INDEPENDENT SCHOOL DISTRICT #624

SCHOOL BOARD MEETING PACKET

September 10, 2018

Independent School District No. 624

MISSION STATEMENT

The mission of the White Bear Lake Area School District, the community at the forefront of educational excellence, honoring our legacy and courageously building the future, is to ensure each student realizes their unique talents and abilities, and makes meaningful contributions with local and global impact through a vital system distinguished by:

- **Students who design and create their own future**
- **Diversity of people and ideas**
- **Safe, nurturing and inspiring environments**
- **Exceptional staff and families committed to student success**
- **Abundant and engaged community partners**

Approved by White Bear Lake Area School Board on April 9, 2018

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

To: Members of the School Board

From: Dr. Wayne Kazmierczak
Superintendent of Schools

Date: September 4, 2018

A meeting of the White Bear Lake Area School Board will be held on **Monday, September 10, 2018** at 7:00 p.m. in Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN.

AGENDA

A. PROCEDURAL ITEMS

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Induction of Student Representative
5. Approve Agenda
6. Consent Agenda
   a) Approval of Minutes
   b) Payment of Invoices
   c) Correspondence
   d) Acceptance of Gifts
   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.

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 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. 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

1. Opening School Report

2. Update from White Bear Lake Area Educational Foundation

3. Superintendent's Report

D. DISCUSSION ITEMS

1. 2018-19 School Board/Administration Priorities

2. Opening Enrollment Report

3. Summary of Evaluation of Superintendent

4. First Reading of School Board Policies
   a. Policy 102, Equal Educational Opportunity
   b. Policy 205, Open Meetings and Closed Meetings
   c. Policy 506, White Bear Lake Area School District Student Discipline Policy
   d. Policy 612.3, Development of Parent and Family Engagement Policies for Title I Programs
   e. Policy 615, Testing Accommodations, Modifications and Exemption of IEP's, Section 504 Plans and LEP Students - recommended for deletion
   f. Policy 616, School District System Accountability
   g. Policy 618, Assessment of Student Achievement

E. OPERATIONAL ITEMS

1. Action on Facilities Planning Committee Charge Statement and Application

2. Action on Contract with Construction Manager Kraus-Anderson Construction

3. Action on Resolution Authorizing Issuance of Individual Procurement Cards

4. Action on Tentative Agreement - 2018-19 Contract with Administrators' Association

F. BOARD FORUM

G. ADJOURNMENT

A. PROCEDURAL ITEMS

Consent Agenda Item A-6
September 10, 2018
School Board Meeting

AGENDA ITEM: **Consent Agenda**

MEETING DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Procedural Items**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Superintendent**

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-6a through A-6f, be approved as written, and a copy of the agenda items is attached to the minutes.

Consent Agenda Item A-6(a)
September 10, 2018
School Board Meeting

AGENDA ITEM: **School Board Minutes**

MEETING DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Action Item**

CONTACT PERSON(S): **Ellen Fahey, School Board Clerk**

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, August 13, 2018** at 7:00 p.m. in Community Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN.

A. PROCEDURAL ITEMS

1. Chair Mullin called the meeting to order at 7:00 p.m.
2. Roll Call: Present: Beloyed, Chapman, Ellison (left at 7:35 pm, returned 7:52 pm), Fahey, Mullin, Newmaster, Wilson.
   Ex-officio: Kazmierczak
   Cabinet: Cooper, Garrison, Maurer, Ouren, Paul, Vette, Wald
3. Pledge of Allegiance
4. Ellison moved and Newmaster seconded to approve the agenda as presented. ***Voice vote: all ayes. Motion carried.***
5. Chapman moved and Fahey seconded to approve the Consent Agenda consisting of:
   - Approval of minutes for July 16, 2018;
   - 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; and
   - Passage of resolution to approve Human Resources items to include: ***Roll call vote: ayes, Beloyed, Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson. Nays none. Motion carried.***
     - **Resignation/Termination – Classified Staff**
       Jason Alman **–** Custodian, WBLAHS – North Campus
       Employed by District 624 since 02/20/2018
       Effective Date: 07/23/2018
       Alan Grund **–** Instructional Assistant – Otter Lake Elementary
       Employed by District 624 since 02/20/2018
       Effective Date: 08/07/2018
       Said Hirsi **–** Program Assistant Leader – Central Middle School
       Employed by District 624 since 01/04/2016
       Effective Date: 07/31/18
       Emma Worthley **–** Pupil Support Assistant – Otter Lake Elementary
       Employed by District 624 since 11/07/2016
       Effective Date: 08/08/2018
     - **Resignation/Termination – Non-Affilliated**
       Connette Bahe – Activity Leader, Lincoln Elementary
       Employed by District 624 Since 03/03/2003
       Effective Date: 08/15/2018
       Jill Jenderny – Teaching and Learning Coordinator, District Center
       Employed by District 624 Since 07/01/2012
       Effective Date: 08/02/2018
       Malia Yang-Xiong **–** Cultural Liaison, District Wide
       Employed by District 624 since 01/03/2000
       Effective Date: 09/07/2018
     - **Resignation – Cabinet**
       Mitchell Cooper – Director of Human Resources, District Center
       Employed by District 624 since 06/20/2017
       Effective Date: 09/30/2018

- **Resignation/Termination – Certified**
  Heather Kay– Special Education Teacher, WBLAHS – North Campus
  Employed by District 624 since 08/24/2015
  Effective Date: 08/01/2018
  Monica Kubow – .7 FTE School Nurse, WBLAHS – South Campus and ALC
  Employed by District 624 since 12/17/2015
  Effective Date: 08/10/2018
  Amanda Weinkauf– School Social Worker, Matoska and Lakeaires Elementary
  Employed by District 624 since 08/21/2017
  Effective Date: 08/07/2018
- **Retirment – Certified**
  Lori Mariani – Special Education Teacher, Central Middle School
  Employed by District 624 since 09/26/1988
  Effective Date: 08/31/2018
- **Change of Assignment – Certified Staff**
  Jacqueline Barker – PLTW & Science Teacher, Central Middle School
  From .9 FTE to 1.0 FTE
  Effective Date: 2018-2019 School Year
  Clare Kazmierczak – .5 EL and Intervention Teacher, Willow Elementary
  From .6875 FTE to .5 FTE
  Effective Date: 2018-2019 School Year
- **Change of Classification – Classified Staff**
  Alexander Hennessey – From Student Supervisor, Paraprofessional Unit
  to Out of School Time Site Supervisor, Non-Affiliated
  Step 1, 8.0 hrs. per day, $45,713.57, 238 days (Prorated on $49,939.20)
  Effective Date: 08/01/2018
- **New Personnel – Classified Staff**
  Tre Austin – Pupil Support Assistant, Sunrise Park Middle School
  $18.77/hr., 32.5 hrs. per week, $21,960.90
  Effective Date: 09/04/2018
  Kyleen Bedell – Part-Time Cook, WBLAHS – South Campus
  $15.09/hr., 3 hrs. per day, 181 days, $8,193.87
  Effective Date: 09/04/2018
  Jean Bendel – Health Assistant, Birch Lake Elementary
  $18.72/hr., 7.5 hrs. per day, 185 days, $25,974.00
  Effective Date: 06/11/2018
  Pamela Brown – Program Assistant Leader, Birch Lake Elementary
  $14.55/hr., 4.5 hrs. per day, 259 days, $16,958.02
  Effective Date: 06/11/2018
  Alexandra Dahl – Pupil Support Assistant, Transition Education Center
  $18.77/hr., 30.0 hrs. per week, $20,271.60
  Effective Date: 09/04/2018
  Kristine Dugger – Nurse Para, Central Middle School
  $21.31/hr., 19.5 hrs. per week, $14,959.62
  Effective Date: 09/04/2018
  Sandra Hannah – Instructional Assistant, Birch Lake Elementary
  $18.33/hr., 35.5 hrs. per week, 180 days, $21,446.10
  Effective Date: 09/04/2018
  Angela Johnson – Pupil Support Assistant, Lincoln Elementary
  $18.77/hr., 32.5 hrs. per week, $21,960.90
  Effective Date: 09/04/2018

