673     | BLUE BELL ENTERPRISES INC      | 05/26/2016 | 5,924.70     |
| 70674     | BLUEBIRD SCREEN PRINT          | 05/26/2016 | 1,280.18     |

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| 70675     | BOHL, STEVE                    | 05/26/2016 | 76.00        |
| 70676     | BOLDT, JAMES                   | 05/26/2016 | 320.00       |
| 70677     | BOLDT, MARY                    | 05/26/2016 | 280.00       |
| 70678     | BONINE, ROBERT                 | 05/26/2016 | 80.00        |
| 70679     | BOYER FORD TRUCKS              | 05/26/2016 | 1,940.17     |
| 70680     | BRAINY TOYS                    | 05/26/2016 | 626.42       |
| 70681     | BRINE, MARK                    | 05/26/2016 | 129.00       |
| 70682     | BROCKWAY, TOM                  | 05/26/2016 | 34.00        |
| 70683     | BRUNNER, JAY                   | 05/26/2016 | 114.00       |
| 70684     | BSN SPORTS                     | 05/26/2016 | 299.96       |
| 70685     | CAPITAL ONE COMMERCIAL         | 05/26/2016 | 187.83       |
| 70686     | CARTER, BRYAN                  | 05/26/2016 | 76.00        |
| 70687     | CARTER, MICHAEL D              | 05/26/2016 | 129.00       |
| 70688     | CENGAGE LEARNING               | 05/26/2016 | 838.48       |
| 70689     | CITI-CARGO & STORAGE CO INC    | 05/26/2016 | 85.00        |
| 70690     | COBORNS DELIVERS               | 05/26/2016 | 17.76        |
| 70691     | COMCAST                        | 05/26/2016 | 280.92       |
| 70692     | COMCAST                        | 05/26/2016 | 5.26         |
| 70693     | COOLEY, KATIE                  | 05/26/2016 | 400.00       |
| 70694     | CRAWFORD, CALLAHAN M           | 05/26/2016 | 52.00        |
| 70695     | CROWE, ROBERT                  | 05/26/2016 | 68.00        |
| 70696     | CUB FOODS OF WHITE BEAR TWSHP  | 05/26/2016 | 251.94       |
| 70697     | CULLIGAN BOTTLED WATER         | 05/26/2016 | 122.85       |
| 70698     | DEMCO INC                      | 05/26/2016 | 85.45        |
| 70699     | DESIGNER SIGN SYSTEMS INC      | 05/26/2016 | 52.60        |
| 70700     | DISCOUNT SCHOOL SUPPLY         | 05/26/2016 | 2,111.08     |
| 70701     | DOMINOS PIZZA                  | 05/26/2016 | 332.47       |
| 70702     | DONOVAN, WILLIAM J             | 05/26/2016 | 77.00        |
| 70703     | DOOR SERVICE COMPANY           | 05/26/2016 | 12,252.00    |
| 70704     | DEFINITIVE TECHNOLOGY SOLUTION | 05/26/2016 | 17,764.87    |
| 70705     | DUBOIS, RICHARD                | 05/26/2016 | 129.00       |
| 70706     | ECKROTH MUSIC                  | 05/26/2016 | 154.19       |
| 70707     | ECO-CARTRIDGE SOLUTIONS        | 05/26/2016 | 111.44       |
| 70708     | ED'S TROPHIES INC              | 05/26/2016 | 83.00        |
| 70709     | EDINBOROUGH PARK               | 05/26/2016 | 215.00       |
| 70710     | ELLIOTT, MIKE                  | 05/26/2016 | 120.00       |
| 70711     | ELLISON EDUC EQUIP INC         | 05/26/2016 | 66.00        |
| 70712     | EVANS, KAYE                    | 05/26/2016 | 90.00        |
| 70713     | FAIRBANKS, COMANCHE            | 05/26/2016 | 400.00       |
| 70714     | FAIRVIEW                       | 05/26/2016 | 565.00       |
| 70715     | FASTENAL COMPANY               | 05/26/2016 | 66.82        |
| 70716     | FESTIVAL FOODS-KNOWLAN'S       | 05/26/2016 | 655.08       |
| 70717     | FIELD LOGIC                    | 05/26/2016 | 1,800.00     |
| 70718     | FIRST STUDENT INC              | 05/26/2016 | 932.82       |
| 70719     | FISCHER, THOMAS                | 05/26/2016 | 450.00       |
| 70720     | FITNESS DISTRIBUTING INC       | 05/26/2016 | 130.00       |
| 70721     | FLOCABULARY                    | 05/26/2016 | 96.00        |
| 70722     | FOLLETT SCHOOL SOLUTIONS INC   | 05/26/2016 | 1,211.38     |
| 70723     | FRASSATI CATHOLIC ACADEMY      | 05/26/2016 | 16,771.65    |
| 70724     | FREDERICKSON, KYLE             | 05/26/2016 | 1,000.00     |

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| 70725     | FRONTRUNNER EVENTS             | 05/26/2016 | 215.80       |
| 70726     | GALLAGHERS NORTHWESTERN TIRE C | 05/26/2016 | 970.70       |
| 70727     | GALLAGHER, LAWRENCE            | 05/26/2016 | 76.00        |
| 70728     | GARDEN & ASSOCIATES INC        | 05/26/2016 | 120.00       |
| 70729     | GIBBS FARM                     | 05/26/2016 | 1,180.00     |
| 70730     | GIBSON, TOM                    | 05/26/2016 | 58.00        |
| 70731     | GILLEN, ROBERT                 | 05/26/2016 | 640.00       |
| 70732     | GLOVER, PHIL                   | 05/26/2016 | 80.00        |
| 70733     | GMS INDUSTRIAL SUPPLIES INC    | 05/26/2016 | 181.30       |
| 70734     | GOPHER                         | 05/26/2016 | 1,169.22     |
| 70735     | GRAFFIC TRAFFIC LLC            | 05/26/2016 | 800.00       |
| 70736     | GRAINGER                       | 05/26/2016 | 778.34       |
| 70737     | GRANDMA'S BAKERY INC           | 05/26/2016 | 37.10        |
| 70738     | GRASTO, JEFF                   | 05/26/2016 | 38.00        |
| 70739     | GREAT AMER OPPORTUNITIES INC   | 05/26/2016 | 2,420.00     |
| 70740     | Vendor Continued Check         | 05/26/2016 | 0.00         |
| 70741     | GREAT RIVER OFFICE PRODUCTS    | 05/26/2016 | 8,227.85     |
| 70742     | Vendor Continued Check         | 05/26/2016 | 0.00         |
| 70743     | Vendor Continued Check         | 05/26/2016 | 0.00         |
| 70744     | GREATAMERICA FINANCIAL SERVICE | 05/26/2016 | 14,292.61    |
| 70745     | GROTH MUSIC CO                 | 05/26/2016 | 37.83        |
| 70746     | HEALTHPARTNERS                 | 05/26/2016 | 201,625.00   |
| 70747     | HEANEY, MONROE E               | 05/26/2016 | 1,150.00     |
| 70748     | HEARTLAND COSTUMES             | 05/26/2016 | 210.00       |
| 70749     | HEJNY RENTALS INC              | 05/26/2016 | 988.32       |
| 70750     | HELLO DIRECT INC               | 05/26/2016 | 333.70       |
| 70751     | HERITAGE FOOD SERVICE GROUP    | 05/26/2016 | 234.39       |
| 70752     | HILDI INC                      | 05/26/2016 | 13,380.00    |
| 70753     | HINES GERALD                   | 05/26/2016 | 280.00       |
| 70754     | HINRICHS, PETER E              | 05/26/2016 | 129.00       |
| 70755     | HISTORY COMES TO LIFE LLC      | 05/26/2016 | 315.00       |
| 70756     | HOULE, EUGENE                  | 05/26/2016 | 240.00       |
| 70757     | HOWE, SCOTT                    | 05/26/2016 | 50.00        |
| 70758     | HOYER, MARCUS C                | 05/26/2016 | 160.00       |
| 70759     | HUDSON HIGH SCHOOL             | 05/26/2016 | 130.00       |
| 70760     | HUERTH, MICHAEL                | 05/26/2016 | 1,285.20     |
| 70761     | HUGO EQUIPMENT CO              | 05/26/2016 | 135.98       |
| 70762     | HULMER, MARCUS                 | 05/26/2016 | 68.00        |
| 70763     | INNOVATIVE OFFICE SOLUTIONS    | 05/26/2016 | 74.51        |
| 70764     | INSIGHT INVESTMENTS LLC        | 05/26/2016 | 1,270.46     |
| 70765     | ISD #621 MOUNDS VIEW PUBLIC SC | 05/26/2016 | 58,058.95    |
| 70766     | IUOE LOCAL 70                  | 05/26/2016 | 23.25        |
| 70767     | JACKI BRICKMAN INC             | 05/26/2016 | 1,650.00     |
| 70768     | JAYTECH INC                    | 05/26/2016 | 1,628.00     |
| 70769     | JESSEN, CHRIS                  | 05/26/2016 | 129.00       |
| 70770     | JIMMY JOHNS #869               | 05/26/2016 | 113.14       |
| 70771     | JOHNSON, GERALD                | 05/26/2016 | 34.00        |
| 70772     | JOHNSON CONTROLS INC           | 05/26/2016 | 1,951.00     |
| 70773     | JONES SCHOOL SUPPLY CO INC     | 05/26/2016 | 134.40       |
| 70774     | JUNDT, JOHN                    | 05/26/2016 | 152.00       |

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| 70775     | JUREK, COLETTE                 | 05/26/2016 | 29.00        |
| 70776     | JUST FOR KIX                   | 05/26/2016 | 199.00       |
| 70777     | JW PEPPER & SON INC            | 05/26/2016 | 4.45         |
| 70778     | KATH FUEL OIL SERVICE CO       | 05/26/2016 | 16,061.59    |
| 70779     | KELLER, DAVID                  | 05/26/2016 | 115.00       |
| 70780     | KEYSTONE INTERPRETING SOLUTION | 05/26/2016 | 1,926.25     |
| 70781     | KIDCREATE STUDIO               | 05/26/2016 | 276.00       |
| 70782     | KIIHN, ROB                     | 05/26/2016 | 260.00       |
| 70783     | KING, JEFF                     | 05/26/2016 | 77.00        |
| 70784     | KLOCKIT                        | 05/26/2016 | 396.00       |
| 70785     | KOEHNEN, KAY                   | 05/26/2016 | 24.00        |
| 70786     | KOONTZ, DENISE                 | 05/26/2016 | 355.00       |
| 70787     | KOWALSKIS MARKET               | 05/26/2016 | 10.86        |
| 70788     | KRAFT CONTRACTING & MECHANICAL | 05/26/2016 | 460.00       |
| 70789     | KRUSCHWITZ, RON                | 05/26/2016 | 40.00        |
| 70790     | KULLY SUPPLY COMPANY           | 05/26/2016 | 1,918.26     |
| 70791     | LAKESHORE LEARNING MATERIALS   | 05/26/2016 | 1,691.59     |
| 70792     | LANDS BEST FOODS               | 05/26/2016 | 2,488.40     |
| 70793     | LARSON, KAY                    | 05/26/2016 | 120.00       |
| 70794     | LEARNING A-Z                   | 05/26/2016 | 169.95       |
| 70795     | LIBERTY CLASSICAL ACADEMY      | 05/26/2016 | 923.94       |
| 70796     | LIDS TEAM SPORTS               | 05/26/2016 | 1,192.24     |
| 70797     | LORENZ RECOGNITION CO          | 05/26/2016 | 266.80       |
| 70798     | L T G POWER EQUIPMENT          | 05/26/2016 | 45.00        |
| 70799     | LUEDTKE, DANIEL                | 05/26/2016 | 600.00       |
| 70800     | MN ASSOC FOR CHILDREN'S MENTAL | 05/26/2016 | 360.00       |
| 70801     | Vendor Continued Check         | 05/26/2016 | 0.00         |
| 70802     | MADISON NATIONAL LIFE          | 05/26/2016 | 24,406.64    |
| 70803     | MALLEY, DAVID                  | 05/26/2016 | 38.00        |
| 70804     | MARCO, INC                     | 05/26/2016 | 329.37       |
| 70805     | MASA                           | 05/26/2016 | 2,550.00     |
| 70806     | MASE                           | 05/26/2016 | 1,780.00     |
| 70807     | MN ASSOC OF SECRETARIES TO THE | 05/26/2016 | 40.00        |
| 70808     | MAYERON, JACK                  | 05/26/2016 | 280.00       |
| 70809     | MCGIVERN, FRANK                | 05/26/2016 | 68.00        |
| 70810     | MCNEILL, ANDREW SCOTT          | 05/26/2016 | 3.70         |
| 70811     | MCNERTNEY, HOWARD              | 05/26/2016 | 76.00        |
| 70812     | MN ELEMENTARY SCH PRIN ASSOC   | 05/26/2016 | 500.00       |
| 70813     | METROPOLITAN PRINCIPALS ACADEM | 05/26/2016 | 1,800.00     |
| 70814     | MG MCGRATH                     | 05/26/2016 | 416.79       |
| 70815     | MID CITY SERVICES - INDUSTRIAL | 05/26/2016 | 2,371.51     |
| 70816     | MINVALCO INC                   | 05/26/2016 | 335.50       |
| 70817     | MN HISTORICAL SOCIETY          | 05/26/2016 | 3,000.00     |
| 70818     | MN INTERNSHIP CENTER           | 05/26/2016 | 1,890.00     |
| 70819     | MN ZOO                         | 05/26/2016 | 486.00       |
| 70820     | MN ZOO                         | 05/26/2016 | 900.00       |
| 70821     | MOBILE RADIO ENGINEERING INC   | 05/26/2016 | 67.25        |
| 70822     | MOORE, CYNTHIA A               | 05/26/2016 | 632.00       |
| 70823     | MN SCHOOL BOARDS ASSN          | 05/26/2016 | 350.00       |
| 70824     | MUMBLEAU, RICHARD THOMAS       | 05/26/2016 | 440.00       |

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| 70825     | MUSIC IS ELEMENTARY            | 05/26/2016 | 595.44       |
| 70826     | MUSIC THEATER INTL             | 05/26/2016 | 10.00        |
| 70827     | NATL HONOR SOCIETY             | 05/26/2016 | 385.00       |
| 70828     | NATL RECOGNITION PRODUCTS      | 05/26/2016 | 330.00       |
| 70829     | NCS PEARSON INC                | 05/26/2016 | 212.00       |
| 70830     | NEOFUNDS BY NEOPOST            | 05/26/2016 | 999.64       |
| 70831     | NEOPOST INC                    | 05/26/2016 | 41.99        |
| 70832     | NESVIG, PAUL                   | 05/26/2016 | 68.00        |
| 70833     | NEVCO INC                      | 05/26/2016 | 308.82       |
| 70834     | NEW WAY HYPNOSIS CLINC INC     | 05/26/2016 | 352.00       |
| 70835     | NORTH MEMORIAL OCCUPATIONAL ME | 05/26/2016 | 72.00        |
| 70836     | NORTH STAR BANK                | 05/26/2016 | 7,585.00     |
| 70837     | NORTHERN FOREST PRODUCTS LLC   | 05/26/2016 | 1,046.75     |
| 70838     | NOVAK, JANICE S                | 05/26/2016 | 240.00       |
| 70839     | OFFICE DEPOT                   | 05/26/2016 | 233.81       |
| 70840     | OLSON, EMILY R                 | 05/26/2016 | 1,162.50     |
| 70841     | OLSON, RYAN J                  | 05/26/2016 | 40.00        |
| 70842     | ON SITE SANITATION INC         | 05/26/2016 | 124.44       |
| 70843     | ONEKA RIDGE GOLF COURSE        | 05/26/2016 | 1,800.00     |
| 70844     | ONENECK IT SOLUTIONS LLC       | 05/26/2016 | 525.00       |
| 70845     | ORIENTAL TRADING CO INC        | 05/26/2016 | 28.98        |
| 70846     | OSTROWSKI, KARRI               | 05/26/2016 | 50.00        |
| 70847     | OXYGEN SERVICE CO INC          | 05/26/2016 | 9.30         |
| 70848     | PARADISE COFFEE LLC            | 05/26/2016 | 87.50        |
| 70849     | PARNELL, CHARLES               | 05/26/2016 | 76.00        |
| 70850     | PARSIMONY INC                  | 05/26/2016 | 2,400.00     |
| 70851     | P B B S EQUIPMENT CORP         | 05/26/2016 | 495.95       |
| 70852     | PETERSON BROS ROOFING & CONST  | 05/26/2016 | 897.87       |
| 70853     | PETERSEN, TIM W                | 05/26/2016 | 34.00        |
| 70854     | PETERSON, WILLIAM C            | 05/26/2016 | 68.00        |
| 70855     | PETRICH, MELISSA               | 05/26/2016 | 192.00       |
| 70856     | PHOENIX ALTERNATIVES INC       | 05/26/2016 | 299.25       |
| 70857     | PIONEER ATHLETICS              | 05/26/2016 | 287.50       |
| 70858     | PKD FOUNDATION                 | 05/26/2016 | 116.00       |
| 70859     | PLADSON ENVIRONMENTAL INC      | 05/26/2016 | 2,090.00     |
| 70860     | PLATT, DAVID                   | 05/26/2016 | 76.00        |
| 70861     | PODRATZ, DIANE J               | 05/26/2016 | 80.00        |
| 70862     | PODRATZ, JAMES C               | 05/26/2016 | 80.00        |
| 70863     | POKELA, KEITH                  | 05/26/2016 | 129.00       |
| 70864     | POLAR CHEVROLET MAZDA          | 05/26/2016 | 85.50        |
| 70865     | POSSEHL, KIRK K                | 05/26/2016 | 120.00       |
| 70866     | POWER DISTRIBUTORS             | 05/26/2016 | 110.55       |
| 70867     | PRO-ED INC                     | 05/26/2016 | 48.35        |
| 70868     | PURINTON, KEITH                | 05/26/2016 | 68.00        |
| 70869     | QUIGLEY, DAWN ELIZABETH        | 05/26/2016 | 500.00       |
| 70870     | RADEMACHER, CATHY              | 05/26/2016 | 160.00       |
| 70871     | RAISANEN, DAVID LEE            | 05/26/2016 | 8.25         |
| 70872     | RAMSEY COUNTY                  | 05/26/2016 | 24,560.50    |
| 70873     | RATTE, DAVE                    | 05/26/2016 | 275.00       |
| 70874     | RATWIK ROSZAK & MALONEY PA     | 05/26/2016 | 1,244.31     |

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| 70875     | RED CROSS STORE                | 05/26/2016 | 148.59       |
| 70876     | REGENTS OF THE UNIV OF MN      | 05/26/2016 | 690.00       |
| 70877     | REGION 4AA                     | 05/26/2016 | 1,935.00     |
| 70878     | REITELBACH, ADAM               | 05/26/2016 | 76.00        |
| 70879     | RENDON-MARTINEZ, CRISTIAN ROLA | 05/26/2016 | 13.96        |
| 70880     | REPUBLIC SERVICES #899         | 05/26/2016 | 9,502.86     |
| 70881     | RIFTON EQUIPMENT               | 05/26/2016 | 2,969.25     |
| 70882     | ROBERT HALF TECH               | 05/26/2016 | 2,294.82     |
| 70883     | ROKENBOK EDUCATION             | 05/26/2016 | 3,881.19     |
| 70884     | ROSE CITY SIGN                 | 05/26/2016 | 300.00       |
| 70885     | RUN N FUN                      | 05/26/2016 | 105.00       |
| 70886     | RUPP ANDERSON SQUIRES & WALDSP | 05/26/2016 | 7,437.30     |
| 70887     | RUPP, HENRY JACOB              | 05/26/2016 | 650.00       |
| 70888     | SAF ENTERPRISES LLC            | 05/26/2016 | 373.07       |
| 70889     | SAFeway DRIVING SCHOOL         | 05/26/2016 | 9,765.00     |
| 70890     | SAGEHORN, DICK                 | 05/26/2016 | 68.00        |
| 70891     | SAINTS NORTH MAPLEWOOD         | 05/26/2016 | 400.00       |
| 70892     | SAMTANI, AMIT                  | 05/26/2016 | 11.85        |
| 70893     | SCANTRON CORPORATION           | 05/26/2016 | 1,010.86     |
| 70894     | SCHMEICHEL, RUSS               | 05/26/2016 | 310.00       |
| 70895     | SCHMITT MUSIC COMPANY          | 05/26/2016 | 111.00       |
| 70896     | SCHMITT MUSIC COMPANY          | 05/26/2016 | 1,808.00     |
| 70897     | SCHOOL OUTFITTERS              | 05/26/2016 | 808.53       |
| 70898     | SCHOOL SPECIALTY               | 05/26/2016 | 228.76       |
| 70899     | SCHOOLSIN.COM                  | 05/26/2016 | 230.44       |
| 70900     | SCHULTZ, PAUL                  | 05/26/2016 | 440.00       |
| 70901     | SCOT MCDONALD GOLF SHOP LLC    | 05/26/2016 | 1,088.20     |
| 70902     | SELB-SACK, MICHELLE            | 05/26/2016 | 135.04       |
| 70903     | SITEONE LANDSCAPE SUPPLY       | 05/26/2016 | 1,456.52     |
| 70904     | SKELLY, BRIAN                  | 05/26/2016 | 77.00        |
| 70905     | SCHOOL NUTRITION ASSOC (SNA)   | 05/26/2016 | 50.00        |
| 70906     | SOCIAL THINKING PUBLISHING     | 05/26/2016 | 19.94        |
| 70907     | SORENSEN, MATT                 | 05/26/2016 | 76.00        |
| 70908     | ST PAUL RIVER CENTRE           | 05/26/2016 | 1,747.99     |
| 70909     | Vendor Continued Check         | 05/26/2016 | 0.00         |
| 70910     | STAPLES ADVANTAGE              | 05/26/2016 | 4,413.94     |
| 70911     | Vendor Continued Check         | 05/26/2016 | 0.00         |
| 70912     | STATE SUPPLY CO                | 05/26/2016 | 3,399.80     |
| 70913     | STAY TUNED PIANO SERVICES      | 05/26/2016 | 190.00       |
| 70914     | STENDLUND, TERRI               | 05/26/2016 | 106.13       |
| 70915     | STOLTZ, STEVE                  | 05/26/2016 | 120.00       |
| 70916     | STOR-MOR                       | 05/26/2016 | 2,625.00     |
| 70917     | STRAUS, WILLIAM J              | 05/26/2016 | 77.00        |
| 70918     | SUMMIT COMPANIES               | 05/26/2016 | 145.00       |
| 70919     | SWITZER, ADAM J                | 05/26/2016 | 76.00        |
| 70920     | SYNOVIA                        | 05/26/2016 | 1,417.50     |
| 70921     | THE T-SHIRT PEOPLE             | 05/26/2016 | 416.00       |
| 70922     | TA SCHIFSKY & SONS INC         | 05/26/2016 | 4,425.00     |
| 70923     | TAI CHI FOR WELL-BEING LLC     | 05/26/2016 | 640.00       |
| 70924     | TALLY'S DOCKSIDE               | 05/26/2016 | 204.60       |

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| 70925     | TEACHERS DISCOVERY             | 05/26/2016 | 186.76       |
| 70926     | TEACHERS-TEACHERS.COM          | 05/26/2016 | 2,950.00     |
| 70927     | TENNIS WAREHOUSE               | 05/26/2016 | 599.50       |
| 70928     | THIEL, ZOE                     | 05/26/2016 | 2,200.00     |
| 70929     | THOMPSON, JASON                | 05/26/2016 | 129.00       |
| 70930     | TILSNER CARTON CO              | 05/26/2016 | 376.80       |
| 70931     | TORMACH INC                    | 05/26/2016 | 510.57       |
| 70932     | TOYOTA-LIFT OF MINNESOTA       | 05/26/2016 | 201.61       |
| 70933     | TRADE PRESS INC                | 05/26/2016 | 1,557.63     |
| 70934     | TRANS-MISSISSIPPI BIO SUPPLY   | 05/26/2016 | 292.09       |
| 70935     | TROLLHAUGEN                    | 05/26/2016 | 1,537.00     |
| 70936     | TRUMOR INC                     | 05/26/2016 | 10,200.00    |
| 70937     | TURFWERKS INC                  | 05/26/2016 | 470.77       |
| 70938     | TWIN CITY HARDWARE             | 05/26/2016 | 200.10       |
| 70939     | TWIN CITY JANITOR SUPPLY CO    | 05/26/2016 | 324.00       |
| 70940     | TWIN CITIES TRANSPORT & RECOVE | 05/26/2016 | 250.00       |
| 70941     | TWIN CITY OFFICIALS            | 05/26/2016 | 1,240.00     |
| 70942     | TWIN PINES IMPRINTING          | 05/26/2016 | 673.46       |
| 70943     | TYLER TECHNOLOGIES INC         | 05/26/2016 | 5,112.99     |
| 70944     | U.S. ENERGY SERVICES INC       | 05/26/2016 | 28,726.12    |
| 70945     | UNITED REFRIGERATION           | 05/26/2016 | 67.08        |
| 70946     | UNIVERSAL ATHLETIC             | 05/26/2016 | 363.63       |
| 70947     | THE UPS STORE #3299            | 05/26/2016 | 151.12       |
| 70948     | US FOODS CULINARY EQUIP & SUPP | 05/26/2016 | 427.37       |
| 70949     | VALLEYFAIR GROUP SALES         | 05/26/2016 | 1,035.00     |
| 70950     | VALLEYFAIR GROUP SALES         | 05/26/2016 | 540.00       |
| 70951     | VALLEYFAIR GROUP SALES         | 05/26/2016 | 2,002.50     |
| 70952     | VARBERG, NICHOLAS              | 05/26/2016 | 76.00        |
| 70953     | VOGEL, MICHAEL                 | 05/26/2016 | 76.00        |
| 70954     | WALTERS REBUILDERS             | 05/26/2016 | 30.00        |
| 70955     | WHITE BEAR CENTER FOR THE ARTS | 05/26/2016 | 9,450.00     |
| 70956     | WHITE BEAR EVENTS              | 05/26/2016 | 70.00        |
| 70957     | WHITE BEAR GLASS INC           | 05/26/2016 | 280.00       |
| 70958     | WHITE BEAR AREA CHAMBER        | 05/26/2016 | 285.00       |
| 70959     | WHITE BEAR AREA YMCA           | 05/26/2016 | 594.00       |
| 70960     | WHITE BEAR LAKE CITY           | 05/26/2016 | 170.00       |
| 70961     | WHITE BEAR LAKE CITY           | 05/26/2016 | 100.00       |
| 70962     | WBL PIZZA MAN                  | 05/26/2016 | 72.84        |
| 70963     | WHITE BEAR LAKE UMPIRES ASSN   | 05/26/2016 | 2,625.00     |
| 70964     | WELLNER LAW PLLC               | 05/26/2016 | 300.00       |
| 70965     | WESTERN PSYCHOLOGICAL SERVICES | 05/26/2016 | 49.00        |
| 70966     | WESTLUND, JILL                 | 05/26/2016 | 1,474.00     |
| 70967     | WHITE, TIM                     | 05/26/2016 | 160.00       |
| 70968     | WHITSON, CLIFF                 | 05/26/2016 | 68.00        |
| 70969     | WIKSTROM, SUSAN                | 05/26/2016 | 33.30        |
| 70970     | WILES, DAVE                    | 05/26/2016 | 76.00        |
| 70971     | WILLFORD, AARON D              | 05/26/2016 | 40.00        |
| 70972     | WINN GEORGE                    | 05/26/2016 | 116.00       |
| 70973     | WITTFITT LLC                   | 05/26/2016 | 283.00       |
| 70974     | WL HALL COMPANY                | 05/26/2016 | 43.48        |

| Check Nbr | Vendor Name              | Check Date              | Check Amount |
|-----------|--------------------------|-------------------------|--------------|
| 70975     | WOLF RIDGE ENVIRONMENTAL | 05/26/2016              | 9,815.00     |
| 70976     | WORLD BOOK INC           | 05/26/2016              | 2,390.28     |
| 70977     | XCEL ENERGY              | 05/26/2016              | 82,248.93    |
| 70978     | XEROX CORPORATION        | 05/26/2016              | 5.07         |
| 70979     | YEPSEN, CARTER           | 05/26/2016              | 206.00       |
| 70980     | YOUNG REMBRANDTS         | 05/26/2016              | 385.00       |
| 70981     | YOUTH ENRICHMENT LEAGUE  | 05/26/2016              | 2,177.00     |
| 70982-    |                          |                         |              |
| 70987     | VOID                     | 05/26/2016              | VOID         |
| 357       | Computer                 | Check(s) For a Total of | 817,306.84   |

| Check Nbr | Vendor Name          | Check Date              | Check Amount |
|-----------|----------------------|-------------------------|--------------|
| 70498     | NORTHEAST METRO HOSA | 05/26/2016              | 0.00         |
| 1         | Manual               | Check(s) For a Total of | 0.00         |

| Check Nbr | Vendor Name                   | Check Date              | Check Amount |
|-----------|-------------------------------|-------------------------|--------------|
| 61751     | WHITE BEAR LAKE CITY          | 05/26/2016              | 35.00        |
| 63519     | RONDEAU, SHELLY R             | 05/26/2016              | 97.50        |
| 64050     | KLASSEN, DICK                 | 05/26/2016              | 18.00        |
| 64104     | NOVAK JR, WILLIAM             | 05/26/2016              | 20.00        |
| 64122     | POESCHL, PHIL                 | 05/26/2016              | 29.00        |
| 64173     | VANG, JANNIE                  | 05/26/2016              | 37.00        |
| 66285     | GRANT, BRITTANY JEAN          | 05/26/2016              | 2.60         |
| 68322     | ROSEMOUNT HIGH SCHOOL         | 05/26/2016              | 110.00       |
| 70482     | MN STATE COLLEGES & UNIV      | 05/26/2016              | 495.00       |
| 70562     | STEWART, ZLIMEN & JUNGERS LTD | 05/26/2016              | 73.71        |
| 10        | Void                          | Check(s) For a Total of | 917.81       |

|           |     |                                   |                       |            |
|-----------|-----|-----------------------------------|-----------------------|------------|
|           | 1   | Manual                            | Checks For a Total of | 0.00       |
|           | 0   | Wire Transfer                     | Checks For a Total of | 0.00       |
|           | 0   | ACH                               | Checks For a Total of | 0.00       |
|           | 357 | Computer                          | Checks For a Total of | 817,306.84 |
| Total For | 358 | Manual, Wire Tran, ACH & Computer | Checks                | 817,306.84 |
| Less      | 10  | Voided                            | Checks For a Total of | 917.81     |
|           |     |                                   | Net Amount            | 816,389.03 |

| Check Nbr | Vendor Name                    | Check Date              | Check Amount |
|-----------|--------------------------------|-------------------------|--------------|
| 70988     | AMERICAN UNITED LIFE           | 05/26/2016              | 71,425.43    |
| 70989     | AMERICAN UNITED LIFE           | 05/26/2016              | 18,375.00    |
| 70990     | AMERIPRISE FINANCIAL SERVICES  | 05/26/2016              | 13,969.72    |
| 70991     | GREAT LAKES HIGHER EDUC        | 05/26/2016              | 131.40       |
| 70992     | GREATER TWIN CITIES UNITED WAY | 05/26/2016              | 202.50       |
| 70993     | GURSTEL CHARGO ATTORNEYS AT LA | 05/26/2016              | 254.00       |
| 70994     | IUOE LOCAL 70                  | 05/26/2016              | 2,227.48     |
| 70995     | Vendor Continued Check         | 05/26/2016              | 0.00         |
| 70996     | MADISON NATIONAL LIFE          | 05/26/2016              | 19,261.43    |
| 70997     | MESSERLI & KRAMER PA           | 05/26/2016              | 330.00       |
| 70998     | METROPOLITAN LIFE              | 05/26/2016              | 2,321.87     |
| 70999     | RAUSCH, STURM, ISRAEL,         | 05/26/2016              | 210.00       |
| 71000     | SCHOOL SERVICE EMPLOYEES       | 05/26/2016              | 5,982.27     |
| 71001     | US DEPT OF EDUCATION           | 05/26/2016              | 504.44       |
| 71002     | VANGUARD SMALL BUSINESS SERVIC | 05/26/2016              | 29,400.33    |
| 71003     | WBLA EDUCATIONAL FOUNDATION    | 05/26/2016              | 702.00       |
| 16        | Computer                       | Check(s) For a Total of | 165,297.87   |

|           |    |                                   |                       |            |
|-----------|----|-----------------------------------|-----------------------|------------|
|           | 0  | Manual                            | Checks For a Total of | 0.00       |
|           | 0  | Wire Transfer                     | Checks For a Total of | 0.00       |
|           | 0  | ACH                               | Checks For a Total of | 0.00       |
|           | 16 | Computer                          | Checks For a Total of | 165,297.87 |
| Total For | 16 | Manual, Wire Tran, ACH & Computer | Checks                | 165,297.87 |
| Less      | 0  | Voided                            | Checks For a Total of | 0.00       |
|           |    |                                   | Net Amount            | 165,297.87 |

| Check Nbr | Vendor Name                    | Check Date              | Check Amount |
|-----------|--------------------------------|-------------------------|--------------|
| 65        | WHITE BEAR LAKE TEACHERS ASSOC | 05/26/2016              | 75,147.79    |
| 1         | Computer                       | Check(s) For a Total of | 75,147.79    |

|           |   |                                   |                       |           |
|-----------|---|-----------------------------------|-----------------------|-----------|
|           | 0 | Manual                            | Checks For a Total of | 0.00      |
|           | 0 | Wire Transfer                     | Checks For a Total of | 0.00      |
|           | 0 | ACH                               | Checks For a Total of | 0.00      |
|           | 1 | Computer                          | Checks For a Total of | 75,147.79 |
| Total For | 1 | Manual, Wire Tran, ACH & Computer | Checks                | 75,147.79 |
| Less      | 0 | Voided                            | Checks For a Total of | 0.00      |
|           |   |                                   | Net Amount            | 75,147.79 |

**RESOLUTION FOR ACCEPTANCE OF GIFTS**

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

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

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

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

AGENDA ITEM: **Acceptance of Gifts**  
 MEETING DATE: **June 13, 2016**  
 SUGGESTED DISPOSITION: **Operational Item**  
 CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Director of Finance and Operations**

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| Donation   | Donor  | Recipient   |
|--|--|---|
| Cello Bow value \$75<br>for Elementary Orchestra<br>Program  | Eckroth Music<br>Terry Pepper                                  | White Bear Lake<br>Area Schools                                     |
| 29 Bike Helmets  | Children’s Hospitals and Clinics<br>of Minnesota<br>Dex Tuttle | Early Childhood Program   |
| \$300 for Junior Day Celebration   | White Bear Lake Lions Club                                     | White Bear Lake Area<br>High School –<br>South Campus               |
| Wheelchair- Value \$100  | Ray and Irene Pribnow  | Oneka Elementary School   |
| \$874.08   | Target   | Vadnais Heights<br>Elementary School                                |
| \$1,400  | Target   | Vadnais Heights<br>Elementary School                                |
| \$100<br>for the Fishing Club  | Signature Orthodontics   | White Bear Lake Area<br>High School                                 |
| \$300<br>for Adopted Softball  | Timothy and Kristin Demery                                     | White Bear Lake Area<br>High School                                 |
| \$6,032  | See attached   | Community Services and<br>Recreation<br>Senior Programming          |
| \$1,000<br>for Track Program   | White Bear Lake Lions Club                                     | White Bear Lake Area<br>High School                                 |
| \$500 for<br>BearPower event on<br>May 21, 2016  | White Bear Lake Lions Club                                     | White Bear Lake Area<br>School District                             |
| Weight Machine<br>(Total value: \$1,475 - District<br>paid \$475 and the remainder<br>\$1,000 was donated) | Tom Schaefer   | White Bear Lake Area<br>Schools<br>Physical Education<br>Department |
| \$500<br>For Ambassadors/Interact<br>Sponsorship   | White Bear Lake Rotary<br>Foundation                           | White Bear Lake Area<br>High School<br>South Campus                 |

**RECOMMENDATION:** Accept donations.

**Community Services and Recreation  
Donations for Senior Programming**

**GENERAL**

|                                |                   |
|--------------------------------|-------------------|
| Kristen Brodie                 | \$50.00           |
| Ellen Maas                     | \$25.00           |
| Laudy E and Shirle Ribar       | \$100.00          |
| Jogn Fortier                   | \$50.00           |
| John and Bonnie Coghlan        | \$25.00           |
| Paul Moss and Craig Miller     | \$25.00           |
| Gail M. Hanscom                | \$25.00           |
| Mary and Fred Brass            | \$50.00           |
| Norman Youness                 | \$25.00           |
| Marty and Jean Annoni          | \$100.00          |
| Ted and Bonnie La Valley       | \$50.00           |
| Donna Hagemeier                | \$25.00           |
| Roy Christensen                | \$250.00          |
| Matthew Gagen                  | \$50.00           |
| Terri Toner                    | \$200.00          |
| Joseph and Bonnie Selden       | \$50.00           |
| Mary Jean and Michael Waldo    | \$25.00           |
| Mrian Milbridge                | \$25.00           |
| Del and Debbie Clough          | \$30.00           |
| Lois Hendricks                 | \$50.00           |
| Sandra K. Gibson               | \$25.00           |
| Kathleen James                 | \$100.00          |
| Joseph and Patricia Mikacevich | \$50.00           |
| M. Cleo Neimi and Arthur P. N  | \$15.00           |
| Timothy and Rhonda Binzer      | \$25.00           |
| <b>Total</b>                   | <b>\$1,445.00</b> |

**MEALS ON WHEELS**

|                         |              |
|-------------------------|--------------|
| Stephan McGarthwaite    | \$50         |
| Joanne Thornquist       | \$25.00      |
| Henrietta Smith         | \$2.00       |
| Glenn and Jane Schuster | \$50.00      |
| Lois Ziolkowski         | \$10         |
| WBL Lions Club          | \$300.00     |
| <b>Total</b>            | <b>\$437</b> |

**LIONMOBILE**

|                   |                   |
|-------------------|-------------------|
| Joanne Thornquist | \$25.00           |
| Jeanne Koeckeritz | \$25.00           |
| WBL Lions Club    | \$2,000.00        |
| WBL Lions Club    | \$2,000.00        |
| <b>Total</b>      | <b>\$4,050.00</b> |

**LionsHELP**

|                |              |
|----------------|--------------|
| WBL Lions Club | \$100        |
| <b>Total</b>   | <b>\$100</b> |

**RESOLUTION FOR HUMAN RESOURCES ITEMS**

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

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

THEREFORE BE IT RESOLVED, that the School Board authorizes the approval of the human resources items listed in Consent Agenda Items A-5(f).

**INDEPENDENT SCHOOL DISTRICT NO.624**  
**Department of Human Resources**

**RESIGNATIONS/TERMINATION – CLASSIFIED STAFF**

**EMILY CLARK** - Program Assistant Leader, Oneka Elementary  
Employed by District 624 since 09/15/2015  
Effective Date: 06/10/2016

**LAURA COOK** – Administrative Assistant-Principal, Birch Lake Elementary  
Employed by District 624 since 11/24/2014  
Effective Date: 05/20/2016

**MARILEE CHAPLIN** - Part Time Cook, High School – South Campus  
Employed by District 624 since 05/15/2006  
Effective Date: 06/10/2016

**MARIA ETERNO** - Program Assistant Leader, Matoska International  
Employed by District 624 since 09/21/2015  
Effective Date: 06/09/2016

**THOMAS FRAZER** – Bus Driver, Bus Garage  
Employed by District 624 since 09/02/2015  
Effective Date: 05/09/2016

**SAID HIRSI** – Program Assistant Leader, Vadnais Heights Elementary  
Employed by District 624 since 01/04/2016  
Effective Date: 06/09/2016

**LAURIE JOHNSON** – Program Assistant Leader, Matoska International  
Employed by District 624 since 09/15/2015  
Effective Date: 05/25/2016

**KATIE MASLOWSKI** – Program Assistant Leader, Matoska International  
Employed by District 624 since 09/15/2015  
Effective Date: 06/09/2016

**MATRACA MCKAY** – Program Assistant Leader, Oneka Elementary  
Employed by District 624 since 01/27/2016  
Effective Date: 06/03/2016

**DAVID NELSON** – Pupil Support Assistant, Birch Lake Elementary  
Employed by District 624 since 03/28//2016  
Effective Date: 05/04/2016

**RONALD NEWBAUER** – Bus Driver, Bus Garage  
Employed by District 624 since 09/02/2015  
Effective Date: 05/19/2016

**KELLY ZDON** – Pupil Support Assistant, High School – North Campus  
Employed by District 624 since 02/22/2016  
Effective Date: 06/09/2016

**RETIREMENT – CLASSIFIED STAFF**

**LINDA ADAMS** – Administrative Assistant-Principal, Sunrise Park Middle School  
Employed by District 624 since 05/09/1996  
Effective Date: 06/30/2016

**PATRICIA COFFEY** – Pupil Support Assistant, Otter Lake Elementary  
Employed by District 624 since 08/27/1996  
Effective Date: 08/27/2016

**JUDY ENROTH** – Pupil Support Assistant, Willow Lane Elementary  
Employed by District 624 since 09/24/2002  
Effective Date: 06/09/2016

**CONNIE GILLEN** – Student Supervisor, Area Learning Center  
Employed by District 624 since 08/27/1997  
Effective Date: 06/30/2016

**FULL – TIME LEAVE REQUEST – CLASSIFIED STAFF**

**BRITTON KRIEGLER** – Attendance Clerk, High School – South Campus  
Employed by District 624 since 08/18/2015  
Effective Date: May 11, 2016 through June 10, 2016

**FULL – TIME LEAVE REQUEST – CERTIFIED STAFF**

**DAVID CAVA** – Science Teacher, High School – South Campus  
Employed by District 624 since 08/22/1996  
Effective Date: May 9, 2016 through June 10, 2016

**STEPHANIE DELLARIA** – Special Education Teacher, Otter Lake Elementary  
Employed by District 624 since 08/20/2014  
Effective Date: April 9, 2016 through May 26, 2016

**JEN ENGMAN** – Special Education Teacher, Sunrise Park Middle School  
Employed by District 624 since 08/24/2011  
Effective Date: 2016-2017 School Year

**AMY GERTEN** – Grade 3 Teacher, Lincoln Elementary  
Employed by District 624 since 08/22/2002  
Effective Date: March 2, 2016 through June 10, 2016

**PAMELA JOHNSTONE** – Grade 5 Teacher, Lincoln Elementary  
Employed by District 624 since 08/27/2009  
Effective Date: April 26, 2016 through June 10, 2016

**CHANGE OF ASSIGNMENT – CLASSIFIED STAFF**

**HEATHER SCHMIDT** – .4 Instr. Tech & .6 Lang. Arts, Central to Peer Reviewer, District Wide  
Employed by District 624 since 08/22/1998  
Effective Date: 2016 - 2017 School Year

**DEB THIBAUT** – Intervention Teacher, Lincoln Elementary to Literacy Coach, District Wide  
Employed by District 624 since 08/22/1998  
Effective Date: 2016 - 2017 School Year

**CARLA TRIGGS** – Grade 5 Teacher, Oneka Elementary to Literacy Coach, District Wide  
Employed by District 624 since 08/24/1998  
Effective Date: 2016 - 2017 School Year

**MERRILY WOLTERS** – Grade 5 Teacher, Lakeaires Elementary to Literacy Coach, District Wide  
Employed by District 624 since 09/22/1997  
Effective Date: 2016 - 2017 School Year

**NEW PERSONNEL – CLASSIFIED STAFF**

**SUZANNE BAKER** – Part Time Cook, Birch Lake Elementary  
\$14.22 / hr., 3 hrs.  
Effective Date: 05/02/2016

**RAY FLINT II** – Part Time Custodian, Central & Transition Education Center  
\$17.12 / hr., +.25 SD, 5.5 hrs.  
Effective Date: 05/23/2016

**DAVID GURNEY** – Custodian, Matoska International  
\$17.12 / hr., +.25 SD, 8 hrs.  
Effective Date: 05/23/2016

**RACHEL RANCOUR** - Part Time Cook, Central Middle School  
\$14.22 / hr., 3 hrs.,  
Effective Date: 05/02/2016

**LAURA WRIGHT** – Administrative Assistant-Principal/Child Study, Birch Lake Elementary  
\$18.15 / hr., 6.0 hrs., & \$16.62/hr., 2.0 hrs.  
Effective Date: 06/06/2016

**NEW PERSONNEL – CERTIFIED STAFF**

**DANIEL BARRETT JR** – Grade 4 Teacher, Oneka Elementary  
MA, Step 11 \$66,180  
Effective Date: 2016 - 2017 School Year

**KENDRA HERDER** – Math Teacher, Central Middle School  
BA+15, Step 5 \$47,072.00  
Effective Date: 2016 - 2017 School Year

**LAUREL HAY** – Special Education Teacher, Otter Lake Elementary

MA, Step 5 \$51,905.00

Effective Date: 2016 - 2017 School Year

**ADAM HOLMAN** – Special Education Teacher, Building to be Determined

MA, Step 4 \$50,152.00

Effective Date: 2016 - 2017 School Year

**CARLY JERRY** – Health/ Physical Education/DAPE Teacher, Central Middle School

BA, Step 1 \$41,425.00

Effective Date: 2016 - 2017 School Year

**SARAH KOLMAN-KEEN** – Special Education Teacher, Vadnais Heights Elementary

MA, Step 7 \$55,565.00

Effective Date: 2016 - 2017 School Year

**ADRIANA KOLODNY** – .8 fte Spanish Teacher, Birch Lake & Otter Lake Elementary

BA+60, Step 4 \$38,951.00

Effective Date: 2016 - 2017 School Year

**WENGIAN (MARY) LIANG** – Kindergarten Teacher, Otter Lake Elementary

MA, Step 1 \$45,933.00

Effective Date: 2016 - 2017 School Year

**JESSE MALONEY** – Science Teacher, Central Middle School

BA+45, Step 11 \$59,219

Effective Date: 2016 - 2017 School Year

**SARA MCMACKINS** – Special Education Teacher, Normandy Park

MA, Step 2 \$47,368.00

Effective Date: 2016 - 2017 School Year

**CHRISTINE MOREN** – Grade 5 Teacher, Oneka Elementary

BA, Step 5 \$45,960

Effective Date: 2016 - 2017 School Year

**AMBER PALONY** – Literacy Coach, District Wide

MA, Step 9 \$60,134

Effective Date: 2016 - 2017 School Year

**ANDREW PARR** – Vocal Music Teacher, Central Middle School

BA, Step 1 \$41,425.00

Effective Date: 2016 - 2017 School Year

**REBECCA PLACHY** – Orchestra Teacher, Central & Sunrise Park Middle School

BA, Step 2 \$42,268.00

Effective Date: 2016 - 2017 School Year

**DAG RISENG** – Special Education Teacher, District Wide

MA+45, Step 13 \$77,913.00

Effective Date: 2016 - 2017 School Year

**LORI SCHOUVIELLER** – Literacy Coach, District Wide

BA +60, Step 13 \$64,303.00

Effective Date: 2016 - 2017 School Year

**ABIGAIL SNYDER** – Grade 1 Teacher, Hugo Elementary  
BA, Step 4 \$44,495.00  
Effective Date: 2016 - 2017 School Year

**MICHELLE UETZ** – .85 Special Education Teacher, Transition Education Center  
MA, Step 9 \$51,113.90  
Effective Date: 2016 - 2017 School Year

|   |
|---|
| <b>NEW LONG TERM SUBSTITUTE – CERTIFIED STAFF</b> |
|---|

**LINDSEY HOLZ** – Grade 3 Teacher, Oneka Elementary  
BA, Step 3 \$43,026.00  
Effective Date: 2016 - 2017 School Year

**GUSTAV RUSTAN** – Science Teacher, High School – South Campus  
PhD, Step 1 \$6,414.00 (Pro-rated on \$49,773)  
Effective Date: May 9, 2016 through June 10, 2016

# **B. PUBLIC FORUM**

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

1. Public Forum will follow the Procedural Items on the agenda.
2. Public Forum will be open up to 30 minutes (3 minutes per speaker, 10 minutes per topic, no more than 3 speakers per topic as a general rule). Comments should be brief, and repetition of public comments already expressed at the same meeting should be avoided.
3. Those wishing to address the Board should fill out the Public Forum Speaker Card and submit the card to the School Board clerk or other district officials at the meeting.
4. Questions may be asked on any topic, including those on the agenda.
5. School District policy and data privacy laws preclude the Board from publicly discussing personnel matters or data, including information, which, if discussed in a public meeting could violate law or policy. Under School Board Policy 206, complaints or concerns regarding individual school district employees should be presented in writing to school administration and signed by the person submitting the complaint or concern.
6. An attempt will be made to answer questions addressed to the Board. In those cases where an answer is not provided, a phone call from an appropriate school district official will be made as a follow-up.
7. A handout on the purpose of School Board meetings and the meeting process is available at each School Board meeting.
8. Citizens may be asked to address the School Board on a particular subject during the discussion of that item.
9. The School Board chairperson will attempt to reasonably honor requests to speak, but shall also exercise discretion with regard to time constraints and therefore may limit the number of requests to speak accordingly.

# **C. INFORMATION ITEMS**

AGENDA ITEM: **Recognition for Environmental Award: Race to Reduce**  
MEETING DATE: **June 13, 2016**  
SUGGESTED DISPOSITION: **Information Item**  
CONTACT PERSON(S): **Dr. Michael Lovett, Superintendent**

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**BACKGROUND:**

Early this spring our Race to Reduce partnership received notice we had been nominated to be honored as a finalist at the formal dinner of “Environmental Initiative”, a nonprofit organization that “builds partnerships to develop collaborative solutions to Minnesota environmental problems.”

Race to Reduce was selected as the winner at the May 26 dinner and recognition ceremony. Present at the event were Patty Hall from H2O for Life, Sara Alexander, who coordinates the project, Principal Chris Streiff, Teacher Elizabeth Werner and Chelsea Feider, and Dr. Lovett. A copy of the press release is attached.

We want to provide special acknowledgement to the team that made this happen, including Sara Alexander and Patty Hall, Assistant Superintendent Sara Paul, Principals Chris Streiff and Tim Schochenmaier, with significant credit to the individual teachers who provided the creative and compelling work of matching water conservation strategies with state standards so this work is not an add-on, but rather embedded as a critical part of our curriculum. It is this that makes this work so valuable for schools state-wide.

## FOR IMMEDIATE RELEASE

### **Water Conservation Collaboration Receives Environmental Education Award**

*Declining lake levels inspire education and engagement in White Bear Lake*

**White Bear Lake, Minn.** – Local nonprofit H2O for Life along with their partners were selected as a winner for the [Race 2 Reduce](#) project at the Environmental Initiative Awards on Thursday, May 26. This program, hosted by the nonprofit Environmental Initiative, annually honors projects that have achieved extraordinary outcomes by harnessing the power of partnership.

For the past 12 years, the water level in White Bear Lake has been declining. While several causes have been identified, the pace of residential development inspired a diverse collaboration of community members to address the challenge. H2O for Life, White Bear Lake Area Schools, and Mahtomedi Public Schools joined forces in a unique effort that educates students and the community about the critical need to conserve water now and for future generations.

“By collaborating with public school districts, the cities, and other local organizations we are bringing real world issues into the classroom,” said Sarah Alexander of H2O for Life. “Students are empowered to change community water use behaviors and help inspire conservation.”