Jesse Kelley– Campus Security, Central Middle School
$15.56/hr., 5.25 hrs. per day, 180 days, $14,622.51
Effective Date: 09/04/2018
Jodi Kaiser – Nurse Paraprofessional, Transition Education Center
$21.32/hr., 32.5 hrs. per week, $24,944.40
Effective Date: 09/04/2018
Renee Mccabe – Media Clerk, Otter Lake Elementary
$17.63/hr., 6 hrs. per day, 185 days, $19,569.30
Effective Date: 08/24/2018
Claudia Medin – Pupil Support Assistant, Oneka Elementary
$18.77/hr., 32.5 hrs. per week, $21,960.90
Effective Date: 09/04/2018
Amanda Pagel – Instructional & Pupil Support Assistant, Vadnais Heights Elem and Normandy
$18.33/hr., 17.5 hrs. per week, and $18.77/hr., 10 hrs. per week
Effective Date: 09/04/2018
Joelle Sather – Administrative Assistant - Principal, Hugo Elementary
$19.26/hr., 8 hrs. per day, 206 days, $31,740.48
Effective Date: 08/13/2018
Jacob Skerletts – Pupil Support Assistant, Sunrise Park Middle School
$18.77/hr., 32.5 hrs. per week, $21,960.90
Effective Date: 09/04/2018
Christopher Swenson – Pupil Support Assistant, Central Middle School
$18.77/hr., 32.5 hrs. per week, $21,960.90
Effective Date: 09/04/2018
Ana White – Instructional Assistant, Oneka Elementary
$18.33/hr., 5.5 hrs. per day, 132 days, $13,307.58
Effective Date: 09/04/2018

- **New Personnel – Non-Affliliated**

  Kevin Klecker – Safety and Emergency Supervisor, District Center
  68,692.30 (Prorated on $76,000.00)
  Effective Date: August 6, 2018

- **New Personnel – Certified Staff**

  Franklin Axell – Science Teacher, Central Middle School
  BA+60, Step 1, $46,937.00
  Effective Date: 2018-2019 School Year
  Jesse Bennig – Special Education Teacher, WBLAHS – North Campus
  BA+45, Step 1, $51,539.00
  Effective Date: 2018-2019 School Year
  Grace Brown – Spanish Teacher, Lakeaires and Matoska Elementary
  BA, Step 5, $48,051.00
  Effective Date: 2018-2019 School Year
  Amy Canniff – .4 FTE Work Coordinator Teacher, Area Learning Center
  MA, Step 13, $30,522.40
  Effective Date: 2018-2019 School Year
  David Cauley – Explorations Teacher, Lincoln Elementary
  BA+60, Step 11, $63,420.00
  Effective Date: 2018-2019 School Year
  Tamara Dobbins – Literacy Coach, Otter Lake Elementary
  MA, Step 7, $58,094.00
  Effective Date: 2018-2019 School Year

Mark Domschot – Social Studies Teacher, WBLAHS – North and South Campus
MA+60, Step 13, $85,982.00
Effective Date: 2018-2019 School Year
Lisa Mcbride – Special Education Teacher, Central Middle School
MA, Step 3, $50,606.00
Effective Date: 2018-2019 School Year
Amanda Meyer – .8 FTE Spanish Teacher, Sunrise and Central Middle School
BA, Step 6, $39,583.20
Effective Date: 2018-2019 School Year
Ann Myers – .8 FTE Art Teacher, WBLAHS – North Campus and ALC
MA, Step 12, $56,825.60
Effective Date: 2018-2019 School Year
Janel Toussaint – .4 FTE French Teacher, WBLAHS – South
MA+30, Step 13, $31,894.80
Effective Date: 2018-2019 School Year

B. PUBLIC FORUM – No speakers

C. INFORMATION ITEMS

1. Comprehensive Facilities Planning Update - Assistant Superintendent for Finance and Operations Tim Wald introduced Paul Aplikowski, Partner, of Wold Architects and Engineers and John Huenink, Vice President and Director of Education, and Brian Hook, Director of Field Operations of Kraus-Anderson. They provided an overview of the services they provide and their roles as design team and construction manager in our comprehensive facilities review and planning. The presentation is available on the district website.

2. District of Distinction Award: Race to Reduce Partnership - Assistant Superintendent for Teaching and Learning Sara Paul reported that in July WBLAS received national recognition as a District of Distinction for our Race to Reduce Water Resource Education Initiative in Partnership with H2O for Life and with support from the MN Legislature. Present to provide information were H2O for Life Co-founder Patty Hall, H2O for Life Program Manager Judy Onufer, Extended Day representative Carrie Troske, students Rayme Nyembwe and Sophie Davis, Senator Wiger and Representative Fischer. The students described the impact of the program and their experience testifying at the Legislature.

3. Summer Career Pathway Success - Assistant Superintendent for Teaching and Learning Sara Paul reported that WBLAS continues to be recognized as a leader for developing career pathways aligned to workforce needs with four pathways: Construction, Information Technology, Manufacture and Health Care. During the summer 69 students completed internships with all but one paid internships. Present to provide information were district Career Pathways Navigators Jenny Moore and Jeremy Kerg. Sam Ebute of the MN Trades Academy provided information on the summer opportunities for students in the Construction pathway. Student Bela Larsen described her participation as one of the eight students in the Gen Z Connections program. Raj Shah of Firefly Computers hired sixteen interns participating in the Information Technology pathway. Student Danica Johnson described her experience as one of the twelve students who completed the Health Partners Career Academy. The presentation is available on the district website.

4. Superintendent's Report - Dr. Cook from the Cambria Group is here this week to continue work on the Strategic Plan with the Leadership Team and building leaders. School Supply lists are available on the district website. Information about welcome back activities is on the individual school websites. School starting dates are: Tuesday, Sep. 4 for Grades 6-12; Wednesday, Sep. 5 for Grades 1-5; Thursday, Sep. 6 for kindergarten. Senior Activities Passes are available to community members age 65 and older. Call the Superintendent's Office 651 407-7563 to request a free activity pass and District Activities Calendar. WBLAS are currently hiring a variety of positions for the 2018-19 school year and these positions can be found on the district website. Arriving in mailboxes soon will be the Community Services Fall Catalog and the 2018-19 Activities Calendar. Additional information can be found on the district website www.isd624.org

D. DISCUSSION ITEMS

1. Update on Partnership with MacPhail Center for Music Assistant Superintendent Tim Wald presented information on our partnership with the MacPhail Center for Music located at Birch Lake Elementary which provides students with a significant music experience. It also provides the opportunity for students and families of the district, as well as surrounding districts, to take lessons and participate in other programs offered by MacPhail.

2. Update on Partnership with White Bear Center for the Arts - Assistant Superintendent for Finance and Operations Tim Wald presented information on our partnership with the White Bear Center for the Arts which provides art experiences to all K-5 students.

3. Report on District-Wide Radon Test Results - Building Operations Supervisor Dan Roeser presented information on the District Radon Testing Plan required by MN Statute 123B.571.