Over the past year, Race 2 Reduce engaged more than 2,100 students to learn about where their water comes from and how they can take action to conserve water resources. Program partners have worked to involve all stakeholders in the White Bear Lake area that are impacted by the diminished lake level and who share a deep concern about wanting to preserve the health and viability of the lake.

“Collaboration isn’t always easy. Race 2 Reduce is a wonderful example of what can be accomplished when people work together to achieve a common goal,” says Environmental Initiative’s Executive Director, Mike Harley. “The ongoing learning and behavior change that will happen as a result of this project is truly inspiring.”

#### **About the Environmental Initiative Awards**

Environmental Initiative is a nonprofit organization that builds partnerships with business, government and nonprofit leaders to develop collaborative solutions to Minnesota’s environmental problems. The organization has honored collaborative environmental projects through their annual awards program since 1994. [www.environmental-initiative.org](http://www.environmental-initiative.org)

AGENDA ITEM:                    **Superintendent's Report**  
MEETING DATE:                 **June 13, 2016**  
SUGGESTED DISPOSITION:     **Information Item**  
CONTACT PERSON(S):         **Dr. Michael J. Lovett, Superintendent**

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BACKGROUND:

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

# **D. DISCUSSION ITEMS**

AGENDA ITEM: **Policy 201: Equal Educational Opportunity**  
MEETING DATE: **June 13, 2016**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Dr. Michael Lovett, Superintendent**

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**BACKGROUND:**

**Overview of the Policy Review Process**

Policies are regularly reviewed by administration and recommendations are brought to the school board for approval. The first step in the process is to review model policies accessed through the Minnesota School Board Association (MSBA). MSBA regularly makes changes to the model policies based on changes in MN Statutes and federal guidelines. Policies are thoroughly reviewed at the WBLAS policy committee meeting. The policy with proposed recommendations is then sent to each member of the school board. The public hears the recommended policy revisions in the first reading at a school board meeting, followed by second reading at which the board votes on accepting the revised policy.

**Policy 201: Equal Educational Opportunity**

Minor changes have been made to this policy as recommended by MSBA or as recommended by the Policy Committee and staff for clarity.

**RECOMMENDATION:**

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 11, 2016 School Board meeting agenda or a subsequent meeting for action.

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. It is ~~the~~ The policy of the school district's ~~policy is~~ to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.
- B. The school district prohibits the harassment of any individual, including but not limited to the reasons listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, and other rights or privileges of enrollment.
- D. ~~It is the responsibility of~~ Every school district employee shall be responsible for ~~to comply~~ ing with this policy ~~conscientiously~~.
- E. Any student, parent or guardian having ~~any~~ questions regarding this policy should discuss it with the District Human Rights Officer or the Superintendent ~~appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.~~

**Legal References:** Minn. Stat. Ch. 363 (Minnesota Human Rights Act)  
Minn. Stat. § 127.46 (Sexual, Religious, and Racial Harassment and Violence Policy)  
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)  
20 U.S.C. § 1681 et seq. (Title IX of the Education Amendments of 1972)

**Cross References:** WBLASB Policy 402 (Disability Nondiscrimination)

WBLASB Policy 413 (Harassment and Violence)  
WBLASB Policy 521 (Student Disability Nondiscrimination)  
WBLASB Policy 522 (Student Sex Nondiscrimination)

AGENDA ITEM: **Policy 413, Harassment and Violence**  
MEETING DATE: **June 13, 2016**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Linda Goers, Director of Human Resources**

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**BACKGROUND:**

**Overview of the Policy Review Process**

Policies are regularly reviewed by administration and recommendations are brought to the school board for approval. The first step in the process is to review model policies accessed through the Minnesota School Board Association (MSBA). MSBA regularly makes changes to the model policies based on changes in MN Statutes and federal guidelines. Policies are thoroughly reviewed at the WBLAS policy committee meeting. The policy with proposed recommendations is then sent to each member of the school board. The public hears the recommended policy revisions in the first reading at a school board meeting, followed by second reading at which the board votes on accepting the revised policy.

**Policy 413: Harassment and Violence**

Changes have been made to this policy as recommended by MSBA or as recommended by the Policy Committee and staff for clarity.

**RECOMMENDATION:**

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 11, 2016 School Board meeting agenda or a subsequent meeting for action.

*Adopted: April 29, 1996*  
*Revised: January 10, 2005*  
*Revised: May 12, 2008*

*White Bear Lake Area*  
*School District #624 Policy 413*

*Annual Review: August 8, 2011*  
*Annual Review: September 10, 2012*  
*Annual Review: January 13, 2014*  
*Annual Review: October 13, 2014*

## **413 HARASSMENT AND VIOLENCE**

### **I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability.

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

- A. It is the policy of Independent School District No. 624 to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability. The School District prohibits any form **of** harassment or violence on the basis of race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school personnel of the School District harasses, threatens to harass or attempts to harass any student, teacher, administrator or other school personnel or group of students, teachers, administrators, or other school personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability as defined by this policy. (For purposes of this policy, School District personnel includes school board members, school employees, agents, volunteers, contractors or other persons subject to the supervision and control of the district).
- C. A violation of this policy occurs when any student, teacher, administrator, or other school personnel of the School District inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator or other school personnel or group of students, teachers, administrators, or other school personnel based on a person's race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- D. The School District will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence, based on a person's race, color, creed, religion, national origin, sex, **gender**, age, marital status, familial

status, status with regard to public assistance, sexual orientation or disability, and will take appropriate corrective action.

### III. DEFINITIONS

- A. "Assault" is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
  2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
    - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
    - b. has a record of such an impairment; or
    - c. is regarded as having such an impairment.
  2. "Familial status" means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor's legal guardian; or

- b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  - 3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  - 4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
  - 5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  - 6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
  - 7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. School District Personnel includes school board members, school employees, agents, volunteers, contractors or other persons subject to the supervision and control of the district.
- F. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- G. Sexual Harassment; Definition
- 1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
    - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
- a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of gender.

H. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in 413-5 Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

I. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report Form attached and incorporated by reference to this policy as Addendum A ~~available from the principal or building supervisor of each building or available from the school district office~~, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by 413-6 the reporting party or complainant.
- D. In each school building. The building principal, principal's designee, or building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence 1 In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board. 413-7 prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.

- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## V. INVESTIGATION

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the 413-8 individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law. 413-9
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to  
to  
deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

413-8

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

#### **IX. HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

#### **X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. § 626.556 et seq. (Reporting of Maltreatment of Minors)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)

42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

**Cross References:** WBLASB Policy 102 (Equal Educational Opportunity)  
WBLASB Policy 401 (Equal Employment Opportunity)  
WBLASB Policy 402 (Disability Nondiscrimination Policy)  
WBLASB Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
WBLASB Policy 406 (Public and Private Personnel Data)  
WBLASB Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
WBLASB Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
WBLASB Policy 506 (Student Discipline)  
WBLASB Policy 514 (Bullying Prohibition Policy)  
WBLASB Policy 515 (Protection and Privacy of Pupil Records)  
WBLASB Policy 521 (Student Disability Nondiscrimination)  
WBLASB Policy 522 (Student Sex Nondiscrimination)  
WBLASB Policy 524 (Internet Acceptable Use and Safety Policy) 413-11  
WBLASB 525 (Violence Prevention)  
WBLASB Policy 526 (Hazing Prohibition)  
WBLASB Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**Policy 413  
Addendum A**

INDEPENDENT SCHOOL DISTRICT NO. 624  
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 624 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant \_\_\_\_\_  
Home Address \_\_\_\_\_  
Work Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of Alleged Incident(s) \_\_\_\_\_

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ gender \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Name of person you believe harassed or was violent toward you or another person or group.  
\_\_\_\_\_

If the alleged harassment or violence was toward another person or group, identify that person or group. \_\_\_\_\_  
\_\_\_\_\_

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where and when did the incident(s) occur? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present \_\_\_\_\_  
\_\_\_\_\_

This complaint is filed based on my honest belief that \_\_\_\_\_ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Complainant Signature)

\_\_\_\_\_  
(Date)

Received by \_\_\_\_\_

\_\_\_\_\_  
(Date)



## **HARASSMENT AND VIOLENCE POLICY #413**



It is the policy of the White Bear Lake Public Schools to maintain a positive learning and working environment that is free from religious, racial, or sexual harassment and violence. Employees and students must be able to carry out their responsibilities within a climate of mutual respect, support, trust, and safety.

**Students:** To report any violations of these policies, immediately contact:

- Any teacher
- Any building principal
- A school counselor or social worker

**Employees:** To report any violation of these policies, immediately contact:

- Your supervisor or principal
- District Human Rights Officer

**District ADA/504 Coordinator:**  
**Kathleen Daniels**  
**Director of Special Services**  
**4855 Bloom Avenue**  
**White Bear Lake, MN 55110**  
**Phone: 651-407-7553**

**District Human Rights Officer:**  
**Linda Goers**  
**Director of Human Resources**  
**4855 Bloom Avenue**  
**White Bear Lake, MN 55110**  
**Phone: 651-407-7550**

This notice is available in large print, on audio tape, and in Braille from the ADA/504 Coordinator. Full versions of policies are available on the District Website: [www.isd/624.org/about/schoolboard-policies.asp](http://www.isd/624.org/about/schoolboard-policies.asp)

AGENDA ITEM: **Policy 414, Mandated Reporting of Child Neglect or Physical or Sexual Abuse**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Linda Goers, Director of Human Resources**  
**Kathleen Daniels, Director of Student Support**

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**BACKGROUND:**

**Overview of the Policy Review Process**

Policies are regularly reviewed by administration and recommendations are brought to the school board for approval. The first step in the process is to review model policies accessed through the Minnesota School Board Association (MSBA). MSBA regularly makes changes to the model policies based on changes in MN Statutes and federal guidelines. Policies are thoroughly reviewed at the WBLAS policy committee meeting. The policy with proposed recommendations is then sent to each member of the school board. The public hears the recommended policy revisions in the first reading at a school board meeting, followed by second reading at which the board votes on accepting the revised policy.

**Policy 414, Mandated Reporting of Child Neglect or Physical or Sexual Abuse**

Changes have been made to this policy as recommended by MSBA or as recommended by the Policy Committee and staff for clarity.

**RECOMMENDATION:**

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the July 11, 2016 School Board meeting agenda or a subsequent meeting for action.

*Adopted: April 29, 1996*  
*Revised: September 9, 2002*  
*Revised: January 10, 2005*  
*Revised: May 12, 2008*  
*Revised: January 11, 2010*

*White Bear Lake Area  
School District #624 Policy 414*

*Revised: October 11, 2010*  
*Revised: November 14, 2011*

*Annual Review: September 10, 2012*  
*Annual Review: December 9, 2013*  
*Annual Review: December 8, 2014*

## **414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE**

### **I. PURPOSE**

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

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

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. ~~A violation of this policy occurs when it shall be a violation of this policy for any school personnel as defined in this policy, to~~ fail to **immediately** report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

### **III. DEFINITIONS**

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence of an event which:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. is occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of the event.
- B. “Child” means a person under the age of 18, and, for purposes of Minn. Stat. Ch.260C (Child Protection) and Minn. Stat. Ch 260D (**Child in Voluntary Foster Care for Treatment**), includes an individual under age 21 who is in foster care **pursuant to Minn. Stat.** § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible, but in no circumstance longer than 24 hours.

- D. “Mandated reporter” means any school personnel, as defined in this policy, who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Mental Injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- F. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
  2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health, when reasonably able to do so;
  3. failure to provide for necessary supervision or appropriate child care arrangements after considering factors such as the child’s age, mental ability and physical condition; the length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
  4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
  5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance;
  6. medical neglect as defined by Minn. Stat. § 260C.007, subd. 4, Clause (5);
  7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
  8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional

response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- G. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- H. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § ~~121A.67~~ 125A.0942 or § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minn. Stat. § 121A.582.

Actions which are not reasonable and moderate include, but are not limited to, any of the following ~~that are done in anger or without regard to the safety of the child:~~ (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) 10 unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) 11 in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. State § 121A.58.

Neither physical abuse nor neglect includes a nonmaltreatment mistake.

“Nonmaltreatment mistake” means: (1) at the time of the incident, the individual was performing duties identified in the center’s child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

- I. “Report” means any communication received by the local welfare agency, police 414-4 department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.
- J. “School personnel” means professional employee or a professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement or child care services.
- K. “Sexual abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Sub. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse.
- L. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the building principal or appropriate administrator and the local welfare agency, police department or county sheriff, tribal social services, or tribal police department. or agency responsible for assisting or investigating maltreatment. The reporter will include his or her name and address in the report.

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- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff or local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred and may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, including possible termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The reckless making of a false report may also result in employee discipline.

## **V. INVESTIGATION**

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The interview may take place outside the presence of a school official. The investigating agency, not the

school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, and/or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school district, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

## **VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE**

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

## **VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE**

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, duties relating to the reporting and investigation of such harassment or violence may be applicable.

## **VIII. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall appear in school personnel handbooks.
- B. The school district shall have a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
~~Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)~~  
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166 subd. 1b(a-b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, subd. 4, clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. § 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. § 609.02, subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
Minn. Stat. § 626.556 *et.seq.* (Reporting of Maltreatment of Minors)  
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

**Cross References:** WBLASB Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)



**Email Form**

**Confidential Student Maltreatment Reporting Form**

| <i>Minnesota Department of Education staff use only</i>  |            |              |   |
|--|------------|--------------|---|
| Intake Person  | MDE File # | Investigator | Date Assigned   |
| <input type="checkbox"/> No Maltreatment <input type="checkbox"/> No Jurisdiction <input type="checkbox"/> I & R <input type="checkbox"/> Other (Please explain) |            |              | Date Reporter Notified: _____                                 |
| PSN Date: _____ <input type="checkbox"/> Verbal <input type="checkbox"/> Written   |            |              | _____ Verbal<br>_____ Written (Attach written correspondence) |

Date Submitted: ISD#: \_\_\_\_\_ School District: \_\_\_\_\_  
 School Name: \_\_\_\_\_ Program Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Principal/Director: \_\_\_\_\_ Phone: \_\_\_\_\_ (Ext): \_\_\_\_\_  
 Transportation Information, if necessary: Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**REPORTER (name of person completing form) Reporter is confidential under Minnesota Statutes, section 626.556.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Mandated Reporter: Yes \_\_\_ No \_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ALLEGED VICTIM (Complete one reporting form for each alleged victim)**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Grade: \_\_\_\_\_ Gender: Male \_\_\_ Female \_\_\_  
 Special Education: Yes \_\_\_ No \_\_\_ Disability Description: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Parent/Guardian: \_\_\_\_\_ Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

**ALLEGED OFFENDER**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ DOB: \_\_\_\_\_ Gender: Male \_\_\_ Female \_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Ethnicity: \_\_\_\_\_ Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

**INCIDENT**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location (i.e. - bus, classroom): \_\_\_\_\_  
 Address (if different than school): \_\_\_\_\_ County: \_\_\_\_\_  
**Alleged Maltreatment:** Physical Abuse \_\_\_ Sexual Abuse \_\_\_ Neglect \_\_\_ Unknown \_\_\_ **Injury:** Yes \_\_\_ No \_\_\_ Unknown \_\_\_

Description of Incident and Injury: (please attach additional page if needed).

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Witness Contact Information: \_\_\_\_\_

Police Notified: Yes \_\_\_ No \_\_\_      Police Department: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Case No.: \_\_\_\_\_

Minnesota Department of Education  
Student Maltreatment Program  
1500 Highway 36 West, Roseville, MN 55113-4266  
651-582-8546 Fax: 651-797-1601  
Email: [mde.student-maltreatment@state.mn.us](mailto:mde.student-maltreatment@state.mn.us)

May 2013

# **E. OPERATIONAL ITEMS**

AGENDA ITEM: **Approval of Fiscal Year 2017 Preliminary Budget**  
MEETING DATE: **June 13, 2016**  
SUGGESTED DISPOSITION: **Operational Item**  
CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Assistant Superintendent for Finance & Operations**

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**BACKGROUND:**

Attached please find the District's Fiscal Year 2017 Preliminary Budget that will be presented for approval at the June 13, 2016 School Board meeting. The budget was discussed at the May 23, 2016 work-study meeting; the figures remain unchanged from this previous discussion. The following is a summary of the preliminary budget:

|   | Beginning<br>Fund Balance | Revenues and<br>Other Sources | Expenditures | Ending<br>Fund Balance |
|---|---------------------------|-------------------------------|--------------|------------------------|
| General Fund (01, 03, 05)                           | 16,322,373                | 101,726,595                   | 101,683,402  | 16,365,566             |
| Food Service Fund (02)                              | 318,756                   | 4,434,266                     | 4,425,682    | 327,340                |
| Community Service Fund (04)                         | 1,489,063                 | 5,342,008                     | 5,342,008    | 1,489,063              |
| Debt Service (07)                                   | 1,421,500                 | 4,815,800                     | 5,059,666    | 1,177,634              |
| Other Post Employment Benefits<br>Debt Service (47) | 874,017                   | 6,171,522                     | 5,887,663    | 1,157,876              |

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**RECOMMENDATION:**

Suggested Action: Move to approve the fiscal year 2017 Preliminary Budget as presented.

**White Bear Lake Area Schools**  
**Preliminary FY17 and Projected FY18, FY19 & FY20 Budgets**  
**General, Nutritional Services, and Community Services Funds--Revenues and Expenditures Summary**

|  | Actual<br>2014 | Actual<br>2015 | Revised<br>2016 | Preliminary<br>2017 | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 |
|--|----------------|----------------|-----------------|---------------------|-------------------|-------------------|-------------------|
| <b>1 General Fund</b>                                    |                |                |                 |                     |                   |                   |                   |
| <b>2 Revenue</b>   |                |                |                 |                     |                   |                   |                   |
| <b>3 Local sources</b>                                   |                |                |                 |                     |                   |                   |                   |
| 4 Property taxes   | \$ 12,956,296  | \$ 23,587,670  | \$ 23,772,000   | \$ 23,656,597       | \$ 23,893,163     | \$ 24,132,095     | \$ 24,373,416     |
| 5 Investment earnings                                    | 20,131         | 49,506         | 50,000          | 76,000              | 80,000            | 85,000            | 90,000            |
| 6 Other  | 1,601,805      | 1,309,465      | 3,291,845       | 1,660,682           | 1,700,000         | 1,700,000         | 1,700,000         |
| 7 State sources  | 63,533,412     | 55,952,733     | 60,118,609      | 61,022,425          | 61,937,761        | 63,021,672        | 63,966,997        |
| 8 Special Education                                      | 9,066,468      | 10,437,669     | 11,055,000      | 11,276,100          | 11,501,622        | 11,731,654        | 11,966,288        |
| 9 Federal sources  | 2,844,272      | 2,725,971      | 2,698,078       | 2,784,791           | 2,784,791         | 2,784,791         | 2,784,790         |
| 10 Total revenue   | 90,022,384     | 94,063,014     | 100,985,532     | 100,476,595         | 101,897,337       | 103,455,212       | 104,881,491       |
| <b>11 Expenditures</b>                                   |                |                |                 |                     |                   |                   |                   |
| <b>12 Current</b>  |                |                |                 |                     |                   |                   |                   |
| 14 Administration  | 4,360,452      | 4,368,076      | 4,602,104       | 4,762,993           | 4,855,889         | 4,951,280         | 5,048,735         |
| 15 District support services                             | 1,642,913      | 1,662,845      | 1,880,134       | 1,932,873           | 1,961,331         | 1,990,401         | 2,020,101         |
| 16 Elementary and secondary regular instruction          | 41,901,372     | 41,958,720     | 45,843,632      | 46,303,343          | 47,061,976        | 47,977,055        | 48,911,824        |
| 17 Vocational education instruction                      | 827,110        | 951,749        | 1,004,140       | 959,050             | 1,026,156         | 1,038,832         | 1,051,775         |
| 18 Special education instruction                         | 18,603,528     | 18,802,623     | 19,872,893      | 20,345,243          | 20,678,783        | 21,073,694        | 21,477,178        |
| 19 Instructional support services                        | 5,682,729      | 7,784,273      | 7,665,794       | 7,280,347           | 7,481,809         | 7,604,260         | 7,721,068         |
| 20 Pupil support services                                | 2,867,753      | 3,891,907      | 4,161,823       | 4,255,797           | 4,349,933         | 4,435,584         | 4,523,070         |
| 21 Transportation  | 4,937,462      | 4,987,958      | 5,400,052       | 5,506,304           | 5,610,615         | 5,676,197         | 5,791,938         |
| 22 Sites and buildings                                   | 16,559,644     | 9,129,257      | 9,406,084       | 8,946,492           | 9,039,024         | 8,632,529         | 8,727,772         |
| 23 Fiscal and other fixed cost programs                  | 383,556        | 181,837        | 200,000         | 320,000             | 320,000           | 320,000           | 320,000           |
| 24 Debt service  |                |                |                 |                     |                   |                   |                   |
| 25 Principal   | 293,817        | 499,918        | 734,130         | 664,080             | 690,180           | 717,120           | 745,270           |
| 26 Interest and fiscal charges                           | 142,506        | 483,178        | 435,090         | 406,880             | 381,000           | 353,840           | 325,780           |
| 27 Total expenditures                                    | 98,202,842     | 94,702,341     | 101,205,876     | 101,683,402         | 103,456,696       | 104,770,792       | 106,664,511       |
| 28 Excess (deficiency) of revenue over expenditures      | (8,180,458)    | (639,327)      | (220,344)       | (1,206,807)         | (1,559,359)       | (1,315,580)       | (1,783,020)       |
| <b>29 Other financing sources (uses)</b>                 |                |                |                 |                     |                   |                   |                   |
| 36 District Reserves                                     |                |                |                 |                     |                   |                   |                   |
| 37 Assigned for Secondary Facilities                     |                |                | 1,000,000       | 500,000             | 500,000           | -                 | -                 |
| 38 Assigned for Construction & Capital Improvements      |                |                | 197,595         | 250,000             | 250,000           | 250,000           | 250,000           |
| 39 Assigned for Carryovers                               |                |                | 500,000         | 250,000             | 125,000           | 125,000           | 125,000           |
| 40 Assigned for Strategic Priorities                     |                |                | 250,000         | 250,000             | 50,000            | 50,000            | 50,000            |
| 41 Capital lease issued                                  | 8,000,000      |                |                 |                     |                   |                   |                   |
| 44 Proceeds from sale of assets                          | 630            | 13,129         |                 |                     |                   |                   |                   |
| 45 Prior Period Adjustment                               | 10,405,920     |                |                 |                     |                   |                   |                   |
| 46 Transfer to Community Service Fund                    | (388,000)      | (250,000)      | (75,000)        | -                   | -                 | -                 | -                 |
| 47 Total other financing sources (uses)                  | 18,018,550     | (236,871)      | 1,872,595       | 1,250,000           | 925,000           | 425,000           | 425,000           |
| 48 Net change in fund balances                           | 9,838,092      | (876,198)      | 1,652,251       | 43,193              | (634,359)         | (890,580)         | (1,358,020)       |
| <b>51 Fund balances</b>                                  |                |                |                 |                     |                   |                   |                   |
| 52 Beginning of year                                     | 18,529,448     | 28,367,540     | 27,491,342      | 29,143,593          | 29,186,786        | 28,552,428        | 27,661,848        |
| 53 Ending Fund Balance (Assigned and Unassigned)         | \$ 28,367,540  | \$ 27,491,342  | \$ 29,143,593   | \$ 29,186,786       | \$ 28,552,428     | \$ 27,661,848     | \$ 26,303,828     |
| 54 Ending Fund Balance (Unassigned)                      | \$ 12,888,284  | \$ 14,670,122  | \$ 16,322,373   | \$ 16,365,566       | \$ 15,731,207     | \$ 14,840,628     | \$ 13,482,608     |
| 55 Ending Fund Balance (Unassigned as % of expenditures) | 13.1%          | 15.5%          | 16.1%           | 16.1%               | 15.2%             | 14.2%             | 12.6%             |
| <b>58 Nutritional Services</b>                           |                |                |                 |                     |                   |                   |                   |
| 59 Revenues  | 4,204,291      | 4,208,560      | 4,424,632       | 4,434,266           | 4,479,619         | 4,524,415         | 4,569,659         |
| 60 Expenditures  | 4,205,461      | 4,245,505      | 4,339,028       | 4,425,682           | 4,553,176         | 4,684,239         | 4,817,924         |
| 61 Excess (deficiency) of revenue over expenditures      | (1,170)        | (36,945)       | 85,604          | 8,584               | (73,557)          | (159,824)         | (248,265)         |
| 62 Ending Fund Balance                                   | 270,097        | 233,152        | 318,756         | 327,340             | 253,783           | 93,959            | (154,306)         |
| 63 Ending Fund Balance (as % of expenditures)            | 6.4%           | 5.5%           | 7.3%            | 7.4%                | 5.6%              | 2.0%              | -3.2%             |
| <b>66 Community Services</b>                             |                |                |                 |                     |                   |                   |                   |
| 67 Revenues  | 4,621,755      | 4,772,075      | 4,921,313       | 5,342,008           | 5,448,848         | 5,557,825         | 5,668,982         |
| 68 General Fund Transfer                                 | 388,000        | 250,000        | 75,000          | -                   | -                 | -                 | -                 |
| 69 Expenditures  | 4,445,004      | 4,515,800      | 4,885,215       | 5,342,008           | 5,448,848         | 5,557,825         | 5,668,982         |
| 70 Excess (deficiency) of revenue over expenditures      | 564,751        | 506,275        | 111,098         | -                   | -                 | -                 | -                 |
| 71 Ending Fund Balance                                   | \$ 871,690     | \$ 1,377,965   | \$ 1,489,063    | \$ 1,489,063        | \$ 1,489,063      | \$ 1,489,063      | \$ 1,489,063      |
| 72 Ending Fund Balance (as % of expenditures)            | 19.6%          | 30.5%          | 30.5%           | 27.9%               | 27.3%             | 26.8%             | 26.3%             |

**DRAFT--FOR DISCUSSION PURPOSES**

**White Bear Lake Area Schools**  
**Preliminary FY17 and Projected FY18, FY19 & FY20 Budgets**  
**General Fund--Detailed Revenues and Expenditures**

|   | Actual<br>2014 | Actual<br>2015 | Revised<br>2016 | Preliminary<br>2017 | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 |
|---|----------------|----------------|-----------------|---------------------|-------------------|-------------------|-------------------|
| 1 Revenue   |                |                |                 |                     |                   |                   |                   |
| 2 Local sources                                       |                |                |                 |                     |                   |                   |                   |
| 3 Property taxes                                      | \$ 12,956,296  | \$ 23,587,670  | \$ 23,772,000   | \$ 23,656,597       | \$ 23,893,163     | \$ 24,132,095     | \$ 24,373,416     |
| 4 Investment earnings                                 | 20,131         | 49,506         | 50,000          | 76,000              | 80,000            | 85,000            | 90,000            |
| 5 Other   | 1,601,805      | 1,309,465      | 3,291,845       | 1,660,682           | 1,700,000         | 1,700,000         | 1,700,000         |
| 6 State sources                                       | 63,533,412     | 55,952,733     | 60,118,609      | 61,022,425          | 61,937,761        | 63,021,672        | 63,966,997        |
| 7 Special Education                                   | 9,066,468      | 10,437,669     | 11,055,000      | 11,276,100          | 11,501,622        | 11,731,654        | 11,966,288        |
| 8 Federal sources                                     | 2,844,272      | 2,725,971      | 2,698,078       | 2,784,791           | 2,784,791         | 2,784,791         | 2,784,790         |
| 9 Total revenue                                       | 90,022,384     | 94,063,014     | 100,985,532     | 100,476,595         | 101,897,337       | 103,455,212       | 104,881,491       |
| 10  |                |                |                 |                     |                   |                   |                   |
| 11 Expenditures                                       |                |                |                 |                     |                   |                   |                   |
| 12 Current  |                |                |                 |                     |                   |                   |                   |
| 13 Administration                                     |                |                |                 |                     |                   |                   |                   |
| 14 Salaries   | 3,098,410      | 3,082,025      | 3,168,159       | 3,231,522           | 3,296,155         | 3,362,076         | 3,429,320         |
| 15 Employee benefits                                  | 1,001,674      | 1,014,640      | 1,124,797       | 1,150,159           | 1,178,922         | 1,208,392         | 1,238,603         |
| 16 Purchased services                                 | 175,651        | 178,745        | 200,438         | 271,278             | 270,778           | 270,778           | 270,778           |
| 17 Supplies and materials                             | 28,676         | 35,654         | 42,500          | 42,500              | 42,500            | 42,500            | 42,500            |
| 18 Other expenditures                                 | 56,041         | 57,012         | 66,210          | 67,534              | 67,534            | 67,534            | 67,534            |
| 19 Total administration                               | 4,360,452      | 4,368,076      | 4,602,104       | 4,762,993           | 4,855,889         | 4,951,280         | 5,048,735         |
| 20  |                |                |                 |                     |                   |                   |                   |
| 21 District support services                          |                |                |                 |                     |                   |                   |                   |
| 22 Salaries   | 795,562        | 821,313        | 882,686         | 956,340             | 975,467           | 994,976           | 1,014,875         |
| 23 Employee benefits                                  | 289,785        | 294,012        | 339,550         | 373,138             | 382,469           | 392,030           | 401,831           |
| 24 Purchased services                                 | 466,211        | 489,417        | 571,068         | 491,068             | 491,068           | 491,068           | 491,068           |
| 25 Supplies and materials                             | 59,936         | 45,423         | 62,000          | 87,000              | 87,000            | 87,000            | 87,000            |
| 26 Capital expenditures                               | 5,250          | -              | -               | -                   | -                 | -                 | -                 |
| 27 Other expenditures                                 | 26,169         | 12,680         | 24,830          | 25,327              | 25,327            | 25,327            | 25,327            |
| 28 Total district support services                    | 1,642,913      | 1,662,845      | 1,880,134       | 1,932,873           | 1,961,331         | 1,990,401         | 2,020,101         |
| 29  |                |                |                 |                     |                   |                   |                   |
| 30 Elementary and secondary regular instruction       |                |                |                 |                     |                   |                   |                   |
| 31 Salaries   | 28,505,825     | 29,354,377     | 30,765,429      | 31,872,211          | 32,418,378        | 33,051,690        | 33,697,663        |
| 32 Employee benefits                                  | 9,880,518      | 10,232,305     | 10,909,045      | 11,217,720          | 11,495,611        | 11,777,378        | 12,066,174        |
| 33 Purchased services                                 | 2,235,811      | 1,172,408      | 1,332,734       | 1,269,952           | 1,271,952         | 1,271,952         | 1,271,952         |
| 34 Supplies and materials                             | 1,087,560      | 834,607        | 1,760,246       | 1,527,085           | 1,459,838         | 1,459,838         | 1,459,838         |
| 35 Capital expenditures                               | 171,693        | 188,815        | 510,681         | 231,178             | 231,000           | 231,000           | 231,000           |
| 36 Other expenditures                                 | 19,965         | 176,208        | 565,497         | 185,197             | 185,197           | 185,197           | 185,197           |
| 37 Total elementary and secondary regular instruction | 41,901,372     | 41,958,720     | 45,843,632      | 46,303,343          | 47,061,976        | 47,977,055        | 48,911,824        |
| 38  |                |                |                 |                     |                   |                   |                   |
| 39 Vocational education instruction                   |                |                |                 |                     |                   |                   |                   |
| 40 Salaries   | 326,692        | 367,893        | 392,669         | 408,701             | 420,872           | 429,289           | 437,873           |
| 41 Employee benefits                                  | 136,542        | 151,726        | 161,925         | 165,271             | 170,206           | 174,465           | 178,824           |
| 42 Purchased services                                 | 340,954        | 393,557        | 409,900         | 359,900             | 409,900           | 409,900           | 409,900           |
| 43 Supplies and materials                             | 22,922         | 38,573         | 39,646          | 25,178              | 25,178            | 25,178            | 25,178            |
| 44 Capital expenditures                               | -              | -              | -               | -                   | -                 | -                 | -                 |
| 45 Other expenditures                                 | -              | -              | -               | -                   | -                 | -                 | -                 |
| 46 Total vocational education instruction             | 827,110        | 951,749        | 1,004,140       | 959,050             | 1,026,156         | 1,038,832         | 1,051,775         |
| 47  |                |                |                 |                     |                   |                   |                   |
| 48 Special education instruction                      |                |                |                 |                     |                   |                   |                   |
| 49 Salaries   | 12,518,354     | 12,948,975     | 13,530,404      | 13,858,678          | 14,118,361        | 14,382,239        | 14,651,403        |
| 50 Employee benefits                                  | 5,156,238      | 5,126,142      | 5,601,742       | 5,752,966           | 5,881,043         | 6,012,076         | 6,146,396         |
| 51 Purchased services                                 | 641,929        | 491,506        | 509,969         | 503,029             | 448,809           | 448,809           | 448,809           |
| 52 Supplies and materials                             | 203,240        | 176,980        | 165,278         | 159,500             | 159,500           | 159,500           | 159,500           |
| 53 Capital expenditures                               | 81,677         | 28,020         | 35,000          | 40,000              | 40,000            | 40,000            | 40,000            |
| 54 Other expenditures                                 | 2,090          | 31,000         | 30,500          | 31,070              | 31,070            | 31,070            | 31,070            |
| 55 Total special education instruction                | 18,603,528     | 18,802,623     | 19,872,893      | 20,345,243          | 20,678,783        | 21,073,694        | 21,477,178        |
| 56  |                |                |                 |                     |                   |                   |                   |
| 57 Instructional support services                     |                |                |                 |                     |                   |                   |                   |
| 58 Salaries   | 3,381,605      | 3,738,896      | 3,833,872       | 3,969,949           | 4,057,094         | 4,138,237         | 4,221,003         |
| 59 Employee benefits                                  | 1,126,055      | 1,271,418      | 1,393,310       | 1,450,892           | 1,488,454         | 1,525,662         | 1,563,804         |
| 60 Purchased services                                 | 246,372        | 255,599        | 398,540         | 319,740             | 398,540           | 398,540           | 398,540           |
| 61 Supplies and materials                             | 64,922         | 65,697         | 82,452          | 69,697              | 69,697            | 73,797            | 69,697            |
| 62 Capital expenditures                               | 863,585        | 2,452,663      | 1,437,420       | 939,464             | 937,420           | 937,420           | 937,420           |
| 63 Other expenditures                                 | 190            | -              | 520,200         | 530,604             | 530,604           | 530,604           | 530,604           |
| 64 Total instructional support services               | 5,682,729      | 7,784,273      | 7,665,794       | 7,280,347           | 7,481,809         | 7,604,260         | 7,721,068         |
| 65  |                |                |                 |                     |                   |                   |                   |
| 66 Pupil support services                             |                |                |                 |                     |                   |                   |                   |
| 67 Salaries   | 2,048,982      | 2,572,490      | 2,817,482       | 2,821,356           | 2,936,253         | 2,994,982         | 3,054,882         |
| 68 Employee benefits                                  | 801,332        | 957,646        | 1,026,093       | 1,052,467           | 1,076,153         | 1,103,075         | 1,130,661         |
| 69 Purchased services                                 | -              | 77,348         | 198,406         | 242,853             | 198,406           | 198,406           | 198,406           |
| 70 Supplies and materials                             | 17,439         | 40,013         | 40,167          | 29,610              | 29,610            | 29,610            | 29,610            |
| 71 Capital expenditures                               | -              | -              | -               | -                   | -                 | -                 | -                 |
| 72  |                |                |                 |                     |                   |                   |                   |

**DRAFT--FOR DISCUSSION PURPOSES**

|  | Actual<br>2014 | Actual<br>2015 | Revised<br>2016 | Preliminary<br>2017 | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 |
|--|----------------|----------------|-----------------|---------------------|-------------------|-------------------|-------------------|
| 75 Other expenditures                    | –              | 244,410        | 79,675          | 109,511             | 109,511           | 109,511           | 109,511           |
| 76 Total pupil support services          | 2,867,753      | 3,891,907      | 4,161,823       | 4,255,797           | 4,349,933         | 4,435,584         | 4,523,070         |
| 77                                       |                |                |                 |                     |                   |                   |                   |
| 78 Transportation                        |                |                |                 |                     |                   |                   |                   |
| 79 Salaries                              | 1,192,175      | 1,198,716      | 1,547,750       | 1,578,705           | 1,610,280         | 1,642,486         | 1,675,336         |
| 80 Employee benefits                     | 345,160        | 342,090        | 415,951         | 424,271             | 432,757           | 443,576           | 454,666           |
| 81 Purchased services                    | 2,747,879      | 3,048,663      | 2,615,351       | 2,871,908           | 2,925,734         | 2,937,658         | 2,996,410         |
| 82 Supplies and materials                | 651,845        | 398,489        | 510,000         | 520,200             | 530,604           | 541,216           | 552,040           |
| 83 Capital expenditures                  | 403            | –              | 310,000         | 110,200             | 110,200           | 110,200           | 112,404           |
| 84 Other expenditures                    | –              | –              | 1,000           | 1,020               | 1,040             | 1,061             | 1,082             |
| 85 Total transportation                  | 4,937,462      | 4,987,958      | 5,400,052       | 5,506,304           | 5,610,615         | 5,676,197         | 5,791,938         |
| 86                                       |                |                |                 |                     |                   |                   |                   |
| 87 Sites and buildings                   |                |                |                 |                     |                   |                   |                   |
| 88 Salaries                              | 2,941,905      | 2,921,098      | 2,961,230       | 3,020,452           | 3,081,833         | 3,143,472         | 3,206,339         |
| 89 Employee benefits                     | 1,078,001      | 1,101,109      | 1,199,775       | 1,237,728           | 1,268,879         | 1,300,605         | 1,333,121         |
| 90 Purchased services                    | 2,955,188      | 2,881,480      | 2,978,984       | 2,869,544           | 2,869,544         | 2,869,544         | 2,869,544         |
| 91 Supplies and materials                | 824,198        | 941,062        | 929,900         | 929,900             | 929,900           | 929,900           | 929,900           |
| 92 Capital expenditures                  | 8,758,167      | 1,273,510      | 1,322,795       | 875,200             | 875,200           | 375,340           | 375,200           |
| 93 Other expenditures                    | 2,185          | 10,998         | 13,400          | 13,668              | 13,668            | 13,668            | 13,668            |
| 94 Total sites and buildings             | 16,559,644     | 9,129,257      | 9,406,084       | 8,946,492           | 9,039,024         | 8,632,529         | 8,727,772         |
| 95                                       |                |                |                 |                     |                   |                   |                   |
| 96 Fiscal and other fixed cost programs  |                |                |                 |                     |                   |                   |                   |
| 97 Purchased services                    | 383,556        | 181,837        | 200,000         | 320,000             | 320,000           | 320,000           | 320,000           |
| 98                                       |                |                |                 |                     |                   |                   |                   |
| 99 Debt service                          |                |                |                 |                     |                   |                   |                   |
| 100 Principal                            | 293,817        | 499,918        | 734,130         | 664,080             | 690,180           | 717,120           | 745,270           |
| 101 Interest and fiscal charges          | 142,506        | 483,178        | 435,090         | 406,880             | 381,000           | 353,840           | 325,780           |
| 102 Total debt service                   | 436,323        | 983,096        | 1,169,220       | 1,070,960           | 1,071,180         | 1,070,960         | 1,071,050         |
| 103                                      |                |                |                 |                     |                   |                   |                   |
| 104 Total expenditures                   | 98,202,842     | 94,702,341     | 101,205,876     | 101,683,402         | 103,456,696       | 104,770,792       | 106,664,511       |
| 105                                      |                |                |                 |                     |                   |                   |                   |
| 106 Excess (deficiency) of revenue over  |                |                |                 |                     |                   |                   |                   |
| 107 expenditures                         | (8,180,458)    | (639,327)      | (220,344)       | (1,206,807)         | (1,559,359)       | (1,315,580)       | (1,783,020)       |
| 108                                      |                |                |                 |                     |                   | 1,477,259         | 1,009,819         |
| 109 Other financing sources (uses)       |                |                |                 |                     |                   |                   |                   |
| 110 District Reserves                    |                |                |                 |                     |                   |                   |                   |
| 111 Assigned for Secondary Facilities    |                |                | 1,000,000       | 500,000             | 500,000           |                   |                   |
| 112 Assigned for Construction            |                |                | 197,595         | 250,000             | 250,000           | 250,000           | 250,000           |
| 113 Assigned for Carryovers              |                |                | 500,000         | 250,000             | 125,000           | 125,000           | 125,000           |
| 114 Assigned for Strategic Priorities    |                |                | 250,000         | 250,000             | 50,000            | 50,000            | 50,000            |
| 115 Capital lease issued                 | 8,000,000      |                |                 |                     |                   |                   |                   |
| 119 Proceeds from sale of assets         | 630            | 13,129         |                 |                     |                   |                   |                   |
| 120 Transfers (out)                      | (388,000)      | (250,000)      | (75,000)        | –                   | –                 | –                 | –                 |
| 121 Total other financing sources (uses) | 7,612,630      | (236,871)      | 1,872,595       | 1,250,000           | 925,000           | 425,000           | 425,000           |
| 122                                      |                |                |                 |                     |                   |                   |                   |
| 123 Net change in fund balances          | (567,828)      | (876,198)      | 1,652,251       | 43,193              | (634,359)         | (890,580)         | (1,358,020)       |
| 124                                      |                |                |                 |                     |                   |                   |                   |
| 125 Fund balances                        |                |                |                 |                     |                   |                   |                   |
| 126 Beginning of year                    | 18,529,448     | 28,367,540     | 27,491,342      | 29,143,593          | 29,186,787        | 28,552,428        | 27,661,848        |
| 127 Prior period adjustment              | 10,405,920     |                |                 |                     |                   |                   |                   |
| 128 End of year                          | \$ 28,367,540  | \$ 27,491,342  | \$ 29,143,593   | \$ 29,186,787       | \$ 28,552,428     | \$ 27,661,848     | \$ 26,303,828     |

DRAFT--FOR DISCUSSION PURPOSES

**White Bear Lake Area Schools**  
**Preliminary FY17 and Projected FY18, FY19 & FY20 Budgets**  
**Nutritional Services Fund--Detailed Revenues and Expenditures**

|  | Actual<br>2014 | Actual<br>2015 | Revised<br>2016 | Preliminary<br>2017 | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 |
|--|----------------|----------------|-----------------|---------------------|-------------------|-------------------|-------------------|
| 1 Revenue                              |                |                |                 |                     |                   |                   |                   |
| 2 Local sources                        |                |                |                 |                     |                   |                   |                   |
| 3 Investment earnings                  | 99             | 65             | 100             | 100                 | 100               | 100               | 100               |
| 4 Other - primarily meal sales         | 2,389,877      | 2,270,735      | 2,548,650       | 2,405,675           | 2,430,743         | 2,455,050         | 2,479,602         |
| 5 State sources                        | 150,656        | 203,990        | 156,000         | 265,835             | 268,493           | 271,179           | 273,891           |
| 6 Federal sources                      | 1,663,659      | 1,733,770      | 1,719,882       | 1,762,656           | 1,780,283         | 1,798,085         | 1,816,066         |
| 7 Total revenue                        | 4,204,291      | 4,208,560      | 4,424,632       | 4,434,266           | 4,479,619         | 4,524,415         | 4,569,659         |
| 8                                      |                |                |                 |                     |                   |                   |                   |
| 9 Expenditures                         |                |                |                 |                     |                   |                   |                   |
| 10 Current                             |                |                |                 |                     |                   |                   |                   |
| 11 Salaries                            | 1,305,797      | 1,333,924      | 1,497,822       | 1,545,689           | 1,576,603         | 1,608,135         | 1,640,298         |
| 12 Employee benefits                   | 369,666        | 378,813        | 446,825         | 444,337             | 453,224           | 462,288           | 471,534           |
| 13 Purchased services                  | 440,787        | 424,737        | 325,361         | 358,975             | 366,155           | 373,478           | 380,947           |
| 14 Supplies and materials              | 2,009,007      | 2,046,457      | 1,940,157       | 1,988,281           | 2,028,047         | 2,068,608         | 2,109,980         |
| 15 Other expenditures                  | 4,138          | 9,297          | 7,137           | 77,300              | 78,846            | 80,423            | 82,031            |
| 16 Capital Outlay                      | 76,066         | 52,277         | 121,726         | 11,100              | 50,302            | 91,308            | 133,134           |
| 17 Total expenditures                  | 4,205,461      | 4,245,505      | 4,339,028       | 4,425,682           | 4,553,176         | 4,684,239         | 4,817,924         |
| 18                                     |                |                |                 |                     |                   |                   |                   |
| 19 Excess (deficiency) of revenue over |                |                |                 |                     |                   |                   |                   |
| 20 expenditures                        | (1,170)        | (36,945)       | 85,604          | 8,584               | (73,557)          | (159,824)         | (248,265)         |
| 21                                     |                |                |                 |                     |                   |                   |                   |
| 22 Fund balances                       |                |                |                 |                     |                   |                   |                   |
| 23 Beginning of year                   | 271,267        | 270,097        | 233,152         | 318,756             | 327,340           | 253,783           | 93,959            |
| 24                                     |                |                |                 |                     |                   |                   |                   |
| 25 End of year                         | \$ 270,097     | \$ 233,152     | \$ 318,756      | \$ 327,340          | \$ 253,783        | \$ 93,959         | \$ (154,306)      |

**DRAFT--FOR DISCUSSION PURPOSES**

**White Bear Lake Area Schools**  
**Preliminary FY17 and Projected FY18, FY19 & FY20 Budgets**  
**Community Services Fund--Detailed Revenues and Expenditures**

|  | Actual<br>2014 | Actual<br>2015 | Revised<br>2016 | Preliminary<br>2017 | Projected<br>2018 | Projected<br>2019 | Projected<br>2020 |
|--|----------------|----------------|-----------------|---------------------|-------------------|-------------------|-------------------|
| 1 Revenue  |                |                |                 |                     |                   |                   |                   |
| 2 Local sources  |                |                |                 |                     |                   |                   |                   |
| 3 Property Taxes                                       | 559,095        | 1,080,555      | 1,050,963       | 999,957             | 1,019,956         | 1,040,355         | 1,061,162         |
| 4 Investment earnings                                  | 74             | 275            | —               | 500                 | 510               | 520               | 531               |
| 5 Other - primarily tuition and fees                   | 3,124,923      | 3,194,068      | 3,340,800       | 3,787,352           | 3,863,099         | 3,940,361         | 4,019,168         |
| 6 State sources  | 937,663        | 497,177        | 529,550         | 554,199             | 565,283           | 576,589           | 588,120           |
| 7 Total revenue  | 4,621,755      | 4,772,075      | 4,921,313       | 5,342,008           | 5,448,848         | 5,557,825         | 5,668,982         |
| 8  |                |                |                 |                     |                   |                   |                   |
| 9 Expenditures   |                |                |                 |                     |                   |                   |                   |
| 10 Current   |                |                |                 |                     |                   |                   |                   |
| 11 Salaries  | 2,637,645      | 2,689,589      | 2,892,750       | 3,233,702           | 3,298,376         | 3,364,344         | 3,431,630         |
| 12 Employee benefits                                   | 760,455        | 749,090        | 841,412         | 995,636             | 1,015,549         | 1,035,860         | 1,056,577         |
| 13 Purchased services                                  | 699,876        | 759,371        | 803,604         | 822,820             | 839,276           | 856,062           | 873,183           |
| 14 Supplies and materials                              | 313,938        | 295,339        | 314,089         | 259,200             | 264,384           | 269,672           | 275,065           |
| 15 Other expenditures                                  | 6,603          | 6,103          | 14,860          | 6,650               | 6,783             | 6,919             | 7,057             |
| 16 Capital Outlay                                      | 26,487         | 16,308         | 18,500          | 24,000              | 24,480            | 24,970            | 25,469            |
| 17 Total expenditures                                  | 4,445,004      | 4,515,800      | 4,885,215       | 5,342,008           | 5,448,848         | 5,557,825         | 5,668,981         |
| 18   |                |                |                 |                     |                   |                   |                   |
| 19 Other financing sources (uses)                      |                |                |                 |                     |                   |                   |                   |
| 20 Transfers In  | 388,000        | 250,000        | 75,000          | —                   | —                 | —                 | —                 |
| 21   |                |                |                 |                     |                   |                   |                   |
| 22 Excess (deficiency) of revenue over<br>expenditures | 564,751        | 506,275        | 111,098         | —                   | —                 | —                 | —                 |
| 23   |                |                |                 |                     |                   |                   |                   |
| 24   |                |                |                 |                     |                   |                   |                   |
| 25 Fund balances                                       |                |                |                 |                     |                   |                   |                   |
| 26 Beginning of year                                   | 306,939        | 871,690        | 1,377,965       | 1,489,063           | 1,489,063         | 1,489,063         | 1,489,063         |
| 27   |                |                |                 |                     |                   |                   |                   |
| 28 End of year   | \$ 871,690     | \$ 1,377,965   | \$ 1,489,063    | \$ 1,489,063        | \$ 1,489,063      | \$ 1,489,063      | \$ 1,489,063      |

**DRAFT--FOR DISCUSSION PURPOSES**

AGENDA ITEM: **Approval of Property and Casualty Insurance**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Wayne A. Kazmierczak, Assistant Superintendent of Finance and Operations**

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**BACKGROUND:**

Prior to 2014-2015 school year, the School Board approved the District's membership in the Minnesota Insurance Scholastic Trust (MIST), a cooperative venture allowing member districts to utilize a risk sharing and cooperative purchasing structure to purchase property and casualty insurance. The group has grown from 7 members in 2013 to its current level of 19 school districts. Nick Lano and David Howard from Arthur J. Gallagher Risk Management Services, Inc., the administrator of MIST, will be in attendance to answer questions related to the District's insurance program.

The District's expiring premium for property and casualty insurance is \$315,286. The proposed renewal rate is \$314,951, a decrease of 1.59% compared to the existing premium. Please see the attached documents for an executive summary of the 2016-2017 renewal as well as a breakdown of the costs of the program.

**RECOMMENDATION:**

**Suggested Action:** Move to approve the property and casualty insurance package with the Minnesota Insurance Scholastic Trust (MIST) in the amount of \$314,951 effective July 1, 2016 through June 30, 2017.

# Minnesota Insurance Scholastic Trust (MIST)

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## Executive Summary

The Arthur J. Gallagher Risk Management Services, Inc. administration team is proud to present the July 1, 2016 to July 1, 2017 Property Casualty renewal proposal for the Minnesota Insurance Scholastic Trust (MIST). As MIST enters its fourth year of service to Minnesota school districts, we would like to thank each of you for allowing our team to be of service to your district. We truly value the partnership with each of the MIST members and look to continue the success of the MIST program far into the future.

Our renewal marketing results are reflective of the pools current loss experience and soft insurance market. We look to finish the year strong and head into our fourth year with an even more competitive program.

As we discussed at our mid-year board meeting, the insurance marketplace is overall a soft marketplace.

The primary and excess property market is showing significant rate reductions and increased coverage for clean risks. There also is additional capacity that is widely available if needed. Weather related losses continue to drive the loss experience for MIST.