E. OPERATIONAL ITEMS

1. Chapman moved and Newmaster seconded to approve administration recommendation to approve partnership with MacPhail Center for Music for 2018-19 school year consistent with contract. ***Roll call vote: ayes, Beloyed, Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson. Nays none. Motion carried.***

2. Ellison moved and Mullin seconded to approve the recommendation to approve the contract with the White Bear Center for the Arts for the 2018-19 school year in the amount of $85,200. ***Roll call vote: ayes, Beloyed, Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson. Nays none. Motion carried.***

3. Wilson moved and Chapman seconded to approve the one year 2018-19 individual contracts for Cabinet positions to include: Assistant Superintendent for Finance and Operations, Assistant Superintendent for Teaching and Learning, Director of Community Services and Recreation, Director of Communications and Community Relations, and Director of Technology and Innovation. ***Roll call vote: ayes, Beloyed, Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson. Nays none. Motion carried.***

4. Chapman moved and Fahey seconded to approve Policy 730, Use of Electronic Signatures to Conduct Official Business, as recommended by the Policy Committee and Cabinet. ***Voice vote: all ayes. Motion carried.***

F. **BOARD FORUM -** Chapman reported that the new 916 Quora Education Center open house will be August 15th from 2 - 6 pm

G. ADJOURNMENT - Wilson moved and Mullin seconded to adjourn the meeting at 8:42 pm.

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, August 27, 2018** 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 - Mullin called the meeting to order at 5:30 p.m.
   Roll Call - Present: Beloyed, Chapman (absent), Ellison, Fahey, Mullin, Newmaster, Wilson
   Ex-officio: Kazmierczak
   Cabinet: Cooper, Garrison, Maurer, Ouren, Paul, Vette, Wald

B. DISCUSSION ITEMS

1. TeamWorks Enrollment Report - TeamWorks International Founder Dennis Cheesebrow presented information related to the ten-year enrollment projection and the modeling process to determine the enrollment impact during the next ten years. This study considered the housing starts in the district and is a complement to the demographic report completed by Hazel Reinhardt Consulting in 2017. The presentation is available in the board packet on the district website.

2. Comprehensive Facilities Planning, Community Engagement Overview - Assistant Superintendent for Finance and Operations and Sal Bagley, Associate, of Wold Architects and Engineers reviewed the charge statement for three committees (teaching and learning spaces, community spaces, physical conditions) that will be formed to study the needs of the district and recommend a long-range facilities master plan. In addition to the charge statement, the committee application, committee meeting dates, and timeline were presented. The process is scheduled for approval at the September 10 board meeting. The presentation is available in the board packet on the district website.

3. Strategic Priorities for 2018-19 School Year - Superintendent Kazmierczak presented the School Board/District Administration Priorities for 2018-19 school year. The priorities are consistent with Phase I of the Strategic Plan with priority given to: Comprehensive facilities planning process; Elementary specialist program; Middle school program review; and Completion of site level plans that align with the District's Strategic Plan.

4. Gifted and Talented Program Overview - Sara Paul Assistant Superintendent for Teaching and Learning and Coordinator of Gifted and Talented/Student Agency David Lamwers presented an overview of the Elementary, Middle School and High School Gifted and Talented program in the context of the new Strategic Plan and Policy 513C.2. The presentation is available on the district website.

   Mullin moved and Wilson seconded to go into closed session at 7:01 p.m.. ***Roll call vote: all ayes. Motion carried.***

   Chair Mullin reconvened the closed session at 7:11 p.m.
   Board members present: Beloyed, Ellison, Fahey, Mullin, Newmaster, Wilson
   Administrators present: Superintendent Kazmierczak, Cooper, Wald

5. Negotiation Study Session - This portion of the meeting may be 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.

   The meeting continued in closed session at 7:22 p.m. Cooper and Wald left the closed session.

6. Evaluation of Superintendent -This portion of the meeting may be closed to discuss evaluation of superintendent, pursuant to Minnesota Statutes 13D.05, Subd. 2(b).

   The meeting continued in closed session at 8:06 p.m. Cooper and Attorney Waldspurger joined the closed session.

7. Discussion of Separation Agreement - This portion of the meeting is closed to receive information from the attorney, pursuant to Minnesota Statutes 13D.05 Subd. 3(b)

   The meeting went into open session at 8:25 p.m.

C. OPERATIONAL ITEM

1. Newmaster moved and Wilson seconded to approve the Separation Agreement and Release of Claims as reviewed in closed session. ***Roll Call Vote: all ayes. Motion carried.***

D. ADJOURNMENT - The meeting was adjourned at 8:26 p.m.

Submitted by: Ellen Fahey, Clerk

Consent Agenda Item A-6(b)
September 10, 2018
School Board Meeting

AGENDA ITEM:	**Monthly Check Registers**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Action Item**
CONTACT PERSON(S):	**Tim Wald, Assistant Superintendent for Finance and Operations** **Tom Wieczorek, Director of Finance**

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 - August

		8/15/2018	8/31/2018
Direct Deposit	525918-526554	512,484.58	
Direct Deposit	526555-527122		475,647.80

CHECK NUMBER	VENDOR	AMOUNT	CHECK DATE	CHECK TYPE
95071	AARON HAGEBAK, LLC	$ 385.00	8/9/2018	R
95072	AARP DRIVER SAFETY PROGRAM	$ 445.00	8/9/2018	R
95073	ACCLAIM SERVICES INC	$ 15,373.00	8/9/2018	R
95074	ANDERSON-JOHNSON ASSOC	$ 3,293.76	8/9/2018	R
95075	ALEXANDER, MIKE	$ 356.70	8/9/2018	R
95076	ALEXANDRIA AREA HIGH SCHOOL	$ 400.00	8/9/2018	R
95077	ALLSTREAM	$ 3,622.71	8/9/2018	R
95078	AMAZON	$ 166.08	8/9/2018	S
95079	AMAZON	$ 689.16	8/9/2018	S
95080	AMAZON	$ 1,842.81	8/9/2018	S
95081	AMAZON	$ 1,158.14	8/9/2018	S
95082	AMERICAN LEGION	$ 175.00	8/9/2018	R
95083	AMERICAN MESSAGING	$ 25.02	8/9/2018	R
95084	AMERIPRIDE SERVICES	$ 80.11	8/9/2018	R
95085	ASSOC OF METROPOLITAN SCHOOL DISTRICTS	$ 10,701.00	8/9/2018	R
95086	ARMSTRONG HIGH SCHOOL	$ 100.00	8/9/2018	R
95087	ASTLEFORD INTERNATIONAL TRUCKS	$ 1,983.64	8/9/2018	R
95088	ATC GROUP SERVICES LLC	$ 20,917.02	8/9/2018	R
95089	BACKUPIFY	$ 13,755.00	8/9/2018	R
95090	BARABOO HIGH SCHOOL	$ 300.00	8/9/2018	R
95091	BARTHOLD	$ 525.03	8/9/2018	R
95092	BATTERIES PLUS BULBS	$ 250.45	8/9/2018	R
95093	BEAR PATCH QUILTING CO	$ 599.00	8/9/2018	R
95094	BEHLOW, DAVID	$ 269.27	8/9/2018	R
95095	BENCHMARK EDUCATION COMPANY	$ 2,420.00	8/9/2018	R
95096	BEST BUY BUSINESS ADVANTAGE ACCT	$ 56,353.00	8/9/2018	R
95097	BIG MEDIA PRINTING	$ 4,849.63	8/9/2018	R
95098	BLAINE HIGH SCHOOL	$ 110.00	8/9/2018	R
95099	BLICK ART MATERIALS	$ 533.23	8/9/2018	R
95100	BLUE TARP FINANCIAL INC	$ 1,652.78	8/9/2018	R
95101	BLUEBIRD SCREEN PRINT	$ 238.50	8/9/2018	R
95102	BOUSQUET, JOHN	$ 25.00	8/9/2018	R
95103	BOYER TRUCKS	$ 1,865.78	8/9/2018	R
95104	BREAKDOWN SPORTS USA	$ 75.00	8/9/2018	R
95105	BURNSVILLE HIGH SCHOOL	$ 400.00	8/9/2018	R
95106	THE CAMBRIAN GROUP	$ 1,783.51	8/9/2018	R
95107	CAPITAL ONE COMMERCIAL	$ 387.87	8/9/2018	R
95108	CDW GOVERNMENT INC	$ 66,000.00	8/9/2018	R
95109	CINTAS CORP #470	$ 290.80	8/9/2018	R
95110	EDUCATIONAL RESEARCH AND DEV	$ 16,029.63	8/9/2018	R
95111	CONNEY SAFETY	$ 688.32	8/9/2018	R
95112	CONTINENTAL RESEARCH CORP	$ 3,199.01	8/9/2018	R
95113	CRAYOLA EXPERIENCE	$ 444.88	8/9/2018	R
95114	CTB INC	$ 23,736.00	8/9/2018	R
95115	CUB FOODS OF WHITE BEAR TWSHP	$ 173.72	8/9/2018	R