Both primary and excess Casualty/General Liability carriers are also in a softening market. That being said, many are still reviewing their books of business as school districts in states around the country are experiencing issues related to security/law enforcement, sexual abuse, and concussions. Specifically in Minnesota, there have been recent court cases that have tested Minnesota Public Entity Tort Immunity provisions. Specifically, a recent court case has decided that if insurance limits that are greater than the tort immunity loss caps are purchased, regardless of if those limits are specified to only be available for federal and out of state claims through endorsement on the same policy, those limits are accessible to a claimant.

AJG has responded by offering 2 options for this year's liability renewal structure. The first option is for a continued limit structure of \$2M per occurrence, \$4M aggregate, with an excess liability limit of \$2M per occurrence/aggregate. The second option is for a primary liability limit of \$425k per person (\$1,425,000 per occurrence), \$2,850,000 aggregate per member XS of a \$75K pool SIR with an excess liability limit of \$4M per occurrence/aggregate. The second excess liability option would be an aggregate for Federal and Out of State Claims only, through a separate policy. The MIST Board has recommended maintaining the current structure for 2016-17.

Some lines however, are continuing to show signs of rate increases due to underwriting losses within those lines. One area that continues to see rate increases and deductible increases is School Board Legal Liability coverage. Carriers are continuing to see losses across the country that involves alleged Employment Practice violations, EEOC hearings, and IEP hearings. All of these losses are causing the limited School Board Legal Liability marketplace to raise rates and reduce coverage terms and limits.

The bullet points below and on the following page will summarize the 2016-2017 Property Casualty renewal for MIST.

### Property Casualty Renewal Summary:

- During the 2016-2017 renewal process we continued to make enhancements to the online (RMIS) renewal application process and ease the burden of renewal forms to the MIST members.

### Package Policy

- Reduced renewal rates
- Non-Monetary claims limit increased to \$250,000 per Occurrence/\$500,000 aggregate per member from \$100,000 per occurrence/aggregate
- Increased loss control grant for MIST of \$5,000 FROM \$3,500
- Replacement Cost coverage added for all buses that are 7 years or newer – values must be scheduled from 5 years or less.
- SBLL and Employment Practices deductibles reduce to \$10,000 for all members for all claim types from varying deductibles by member on expiring
- Business Income deductible removed from Properties located in Flood Zone A
- Added TRIA Coverage
- Policy will continue to be endorsed with the MN Tort Liability Cap.

# Minnesota Insurance Scholastic Trust (MIST)

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## Excess Property

- Reduced renewal rate
- Increased various sublimits including Extra Expense & Ordinance/Law
- Vehicle and Mobile Equipment sublimits enhanced from "As per schedule on file with carrier" to "In any one occurrence" which allows for greater coverage limits in the event of a catastrophic loss
- Coverage on buses 7 years old or newer – values must be scheduled
- Added TRIA

## Boiler & Machinery

- Reduced renewal rate
- Coverage available for Wind Turbines – Carrier must be notified and we must provide additional information. Coverage for Wind Turbines will be subject to separate deductibles based on the specifics of the equipment.
- Added TRIA
- No major coverage changes

## Excess Liability

- Other markets provided competitive options as well
- Added TRIA
- Policy will continue to be endorsed with the MN Tort Liability Corp.
- No major coverage changes

## Cyber Liability

- Flat renewal rate
- No major coverage changes

## Pollution Liability

- Reduced renewal rate
- Added TRIA
- No major coverage changes

As you can see above, the MIST program is performing well and achieving increased coverage for flat or reduced renewal rates on almost all lines of the program. As we approach the end of our third successful year of the MIST program, we would like to remind our members that MIST will continue to gain momentum, respect, and new members in the coming years. As our team continues to promote the program as the premier alternative to conventional insurance, we will continue to provide a program to the school districts of Minnesota that allows each member to truly control their own destiny.

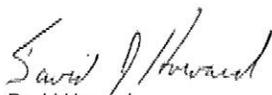
We are extremely proud of our service team that is dedicated to the MIST membership. Our teams are not generalists in the insurance industry; we are niche specialists in the K-12 Scholastic arena. We not only have our local MIST team, but also have our national scholastic team throughout the United States that we can utilize to help bring the best programs available to our MIST members.

We again would like to thank each of you for your cooperation during the 2016-2017 renewal. We value each of you and look forward to being of service to you and your staff. We thank you for your cooperation and support.

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.



Tyler LaMantia  
Area Vice President



David Howard  
Area Executive Vice President



Nick Lano  
Producer



**PROPERTY/CASUALTY**  
Effective July 1, 2016 to July 1, 2017

**District: White Bear Lake Area Schools ISD#624**

| Fixed Costs   | 2015-2016<br>Expiring Costs | 2016-2017<br>Renewal Costs |
|---|-----------------------------|----------------------------|
| Package (includes Property, General Liability, Auto Liability & Physical Damage, Crime, Excess Liability) [*] | [-3.64%] \$71,862           | [-1.15%] \$68,450.08       |
| Excess Property   | \$65,328.00                 | \$62,487.00                |
| Boiler & Machinery  | \$10,510.00                 | \$10,603.00                |
| Excess Liability  | \$5,020.00                  | \$8,397.00                 |
| Cyber Liability   | \$17,071.00                 | \$16,884.32                |
| Pollution Liability   | \$8,080.00                  | \$8,244.80                 |
| Arthur J. Gallagher Risk Management Services Fee  | \$27,248.00                 | \$28,610.00                |
| Gallagher Bassett Services Claims Administration Fee  | \$7,306.00                  | \$7,729.00                 |
| Gallagher Bassett Services Loss Control Fee   | \$1,000.00                  | \$1,000.00                 |
| Operations Cost   | \$5,573.00                  | \$7,785.00                 |
| <b>Total Fixed Costs</b>  | <b>\$218,998.00</b>         | <b>\$220,190.20</b>        |
| <b>Percent of Change</b>  |                             | <b>0.54%</b>               |
|   |                             |                            |
| Variable Costs  | 2015-2016<br>Expiring Costs | 2016-2017<br>Renewal Costs |
| Loss Fund – Package [*]   | [8.58%] \$96,288.00         | [4.16%] \$94,761.00        |
| Loss Fund % of Change   |                             | -1.59%                     |
| <b>Total Program Contribution on a Maximum Cost Basis</b>   | <b>\$315,286.00</b>         | <b>\$314,951.20</b>        |
| <b>Total Percent of Change</b>  |                             | <b>-0.11%</b>              |
| <b>Total Program Costs 2016-2017</b>  |                             | <b>\$314,951.20</b>        |

| Statistical Information                                | 2015-2016 Expiring | 2016-2017 Renewal | % of Change |
|--|--------------------|-------------------|-------------|
| Total Insurable Values (includes Auto Physical Damage) | \$384,281,706      | \$390,542,993     | 1.63%       |
| Students   | 8,660              | 8,700             | 0.46%       |
| All Vehicles   | 88                 | 88                | 0.00%       |

**[\*] Please note, the actuarial debit/credit system for the 2016/2017 renewal is based on 2015/2016 individual member annual contribution. This system is based on 4 years of incurred losses by member as well as 2016/2017 exposures by member.**

AGENDA ITEM: **Workers Compensation Insurance for 2016-2017**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Assistant Superintendent for Finance & Operations**

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**BACKGROUND:**

A renewal quote for 2016-2017 was received from the District's existing workers compensation provider, Risk Administration Services, Inc. (RAS). The renewal premium for 2016-2017 is \$702,760, an increase of 1.55% compared to the current year's premium of \$691,998. Nick Lano and David Howard from Arthur J. Gallagher Risk Management Services, Inc. will be in attendance to provide a brief overview of the District's workers compensation insurance renewal and to answer questions.

**RECOMMENDATION:**

Suggested Action: Move to accept the quote of \$702,760 from Risk Administration Services, Inc. (RAS) for workers compensation insurance effective July 1, 2016 through June 30, 2017.

AGENDA ITEM: **Action on Student Transportation Services Agreement with Twin Cities Transportation, Inc.**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Assistant Superintendent for Finance & Operations**

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**BACKGROUND:**

Attached please find an agreement between White Bear Lake Area Schools and Twin City Transportation, Inc. for Type III student transportation services. The term of this agreement is from August 1, 2016 through July 31, 2018 with the option to extend for up to two additional years. Mr. Tom Watson from Watson Consulting and Mr. Mike Turitto, the District's Transportation Coordinator, will be in attendance at the June 13, 2016 School Board meeting to assist in presenting this recommendation and address School Board member questions.

Currently, daily District bus/van routes number 92 with approximately 500 separate runs each day. Of the 92 routes, the District operates 29; for 2016-2017 this will increase to a minimum of 37. For regular buses, First Student will cover 25 routes in 2016-2017 compared to 33 contracted routes in the 2015-2016 school year. This difference of eight routes will be covered with District vehicles and employees. The District will continue to utilize its existing special transportation vehicles and vans (a total of 21 routes) in 2016-2017. Other points worth noting include:

- The rates for 2016-2017 are designated as a rate per live minute (\$1.60) with a \$72 minimum route charge. These rates are unchanged from the 2015-2016 school year.
- Year two of the agreement calls for no rate increase.
- The rates are in line with other metro area school districts.

**Recommended Action:** Move to approve the agreement with Twin City Transportation, Inc. for Type III student transportation services for two years commencing August 1, 2016 and ending July 31, 2018, with an option to extend for an additional two years, consistent with Minnesota Statutes 2015, Section 123B.52, Subds. 1 and 3.

## STUDENT TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 13th day of June 2016, by and between **Independent School District 624, White Bear Lake Area Schools**, Ramsey County, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, Minnesota, hereinafter called "District" and **Twin City Transportation, Inc.**, with its local office at 1408 Northland Drive, Suite 101; Mendota Heights, Minnesota 55120, hereinafter called "Contractor."

### WITNESSETH

WHEREAS, White Bear Lake Area Schools desires bus services to transport certain of its students served by District during the school year.

WHEREAS, Contractor agrees to operate a student transportation and school bus service within and about the geographical boundaries of District.

WHEREAS, pursuant to Minnesota Statute 2015, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, District and Contractor agree as follows:

#### 1. **TERM**

The term of this AGREEMENT shall commence August 1, 2016 and shall continue through July 31, 2018 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the "SPECIFICATION"). For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

The SPECIFICATION is hereby incorporated into this AGREEMENT, as EXHIBIT B, as if fully set out therein, except for those provisions modified or amended in this AGREEMENT.

##### a. **Extension of Term**

This AGREEMENT may be extended at the mutual written agreement of the Parties for an additional two one (1) year periods upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by January 31, 2018 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

#### 2. **SCOPE OF SERVICES REQUIRED**

Contractor shall, during the term of this AGREEMENT, provide student transportation services to certain students identified by District and attending a District public school, a non-public or charter school located within the geographical boundary of the District, and provide such number of school buses and personnel as are required to fulfill District's needs for student transportation services as described in the SPECIFICATION.

- a. The Contractor may be requested to provide certain services during the term of this AGREEMENT. If, however, the Contractor does not accept the service request within a reasonable time after being notified by the District of the opportunity to provide such service, the District may, at its sole discretion, make arrangements with other service providers to complete the services.
- b. Nothing in this AGREEMENT shall limit District's rights or responsibilities or prohibit District from exercising such rights and responsibilities outlined in the SPECIFICATION or state law relative to student transportation services.

**3. COMPENSATION AND BILLING**

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates for services set forth in SPECIFICATION and EXHIBIT A hereto, which may be adjusted from time to time as provided herein.

- a. Inclement Weather/School Closings. In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, District shall notify Contractor not later than 6:00 a.m. on the day of such cancellation or delay or not later than one (1) hour before early dismissal or the cancellation of Supplemental Transportation.

**4. FUEL PRICE ADJUSTMENT PROVISION**

The District understands that the prices for fuel used in providing student transportation services have been changing and have become a significant operating cost in recent years. The Parties hereby agree there will be no fuel price adjustment, and the Contractor will be reasonable for purchasing all fuel required to provide services under this AGREEMENT, and as provided in the SPECIFICATION SECTION 3.4. Except for Sections 3.4.1. and 3.4.2. that are not included in this AGREEMENT, all other provisions in SECTION 3.4. of the SPECIFICATION will remain in effect.

**5. REQUIRED SERVICES, EQUIPMENT AND PERSONNEL**

- a. Services. ARTICLE 7 of the SPECIFICATION

Contractor agrees to comply with the provisions of this ARTICLE, including the following:

- i. Insurance Coverage; SECTION 7.4. Contractor must provide the above referenced insurance with the following minimum limits:

|   |                                   |
|---|-----------------------------------|
| Bodily injury insurance                 | \$1,000,000 combined single limit |
| Comprehensive property damage insurance | \$1,000,000 combined single limit |
| Excess Liability (Umbrella) insurance   | \$2,000,000                       |
| Workers' compensation insurance         | per Minnesota Statutes and laws   |

- b. Equipment. ARTICLE 8 of the SPECIFICATION

In the event that District or any governmental agency imposes additional equipment requirements other than those set forth in this AGREEMENT on Contractor's vehicles during the term of this AGREEMENT which are specific requirements for the operation of this contract or immediate installation is required for continuing operation of the vehicles, Contractor and District shall negotiate in good faith concerning price increases applicable to such equipment installation.

- c. Personnel. ARTICLE 9 of the SPECIFICATION

Contractor agrees to comply with the provisions of this ARTICLE 9, including employing at a minimum personnel for the full-time positions to fulfill the responsibilities required by SECTION 9.1. and 9.1.1. of the SPECIFICATION.

**6. ANNUAL SERVICE PLAN**

SECTION 7.1: Service Provider Annual Service Plan

Service Provider shall provide the District on or before the 15<sup>th</sup> day of August preceding each Contract Year with a "service plan for student transportation services", which requires the approval of the District. Service Provider shall work with District's Superintendent of Schools or his/her designee in planning services and otherwise performing the Contract. The "service plan" must include at a minimum the following:

- a. route or routes including bus route numbering, route maps, and route times.
- b. list of drivers, both primary and substitutes, and the assigned routes and buses for the primary drivers
- c. list of students assigned to each bus and route, together with grade levels
- d. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, and mileage.
- e. staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.

- f. compliance with SECTIONS 8 and 9 of this SPECIFICATION.
- g. compliance with District performance criteria as outlined in SECTION 8 of this AGREEMENT and SECTION 4.2 of this SPECIFICATION.
- h. insurance information required as specified in SECTION 7.3 of this SPECIFICATION.
- i. operating policies and procedures of the Contractor related to their fulfilling the terms of the AGREEMENT.
- j. provision of services to students living within the areas not eligible for regular bus services as outlined in SECTION 4.4 of this SPECIFICATION.
- k. provision for regular reporting wherein the Contractor will submit to the District a report on performance on a mutually agreed frequency, using an agreed reporting approach/method.

The District requires that the Contractor(s) to maintain the Annual Service Plan on a “current basis” during the term of the Agreement and all extensions hereto.

**7. PERFORMANCE SECURITY**

The District will implement SECTION 5.5. of the SPECIFICATION during the term of this AGREEMENT. The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires performance security/surety in the form of contract security or other for the performance of this AGREEMENT.

The District implement this SECTION at this time by withholding five (5) percent of each month’s billings during the first year of this Agreement. Said withholding will be paid the Contractor with the last payment of the first year of the Term, or sooner at the discretion of the District, after the successful completion of the terms and performance requirements of this AGREEMENT.

The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires surety in the form of contract security or other for the performance of this AGREEMENT. The District reserves the right, at its sole discretion and Contractor cost liability, at any time during the initial term or extension of this AGREEMENT, to require Contractor to provide performance security in the form of a bond or irrevocable letter of credit equal to 100% of the estimated annual services then remaining to be performed under this AGREEMENT.

**8. LIQUIDATED DAMAGES FOR NON-COMPLIANCE**

In the event of non-compliance with the terms of this AGREEMENT and items in Section 8, which includes the SPECIFICATION and related District policies and procedures included herein, the following liquidated damages shall apply:

- a. One-half (1/2) the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Running a route without the required equipment as required by this AGREEMENT.
  - ii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to bad weather, or an Act of God, and without notification of the District within the ten (10) minutes.
  - iii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to uncontrollable vehicle breakdown without a replacement bus/vehicle with thirty (30) minutes as provided in SECTION 8.7 of the SPECIFICATION and with notification of the District within the ten (10) minutes.
  - iv. Transporting persons other than those assigned, without the prior approval of the District.
  - v. Failure to have a driver fully prepared to complete the assigned bus services prior to the school year or commencing a trip.
- b. The normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Failure to correct within three (3) calendar days a problem or complete an agreed change in a route, service or schedule.
  - ii. Running a route without an aide, if an aide is required by the District.

- iii. Conduct of a Contractor's employee, including disrespectful behavior toward parents and District administrators and staff that is not fully satisfactory to the District after being put on notice on three (3) prior occasions during each school year.
- iv. Failure of the Contractor to satisfy the Performance Standards in the SPECIFICATION after being put on notice on three (3) prior occasions during each school year.
- c. Twice the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following :
  - i. Allowing a driver to drive a route without the appropriate driver's license.
  - ii. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or District rules, regulations, laws or procedures.
  - iii. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
  - iv. Running a route with a vehicle that does not have a current inspection sticker.

The normal daily rate for purposes of this section shall be the rate per bus or per day identified in the EXHIBIT A of this AGREEMENT during the term of this AGREEMENT.

District must inform the Contractor within seven (7) days of a listed violation and its intent to assess liquidated damages for such violation. Failure to notify the Contractor shall relieve the Contractor of its obligation to pay liquidated damages for the alleged violation.

The provisions of this Section shall not replace the provision for performance security as outlined in Section 5.5 of the SPECIFICATION and Section 7 of this AGREEMENT.

## **10. OTHER PROVISIONS**

Contractor agrees to comply with the following:

### **a. Governing Law**

This AGREEMENT shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this AGREEMENT to the "State" shall mean the State of Minnesota.

### **b. Data Privacy**

Contractor agrees and understands that certain student information and data will be provided to the Contractor as required to provide the services required in this AGREEMENT. Contractor further agrees that the Contractor and its employees will fully comply with the provisions of Minnesota Statute Chapter 13, also known as "Minnesota Government Data Practices Act", and in particular the following section as it applies to contracts for services with units of government:

Subd. 6. Contracts. Except as provided in section 13.46, subdivision 5, in any contract between a governmental unit subject to this chapter and any person, when the contract requires that data on individuals be made available to the contracting parties by the governmental unit, that data shall be administered consistent with this chapter. A contracting party shall maintain the data on individuals which it received according to the statutory provisions applicable to the data.

### **c. Force Majeure**

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this AGREEMENT. For the reasons identified, the District shall also have the right to terminate this AGREEMENT or assume responsibility for providing the services required under this AGREEMENT. The District shall also have the right to operate the buses provided by the Contractor under this AGREEMENT and employ such employees as the District deems appropriate and necessary to provide the regular services and operations contemplated by this AGREEMENT.

Under the latter circumstance above, District shall pay the Contractor for the use of such buses used by the District consistent with the rates and provisions in this AGREEMENT that applied to the Contractor and the District minus all expenses and costs incurred by the District as reasonably necessary to secure the services of drivers and other hourly employees to provide the services. The

District deduction of reasonable expenses and costs shall not exceed the difference between the total compensation paid the Contractor for such buses less the Contractor's fixed costs of operation for this AGREEMENT. If the District agrees to use and operate the Contractor's buses, the District will provide the Contractor with a lease agreement, along with insurance and compliance matters, consistent with that required of the Contractor under this AGREEMENT.

**d. Indemnity**

The Contractor agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, providing transportation of assigned students. Notwithstanding the foregoing, Contractor will not indemnify and save the District harmless from any claims arising out of or in connection with the negligent acts or willful misconduct of the District.”

**e. Assignment**

The services contemplated under this AGREEMENT are deemed to be in the nature of personal services. The Contractor, without the prior written consent of the District, shall not assign this AGREEMENT. The Parties agree that assignment by Contractor of any sums due and owing Contractor under this AGREEMENT shall not constitute an assignment of the AGREEMENT.

**f. Subcontract**

The Contractor shall not subcontract any of the services required to be performed in this AGREEMENT, unless the Contractor has received the full prior written consent of District.

**g. Termination**

If either party shall violate any of the covenants or duties imposed upon it by this AGREEMENT, such violation shall entitle the other party to terminate this AGREEMENT. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this AGREEMENT shall be deemed terminated.

**h. Severability**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this AGREEMENT shall remain in full force and effect.

**i. Modification**

District and Contractor may modify the terms of this AGREEMENT in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties. All other terms and conditions will remain as described in this AGREEMENT.

**j. Survival**

The mutual obligations described in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

**k. District Crisis Management Policy**

The Contractor will be familiar and will comply with District crisis management policy and plans where applicable.

**l. Notices To Parties**

All notices to be given by the Parties to this AGREEMENT shall be in writing and served by depositing same in the United States Postal Service, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Wayne Kazmierczak, Ph.D.  
Asst Superintendent for Finance and Operations  
White Bear Lake Area Schools  
4855 Bloom Avenue  
White Bear Lake, MN 55110

Notices to Contractor shall be addressed to: Thomas Reis  
President  
Twin City Transportation, Inc.  
1408 Northland Drive, Suite 101  
Mendota Heights, MN 55120

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

**m. Entire Agreement**

This AGREEMENT sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 13th day of June 2016.

**White Bear Lake Area Schools**

**Twin City Transportation, Inc.**

By: \_\_\_\_\_  
Janet Newberg  
Chair, School Board

By: \_\_\_\_\_  
Thomas Reis, President

By: \_\_\_\_\_  
Ellen Fahey  
Clerk, School Board

DRAFT

**Independent School District 624, White Bear Lake Area Schools, Minnesota  
STUDENT TRANSPORTATION SERVICES**

**Twin City Transportation, Inc.  
EXHIBIT A -- PRICE AND RATE SCHEDULE**

**EXHIBIT A-2: SPECIAL NEEDS and SPECIAL SERVICES**

*Prices for each year of the term shall be submitted based on a maximum of 170 days of school operation.*

- 1. Special Education and Special Needs Services – In-District.** The cost for all AM and PM special education and special needs routes, including home-to-school transportation services shall be submitted for the days of school operation using one or more of the following unit costs.

| Van Size           | Lift?                    |    | Cost Per Route-Day; Multiple Run/Route | Cost Per Route-Day; Single Run/Route | Cost Per ½ Route-Day | Cost Per Hour |
|--------------------|--------------------------|----|--|--------------------------------------|----------------------|---------------|
|                    | Yes                      | No |  |                                      |                      |               |
| Type III Van       | Yes                      | No | XXXX                                   | XXXX                                 | XXXX                 | XXXX          |
| Bus Assistant/Aide |                          |    | \$48.00#                               | \$48.00#                             | \$48.00#             | \$24.00#      |
| Lift               |                          |    | \$0.00                                 | \$0.00                               | \$0.00               | XXXX          |
| Alternate:         |                          |    | Per “Live” Minute                      |                                      | Minimum per Route    |               |
| w/o wheelchair     |                          |    | \$1.60                                 |                                      | \$72.00              |               |
| w/ wheelchair      |                          |    | \$1.60                                 |                                      | \$72.00              |               |
| Management fee     | 3% fee on services costs |    |  |                                      |                      |               |

# two hour minimum; two hour maximum

- 2. Special Education and Special Needs Services – Out-of-District.** The cost for all AM and PM special education, special needs and students experiencing homelessness routes and services, including home-to-school transportation services provided out-of-district shall be submitted for the days of school operation using one of the following unit costs.

| Van Size           | Lift?                    |    | Cost Per Route-Day; Multiple Run/Route | Cost Per Route-Day; Single Run/Route | Cost Per ½ Route-Day | Cost Per Hour |
|--------------------|--------------------------|----|--|--------------------------------------|----------------------|---------------|
|                    | Yes                      | No |  |                                      |                      |               |
| Type III Van       | Yes                      | No | XXXX                                   | XXXX                                 | XXXX                 | XXXX          |
| Bus Assistant/Aide |                          |    | \$48.00#                               | \$48.00#                             | \$48.00#             | \$24.00#      |
| Lift               |                          |    | \$0.00                                 | \$0.00                               | \$0.00               | XXXX          |
| Alternate:         |                          |    | Per “Live” Minute                      |                                      | Minimum per Route    |               |
| w/o wheelchair     |                          |    | \$1.60                                 |                                      | \$72.00              |               |
| w/ wheelchair      |                          |    | \$1.60                                 |                                      | \$72.00              |               |
| Management fee     | 3% fee on services costs |    |  |                                      |                      |               |

# two hour minimum; two hour maximum

- 3. Midday Special Needs Transportation Services and Shuttles.** The cost for all midday SPED or other services for special needs students shuttle bus and van services, using one of the following unit costs.

| Van Size           | Lift?                    |    | Cost Per Route-Day; Multiple Run/Route | Cost Per Route-Day; Single Run/Route | Cost Per ½ Route-Day | Cost Per Hour |
|--------------------|--------------------------|----|--|--------------------------------------|----------------------|---------------|
|                    | Yes                      | No |  |                                      |                      |               |
| Type III Van       | Yes                      | No | XXXX                                   | XXXX                                 | XXXX                 | XXXX          |
| Bus Assistant/Aide |                          |    | \$48.00#                               | \$48.00#                             | \$48.00#             | \$24.00#      |
| Lift               |                          |    | \$0.00                                 | \$0.00                               | \$0.00               | XXXX          |
| Alternate:         |                          |    | Per “Live” Minute                      |                                      | Minimum per Route    |               |
| w/o wheelchair     |                          |    | \$1.60                                 |                                      | \$72.00              |               |
| w/ wheelchair      |                          |    | \$1.60                                 |                                      | \$72.00              |               |
| Management fee     | 3% fee on services costs |    |  |                                      |                      |               |

# two hour minimum; two hour maximum

**Independent School District 624, White Bear Lake Area Schools, Minnesota  
STUDENT TRANSPORTATION SERVICES**

**EXHIBIT A-3: OTHER SERVICES**

*Prices for each year of the term shall be submitted based on a maximum of 170 days of school operation.*

- 1. Midday, Vocational and Other Transportation Services and Shuttles.** The cost for midday shuttle bus and van services, vocational education and ALC services, and late activity services, not otherwise provided in the other categories in this EXHIBIT A, using one or more of the following unit costs.

| Van Size           | Lift?                    |    | Cost Per Route-Day; Multiple Run/Route | Cost Per Route-Day; Single Run/Route | Cost Per ½ Route-Day     | Cost Per Hour |
|--------------------|--------------------------|----|--|--------------------------------------|--------------------------|---------------|
|                    | Yes                      | No |  |                                      |                          |               |
| Type III Van       | Yes                      | No | XXXX                                   | XXXX                                 | XXXX                     | XXXX          |
| Bus Assistant/Aide |                          |    | \$48.00#                               | \$48.00#                             | \$48.00#                 | \$24.00#      |
| Lift               |                          |    | \$0.00                                 | \$0.00                               | \$0.00                   | XXXX          |
| <b>Alternate:</b>  |                          |    | <b>Per “Live” Minute</b>               |                                      | <b>Minimum per Route</b> |               |
| w/o wheelchair     |                          |    | \$1.60                                 |                                      | \$72.00                  |               |
| w/ wheelchair      |                          |    | \$1.60                                 |                                      | \$72.00                  |               |
| Management fee     | 3% fee on services costs |    |  |                                      |                          |               |

# two hour minimum; two hour maximum

- 2. Summer School Transportation Services.** The cost for all summer school regular or SPED bus and Type III van services, other than charters, using one or more of the following unit costs.

| Van Size           | Lift?                    |    | Cost Per Route-Day; Multiple Run/Route | Cost Per Route-Day; Single Run/Route | Cost Per ½ Route-Day     | Cost Per Hour |
|--------------------|--------------------------|----|--|--------------------------------------|--------------------------|---------------|
|                    | Yes                      | No |  |                                      |                          |               |
| Type III Van       | Yes                      | No | XXXX                                   | XXXX                                 | XXXX                     | XXXX          |
| Bus Assistant/Aide |                          |    | \$48.00#                               | \$48.00#                             | \$48.00#                 | \$24.00#      |
| Lift               |                          |    | \$0.00                                 | \$0.00                               | \$0.00                   | XXXX          |
| <b>Alternate:</b>  |                          |    | <b>Per “Live” Minute</b>               |                                      | <b>Minimum per Route</b> |               |
| w/o wheelchair     |                          |    | \$1.60                                 |                                      | \$72.00                  |               |
| w/ wheelchair      |                          |    | \$1.60                                 |                                      | \$72.00                  |               |
| Management fee     | 3% fee on services costs |    |  |                                      |                          |               |

# two hour minimum; two hour maximum

- 3.** Performance Security (Bond) Cost \$  tbd  per \$1,000 of projected annual cost (ref Sec 5.5)
- 4.** Excess Liability Insurance Cost \$  n/a  per \$1,000,000 of projected annual cost (ref Sec 7.3)
- 5.** Digital Cameras (ref. Sec 8.5) \$  0  per unit for each additional unit

**Independent School District 624, White Bear Lake Area Schools, Minnesota  
STUDENT TRANSPORTATION SERVICES**

**EXHIBIT A-4: CHARTERS: EXTRA-CURRICULAR AND ATHLETIC TRIPS; ACTIVITY AND FIELD TRIPS**

Prices for each year of the term shall be submitted based on a maximum of 170 days of school operation.