95116	CUMMINS NPOWER LLC	$ 5,754.13	8/9/2018	R
95117	CUP AND CONE	$ 41.17	8/9/2018	R
95118	DALCO CORPORATION	$ 30,853.45	8/9/2018	R
95119	DELL MARKETING LP	$ 51,234.88	8/9/2018	R
95120	DESIGNER SIGN SYSTEMS INC	$ 257.20	8/9/2018	R
95121	DETERS, LAURIE	$ 30.20	8/9/2018	R
95122	DISCOUNT STEEL INC	$ 3,910.50	8/9/2018	R
95123	DISCOUNT SCHOOL SUPPLY	$ 1,162.48	8/9/2018	R
95124	DOLAN, MONICA	$ 29.00	8/9/2018	R
95126	DOOR SERVICE COMPANY	$ 132,256.00	8/9/2018	R
95127	DEFINITIVE TECHNOLOGY SOLUTIONS	$ 8,548.58	8/9/2018	R
95128	EARL F ANDERSEN INC	$ 131.90	8/9/2018	R
95129	EARTH WIZARDS	$ 2,825.00	8/9/2018	R
95130	EBSCO INFORMATION SERV	$ 230.23	8/9/2018	R
95131	EGAN	$ 10,495.00	8/9/2018	R
95132	ENVIROBATE	$ 97,470.00	8/9/2018	R
95133	ENVIRONMENTAL AGRONOMICS	$ 595.00	8/9/2018	R
95134	ESCOBENDO, TITO	$ 70.00	8/9/2018	R
95135	FASTBRIDGE LEARNING	$ 28,600.00	8/9/2018	R
95137	FASTENAL COMPANY	$ 319.80	8/9/2018	R
95138	FIRST STUDENT INC	$ 3,503.41	8/9/2018	R
95139	FLAHERTY'S ARDEN BOWL	$ 418.00	8/9/2018	R
95140	FLEETPRIDE	$ 1,295.75	8/9/2018	R
95141	FLEMING, JO	$ 29.00	8/9/2018	R
95142	FLOCABULARY	$ 2,000.00	8/9/2018	R
95143	FOLLETT SCHOOL SOLUTIONS INC	$ 10,627.66	8/9/2018	R
95144	FRONTRUNNER SCREEN PRINTING	$ 644.00	8/9/2018	R
95145	GALLAGHERS NORTHWESTERN TIRE CO INC	$ 4,864.64	8/9/2018	R
95146	GIBBS FARM	$ 264.00	8/9/2018	R
95147	GOMEZ, ROBERTO	$ 70.00	8/9/2018	R
95148	GOODIN COMPANY	$ 25.94	8/9/2018	R
95149	GRAINGER	$ 5,783.49	8/9/2018	R
95150	GREAT RIVER OFFICE PRODUCTS	$ 4,834.90	8/9/2018	R
95151	GREATAMERICA FINANCIAL SERVICES	$ 368.34	8/9/2018	R
95152	HALVERSON, ZACHARY	$ 70.00	8/9/2018	R
95153	HAMMER SPORTS	$ 60.00	8/9/2018	R
95154	HANDI MEDICAL SUPPLY	$ 3,767.71	8/9/2018	R
95155	HATCH, KATHLEEN	$ 35.00	8/9/2018	R
95156	HEINEMANN	$ 10,791.00	8/9/2018	R
95157	HENSIEN, BRIAN	$ 165.00	8/9/2018	R
95158	HERITAGE FOOD SERVICE GROUP	$ 73.88	8/9/2018	R
95159	HILDI INC	$ 4,540.00	8/9/2018	R
95160	HILL MURRAY HIGH SCHOOL	$ 5,680.00	8/9/2018	R
95161	HILLER COMMERCIAL FLOORS	$ 120,555.00	8/9/2018	R
95162	HISDAHL INC	$ 30.00	8/9/2018	R
95163	HOBART SERVICE	$ 337.46	8/9/2018	R
95173	HOGLUND BUS AND TRUCK CO	$ 13,538.91	8/9/2018	R

95174	HOME DEPOT CREDIT SERVICES	$ 354.36	8/9/2018	R
95175	HOPKINS HIGH SCHOOL	$ 200.00	8/9/2018	R
95177	HOUGHTON MIFFLIN HARCOURT	$ 24,437.47	8/9/2018	R
95178	HR CERTIFICATION INSTITUTE	$ 150.00	8/9/2018	R
95179	HUBBS, KRIS	$ 6.20	8/9/2018	R
95180	HUDL	$ 9,901.00	8/9/2018	R
95181	CITY OF HUGO	$ 504,495.68	8/9/2018	R
95182	HUGO EQUIPMENT CO	$ 17.56	8/9/2018	R
95183	IDENTITYSTORES	$ 637.50	8/9/2018	R
95184	IFD	$ 4,131.70	8/9/2018	R
95185	INDIAN HILLS GOLF CLUB	$ 12,486.71	8/9/2018	R
95186	INGINA LLC	$ 4,144.00	8/9/2018	R
95187	IRONDALE HIGH SCHOOL	$ 385.00	8/9/2018	R
95188	ISD #832 MAHTOMEDI SCHOOL DIST	$ 1,321.55	8/9/2018	R
95189	IXL LEARNING	$ 4,800.00	8/9/2018	R
95190	IYAWE AND ASSOCIATES	$ 112,775.45	8/9/2018	R
95191	JAYTECH INC	$ 115.00	8/9/2018	R
95192	JOHNSON CONTROLS INC	$ 940.50	8/9/2018	R
95193	JOHNSON, SHARON	$ 573.28	8/9/2018	R
95194	KATH FUEL OIL SERVICE CO	$ 20,352.15	8/9/2018	R
95195	KEEPER GOALS	$ 326.00	8/9/2018	R
95196	KENNEDY & GRAVEN	$ 300.00	8/9/2018	R
95197	KEYSTONE INTERPRETING SOLUTIONS	$ 134.00	8/9/2018	R
95198	KIDCREATE STUDIO	$ 2,090.00	8/9/2018	R
95199	KIMBALL MIDWEST	$ 134.63	8/9/2018	R
95200	KNOCKERBALL MN LLC	$ 575.00	8/9/2018	R
95201	KONICA MINOLTA PREMIER FINANCE	$ 12,339.42	8/9/2018	R
95202	KOWITZ, MARY	$ 271.61	8/9/2018	R
95203	KRAFT CONTRACTING & MECHANICAL	$ 8,841.18	8/9/2018	R
95204	KRAMLINGER, ANDREW	$ 70.00	8/9/2018	R
95205	KRANOS CORP., DBA SCHUTT RECONDITIONING	$ 4,598.75	8/9/2018	R
95206	KREMER SERVICES LLC	$ 5,810.86	8/9/2018	R
95207	LAKE AREA FLOORING	$ 48,420.20	8/9/2018	R
95208	LAKESHORE LEARNING MATERIALS	$ 1,665.57	8/9/2018	R
95209	LAKEVILLE NORTH HIGH SCHOOL	$ 120.00	8/9/2018	R
95210	LAKEVILLE SOUTH HIGH SCHOOL	$ 320.00	8/9/2018	R
95211	LARSON ENGINEERING INC	$ 3,100.00	8/9/2018	R
95212	LEROUX, MATTHEW	$ 59.10	8/9/2018	R
95213	LIBERTY CLASSICAL ACADEMY	$ 93.11	8/9/2018	R
95214	LORENZ BUS SERVICE INC	$ 2,200.00	8/9/2018	R
95215	L T G POWER EQUIPMENT	$ 646.06	8/9/2018	R
95216	MN ASSOC OF ALTERNATIVE PROGRAMS	$ 38.00	8/9/2018	R
95217	MARCUS CINEMAS OF WISCONSIN, LLC	$ 325.44	8/9/2018	R
95218	MASA	$ 349.00	8/9/2018	R
95219	MN ASSOC OF SCH BUSINESS OFFICIALS	$ 110.00	8/9/2018	R
95220	MASE	$ 600.00	8/9/2018	R
95221	MN ASSOC OF SECONDARY SCHOOL PRINCIPALS	$ 320.00	8/9/2018	R