- 1. Charters: Extra-curricular and Athletic Trips; Activity and Field Trips.** Trip charge for extra-curricular and athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following.

|   | Cost Per Hour   | Cost Per Mile            | Cost Per 1/4 Hour Waiting | Minimum Cost Per Trip    |
|---|---|--------------------------|---------------------------|--------------------------|
| a. Trips within school district boundaries  |   |                          |                           |                          |
| i. Type III van   | XXX   | See alternate            |                           | XXX                      |
| b. Trips outside school district boundaries.  | <i>Round trips of 60 miles or less</i>                                |                          |                           |                          |
| i. Type III van   | XXX   | See alternate            |                           | XXX                      |
| c. Trips outside school district boundaries.  | <i>Round trips of more than 60 miles</i>                              |                          |                           |                          |
| i. Type III van   | XXX   | See alternate            |                           | XXX                      |
| d. Trailer  | XXXX  | XXXX                     | XXXX                      | XXXX                     |
| e. Overnight Trips outside the school district boundaries   | <i>Round trips of more than 60 miles; District approvals required</i> |                          |                           |                          |
| i. Driver labor cost on-duty at site  | XXXX  | XXXX                     | XXXX                      | XXXX                     |
| ii. Driver overnight expenses per day   | XXXX  | XXXX                     | XXXX                      | XXXX                     |
| f. Non-peak Rate Discount: non-peak (9:00AM to 2:00PM after 4:00PM) trip charge discount from rates above | 0%  |                          |                           |                          |
| <u>Alternate:</u>   |   | <u>Per "Live" Minute</u> |                           | <u>Minimum per Route</u> |
| w/o wheelchair  |   | \$1.60                   |                           | \$72.00                  |
| w/ wheelchair   |   | \$1.60                   |                           | \$72.00                  |
| Management fee  | 3% fee on services costs  |                          |                           |                          |



AGENDA ITEM: **Action on Student Transportation Services Agreement with Treasured Transportation, LLC**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Assistant Superintendent for Finance & Operations**

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**BACKGROUND:**

Attached please find an agreement between White Bear Lake Area Schools and Treasured Transportation, LLC for Type III student transportation services. The term of this agreement is from August 1, 2016 through July 31, 2018 with the option to extend for up to two additional years. Mr. Tom Watson from Watson Consulting and Mr. Mike Turitto, the District's Transportation Coordinator, will be in attendance at the June 13, 2016 School Board meeting to assist in presenting this recommendation and address School Board member questions.

Currently, daily District bus/van routes number 92 with approximately 500 separate runs each day. Of the 92 routes, the District operates 29; for 2016-2017 this will increase to a minimum of 37. For regular buses, First Student will cover 25 routes in 2016-2017 compared to 33 contracted routes in the 2015-2016 school year. This difference of eight routes will be covered with District vehicles and employees. The District will continue to utilize its existing special transportation vehicles and vans (a total of 21 routes) in 2016-2017. Other points worth noting include:

- The route cost for 2016-2017 is \$218, which is a decrease from the 2015-2016 school year rate of \$250.
- Year two of the agreement calls for 2% rate increase.
- The rates are in line with other metro area school districts.

**Suggested Resolution:** Move to approve the agreement with Treasured Transportation, LLC for Type III student transportation services for two years commencing August 1, 2016 and ending July 31, 2018, with an option to extend for an additional two years, consistent with Minnesota Statutes 2015, Section 123B.52, Subds. 1 and 3.

## STUDENT TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 13th day of June 2016, by and between **Independent School District 624, White Bear Lake Area Schools**, Ramsey County, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, Minnesota, hereinafter called "District" and **Treasured Transportation, LLC.**, with its local office at 7500 Hudson Blvd, Suite 307, Oakdale, Minnesota 55128, hereinafter called "Contractor."

### WITNESSETH

WHEREAS, White Bear Lake Area Schools desires bus services to transport certain of its students served by District during the school year.

WHEREAS, Contractor agrees to operate a student transportation and school bus service within and about the geographical boundaries of District.

WHEREAS, pursuant to Minnesota Statute 2015, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, District and Contractor agree as follows:

#### 1. TERM

The term of this AGREEMENT shall commence August 1, 2016 and shall continue through July 31, 2018 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the "SPECIFICATION"). For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

The SPECIFICATION is hereby incorporated into this AGREEMENT, as EXHIBIT B, as if fully set out therein, except for those provisions modified or amended in this AGREEMENT.

##### a. **Extension of Term**

This AGREEMENT may be extended at the mutual written agreement of the Parties for an additional two one (1) year periods upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by January 31, 2018 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

#### 2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this AGREEMENT, provide student transportation services to certain students identified by District and attending a District public school, a non-public or charter school located within the geographical boundary of the District, and provide such number of school buses and personnel as are required to fulfill District's needs for student transportation services as described in the SPECIFICATION.

- a. The Contractor may be requested to provide certain services during the term of this AGREEMENT. If, however, the Contractor does not accept the service request within a reasonable time after being notified by the District of the opportunity to provide such service, the District may, at its sole discretion, make arrangements with other service providers to complete the services.
- b. Nothing in this AGREEMENT shall limit District's rights or responsibilities or prohibit District from exercising such rights and responsibilities outlined in the SPECIFICATION or state law relative to student transportation services.

**3. COMPENSATION AND BILLING**

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates for services set forth in SPECIFICATION and EXHIBIT A hereto, which may be adjusted from time to time as provided herein.

- a. Inclement Weather/School Closings. In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, District shall notify Contractor not later than 6:00 a.m. on the day of such cancellation or delay or not later than one (1) hour before early dismissal or the cancellation of Supplemental Transportation.

**4. FUEL PRICE ADJUSTMENT PROVISION**

The District understands that the prices for fuel used in providing student transportation services have been changing and have become a significant operating cost in recent years. The Parties hereby agree there will be no fuel price adjustment, and the Contractor will be reasonable for purchasing all fuel required to provide services under this AGREEMENT, and as provided in the SPECIFICATION SECTION 3.4. Except for Sections 3.4.1. and 3.4.2. that are not included in this AGREEMENT, all other provisions in SECTION 3.4. of the SPECIFICATION will remain in effect.

**5. REQUIRED SERVICES, EQUIPMENT AND PERSONNEL**

- a. Services. ARTICLE 7 of the SPECIFICATION

Contractor agrees to comply with the provisions of this ARTICLE, including the following:

- i. Insurance Coverage; SECTION 7.4. Contractor must provide the above referenced insurance with the following minimum limits:

|   |                                   |
|---|-----------------------------------|
| Bodily injury insurance                 | \$1,000,000 combined single limit |
| Comprehensive property damage insurance | \$1,000,000 combined single limit |
| Excess Liability (Umbrella) insurance   | \$2,000,000                       |
| Workers' compensation insurance         | per Minnesota Statutes and laws   |

- b. Equipment. ARTICLE 8 of the SPECIFICATION

In the event that District or any governmental agency imposes additional equipment requirements other than those set forth in this AGREEMENT on Contractor's vehicles during the term of this AGREEMENT which are specific requirements for the operation of this contract or immediate installation is required for continuing operation of the vehicles, Contractor and District shall negotiate in good faith concerning price increases applicable to such equipment installation.

- c. Personnel. ARTICLE 9 of the SPECIFICATION

Contractor agrees to comply with the provisions of this ARTICLE 9, including employing at a minimum personnel for the full-time positions to fulfill the responsibilities required by SECTION 9.1. and 9.1.1. of the SPECIFICATION.

**6. ANNUAL SERVICE PLAN**

SECTION 7.1: Service Provider Annual Service Plan

Service Provider shall provide the District on or before the 15<sup>th</sup> day of August preceding each Contract Year with a "service plan for student transportation services", which requires the approval of the District. Service Provider shall work with District's Superintendent of Schools or his/her designee in planning services and otherwise performing the Contract. The "service plan" must include at a minimum the following:

- a. route or routes including bus route numbering, route maps, and route times.
- b. list of drivers, both primary and substitutes, and the assigned routes and buses for the primary drivers
- c. list of students assigned to each bus and route, together with grade levels
- d. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, and mileage.
- e. staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.

- f. compliance with SECTIONS 8 and 9 of this SPECIFICATION.
- g. compliance with District performance criteria as outlined in SECTION 8 of this AGREEMENT and SECTION 4.2 of this SPECIFICATION.
- h. insurance information required as specified in SECTION 7.3 of this SPECIFICATION.
- i. operating policies and procedures of the Contractor related to their fulfilling the terms of the AGREEMENT.
- j. provision of services to students living within the areas not eligible for regular bus services as outlined in SECTION 4.4 of this SPECIFICATION.
- k. provision for regular reporting wherein the Contractor will submit to the District a report on performance on a mutually agreed frequency, using an agreed reporting approach/method.

The District requires that the Contractor(s) to maintain the Annual Service Plan on a “current basis” during the term of the Agreement and all extensions hereto.

**7. PERFORMANCE SECURITY**

The District will implement SECTION 5.5. of the SPECIFICATION during the term of this AGREEMENT. The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires performance security/surety in the form of contract security or other for the performance of this AGREEMENT.

The District implement this SECTION at this time by withholding five (5) percent of each month’s billings during the first year of this Agreement. Said withholding will be paid the Contractor with the last payment of the first year of the Term, or sooner at the discretion of the District, after the successful completion of the terms and performance requirements of this AGREEMENT.

The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires surety in the form of contract security or other for the performance of this AGREEMENT. The District reserves the right, at its sole discretion and Contractor cost liability, at any time during the initial term or extension of this AGREEMENT, to require Contractor to provide performance security in the form of a bond or irrevocable letter of credit equal to 100% of the estimated annual services then remaining to be performed under this AGREEMENT.

**8. LIQUIDATED DAMAGES FOR NON-COMPLIANCE**

In the event of non-compliance with the terms of this AGREEMENT and items in Section 8, which includes the SPECIFICATION and related District policies and procedures included herein, the following liquidated damages shall apply:

- a. One-half (1/2) the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Running a route without the required equipment as required by this AGREEMENT.
  - ii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to bad weather, or an Act of God, and without notification of the District within the ten (10) minutes.
  - iii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to uncontrollable vehicle breakdown without a replacement bus/vehicle with twenty (20) minutes as provided in SECTION 8.7 of the SPECIFICATION and with notification of the District within the ten (10) minutes.
  - iv. Transporting persons other than those assigned, without the prior approval of the District.
  - v. Failure to have a driver fully prepared to complete the assigned bus services prior to the school year or commencing a trip.
- b. The normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
  - i. Failure to correct within three (3) calendar days a problem or complete an agreed change in a route, service or schedule.
  - ii. Running a route without an aide, if an aide is required by the District.

- iii. Conduct of a Contractor's employee, including disrespectful behavior toward parents and District administrators and staff that is not fully satisfactory to the District after being put on notice on three (3) prior occasions during each school year.
- iv. Failure of the Contractor to satisfy the Performance Standards in the SPECIFICATION after being put on notice on three (3) prior occasions during each school year.
- c. Twice the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following :
  - i. Allowing a driver to drive a route without the appropriate driver's license.
  - ii. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or District rules, regulations, laws or procedures.
  - iii. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
  - iv. Running a route with a vehicle that does not have a current inspection sticker.

The normal daily rate for purposes of this section shall be the rate per bus or per day identified in the EXHIBIT A of this AGREEMENT during the term of this AGREEMENT.

District must inform the Contractor within seven (7) days of a listed violation and its intent to assess liquidated damages for such violation. Failure to notify the Contractor shall relieve the Contractor of its obligation to pay liquidated damages for the alleged violation.

The provisions of this Section shall not replace the provision for performance security as outlined in Section 5.5 of the SPECIFICATION and Section 7 of this AGREEMENT.

## **10. OTHER PROVISIONS**

Contractor agrees to comply with the following:

### **a. Governing Law**

This AGREEMENT shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in this AGREEMENT to the "State" shall mean the State of Minnesota.

### **b. Data Privacy**

Contractor agrees and understands that certain student information and data will be provided to the Contractor as required to provide the services required in this AGREEMENT. Contractor further agrees that the Contractor and its employees will fully comply with the provisions of Minnesota Statute Chapter 13, also known as "Minnesota Government Data Practices Act", and in particular the following section as it applies to contracts for services with units of government:

Subd. 6. Contracts. Except as provided in section 13.46, subdivision 5, in any contract between a governmental unit subject to this chapter and any person, when the contract requires that data on individuals be made available to the contracting parties by the governmental unit, that data shall be administered consistent with this chapter. A contracting party shall maintain the data on individuals which it received according to the statutory provisions applicable to the data.

### **c. Force Majeure**

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, war, governmental action, labor dispute, including picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this AGREEMENT. For the reasons identified, the District shall also have the right to terminate this AGREEMENT or assume responsibility for providing the services required under this AGREEMENT. The District shall also have the right to operate the buses provided by the Contractor under this AGREEMENT and employ such employees as the District deems appropriate and necessary to provide the regular services and operations contemplated by this AGREEMENT.

Under the latter circumstance above, District shall pay the Contractor for the use of such buses used by the District consistent with the rates and provisions in this AGREEMENT that applied to the Contractor and the District minus all expenses and costs incurred by the District as reasonably necessary to secure the services of drivers and other hourly employees to provide the services. The

District deduction of reasonable expenses and costs shall not exceed the difference between the total compensation paid the Contractor for such buses less the Contractor's fixed costs of operation for this AGREEMENT. If the District agrees to use and operate the Contractor's buses, the District will provide the Contractor with a lease agreement, along with insurance and compliance matters, consistent with that required of the Contractor under this AGREEMENT.

**d. Indemnity**

The Contractor agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, providing transportation of assigned students. Notwithstanding the foregoing, Contractor will not indemnify and save the District harmless from any claims arising out of or in connection with the negligent acts or willful misconduct of the District.”

**e. Assignment**

The services contemplated under this AGREEMENT are deemed to be in the nature of personal services. The Contractor, without the prior written consent of the District, shall not assign this AGREEMENT. The Parties agree that assignment by Contractor of any sums due and owing Contractor under this AGREEMENT shall not constitute an assignment of the AGREEMENT.

**f. Subcontract**

The Contractor shall not subcontract any of the services required to be performed in this AGREEMENT, unless the Contractor has received the full prior written consent of District.

**g. Termination**

If either party shall violate any of the covenants or duties imposed upon it by this AGREEMENT, such violation shall entitle the other party to terminate this AGREEMENT. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this AGREEMENT shall be deemed terminated.

**h. Severability**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of this AGREEMENT shall remain in full force and effect.

**i. Modification**

District and Contractor may modify the terms of this AGREEMENT in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties. All other terms and conditions will remain as described in this AGREEMENT.

**j. Survival**

The mutual obligations described in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

**k. District Crisis Management Policy**

The Contractor will be familiar and will comply with District crisis management policy and plans where applicable.

**l. Notices To Parties**

All notices to be given by the Parties to this AGREEMENT shall be in writing and served by depositing same in the United States Postal Service, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Wayne Kazmierczak, Ph.D.  
Asst Superintendent for Finance and Operations  
White Bear Lake Area Schools  
4855 Bloom Avenue  
White Bear Lake, MN 55110

Notices to Contractor shall be addressed to: Ben Roby  
Owner  
Treasured Transportation, LLC  
7500 Hudson Blvd, Suite 307  
Oakdale, Minnesota 55128

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

**m. Entire Agreement**

This AGREEMENT sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 13th day of June 2016.

**White Bear Lake Area Schools**

**Treasured Transportation, LLC**

By: \_\_\_\_\_  
Janet Newberg  
Chair, School Board

By: \_\_\_\_\_  
Ben Roby, Owner

By: \_\_\_\_\_  
Ellen Fahey  
Clerk, School Board

DRAFT

**Independent School District 624, White Bear Lake Area Schools, Minnesota  
STUDENT TRANSPORTATION SERVICES**

**Treasured Transportation, LLC  
EXHIBIT A -- PRICE AND RATE SCHEDULE**

**EXHIBIT A-2: SPECIAL NEEDS and SPECIAL SERVICES**

Prices for each year of the term shall be submitted based on a maximum of 172 days of school operation.

- 1. Special Education and Special Needs Services – In-District.** The cost for all AM and PM special education and special needs routes, including home-to-school transportation services shall be submitted for the days of school operation using one or more of the following unit costs.

| Van Size           | Lift? |    | Cost Per Route-Day; Multiple Run/Route | Cost Per Route-Day; Single Run/Route | Cost Per ½ Route-Day | Cost Per Hour |
|--------------------|-------|----|--|--------------------------------------|----------------------|---------------|
|                    | Yes   | No |  |                                      |                      |               |
| Type III Van       | Yes   | No | \$218.00                               | \$176.00                             | \$154.00             | XXXX          |
| Bus Assistant/Aide |       |    | XXXX                                   | XXXX                                 | XXXX                 | \$20.00#      |
| Lift               |       |    | \$0.00                                 | \$0.00                               | \$0.00               | XXXX          |
| Alternate:         |       |    | Per Mile                               | Wait time/ ¼ hr                      | Add' Rider           | Base/Min      |
| w/o wheelchair     |       |    | \$2.85                                 | \$5.00                               | \$10.00              | \$15.00       |
| w/ wheelchair      |       |    | \$2.85                                 | \$5.00                               | \$10.00              | \$25.00       |

# one hour minimum; ¼ hour increments after first hour

- 2. Rates for Excess Mileage and Time – Special Education and Special Needs Services (Item 1 above):**  
\$ 10.00 per one-quarter (1/4) hour for time in excess of the route times, four (4) “live” hours per day or two (2) “live” hours per ½ day, whichever is greater, computed on an individual bus basis per day.

- 3. Special Education and Special Needs Services – Out-of-District.** The cost for all AM and PM special education, special needs and students experiencing homelessness routes and services, including home-to-school transportation services provided out-of-district shall be submitted for the days of school operation using one or more of the following unit costs.

| Van Size           | Lift? |    | Cost Per Route-Day; Multiple Run | Cost Per Route-Day; Single Run | Cost Per ½ Route-Day | Cost Per Hour |
|--------------------|-------|----|----------------------------------|--------------------------------|----------------------|---------------|
|                    | Yes   | No |                                  |                                |                      |               |
| Type III Van       | Yes   | No | \$218.00                         | \$176.00                       | \$154.00             | XXXX          |
| Bus Assistant/Aide |       |    | XXXX                             | XXXX                           | XXXX                 | \$20.00#      |
| Lift               |       |    | \$0.00                           | \$0.00                         | \$0.00               | XXXX          |
| Alternate:         |       |    | Per Mile##                       | Wait time/ ¼ hr                | Add' Rider           | Base/Min      |
| w/o wheelchair     |       |    | \$2.85                           | \$5.00                         | \$10.00              | \$15.00       |
| w/ wheelchair      |       |    | \$2.85                           | \$5.00                         | \$10.00              | \$25.00       |

# one hour minimum; ¼ hour increments after first hour

## per mile rate for “out-of-district” routes and services exceeding 80 miles “terminal to terminal”

- 4. Midday Special Needs Transportation Services and Shuttles.** The cost for all midday SPED or other services for special needs students shuttle bus and van services, using the following unit costs.

| Van Size           | Lift? |    | Cost Per Route-Day; Multiple Run | Cost Per Route-Day; Single Run | Cost Per ½ Route-Day | Cost Per Hour |
|--------------------|-------|----|----------------------------------|--------------------------------|----------------------|---------------|
|                    | Yes   | No |                                  |                                |                      |               |
| Type III Van       | Yes   | No | XXXX                             | XXXX                           | XXXX                 | \$50.00#      |
| Bus Assistant/Aide |       |    | XXXX                             | XXXX                           | XXXX                 | \$20.00#      |
| Lift               |       |    | \$0.00                           | \$0.00                         | \$0.00               | XXXX          |
| Alternate:         |       |    | Per Mile##                       | Wait time/ ¼ hr                | Add' Rider           | Base/Min      |
| w/o wheelchair     |       |    | \$2.85                           | \$5.00                         | \$10.00              | \$15.00       |
| w/ wheelchair      |       |    | \$2.85                           | \$5.00                         | \$10.00              | \$25.00       |

# one hour minimum; ¼ hour increments after first hour

## per mile rate for “out-of-district” routes and services exceeding 80 miles “terminal to terminal”

**Independent School District 624, White Bear Lake Area Schools, Minnesota  
STUDENT TRANSPORTATION SERVICES**

**EXHIBIT A-3: OTHER SERVICES**

*Prices for each year of the term shall be submitted based on a maximum of 172 days of school operation.*

- 1. Midday, Vocational and Other Transportation Services and Shuttles.** The cost for midday shuttle bus and van services, vocational education and ALC services, and late activity services, not otherwise provided in the other categories in this EXHIBIT A, using one or more of the following unit costs.

| Van Size           | Lift? |    | Cost Per Route-Day; Multiple Run/Route | Cost Per Route-Day; Single Run/Route | Cost Per ½ Route-Day | Cost Per Hour |
|--------------------|-------|----|--|--------------------------------------|----------------------|---------------|
|                    | Yes   | No |  |                                      |                      |               |
| Type III Van       | Yes   | No | XXXX                                   | XXXX                                 | XXXX                 | \$50.00#      |
| Bus Assistant/Aide |       |    | XXXX                                   | XXXX                                 | XXXX                 | \$20.00#      |

# one hour minimum; ¼ hour increments after first hour

- 2. Summer School Transportation Services.** The cost for all summer school regular or SPED bus and Type III van services, other than charters, using one or more of the following unit costs.

| Van Size           | Lift? |    | Cost Per Route-Day; Multiple Run/Route | Cost Per Route-Day; Single Run/Route | Cost Per ½ Route-Day | Cost Per Hour |
|--------------------|-------|----|--|--------------------------------------|----------------------|---------------|
|                    | Yes   | No |  |                                      |                      |               |
| Type III Van       | Yes   | No | \$190.00                               | \$152.00                             | \$133.00             | XXXX          |
| Bus Assistant/Aide |       |    | XXXX                                   | XXXX                                 | XXXX                 | \$20.00#      |
| Lift               |       |    | \$0.00                                 | \$0.00                               | \$0.00               | XXXX          |
| Alternate:         |       |    | Per Mile##                             | Wait time/ ¼ hr                      | Add' Rider           | Base/Min      |
| w/o wheelchair     |       |    | \$2.85                                 | \$5.00                               | \$10.00              | \$15.00       |
| w/ wheelchair      |       |    | \$2.85                                 | \$5.00                               | \$10.00              | \$25.00       |

# one hour minimum; ¼ hour increments after first hour

## per mile rate for “out-of-district” routes and services exceeding 80 miles “terminal to terminal”

- 3.** Performance Security (Bond) Cost \$  n/a  per \$1,000 of projected annual cost (ref Sec 5.5)
- 4.** Excess Liability Insurance Cost \$  n/a  per \$1,000,000 of projected annual cost (ref Sec 7.3)
- 5.** Digital Cameras (ref. Sec 8.5) \$  n/a  per unit for each additional unit

**Independent School District 624, White Bear Lake Area Schools, Minnesota  
STUDENT TRANSPORTATION SERVICES**

**EXHIBIT A-4: CHARTERS: EXTRA-CURRICULAR AND ATHLETIC TRIPS; ACTIVITY AND FIELD TRIPS**

*Prices for each year of the term shall be submitted based on a maximum of 172 days of school operation.*

- 1. Charters: Extra-curricular and Athletic Trips; Activity and Field Trips.** Trip charge for extra-curricular and athletic trips and school activity and field trips, along with waiting time at the destination, using one or more of the following.

|   | Cost Per Hour   | Cost Per Mile | Cost Per 1/4 Hour Waiting | Minimum Cost Per Trip |
|---|---|---------------|---------------------------|-----------------------|
| a. Trips within school district boundaries  |   |               |                           |                       |
| i. Type III van   | XXX   | \$2.85        | \$5.00                    | XXX                   |
| b. Trips outside school district boundaries.  | <i>Round trips of 60 miles or less</i>                                |               |                           |                       |
| i. Type III van   | XXX   | \$2.85        | \$5.00                    | XXX                   |
| c. Trips outside school district boundaries.  | <i>Round trips of more than 60 miles</i>                              |               |                           |                       |
| i. Type III van   | XXX   | \$2.85        | \$5.00                    | XXX                   |
| d. Trailer  | XXXX  | XXXX          | XXXX                      | \$60.00               |
| e. Overnight Trips outside the school district boundaries   | <i>Round trips of more than 60 miles; District approvals required</i> |               |                           |                       |
| i. Driver labor cost on-duty at site  | XXXX  | XXXX          | XXXX                      | XXXX                  |
| ii. Driver overnight expenses per day   | XXXX  | XXXX          | XXXX                      | XXXX                  |
| f. Non-peak Rate Discount: non-peak (9:00AM to 2:00PM after 4:00PM) trip charge discount from rates above | 0%  |               |                           |                       |

**EXHIBIT A-5: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

*Prices for each year of the term shall be submitted based on a maximum of 172 days of school operation.*

**SCHOOL YEAR 2017-18 [Year Ending July 31, 2018]**

The Service Provider will complete the services in this schedule for a percentage increase over the preceding year 2.00 % increase over 2016-17

**EXHIBIT A-6: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES**

*Prices for each year of the term shall be submitted based on a maximum of 172 days of school operation.*

The District, in its sole discretion, will reserve the option, consistent with applicable statutes, to extend the contract for a third or fourth year. The District is interested in receiving pricing information about the services for these optional years.

**SCHOOL YEAR 2018-19 [Year Ending July 31, 2019]**

Increase amount or basis for calculating an increase [Please select the appropriate item and provide the requested information]      % Increase        "real" increase in Basic Aid Formula not to exceed 2%

**SCHOOL YEAR 2019-20 [Year Ending July 31, 2020]**

Increase amount or basis for calculating an increase [Please select the appropriate item and provide the requested information]      % Increase        "real" increase in Basic Aid Formula not to exceed 2%

AGENDA ITEM: **Action on 2016-2017 Meal Prices**  
MEETING DATE: **June 13, 2016**  
SUGGESTED DISPOSITION: **Operational Item**  
CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Assistant Superintendent for Finance & Operations**

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**BACKGROUND:**

School districts use the United States Department of Agriculture's (USDA) Paid Lunch Equity Tool to determine a required weighted-average price for meals. The purpose behind this requirement of the Healthy, Hunger Free Kids Act (HHFKA) is to help ensure that sufficient funds are provided for meals served to students who are not eligible for free or reduced price meals. The HHFKA requires White Bear Lake to raise lunch prices for the 2016-2017 school year. White Bear Lake last increased meal prices in 2013 prior to the 2013-2014 school year.

At the May 23, 2016 School Board work study meeting, a discussion of the proposed 2016-2017 school year meal prices was held. The recommended prices are presented below:

| <b>MEAL</b>      | <b>2015-2016 PRICE</b> | <b>2016-2017 PRICE<br/>(PROPOSED)</b> | <b>INCREASE</b> |
|------------------|------------------------|---------------------------------------|-----------------|
| Breakfast        | \$1.65                 | \$1.70                                | \$0.05          |
| Adult breakfast  | \$1.85                 | \$1.90                                | \$0.05          |
| Elementary lunch | \$2.55                 | \$2.60                                | \$0.05          |
| Secondary lunch  | \$2.90                 | \$2.95                                | \$0.05          |
| Adult lunch      | \$3.90                 | \$4.00                                | \$0.10          |

The 2016-2017 Nutrition Services Fund budget was built using the proposed meal prices.

**RECOMMENDATION:**

Suggested Action: Move to approve the meal prices for the 2016-2017 school year as presented.

AGENDA ITEM: **Northeast Metropolitan Intermediate School District 916's Long Term Facility Maintenance Budget and Proportionate Share**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Assistant Superintendent for Finance & Operations**

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**BACKGROUND:**

Intermediate school districts became eligible for Long Term Facility Maintenance (LTFM) revenue beginning with the 2016-2017 school year. This revenue program replaces the Intermediate Health and Safety levy. The School Board of Northeast Metropolitan Intermediate School District 916 approved its LTFM budget on May 3, 2016, and each member district must also pass a resolution approving the budget in order for member districts to levy for these costs. The approved budget includes the 2016-2017 and 2017-2018 school years. In subsequent years, only one year will be included. Northeast Metropolitan Intermediate School District 916 delayed the levy for the 2016-2017 school year because its School Board was in the process of making significant facilities decisions, which included the decision to replace Capitol View Center.

Attached please find information related to Northeast Metro 916's LTFM budget. White Bear Lake Area Schools' proportionate share of project costs for fiscal years 2017 and 2018 is \$21,879.44. Also attached, please find a document titled *Resolution Approving Northeast Metropolitan Intermediate School District No. 916's Long Term Facility Maintenance Budget and Authorizing the Inclusion of a Proportionate Share of Those Projects in the District's Application for Long Term Facility Maintenance Revenue*.

**RECOMMENDATION:**

**Suggested Action:** Move to approve the *Resolution Approving Northeast Metropolitan Intermediate School District No. 916's Long Term Facility Maintenance Budget and Authorizing the Inclusion of a Proportionate Share of Those Projects in the District's Application for Long Term Facility Maintenance Revenue* as presented.

Northeast Metro 916  
 Long Term Facility Maintenance Levy Allocation  
 Combined 2016-2017 and 2017-2018

| ISD # | District                |
|-------|-------------------------|
| 12    | Centennial              |
| 13    | Columbia Heights        |
| 14    | Fridley                 |
| 831   | Forest Lake             |
| 832   | Mahtomedi               |
| 621   | Mounds View             |
| 622   | North St. Paul          |
| 623   | Roseville               |
| 833   | South Washington County |
| 16    | Spring Lake Park        |
| 282   | St. Anthony             |
| 15    | St. Francis             |
| 834   | Stillwater              |
| 624   | White Bear Lake         |

|  | Weighted Ave Alloc. |
|--|---------------------|
|  | \$ 14,845.29        |
|  | \$ 15,685.09        |
|  | \$ 8,087.81         |
|  | \$ 12,752.79        |
|  | \$ 10,309.25        |
|  | \$ 24,304.41        |
|  | \$ 51,002.53        |
|  | \$ 20,687.21        |
|  | \$ 43,352.94        |
|  | \$ 22,074.28        |
|  | \$ 3,265.12         |
|  | \$ 7,094.37         |
|  | \$ 20,094.48        |
|  | \$ 21,879.44        |

\$ 275,435.00

Replaces the former health and safety tax levy.  
 Two years combined due to Capitol View Center facility planning in the fall of 2015  
 Allocation based on 50% utilization and 50% tax capacity

EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT #624  
(White Bear Lake)  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a \_\_\_\_\_ meeting of School Board of Independent School District No. 624, State of Minnesota, was held on \_\_\_\_\_, 2016, at \_\_\_\_\_-o'clock \_\_.m., for the purpose, in part, of approving the Northeast Metropolitan Intermediate School District No. 916's long term facility maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long term facility maintenance projects in the district's application for long term facility maintenance revenue.

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING NORTHEAST METROPOLITAN  
INTERMEDIATE SCHOOL DISTRICT NO. 916'S LONG TERM  
FACILITY MAINTENANCE BUDGET AND AUTHORIZING THE  
INCLUSION OF A PROPORTIONATE SHARE OF THOSE PROJECTS  
IN THE DISTRICT'S APPLICATION FOR LONG TERM FACILITY  
MAINTENANCE REVENUE**

BE IT RESOLVED by the School Board of Independent School District No. 624, State of Minnesota, as follows:

1. The school board of Northeast Metropolitan Intermediate School District No. 916 has approved a long term facility maintenance budget for its facilities for the 2016-2017 and 2017-2018 school year in the amount of \$275,435. The various components of this program budget are attached as EXHIBIT A hereto and are incorporated herein by reference. Said budget is hereby approved.
  
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's o budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long term facility maintenance revenue application.
  
3. The proportionate share of the costs of the intermediate school district's long term facility maintenance program for each member school district to be included in its application shall be determined by utilizing a blended rate where half of the rate is determined by multiplying the total cost of the intermediate school district long term facility maintenance times the ratio of the member school district's net tax capacity to the total net tax capacity of the intermediate school district and half of the rate is determined by multiplying the total cost of the intermediate school district long term facility maintenance times the ratio of ADM utilization by district to the total ADM utilization.

The inclusion of this proportionate share in the district's long term facility maintenance revenue application for fiscal year 2017 is hereby approved, subject to approval by the Commissioner of the Minnesota Department of Education.

4. Upon receipt of the proportionate share of long term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and, upon vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 624, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Independent School District No. 624 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Northeast Metropolitan Intermediate School District No. 916's long term facility maintenance budget and authorizing the inclusion of a proportionate share of the Intermediate School District's long term facility maintenance projects in the district's application for long term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this \_\_\_ day of \_\_\_\_\_, 2016.

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Clerk  
Independent School District No. 624

| Minnesota Department of Education<br>Division of School Finance<br>1500 Highway 36 West<br>Roseville, MN 55113-4266  |  | Long-Term Facility Maintenance Revenue Application<br>Ten Year Expenditure |               |               |              |              |              |              |              |              |              | ED - 02478-01 |
|--|--|--|---------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| <b>INSTRUCTIONS:</b> Enter estimated expenditures that are allowable uses of Long-term Facilities Maintenance Revenue under MS 123B.595, Subd. 10, by UFARS Finance Code by fiscal year in the space provided. Finance codes shown for accessibility and deferred capital expenditures and maintenance projects are proposed new Finance codes |  |  |               |               |              |              |              |              |              |              |              |               |
| District Name: <b>Northeast Metro Intermediate District</b>  |  |  |               |               |              |              |              |              |              |              |              |               |
| District Contact for Questions on this Spreadsheet:<br>Name: <b>Jamin Wood</b>   |  |  |               |               |              |              |              |              |              |              |              |               |
| E-mail: <b>jamin.wood@nemetro.k12.mn.us</b><br>Phone #: <b>(651) 415-5568</b>  |  |  |               |               |              |              |              |              |              |              |              |               |
| Date: <b>3/7/2016</b>  |  |  |               |               |              |              |              |              |              |              |              |               |
| Fiscal Year, Ending June 30th -->  |  |  |               |               |              |              |              |              |              |              |              |               |
| <b>ESTIMATED EXPENDITURES:</b>   |  |  |               |               |              |              |              |              |              |              |              |               |
| <b>Health and Safety, Excluding Projects in Finance codes 358, 363 and 366 Costing &gt; \$100,000 per Site</b>   |  |  |               |               |              |              |              |              |              |              |              |               |
| Finance  | Category   | 2017   | 2018          | 2019          | 2020         | 2021         | 2022         | 2023         | 2024         | 2025         | 2026         |               |
| 347  | Physical Hazards   | \$ 5,000.00  | \$ 5,000.00   | \$ 5,000.00   | \$ 5,000.00  | \$ 5,000.00  | \$ 5,000.00  | \$ 5,000.00  | \$ 5,000.00  | \$ 5,000.00  | \$ 5,000.00  |               |
| 349  | Other Hazardous Materials                                  | \$ 600.00  | \$ 600.00     | \$ 600.00     | \$ 600.00    | \$ 600.00    | \$ 600.00    | \$ 600.00    | \$ 600.00    | \$ 600.00    | \$ 600.00    |               |
| 352  | Environmental Health & Safety Management                   | \$ 33,000.00   | \$ 33,000.00  | \$ 33,000.00  | \$ 33,000.00 | \$ 33,000.00 | \$ 33,000.00 | \$ 33,000.00 | \$ 33,000.00 | \$ 33,000.00 | \$ 33,000.00 |               |
| 358  | Asbestos Removal and Encapsulation                         | \$ 83,700.00   | \$ 112,535.00 | \$ 206,800.00 | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 363  | Fire Safety  | \$ 1,000.00  | \$ 1,000.00   | \$ 1,000.00   | \$ 1,000.00  | \$ 1,000.00  | \$ 1,000.00  | \$ 1,000.00  | \$ 1,000.00  | \$ 1,000.00  | \$ 1,000.00  |               |
| 366  | Indoor Air Quality   | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
|  | Total Health and Safety Capital Projects                   | \$123,300  | \$152,135     | \$246,400     | \$39,600     | \$39,600     | \$39,600     | \$39,600     | \$39,600     | \$39,600     | \$39,600     |               |
| <b>Health and Safety, Projects Costing &gt; \$100,000 per Site</b>   |  |  |               |               |              |              |              |              |              |              |              |               |
| 358  | Asbestos Removal and Encapsulation                         | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 363  | Fire Safety  | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 366  | Indoor Air Quality   | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
|  | Total Health and Safety Capital Projects \$100,000 or More | \$0  | \$0           | \$0           | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |               |
| <b>Accessibility</b>   |  |  |               |               |              |              |              |              |              |              |              |               |
| Finance  | Category   |  |               |               |              |              |              |              |              |              |              |               |
| 367  | Accessibility  | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| <b>Deferred Capital Expenditures and Maintenance Projects</b>  |  |  |               |               |              |              |              |              |              |              |              |               |
| Finance  | Category   |  |               |               |              |              |              |              |              |              |              |               |
| 368  | Building Envelope  | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 369  | Building Hardware and Equipment                            | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 370  | Electrical   | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 379  | Interior Surfaces  | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 380  | Mechanical Systems   | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 381  | Plumbing   | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 382  | Professional Services and Salary                           | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 383  | Roof Systems   | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
| 384  | Site Projects  | \$ -   | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         |               |
|  | Total Deferred Capital Expense and Maintenance             | \$0  | \$0           | \$0           | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          | \$0          |               |
| <b>Total Annual 10 Year Plan Expenditures</b>  |  | \$123,300  | \$152,135     | \$246,400     | \$39,600     | \$39,600     | \$39,600     | \$39,600     | \$39,600     | \$39,600     | \$39,600     |               |

end of worksheet

AGENDA ITEM: Tentative Agreement – 2015-2017 Contract  
S.E.I.U. Local 284 Extended Day Agreement

MEETING DATE: June 13, 2016

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON(S): Dr. Wayne Kazmierczak, Assistant Superintendent for  
Finance and Operations  
Linda Goers, Director of Human Resources

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**BACKGROUND:**

The District has reached a tentative agreement with the SEIU Local 284 School Service Employees Union representing the Extended Day employees of White Bear Lake Area Schools. The unit ratified the tentative agreement on May 19, 2016, for 2015-2016 and 2016-2017.

The Board has received in its previous correspondence a summary sheet of the proposed salary/benefits and language changes.

Dr. Kazmierczak and Linda Goers will be available to answer questions.

**RECOMMENDATION:**

Approve the proposed 2015-2016 and 2016-2017 Master Agreement with SEIU Local 284 School Service Employees Union representing the Extended Day employees of White Bear Lake Area Schools by passing the following resolution.

RESOLUTION: WHEREAS, the parties have reached a tentative agreement on the 2015-16 and 2016-2017 Contract;

WHEREAS, the group has ratified the Contract;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2015-2017 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board

AGENDA ITEM: **Action on Scheduling July Work-Study Session/Board Retreat**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Janet Newberg, School Board Chair**  
**Dr. Michael Lovett, Superintendent**

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**BACKGROUND:**

In past years the School Board has scheduled a work-study/board retreat during the day of the July School Board meeting. We would like to recommend holding a work-study/board retreat on Monday, July 11 from 2:30 – 5:30 p.m. in the Community Room at District Center.

**RECOMMENDATION:**

To approve July 11, 2016 from 2:30 – 5:30 p.m. for the School Board Work-Study/Board Retreat.

AGENDA ITEM: Non-Renewal of Probationary Licensed Staff  
MEETING DATE: June 13, 2016  
SUGGESTED DISPOSITION: Operational Item  
CONTACT PERSON(S): Linda Goers, Director of Human Resources

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Attached is a copy of a resolution that the District uses to terminate the contracts of probationary teachers in accordance with Minnesota Statute 122A.40, subd. 5. The individuals listed are probationary teachers whose contracts are to be terminated effective June 10, 2016, due to financial limitations, teachers returning from leave, reduction in need, contractual or other issues. **In some instances, contracts of the same or less f.t.e. will be recommended to fill future vacancies.**

| <u>Name</u>   | <u>Position</u>  | <u>Building</u>       |
|---------------|------------------|-----------------------|
| Debra Givot   | 1.0 School Nurse | District Wide         |
| Kayte Koehler | 0.1 FACS Teacher | Central Middle School |

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

Debra Givot and Kayte Koehler

RESOLUTION RELATING TO THE TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACTS OF THE FOLLOWING TEACHERS, WHO ARE PROBATIONARY TEACHERS.

WHEREAS, THE ABOVE NAMED TEACHERS ARE PROBATIONARY TEACHERS IN INDEPENDENT SCHOOL DISTRICT NO. 624,

BE IT RESOLVED by the School Board of Independent School District No. 624, that pursuant to Minnesota Statutes 122A.40, subd. 5, the teaching contracts of the above named teachers, are probationary teachers in Independent School District No. 624, are hereby terminated at the close of the current 2015-2016 school year and are not renewed for the 2016-2017 school year.

BE IT FURTHER RESOLVED that written notice be sent to said teacher regarding termination and non-renewal of the contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION

**TEACHER X**  
**School Location**

Dear **TEACHER X**,

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 624, held on June 13, 2016, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2015-2016 school year. Said action of the Board is taken pursuant to M.S. 122A.40, subd.5.

Your termination is due to financial limitations, teachers returning from leave, reduction in need, contractual, or other issues. To receive a separate, official reason stating the afore-mentioned reasons for termination, you must submit your request within ten days after the receipt of this notice.

School Board of Independent School District 624

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*Chair or Clerk of the School Board*

The motion for the adoption of the foregoing resolution was duly seconded by Member, and upon vote being taken thereon, the following voted in favor thereof: and the following voted against the same: none. Whereupon said resolution was declared duly passed and adopted.

AGENDA ITEM: **Policy 506: White Bear Lake Area School District Student Discipline Policy - Rationale for Recommendations**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Sara Paul, Assistant Superintendent for Teaching and Learning**

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**BACKGROUND:**

**Overview of the Policy Review Process**

Policies are regularly reviewed by administration and recommendations are brought to the school board for approval. The first step in the process is to review model policies accessed through the Minnesota School Board Association (MSBA). MSBA regularly makes changes to the model policies based on changes in MN Statutes and federal guidelines. Next, district administrators review policies from other districts, then draft a revised policy for thorough review at the WBLAS policy committee meeting. The policy with proposed recommendations is then sent to each member of the school board. The public hears the recommended policy revisions in the first reading at a school board meeting, followed by second reading at which the board votes on accepting the revised policy.

**506: White Bear Lake Area School District Student Discipline Policy**

Changes have been made to improve clarity, including adding a new section on definitions under II B, and making minor modifications to other wording. This policy is being presented in the same format as first reading.

**RECOMMENDATION:**

To approve School Board Policy 506, White Bear Lake Area School District Student Discipline Policy, as recommended by the School Board Policy Committee and Cabinet.

*Adopted: August 26, 1996*  
*Revised: August 18, 1997*  
*Revised: September 9, 2002*  
*Revised: January 10, 2005*  
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*White Bear Lake Area  
School Board Policy 506*

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## **506 WHITE BEAR LAKE AREA SCHOOL DISTRICT STUDENT DISCIPLINE POLICY**

### **I. PURPOSE**

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

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

The School Board of Independent School District No. 624 recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

A. All students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can best ~~only~~ result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function most effectively ~~only~~ with ~~internal discipline~~ clear expectations based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that supports ~~maintains~~ a climate in which learning can take place. Overall climate affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

B. Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. It is the position of the school district that a fair and equitable district-wide student discipline policy will contribute to the quality of each ~~the~~ student's educational experience. This discipline policy is adopted in accordance with ~~subject to~~ The Pupil

Fair Dismissal Act, Minn. Stat §§ 121A.40-121A.56, which provides definitions for Dismissal, Exclusion, Expulsion, and Suspension.

1. "Dismissal" means the denial of the current educational program to any pupil, including exclusion, expulsion, and suspension. It does not include removal from class.

2. "Exclusion" means an action taken by the school board to prevent enrollment or reenrollment of a pupil for a period that shall not extend beyond the school year.

3. "Expulsion" means a school board action to prohibit an enrolled pupil from further attendance for up to 12 months from the date the pupil is expelled.

4. "Suspension" means an action by the school administration, under rules promulgated by the school board, prohibiting a pupil from attending school for a period of Pupil Fair Dismissal Act Page 2 no more than ten school days. If a suspension is longer than five days, the suspending administrator must provide the superintendent with a reason for the longer suspension. This definition does not apply to dismissal from school for one school day or less, except as provided in federal law for a student with a disability. Each suspension action may include a readmission plan. The readmission plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission and may not be used to extend the current suspension. Consistent with section 125A.091, subdivision 5, the readmission plan must not obligate a parent to provide a sympathomimetic medication for the parent's child as a condition of readmission. The school administration may not impose consecutive suspensions against the same pupil for the same course of conduct, or incident of misconduct, except where the pupil will create an immediate and substantial danger to self or to surrounding persons or property, or where the district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of 15 school days.

Detailed information can be found in IX D.

- C. In view of the foregoing and in accordance with Minn. Stat §§ 121A.55, the school board with the participation of school district administrators, teachers, employees, students, parents/guardians and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### **III. AREAS OF RESPONSIBILITY**

- A. School Board: The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of the district's discipline policy.

- B. Superintendent: The superintendent shall establish guidelines and directives to carry out this policy, holds all school personnel, students and parents/guardians responsible for conforming to this policy, and supports all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents/guardians.
- C. Principal/Building Supervisor Administrator ~~Administrator~~ The school principal/building supervisor is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal/building supervisor shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal/building supervisor shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal/building supervisor shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents/guardians. A principal/building supervisor, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers: All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel: All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents and/or Legal Guardians: Parents/guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students: All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members: Members of the community are important partners in contributing to the atmosphere of mutual respect and student adherence to the Code of Student Conduct Policy. ~~Members of the community are expected to contribute to~~

the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

#### **IV. STUDENT RIGHTS**

All students have a ~~the~~ right to an education in a respectful atmosphere that is conducive to learning. ~~to an education and the right to learn.~~

#### **V. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. To know and obey all school rules, regulations, policies and procedures, and to conduct themselves in accord with them;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students enrolled;
- F. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- G. To be aware of and comply with federal, state and local laws;
- H. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- I. To respect and maintain the school's property and the property of others;
- J. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- K. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- L. To conduct themselves in an appropriate physical or verbal manner; and
- M. To recognize and respect the rights of others.

## VI. CODE OF STUDENT CONDUCT - UNACCEPTABLE BEHAVIORS

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds and school property or property immediately adjacent to school grounds, school-sponsored activities or trips, school bus stops, school buses, school vehicles, school contracted vehicles or any other vehicles approved for school district purposes, the area of entrance or departure from school premises or events, and all school-related functions and events. School district property also may mean a student's walking route to and from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism.
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
5. Opposition to authority using physical force or violence;
6. Using, possessing or distributing tobacco or tobacco paraphernalia;
7. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances.
8. Using, possessing, or distributing alternative nicotine products (i.e. e-cigarettes, personal vaporizers, e-liquid).
9. Passive Breath Alcohol Sensor Devices may be used to screen students/student guests for evidence of alcohol consumption at school sponsored events.