95222	MCCRAY EXPRESS SPORTS NETWORK	$ 338.00	8/9/2018	R
95223	MEDICARE PREMIUM COLLECTION CTR	$ 503.40	8/9/2018	R
95224	MEDTOX LABORATORIES	$ 37.40	8/9/2018	R
95225	MN ELEMENTARY SCH PRIN ASSOC	$ 2,826.00	8/9/2018	R
95226	METRO SOUND AND LIGHTING	$ 466.56	8/9/2018	R
95227	MID CITY SERVICES - INDUSTRIAL LAUNDRY	$ 18.22	8/9/2018	R
95228	MIDWEST BUS PARTS INC	$ 860.10	8/9/2018	R
95229	MINVALCO INC	$ 157.50	8/9/2018	R
95230	MN ALLIANCE WITH YOUTH	$ 46,200.00	8/9/2018	R
95231	MN DEPT OF EMPLOY & ECONOMIC	$ 2,054.86	8/9/2018	R
95232	MN HISTORICAL SOCIETY	$ 150.00	8/9/2018	R
95233	MN NURSERY & LANDSCAPE ASSOC	$ 120.00	8/9/2018	R
95234	MN PREMIER PUBLICATIONS	$ 13,703.00	8/9/2018	R
95235	MN VALLEY SCHOOL & OFFICE SUPPLY	$ 34,821.13	8/9/2018	R
95236	MOBILE RADIO ENGINEERING INC	$ 40.45	8/9/2018	R
95237	MOORHEAD MACHINERY & BOILER CO	$ 8,820.00	8/9/2018	R
95238	MOUNDS PARK ACADEMY	$ 2,225.00	8/9/2018	R
95239	MN REC & PARK ASSN (MRPA)	$ 185.00	8/9/2018	R
95240	MN SUPERINTENDENTS OFC PERSONNEL	$ 50.00	8/9/2018	R
95241	MVP & ASSOC	$ 6,030.00	8/9/2018	R
95242	MY MEDICAL CLINIC	$ 1,328.00	8/9/2018	R
95243	NAPA AUTO PARTS	$ 24.99	8/9/2018	R
95246	NARDINI FIRE EQUIPMENT CO INC	$ 4,854.38	8/9/2018	R
95247	NATL PEN COMPANY	$ 1,654.35	8/9/2018	R
95248	NIXON, CATHERINE	$ 100.00	8/9/2018	R
95249	NORTH CENTRAL TRUCK EQUIPMENT	$ 201.52	8/9/2018	R
95250	NORTH STAR BANK	$ 7,650.00	8/9/2018	R
95251	NORTHBOUND CREATIVE	$ 2,674.81	8/9/2018	R
95252	NORTHEAST METRO INTERMEDIATE DISTRICT 916	$ 60,327.36	8/9/2018	R
95253	NUTRISLICE INC	$ 5,064.00	8/9/2018	R
95254	NORTHWEST EVALUATION ASSOC	$ 78,375.00	8/9/2018	R
95256	O'REILLY AUTOMOTIVE INC	$ 173.67	8/9/2018	R
95257	ON SITE SANITATION INC	$ 1,430.67	8/9/2018	R
95258	ONENECK IT SOLUTIONS LLC	$ 525.00	8/9/2018	R
95259	ORDWAY CENTER FOR PERFORMING	$ 428.00	8/9/2018	R
95262	ORKIN INC	$ 471.61	8/9/2018	R
95263	OSSEO SENIOR HIGH SCHOOL	$ 125.00	8/9/2018	R
95264	PAI	$ 217.13	8/9/2018	R
95265	PAR INC	$ 777.60	8/9/2018	R
95266	PEARSON	$ 3,590.22	8/9/2018	R
95267	PETERSON COMPANIES INC	$ 261,807.43	8/9/2018	R
95268	PETERSON BROS ROOFING & CONST	$ 84,322.00	8/9/2018	R
95269	PITLICK, GREGORY	$ 582.05	8/9/2018	R
95270	PODS COMPLETE CAR CARE	$ 274.54	8/9/2018	R
95271	POLAR CHEVROLET MAZDA	$ 8.66	8/9/2018	R
95272	PROFESSIONAL TURF & RENOVATION	$ 2,000.00	8/9/2018	R
95273	PROVIDENCE ACADEMY	$ 175.00	8/9/2018	R