10. ~~Administration, with reasonable suspicion of student use of alcohol during the school day may use the Passive Breath Alcohol Sensor Device to determine alcohol consumption.~~
11. Using, possessing or distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student.
12. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
13. Using, possessing or distributing weapons, or look-alike weapons or other dangerous objects;
14. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
15. Possession, use or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function by ~~explosive~~ explosive;
16. Possession, use or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
17. Use of video and auditory recording equipment, which includes cell phones and other technology devices, including but not limited to use in bathrooms and locker rooms; except where the device is used in a manner authorized by the school; ~~including but not limited to use in bathrooms and locker rooms~~;
18. Use or possession of an ignition device (e.g., butane lighter or matches), except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience; disruptive or disrespectful behavior; defiance of authority; cheating; insubordination; failure to identify oneself; improper activation of fire alarms or defibrillators; or bomb threats;

21. Use of nuisance devices or objects which cause distractions or disruptions and may facilitate cheating, including, but not limited to: pagers, cell phones, ~~including picture phones~~, and other electronic devices;
22. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
23. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
24. Possession or distribution of slanderous, libelous or pornographic materials;
25. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership or is otherwise deemed objectionable by the District;
26. Criminal activity;
27. Falsification of any records, documents, notes or signatures;
28. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
29. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism or collusion; including the use of cell phones ~~picture phones~~ or other technology to accomplish this end;
30. Impertinent or disrespectful language toward teachers or other school district personnel;
31. Violation of the school district's Harassment and Violence Policy or Bullying Prohibition Policy;
32. Actions, including fighting or any other assaultive behavior, which cause or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
33. Committing an act which inflicts bodily harm upon another person, even though accidental or a result of poor judgment;

34. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
35. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating or that degrades other people;
36. Physical or verbal threats, including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
37. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;
38. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
39. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstructs the mission or operations of the school district or the safety or welfare of students or employees.

## **VII. DISCIPLINARY ACTION OPTIONS**

It is the general policy of the school district to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with the teacher, principal, counselor or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or things will be

released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

- C. Parent/guardian contact;
- D. Parent/guardian conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges, e.g. loss of passing time;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police or other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under The Pupil Fair Dismissal Act;
- Q. Preparation of an admission or re-admission plan;
- R. Extended detention after school or Saturday School;
- S. Expulsion under The Pupil Fair Dismissal Act;
- T. Exclusion under The Pupil Fair Dismissal Act;
- U. Alternative educational setting; and/or
- V. Other disciplinary action as deemed appropriate by the school district.

## **VIII. REMOVAL OF STUDENTS FROM CLASS**

- A. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, and contacting the student's parents/guardians. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies, or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal will be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the Parent(s)/guardian(s) of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent/guardians or guardian to discuss the problem that is causing the student to be removed from class. A district may terminate the enrollment of a nonresident student enrolled under this section or section 124D.08 at the end of a school year if the student meets the definition of a habitual truant under section 206C.007, subdivision 19, the student has been provided appropriate services under chapter 260A, and the student's case has been referred to juvenile court. A district may also terminate the enrollment of a nonresident student over the age of 17 enrolled under this section if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under section 120A.22, subdivision 8.

- C. Procedures for Removal of a Student From a Class

In the elementary or secondary schools, if a student is removed from class, the teacher, principal or other school district employee will complete a report describing the student's behavior. The student will remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.

#### D. Responsibility for and Custody of a Student Removed From Class

Teachers removing students from class are required to direct the student to the school office and verify his or her arrival as soon as practicable. The administrator may, at his/her option, assign the student to supervision in another area especially designated for this purpose. Students removed for more than one class period will receive assignments from the teachers to enable the student keep up with his/her class work.

#### E. Procedures for Return of a Student to a Class from Which the Student Was Removed

The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent(s) or guardian(s). At the time of this conference a definite plan of action will be established, including a review of any existing special education services. Students removed from class will be required to examine and take measures to correct inappropriate conduct.

#### F. Procedures for Notification

Parents/guardians of students removed from class will be notified as soon as practical of the rule violation that led to the removal, resulting disciplinary action, and conditions for re-admission.

#### G. Students on an IEP; Special Provisions

1. In cases involving students and in need of special education services, appropriate special education staff will be notified of the removal to determine compliance with the student's IEP and to determine whether further assessment or change in the student's IEP is necessary.
2. In cases involving students with a suspected disability, the student assistance team or school counselor will be notified and the school's pre-referral intervention process will be followed.

#### H. Devices for Detecting Chemical Use While on School Premises

1. Passive Breath Alcohol Sensor Devices may be used to screen students/student guests for evidence of alcohol consumption at school sponsored events. Administration, with reasonable suspicion of student use of alcohol during the

school day, may use the Passive Breath Alcohol Sensor Device to determine alcohol consumption.

I. Procedures for Addressing Chemical Use or Abuse Problems of Students While on School Premise

1. Use, Possession, Distribution of, or Intent to Distribute Tobacco or Tobacco Paraphernalia

The use, possession, distribution of, or intent to distribute tobacco or tobacco paraphernalia by students in school buildings and on school property is a violation of School Board policy. For students under 18, it is also a violation of Minnesota Public School Law (MSA 609.685).

- a. Individual building discipline committees are authorized to institute those corrective measures that they consider most effective in view of the age and background of the violator.
- b. Suspension is authorized in accordance with The Pupil Fair Dismissal Act. Parents/guardians are to be notified no later than the following school day of a violation except when a principal shall determine an exception is justified.

2. Use, Possession, Distribution of, or Intent to Distribute Alcohol, Drugs and Paraphernalia

The use, possession, distribution, intent to distribute, and/or request to another person for (solicitation) alcohol, narcotics, non-prescribed drugs, non-controlled substances packaged to look like controlled drugs, and other illegal substances on school premises or at a school function is prohibited. No student may appear at any school or school-sponsored function in possession or under the influence of alcohol, non-prescribed drugs, chemicals, or illegal substances. It is unlawful for any person knowingly or intentionally to use, possess, or distribute drug paraphernalia. This policy includes students who have reached the legal age of majority.

- a. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:
  - (a) The employee shall notify the building administrator or a member of the pre-assessment team and shall describe the basis for the concern.
  - (b) The building administrator and/or pre-assessment team will determine what course of action should be taken.
  - (c) Action steps may include: conducting an investigation; gathering objective data from additional staff (i.e. a behavior checklist); scheduling a

conference with the student and/or parent(s)/guardian; or conducting a meeting between a single member of the team and the student to discuss the behaviors of concern.

- (d) Information gathered will be reviewed by the pre-assessment team and/or administrator and a determination of whether or not a chemical use problem exists will be ascertained.
  - (e) If the team determines there is chemical abuse, the team will select an appropriate course of action which may include: parent/guardian conference; referral to a school counselor; sharing of resources for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.
- b. When a student is in violation of the above rules at school, the following intervention procedure shall be followed:
- (a) The staff member informs the student of the observed violation and/or obtains the student's name and accompanies the student to the office.
  - (b) Should the student refuse to go to the office, an administrator shall be called. If possible, the staff member will confiscate the chemicals and/or evidence substantiating the violation/concern.
  - (c) The staff member reports the details of the incident immediately to an administrator.
- c. If the administrator is in agreement with the reporting staff member(s), the following actions will occur:
- (a) The administrator will follow due process.
  - (b) The administrator will report the violation to the appropriate law enforcement agency by calling "911" or by calling the School Resource Officer.
  - (c) The administrator will notify the parent/guardian, review school board policy with the parent/guardian, and inform the parent/guardian that the police have been contacted.
  - (d) The student will be interviewed by the police and an administrator/supervisor. When appropriate, the student may be taken to the police station.
- d. School-Based Consequences:

(a) First Violation:

1. The student will be prohibited from attending school and school functions ~~dismissed~~ for up to 5 days (e.g. ~~suspension, AWARE etc.~~)
2. A parent/guardian conference is required prior to readmission.
3. Upon re-entry, the school will provide the opportunity to meet ~~student will have the opportunity to meet~~ with an appropriate school support resource (e.g. chemical health specialist, school counselor.)
4. If warranted, chemical health assessment resources will also be shared.
5. In addition, the administration may make a recommendation to the superintendent or designee that the student be considered for exclusion/expulsion from school for an appropriate time period under The Pupil Fair Dismissal Act. Should the process proceed, the student will be provided with home based or alternative educational services.

(b) Second Violation:

1. The student will be suspended from school for five (5) school days. The five day suspension ~~dismissal~~ may be reduced, if school administration receives confirmation/verification that the student attended a chemical health assessment.
2. A parent/guardian conference is required prior to readmission.
3. At the re-entry conference, chemical health assessment resources will be shared with the student and his/her parent(s)/guardian(s) (i.g. community-based professional counseling services).
4. A strong recommendation for student to have a chemical health assessment will be voiced.
5. In addition, the administration may make a recommendation to the superintendent or designee that the student be considered for exclusion/expulsion from school for an appropriate time period under The Pupil Fair Dismissal Act. Should the process proceed, the student will be provided with home based or alternative educational services.

(c) Third Violation:

1. The student will be suspended for up to ten (10) school days pending further investigation.

2. A parent/guardian conference is required prior to readmission.
3. At the re-entry conference, chemical health assessment resources will be shared with the student and his/her parent(s)/guardian(s).
4. The district will advocate ~~A strong advocacy~~ for a chemical health assessment for the student ~~will be voiced~~.
5. In addition, the administration may make a recommendation to the superintendent or designee that the student be considered for exclusion/expulsion from school for an appropriate time period under The Pupil Fair Dismissal Act. Should the process proceed, the student will be provided with home based or alternative educational services.

I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct

A. Use, Possession, Distribution of, or Intent to Distribute Tobacco or Tobacco Paraphernalia

The use, possession, distribution of, or intent to distribute tobacco in any form or tobacco paraphernalia by students in school buildings and on school property is a violation of School Board Policy. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district. For students under 18, it is also a violation of Minnesota Public School Law (MSA 609.685).

1. Individual building discipline committees are authorized to institute those corrective measures that they consider are most effective in view of the age and background of the violator.
2. Suspension is authorized in accordance with The Pupil Fair Dismissal Act. Parents/guardians are to be notified no later than the following school day of a violation except when a principal shall determine an exception is justified.

B. Use of Mood-Altering Chemicals by Participants in Minnesota State High School League Sponsored Activities

The MSHSL Bylaw 205 applies continuously from the first signing of the Student Eligibility Statement. The WBLAS District reserves the right to apply increased sanctions over those stated by the MSHSL. It is not a violation for a student to be

in possession of a controlled substance specifically prescribed for the student's own use by her/his doctor. Twelve (12) months of the year, a student shall not at any time, regardless of the quantity: (1) use or consume, have in possession a beverage containing alcohol; (2) use or consume, have in possession tobacco; or, (3) use or consume, have in possession, buy, sell, or give away any other controlled substance or drug paraphernalia.

1. First Violation

- a. After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic contests or two (2) weeks of a season in which the student is a participant, whichever is greater.
- b. No exception is permitted for a student who becomes a participant in a treatment program.

2. Second Violation

- a. After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic contests in which the student is a participant or six (6) weeks, whichever is greater.
- b. No exception is permitted for a student who becomes a participant in a treatment program.

3. Third and Subsequent Violations

- a. ~~After confirmation of the third or subsequent violations, the student shall lose eligibility for one calendar year.~~ After confirmation of the second violation, the student shall lose eligibility for the next twelve (12) consecutive interscholastic contests in which the student is a participant or six (6) weeks, whichever is greater.
- b. If after the third or subsequent violations, the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

4. Progressive and Consecutive Penalties: Penalties shall be progressive and consecutive beginning with the student's first participation in a League activity and continuing through the student's high school career.

5. Denial Disqualification: A student shall be disqualified from all interscholastic activities for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.
- J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior
1. School staff will contact parents/guardians to make them aware of on-going concern(s) with their students. Staff will relay the school or classroom expectation and possible outcomes if the behavior continues. Parents/guardians will be encouraged to discuss situation with their child and work with school personnel to address behavior proactively. A meeting with parents/guardians and school personnel to review the area of concern may occur.
  2. On-going, inappropriate behavior will be documented on the building referral form. Behavior and consequence will be described and parent(s)/guardian(s) will be contacted by school personnel.
- K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems
1. During the enrollment process, schools will gather as much information from parents/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.
  2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.
  3. School administration will have a plan for reviewing attendance records on a regular basis and then act on attendance concerns in accordance with the appropriate county truancy program.
  4. Schools should have a formal structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.
  5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior, and social/emotional concerns.
  6. Schools may have staff assigned to intervene and support students early on as behavior concerns are surfacing.

7. Schools will work with district office chemical health support staff to assess student behavior and determine whether or not chemical issues are present.
8. Passive Breath Alcohol Sensor Devices may be used to screen students/student guests for evidence of alcohol consumption at school sponsored events.
9. Administration, with reasonable suspicion of student use of alcohol during the school day may use the Passive Breath Alcohol Sensor Device to determine alcohol consumption.
10. Schools will work with district office personnel to engage and support students from all cultural backgrounds.
11. In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social-emotional concerns might need to be assessed for special education services.
12. A formal structure should be created to share information as students transition between schools and grades to assist in continuous support and intervention.
13. Schools will communicate with parents/guardians about academic progress and encourage parents/guardians to assist in identifying concerns.

## **IX. DISMISSAL**

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include simple removal from class.
  1. The school district shall not deny due process of equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.
  2. The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.
- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion and/or exclusion. A student may be dismissed on the following grounds:
  1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. "Suspension" means an action taken by the school administration prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent or designee with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, except as may be provided in federal law for a student with disability.
2. If a student's total days of removal from school exceeds ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent(s)/guardian(s) before subsequently removing the student from school and, with the permission of the parent(s)/guardian(s), arrange for a mental health screening for the student at the parent(s) or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent(s)/guardian(s) should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action shall include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine that extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress towards meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed. School officials may unilaterally place a student with disabilities in an appropriate interim alternative educational setting for up to 45 days if the student brings a weapon to school or a school function; or knowingly possesses, uses, or sells illegal drugs or controlled substances at school or a school function; or inflicts substantial bodily harm.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After a suspension has been assigned and upon further consideration, school administrators may choose to reduce the length of the suspension or assign alternative consequences.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of The Pupil Fair Dismissal Act, Minn. Stat. §§121A.40 through 121A.56, shall be personally served upon the student at or before the time of suspension is to take

effect, and upon the student's parent(s)/guardian(s) by mail within forty-eight (48) hours of the conference.

9. The school administration shall make reasonable efforts to notify the student's parent(s)/guardian(s) of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent(s)/guardian(s) within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that an alternative educational services are implemented to the extent that suspension exceeds five (5) days.

#### D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of The Pupil Fair Dismissal Act, Minn. Stat. §§121A.40 through 121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent(s)/guardian(s).
5. The student and parent(s)/guardian(s) shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent(s)/guardian(s) personally or by mail, and shall contain: a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of the hearing; be accompanied by a copy of The Pupil Fair Dismissal Act, Minn. Stat. §§121A.40 through 121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and informing the student and parent(s)/guardian(s) of their right to: (1) have a representative of the student's own choosing, including legal counsel at the

hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent(s)/guardian(s) that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent(s)/guardian(s).
7. All hearings shall be held at a time and place reasonably convenient to the student, parent(s)/guardian(s) and shall be closed, unless the student, parent(s)/guardian(s) requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent(s)/guardian(s) that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceedings.
10. If the student designates a representative other than the Parent(s)/guardian(s), the representative must have a written authorization from the student and the parent(s)/guardian(s) providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent(s)/guardian(s), or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent(s)/guardian(s), or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent(s)/guardian(s), or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
  15. The student cannot be compelled to testify in the dismissal proceedings.
  16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which will be made to the school district and served upon the parties within two (2) days after closing of the hearing.
  17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
  18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
  19. The school district shall report any suspension, expulsion, or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
  20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
  21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent(s)/guardian(s) by mail of the student's right to attend and to be reinstated in the school district.
- E. Disabled Students; Special Considerations for Expulsion and/or Alternative Placement

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or Section 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP or Section 504 team and the child's parent/guardian shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP or Section 504 plan. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement.

Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP or Section 504 plan is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

## **X. ADMISSION OR READMISSION PLAN**

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parent/guardian involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate the parent/guardian to provide a sympathomimetic medication for their child as a condition of readmission.

## **XI. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by The Pupil Fair Dismissal Act, or other

applicable law. The teacher, principal, or other school district officials may provide additional notification as deemed appropriate.

## **XII STUDENT DISCIPLINE RECORDS**

It is the policy of the school district that complete and accurate student discipline records be maintained. The collection, dissemination and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

## **XIII. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. 124D.03) or Enrollment in Nonresident District (Minn. Stat. 124D.08) at the end of the school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. State Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Option Program if the student is absent without lawful excuse for one or more periods of fifteen (15) school days and has not lawfully withdrawn from school.

## **XIV. DISTRIBUTION OF POLICY**

The school district will notify students and parent(s)/guardian(s) of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parent(s)/guardian(s) at the commencement of each school year and to all new students and parent(s)/guardian(s) upon enrollment. This policy will also be available upon request in each principal's office.

## **XV. REVIEW OF POLICY**

The principal and representatives of parent(s)/guardian(s), students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes will be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**Legal Reference:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§121A.40 to 121A.56 (The Pupil Fair Dismissal Act)

Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. §§ 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. §§ 121A.60 to 121A.61 (Removal From Class)  
Minn. Stat. § 123A.05 (Area Learning Center Organization)  
Minn. Stat. §§ 124D.03 (Enrollment Options Program)  
Minn. Stat. §§ 124D.08 (Enrollment in Nonresident District)  
Minn. Stat. Ch. 125A (Student With Disabilities)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Child Protection)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education  
Improvement Act of 2004)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973 § 504)  
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

***Cross Reference:*** WBLASB Policy 413 (Harassment and Violence)  
WBLASB Policy 501 (School Weapons)  
WBLASB Policy 502 (Search of Student Lockers, Desks, Personal  
Possessions, and Student's Person)  
WBLASB Policy 503 (Student Attendance)  
WBLASB Policy 505 (Distribution of Nonschool-Sponsored Materials on  
School Premises by Students and Employees)  
WBLASB Policy 514 (Bullying Prohibition Policy)  
WBLASB Policy 524 (Internet Acceptable Use and Safety Policy)  
WBLASB Policy 525 (Violence Prevention)  
WBLASB Policy 526 (Hazing Prohibition)  
WBLASB Policy 527 (Student Use and Parking of Motor Vehicles;  
Patrols, Inspections, and Searches)  
WBLASB Policy 610 (Field Trips)  
WBLASB Policy 709 (Student Transportation Safety Policy)

AGENDA ITEM: **Policy 601: School District Curriculum and Instruction Goals - Rationale for Recommendations**

MEETING DATE: **June 13, 2016**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Sara Paul, Assistant Superintendent for Teaching and Learning**

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**BACKGROUND:**

**Overview of the Policy Review Process**

Policies are regularly reviewed by administration and recommendations are brought to the school board for approval. The first step in the process is to review model policies accessed through the Minnesota School Board Association (MSBA). MSBA regularly makes changes to the model policies based on changes in MN Statutes and federal guidelines. Next, district administrators review policies from other districts, then draft a revised policy for thorough review at the WBLAS policy committee meeting. The policy with proposed recommendations is then sent to each member of the school board. The public hears the recommended policy revisions in the first reading at a school board meeting, followed by second reading at which the board votes on accepting the revised policy.

**601: School District Curriculum and Instruction Goals**

This policy, last updated on October 11, 2010, shows significant modifications reflecting changes in federal law (the new Every Student Succeeds Act) and State Law (the World's Best Workforce.)

*At the May Board meeting the following suggested change to Policy 506 Section VI Code of Student Conduct - Unacceptable Behaviors #21. Use of **nuisance** devices or objects **which to** cause distractions or disruptions and may facilitate cheating, including, but not limited to: pagers, cell phones, ~~including picture phones~~, and other electronic devices: (suggested changes are in bold)*

**RECOMMENDATION:**

To approve School Board Policy 601, School District Curriculum and Instruction Goals as recommended by the School Board Policy Committee and Cabinet.

*Adopted: May 26, 1998*  
*Revised: June 11, 2001*  
*Revised: October 11, 2010*

*White Bear Lake Area*  
*School District #624 Policy 601*

## **601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS**

### **I. PURPOSE AND GENERAL STATEMENT OF POLICY**

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the ~~Minnesota Academic Standards~~ Minnesota Graduation Standards and the Federal No Child Left Behind Every Student Succeeds Act (ESSA) in alignment with creating the world's best workforce, in learner results toward which all learning in the school district should be directed and for which all school district learners should be held accountable.

### **~~H. — GENERAL STATEMENT OF POLICY~~**

~~It is the~~ The purpose of this policy of the school district is to establish the “world’s best workforce” in learner results toward which all learning in the school district should be directed and for which all school district learners should be held accountable.

### **III. DEFINITIONS**

A. “Academic standard” means a summary description of student learning in a required content area or elective content area.

B. “Benchmark” means specific knowledge or skill(s) that a student must master to complete part or all of an academic standard by the end of the grade level or grade band.

C. “Curriculum” means district or school adopted programs and written plans for providing students with learning experiences that lead to the expected knowledge and skills necessary to be successful in positive attitudes college and career. college readiness.

- D. “Instruction” means methods of providing learning experiences ~~to that~~ enable students to meet state and district academic standards and graduation requirements.
- E. “Performance measures” are measures to determine school district, ~~and~~ school site and student progress in striving to create the world’s best workforce and must include at least the following:
1. Student performance on the National Assessment of Educational Progress where applicable;
  2. The size of the academic achievement gap and the percentage of students taking rigorous courses,”rate of rigorous course taking, including college-level Advanced Placement, international baccalaureate, College in the Schools, Project Lead the Way, and postsecondary enrollment options including concurrent enrollment, other statutorily recognized courses of study or industry certification courses or programs and enrichment experiences by student subgroup;
  3. Student performance on the Minnesota Comprehensive Assessments;
  4. High School graduation rates; and
  5. Career and college readiness under Minn. § Stat. 120B.30, Subd. 1.
- F. “World’s best workforce” refers to meeting school readiness goals: means striving to: meet school readiness goals; having all third-grade students achieve grade-level literacy; closing the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and student not living in poverty; having all students attain career and college readiness before graduating from high school; and having all students graduate from high school.
- G. ““Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

**IV. ~~STUDENT PERFORMANCE GOALS LONG-TERM STRATEGIC PLAN~~**

A. The school board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:

1. Clearly defined school district and school site goals and benchmarks for instruction and student achievement for all nine student categories identified under the Every Student Succeeds Act (ESSA) ~~federal 201 No Child Left Behind Act~~ and two student gender categories of male and female;
2. Processes for assessing and evaluating each student’s progress toward meeting state and local academic standards, ~~and~~ for identifying the strengths and weaknesses of instruction in pursuit of student and school success, for identifying ~~and~~ curriculum affecting students’ progress and growth toward career and college readiness in alignment with the world’s best workforce;
3. A process ~~system~~ to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A41, Subd. 5;
4. Strategies for improving instructions, curriculum, and student achievement, the academic achievement of English Learners, ~~including the English and, where practicable, the native language development. and the academic achievement of English Learners;~~
5. Education effectiveness practices that integrate high-quality instruction, rigorous curriculum technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and;
6. An annual budget for continuing to implement the school district’s strategic plan.

B. ~~School district site and school site goals shall include the following: School district and school site goals shall include strategies that will demonstrate progress towards the broad goals of “world’s best workforce” legislation.~~

1. ~~All students will be required to demonstrate essential skills and knowledge to effectively participate in lifelong learning. These skills include:~~

- a. ~~reading, writing, speaking, listening and viewing in the English language;~~

- ~~b. applying applying mathematical and scientific concepts;~~
- ~~e. locating, organizing, communicating and evaluating information and developing methods of inquiry (i.e. problem solving);~~
- ~~d. creative and critical thinking, decision making and study skills;~~
- ~~e. work readiness skills;~~
- ~~f. global and cultural understanding.~~

~~2. Each student will have the opportunity and will be expected to develop and  
— apply essential knowledge that enables them that student to:~~

- ~~a. live as a responsible, productive citizen and consumer within local, state, national and global political, social, and economic systems;~~
- ~~b. bring many perspectives, including historical, to contemporary issues;~~
- ~~e. develop an appreciation and respect for democratic institutions;~~
- ~~d. communicate and relate effectively in languages and with cultures other than the student's own;~~
- ~~e. practice stewardship of the land, natural resources and the environment;~~
- ~~f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.~~

~~3. Students will have the opportunity and will be expected to to develop  
creativity  
— and self-expression through visual and verbal images, music, literature, world  
— languages, movement, and/or the performing arts.~~

~~4. School practices and instruction will be directed toward developing within each  
— student a positive self-image and a sense of personal responsibility for:~~

- a: ~~establishing and achieving personal and career goals;~~
  - b: ~~adapting to change;~~
  - e: ~~leading a healthy and fulfilling life, both physically and mentally;~~
  - d: ~~living a life that will contribute to the well-being of society;~~
  - e: ~~becoming a self-directed learner;~~
  - f: ~~exercising ethical behavior.~~
5. Students will be given the opportunity to acquire human relations skills necessary to:
- a: ~~appreciate, understand, and accept human diversity and interdependence;~~
  - b: ~~address human problems through team effort;~~
  - e: ~~resolve conflicts with and among others;~~
  - d: ~~function constructively within a family unit;~~
  - e: ~~promote an equitable, gender-fair, disability-sensitive society.~~

**Legal References:**

Minn. Stat § 120B.018(Definitions)  
Minn. Stat § 120B.02(Educational Expectations for Minnesota Students)  
Minn. Stat § 120B.11(School District Process)  
Minn. Stat § 120B.30, Subd. 1(Statewide Testing and Reporting System)  
Minn. Stat § 120B.35, Subd. 3 (Student Academic Achievement and Growth)  
Minn. Stat § 122A.40, Subd. 8 (Employment; Contracts; Termination)  
Minn. Stat § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat § 123B.147, Subd. 3(Principals)  
20 U.S.C. § 5801, et seq. (National Education Goals 2000)  
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act- ESSA, formerly No Child Left Behind Act) No Child Left Behind

Minn. Stat § 120B.011 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce.)

- Cross References:***
- WBLASB Policy 104 (School District Mission Statement)
  - WBLASB Policy 613 (Graduation Requirements)
  - WBLASB Policy 614 (School District Testing Plan and Procedure)
  - WBLASB Policy 615 (Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Plan and LEP Students)
  - WBLASB Policy 616 (School District System Accountability)
  - WBLASB Policy 618 (Assessment of Student Achievement)