95274	RAMSEY COUNTY LEAGUE OF LOCAL GOVERNMENTS	$	250.00	8/9/2018	R
95275	REBYL SPORTS INC	$	569.50	8/9/2018	R
95276	REGENTS OF THE UNIV OF MN	$	336.00	8/9/2018	R
95277	RENAISSANCE LEARNING	$	2,420.00	8/9/2018	R
95278	THE RETROFIT COMPANIES INC	$	4,062.50	8/9/2018	R
95279	RICHTER, ANN	$	32.50	8/9/2018	R
95280	RIVER TREE SCHOOL	$	75.00	8/9/2018	R
95281	ROSEMOUNT HIGH SCHOOL	$	175.00	8/9/2018	R
95282	RUPP ANDERSON SQUIRES & WALDSPURGER PA	$	30,602.11	8/9/2018	R
95283	SAFETYFIRST PLAYGROUND SURFACING LLC	$	13,725.00	8/9/2018	R
95284	SAFEWAY DRIVING SCHOOL	$	13,545.00	8/9/2018	R
95285	SAINTS NORTH MAPLEWOOD	$	610.00	8/9/2018	R
95286	SAM'S CLUB/SYNCHRONY BANK	$	12.45	8/9/2018	S
95287	SAMACO SUPPLY	$	3,248.00	8/9/2018	R
95288	SANCHEZ, LEONEL	$	16.35	8/9/2018	R
95289	SCAN AIR FILTER INC	$	442.90	8/9/2018	R
95290	SCHINDLER ELEVATOR CORP	$	1,439.82	8/9/2018	R
95291	SCHMIDT, RACHEL	$	300.00	8/9/2018	R
95292	SCHMIT TOWING	$	312.50	8/9/2018	R
95293	SCHOOL SPECIALTY	$	168.77	8/9/2018	R
95294	SCHOOLFINANCES.COM	$	2,000.00	8/9/2018	R
95295	SEATING AND ATHLETIC FACILITY	$	20,979.00	8/9/2018	R
95296	SEESAW LEARNING INC.	$	22,950.00	8/9/2018	R
95297	SENTRY SYSTEMS INC	$	12,166.32	8/9/2018	R
95298	SOCIETY FOR HUMAN RESOURCE MGMT	$	209.00	8/9/2018	R
95299	SHRM	$	100.00	8/9/2018	R
95300	SITEONE LANDSCAPE SUPPLY	$	497.58	8/9/2018	R
95301	SCHOOL NUTRITION ASSOC (SNA)	$	2,486.00	8/9/2018	R
95302	SOUTHWEST BINDING & LAMINATING	$	184.62	8/9/2018	R
95303	SPECIALTY PROMOTIONS	$	854.25	8/9/2018	R
95304	ST CATHERINE UNIVERSITY	$	1,000.00	8/9/2018	R
95305	ST OLAF COLLEGE CROSS COUNTRY	$	200.00	8/9/2018	R
95306	STATE INDUSTRIAL PRODUCTS	$	591.78	8/9/2018	R
95307	STATE SUPPLY CO	$	4,467.62	8/9/2018	R
95308	SUBSCRIPTION SERV OF AMER INC	$	1,382.31	8/9/2018	R
95309	SUMMIT COMPANIES	$	1,353.00	8/9/2018	R
95310	SUPERIOR STRIPING INC	$	15,061.00	8/9/2018	R
95311	SUTTON RIDGE FARM TOURS, LLC	$	850.00	8/9/2018	R
95311	SUTTON RIDGE FARM TOURS, LLC	$	(850.00)	8/17/2018	V
95312	SWANK MOVIE LICENSING USA	$	551.00	8/9/2018	R
95313	SYNOVIA SOLUTIONS	$	1,551.40	8/9/2018	R
95314	TA SCHIFSKY & SONS INC	$	310,820.44	8/9/2018	R
95315	TAG LINE PRODUCTIONS INC	$	500.00	8/9/2018	R
95316	TALLY'S DOCKSIDE	$	1,053.00	8/9/2018	R
95317	TARTAN HIGH SCHOOL	$	205.00	8/9/2018	R
95318	TEACHERS DISCOVERY	$	4,782.05	8/9/2018	R
95319	TEACHING STRATEGIES LLC	$	9,998.75	8/9/2018	R

95320	TIES	$	36,288.00	8/9/2018	R
95321	TOTINO-GRACE HIGH SCHOOL	$	150.00	8/9/2018	R
95322	TR ENVIRONMENTAL CONSULTING, LLC	$	20,680.00	8/9/2018	R
95323	TRADE PRESS INC	$	1,363.56	8/9/2018	R
95324	TRI-STATE BOBCAT	$	181.50	8/9/2018	R
95325	TRIMARK	$	58,605.25	8/9/2018	R
95326	TRIO SUPPLY COMPANY	$	702.00	8/9/2018	R
95327	TRUSTED EMPLOYEES	$	825.29	8/9/2018	R
95328	TRUTHOUGHT LLC	$	57.77	8/9/2018	R
95329	TWIN CITIES TRANSPORT & RECOVERY INC	$	500.00	8/9/2018	R
95330	TWIN CITY SEED CO	$	1,213.00	8/9/2018	R
95331	UCP SEGUIN - MN	$	4,809.20	8/9/2018	R
95332	UHL CO INC	$	830.50	8/9/2018	R
95333	UNITED REFRIGERATION	$	62.56	8/9/2018	R
95334	UNIVERSITY OF MINNESOTA ATHLETICS	$	300.00	8/9/2018	R
95335	UNIVERSAL ATHLETIC	$	125.00	8/9/2018	R
95336	US DEPT OF LABOR	$	924.00	8/9/2018	R
95337	US FOODS CULINARY EQUIP & SUPPLIES	$	627.98	8/9/2018	R
95338	CITY OF VADNAIS HEIGHTS	$	3,067.69	8/9/2018	R
95339	VARSITY SPIRIT FASHIONS	$	7,601.71	8/9/2018	R
95340	VENBURG TIRE CO	$	206.22	8/9/2018	R
95341	VERIZON WIRELESS	$	1,311.47	8/9/2018	R
95342	VIKING ELECTRIC SUPPLY	$	1,277.50	8/9/2018	R
95343	WAL-MART	$	600.00	8/9/2018	R
95344	WHITE BEAR CENTER FOR THE ARTS	$	75.00	8/9/2018	R
95345	WHITE BEAR DANCE CENTER	$	2,410.00	8/9/2018	R
95346	WHITE BEAR GLASS INC	$	1,150.00	8/9/2018	R
95347	WHITE BEAR RENTAL EQUIPMENT	$	504.35	8/9/2018	R
95348	WHITE BEAR TOWNSHIP	$	107.58	8/9/2018	R
95349	WHITE BEAR LAKE AREA HISTORICAL SOCIETY	$	45.00	8/9/2018	R
95350	WHITE BEAR LAKE (CITY OF)	$	4,250.00	8/9/2018	R
95351	CITY OF WHITE BEAR LAKE	$	75.00	8/9/2018	R
95352	WHITE BEAR LAKE ROTARY CLUB	$	231.50	8/9/2018	R
95353	WHITE BEAR LAKE UMPIRES ASSN	$	2,200.00	8/9/2018	R
95354	WILCOX PAPER	$	9,969.75	8/9/2018	R
95355	WINDSTREAM	$	860.00	8/9/2018	R
95356	WL HALL COMPANY	$	5,153.09	8/9/2018	R
95357	WOLD ARCHITECTS AND ENGINEERS	$	37,430.49	8/9/2018	R
95358	WOLD, EVANGELIA	$	260.00	8/9/2018	R
95359	XCEL ENERGY	$	3,199.42	8/9/2018	R
95360	YOUNG MATHEW	$	364.00	8/9/2018	R
95361	ZAHL PETROLEUM MAINTENANCE CO	$	2,045.00	8/9/2018	R
95362	ZALLAR, CHERYL	$	50.00	8/9/2018	R
95363	ZONEONE LOCATING	$	205.40	8/9/2018	R
95364	EAGLE PRINTING	$	1,356.16	8/14/2018	R
95365	O'REILLY AUTOMOTIVE INC	$	635.57	8/14/2018	R
95366	SAWYER, ZACHARY	$	324.00	8/14/2018	R

95367	IDEAL PRINTERS	$	2,244.00	8/16/2018	R
95368	TOLZIEN, LISA	$	1,200.00	8/16/2018	R
95369	SUTTON RIDGE FARM TOURS, LLC	$	850.00	8/17/2018	R
95370	4IMPRINT INC	$	623.51	8/23/2018	R
95371	AARP DRIVER SAFETY PROGRAM	$	1,685.00	8/23/2018	R
95372	ABAMATH	$	768.00	8/23/2018	R
95373	ABBOTT PAINT & CARPET INC	$	1,889.34	8/23/2018	R
95374	AGROPUR INC	$	1,794.24	8/23/2018	R
95375	ALBOUM & ASSOC	$	324.00	8/23/2018	R
95376	ALL STRINGS ATTACHED	$	3,100.00	8/23/2018	R
95377	AMAZON	$	95.72	8/23/2018	S
95378	AMAZON	$	29.98	8/23/2018	S
95379	AMAZON	$	306.06	8/23/2018	S
95380	AMAZON	$	673.33	8/23/2018	S
95381	AMAZON	$	964.32	8/23/2018	S
95382	AMAZON	$	3,532.20	8/23/2018	S
95383	AMAZON	$	411.84	8/23/2018	S
95384	AMAZON	$	620.88	8/23/2018	S
95385	AMAZON	$	412.09	8/23/2018	S
95386	AMAZON	$	460.21	8/23/2018	S
95387	AMERICAN FLAGPOLE & FLAG CO	$	362.90	8/23/2018	R
95388	AMERICAN MESSAGING	$	50.04	8/23/2018	R
95389	AMER RED CROSS	$	112.00	8/23/2018	R
95390	AMERICAN TIME & SIGNAL CO	$	315.61	8/23/2018	R
95392	ARCADE ASPHALT CO	$	92,714.00	8/23/2018	R
95393	ASCD	$	69.00	8/23/2018	R
95394	ASL INTERPRETING SERVICES	$	240.00	8/23/2018	R
95395	BAKKEN, MADELYN	$	600.00	8/23/2018	R
95396	BARCO PRODUCTS CO	$	1,407.01	8/23/2018	R
95397	BARNETT WB CHRYSLER JEEP DODGE	$	92.92	8/23/2018	R
95398	BATTERIES PLUS BULBS	$	360.63	8/23/2018	R
95399	BEACON ATHLETICS	$	1,209.00	8/23/2018	R
95400	BEST BUY BUSINESS ADVANTAGE ACCT	$	3,553.20	8/23/2018	R
95401	BLICK ART MATERIALS	$	1,714.27	8/23/2018	R
95402	BOOKBINS	$	5,420.00	8/23/2018	R
95403	BRAUN INTERTEC CORPORATION	$	2,994.50	8/23/2018	R
95404	BSN SPORTS	$	3,798.65	8/23/2018	R
95405	CAPITAL ONE COMMERCIAL	$	727.79	8/23/2018	R
95406	CASCADE BAY	$	387.00	8/23/2018	R
95407	CHETS SHOES	$	339.28	8/23/2018	R
95408	CINTAS CORP #470	$	189.04	8/23/2018	R
95409	CMRS-FP	$	6,000.00	8/23/2018	R
95410	COBORNS DELIVERS	$	600.00	8/23/2018	R
95411	COMSTOCK & SONS INC	$	640.00	8/23/2018	R
95413	CONTINENTAL RESEARCH CORP	$	4,975.89	8/23/2018	R
95414	CRISIS PREVENTION INSTITUTE INC	$	420.00	8/23/2018	R
95415	CRAYOLA EXPERIENCE	$	132.60	8/23/2018	R

95416	CRYSTAL CAVE INC	$	419.85	8/23/2018	R
95417	CUB FOODS OF WHITE BEAR TWSHP	$	253.76	8/23/2018	R
95418	CULINEX	$	53.53	8/23/2018	R
95419	CULLIGAN BOTTLED WATER	$	77.60	8/23/2018	R
95420	CUMMINS NPOWER LLC	$	4,326.72	8/23/2018	R
95421	DAKOTA TRUCK UNDERWRITERS	$	47,829.00	8/23/2018	R
95422	DITTEL, JACOB	$	580.00	8/23/2018	R
95423	DOMINOS PIZZA	$	568.43	8/23/2018	R
95424	EARL F ANDERSEN INC	$	459.85	8/23/2018	R
95425	EARTH WIZARDS	$	1,255.00	8/23/2018	R
95426	EDUCATIONAL TESTING SERVICE	$	550.00	8/23/2018	R
95428	FASTENAL COMPANY	$	1,221.51	8/23/2018	R
95429	FIRST STUDENT INC	$	61,333.69	8/23/2018	R
95430	FOLLETT SCHOOL SOLUTIONS INC	$	434.55	8/23/2018	R
95431	FRATTALONES HARDWARE STORES	$	1,131.21	8/23/2018	R
95432	GOERS, LINDA	$	1,022.00	8/23/2018	R
95433	GOLDCOM INC	$	439.20	8/23/2018	R
95434	GOODIN COMPANY	$	2.10	8/23/2018	R
95435	GOPHER	$	1,409.48	8/23/2018	R
95436	GOPHER STAGE LIGHTING	$	9,372.19	8/23/2018	R
95437	GRAINGER	$	400.20	8/23/2018	R
95438	GREAT RIVER OFFICE PRODUCTS	$	171.66	8/23/2018	R
95439	H2OK SOLUTIONS	$	13,200.00	8/23/2018	R
95440	HALO TRANSPORTATION	$	2,760.00	8/23/2018	R
95441	HEALTHPARTNERS	$	328,702.96	8/23/2018	R
95442	HEINEMANN	$	4,182.00	8/23/2018	R
95443	HERC-U-LIFT	$	878.56	8/23/2018	R
95444	HERITAGE FOOD SERVICE GROUP	$	38.29	8/23/2018	R
95445	HIAWATHA HOMECARE	$	1,848.75	8/23/2018	R
95446	HILLER COMMERCIAL FLOORS	$	11,125.00	8/23/2018	R
95447	HISDAHL INC	$	157.50	8/23/2018	R
95450	HOGLUND BUS AND TRUCK CO	$	2,417.31	8/23/2018	R
95451	HOUGHTON MIFFLIN HARCOURT	$	1,781.89	8/23/2018	R
95452	IFD	$	5,766.70	8/23/2018	R
95453	IMEDECS	$	800.00	8/23/2018	R
95454	INGINA LLC	$	2,400.00	8/23/2018	R
95455	INNOVATIVE OFFICE SOLUTIONS	$	735.00	8/23/2018	R
95456	ISD #281 ROBBINSDALE AREA SCHOOLS	$	6,058.00	8/23/2018	R
95457	ISD #621 MOUNDS VIEW SCHOOL DISTRICT	$	2,513.76	8/23/2018	R
95458	ISD #625 ST PAUL PUBLIC SCHOOLS	$	22,302.82	8/23/2018	R
95459	IYAWE AND ASSOCIATES	$	61,542.43	8/23/2018	R
95460	J & D PROPERTIES	$	512.84	8/23/2018	R
95461	J.R.'S ADVANCED RECYCLERS	$	445.00	8/23/2018	R
95462	JIMMY JOHNS #3450	$	48.33	8/23/2018	R
95463	JOHNSON CONTROLS INC	$	2,910.50	8/23/2018	R
95464	JW PEPPER & SON INC	$	761.99	8/23/2018	R
95465	KIDCREATE STUDIO	$	243.00	8/23/2018	R

95466	KOLLER, DANIEL	$	580.00	8/23/2018	R
95468	KRAFT CONTRACTING & MECHANICAL	$	11,007.86	8/23/2018	R
95469	KULLY SUPPLY COMPANY	$	591.88	8/23/2018	R
95470	LAJ CONSULTING, LLC	$	1,000.00	8/23/2018	R
95471	LAKE AREA FLOORING	$	7,793.00	8/23/2018	R
95472	LAKESHORE LEARNING MATERIALS	$	7,417.67	8/23/2018	R
95473	LANGERS	$	6,568.07	8/23/2018	R
95474	LANGUAGE LINE SERVICES	$	54.76	8/23/2018	R
95475	LANGUAGE TESTING INTL	$	220.00	8/23/2018	R
95476	LETOURNEAU, MIKE	$	64.00	8/23/2018	R
95477	LIGHT SWITCH	$	5,593.00	8/23/2018	R
95478	L T G POWER EQUIPMENT	$	569.00	8/23/2018	R
95479	MAD SCIENCE OF MINNESOTA	$	1,568.00	8/23/2018	R
95480	MADISON NATIONAL LIFE	$	35,341.50	8/23/2018	R
95481	MALLOY/MONTAGUE/KARNOWSKI & CO	$	10,500.00	8/23/2018	R
95482	MARCUS CINEMAS OF WISCONSIN, LLC	$	321.90	8/23/2018	R
95483	MN ASSOC OF SCHOOL MAINTENANCE SUPV	$	355.00	8/23/2018	R
95484	MCDONOUGH'S WATERJETTING AND	$	653.70	8/23/2018	R
95485	METRO MEALS ON WHEELS INC	$	6,251.50	8/23/2018	R
95486	MID CITY SERVICES - INDUSTRIAL LAUNDRY	$	201.40	8/23/2018	R
95487	MIDWEST BUS PARTS INC	$	258.00	8/23/2018	R
95488	MILLER, STEVE	$	50.00	8/23/2018	R
95489	MINVALCO INC	$	67.00	8/23/2018	R
95490	MN ASSOC OF HONOR SOCIETIES	$	50.00	8/23/2018	R
95491	MN HISTORICAL SOCIETY	$	150.00	8/23/2018	R
95492	MN PREMIER PUBLICATIONS	$	1,031.00	8/23/2018	R
95493	MINNESOTA REVENUE	$	42.65	8/23/2018	R
95494	MN STATE HIGH SCHOOL LEAGUE	$	3,533.00	8/23/2018	R
95495	MN ZOO	$	617.00	8/23/2018	R
95496	MOBILE RADIO ENGINEERING INC	$	40.45	8/23/2018	R
95497	MY MEDICAL CLINIC	$	820.00	8/23/2018	R
95498	NAC MECHANICAL & ELECTRICAL SERV	$	5,000.00	8/23/2018	R
95499	NAPA AUTO PARTS	$	65.52	8/23/2018	R
95500	NASCO	$	28.80	8/23/2018	R
95501	NCPERS MINNESOTA	$	160.00	8/23/2018	R
95502	NELCO	$	258.40	8/23/2018	R
95504	NORTH CENTRAL BLUE BIRD BUS SALES	$	4,414.82	8/23/2018	R
95505	NORTH STAR BANK	$	7,650.00	8/23/2018	R
95506	NORTHBOUND CREATIVE	$	170.00	8/23/2018	R
95507	NORTHEAST METRO INTERMEDIATE DISTRICT 916	$	11,992.38	8/23/2018	R
95508	O'REILLY AUTOMOTIVE INC	$	282.98	8/23/2018	R
95509	OFFICE DEPOT	$	216.83	8/23/2018	R
95510	ON SITE SANITATION INC	$	2,383.09	8/23/2018	R
95511	ORDWAY CENTER FOR PERFORMING	$	1,264.00	8/23/2018	R
95512	ORKIN INC	$	14,825.03	8/23/2018	R
95513	OXYGEN SERVICE CO INC	$	11.78	8/23/2018	R
95514	PELCO CONSTRUCTION LLC	$	47,784.00	8/23/2018	R

95515	PETERSON BROS ROOFING & CONST	$	1,815.93	8/23/2018	R
95516	PIONEER MANUFACTURING CO	$	2,494.95	8/23/2018	R
95517	POLAR ELECTRO INC	$	558.16	8/23/2018	R
95518	POLAR CHEVROLET MAZDA	$	62.76	8/23/2018	R
95519	POSSEHL, KIRK	$	375.00	8/23/2018	R
95520	PRAXAIR DISTRIBUTION INC	$	29.17	8/23/2018	R
95521	PRESS PUBLICATIONS	$	118.00	8/23/2018	R
95522	RAMSEY COUNTY	$	34,203.00	8/23/2018	R
95523	REPUBLIC SERVICES #899	$	4,159.79	8/23/2018	R
95524	ROETTGER, DORIS	$	62.26	8/23/2018	R
95525	ROOF SPEC INC	$	3,600.00	8/23/2018	R
95526	RUPP ANDERSON SQUIRES & WALDSPURGER PA	$	13,829.15	8/23/2018	R
95527	RYDIN DECAL	$	1,448.86	8/23/2018	R
95528	SAFEWAY DRIVING SCHOOL	$	9,450.00	8/23/2018	R
95529	SAVAGE, TODD PHD	$	300.00	8/23/2018	R
95530	SCHINDLER ELEVATOR CORP	$	642.93	8/23/2018	R
95531	SCHMITT MUSIC COMPANY	$	14,942.00	8/23/2018	R
95532	SCHOEBERLEIN, TATE	$	750.00	8/23/2018	R
95533	SCHOLASTIC BOOK FAIRS	$	1,440.49	8/23/2018	R
95534	SCHOLASTIC READING CLUB	$	188.00	8/23/2018	R
95535	SCHOOL FIX CATALOG	$	276.14	8/23/2018	R
95536	SCHUELLER, JAY	$	900.00	8/23/2018	R
95537	SEEVER, GRAY	$	160.00	8/23/2018	R
95538	SHRED-IT USA - MINNEAPOLIS	$	482.24	8/23/2018	R
95539	SITEONE LANDSCAPE SUPPLY	$	107.33	8/23/2018	R
95540	SOLDOW, CALVIN	$	100.80	8/23/2018	R
95541	SPIRITLINE	$	119.10	8/23/2018	R
95545	STAPLES ADVANTAGE	$	1,935.11	8/23/2018	R
95546	STATE OF FUN	$	3,700.00	8/23/2018	R
95547	STATE CHEMICAL MANUF CO	$	466.18	8/23/2018	R
95548	STOREY, JESSIE	$	130.50	8/23/2018	R
95549	SUMMIT COMPANIES	$	535.00	8/23/2018	R
95550	SURPLUS SERVICES	$	501.00	8/23/2018	R
95551	SYNCHRONY BANK	$	310.61	8/23/2018	R
95552	TA SCHIFSKY & SONS INC	$	50.90	8/23/2018	R
95553	TAG LINE PRODUCTIONS INC	$	500.00	8/23/2018	R
95554	TALLY'S DOCKSIDE	$	690.00	8/23/2018	R
95555	TIME FOR KIDS	$	373.67	8/23/2018	R
95556	TOKAY, KELLY	$	57.20	8/23/2018	R
95557	TORIS PRECIOUS PETS	$	225.00	8/23/2018	R
95558	TOWN LIFE	$	1,215.00	8/23/2018	R
95559	TRADE PRESS INC	$	874.00	8/23/2018	R
95560	TRI-STATE BOBCAT	$	376.46	8/23/2018	R
95561	TRIO SUPPLY COMPANY	$	388.68	8/23/2018	R
95562	TUSA, COLLEEN	$	125.00	8/23/2018	R
95563	TWIN CITY JANITOR SUPPLY CO	$	4,512.00	8/23/2018	R
95564	TWIN CITY TRANSPORTATION INC	$	20,860.50	8/23/2018	R

95566	US FOODS CULINARY EQUIP & SUPPLIES	$	360.52	8/23/2018	R
95567	VERLEY, MICHELLE	$	23.65	8/23/2018	R
95568	VOYAGER SOPRIS LEARNING	$	5,691.22	8/23/2018	R
95569	VROC	$	1,500.00	8/23/2018	R
95570	WALSWORTH PUBLISHING CO	$	3,599.44	8/23/2018	R
95571	WHITE BEAR GLASS INC	$	94.00	8/23/2018	R
95572	WHITE BEAR RENTAL EQUIPMENT	$	139.32	8/23/2018	R
95573	WHITE BEAR AREA YMCA	$	2,012.50	8/23/2018	R
95574	WHITE BEAR LAKE AREA HISTORICAL SOCIETY	$	485.00	8/23/2018	R
95576	WHITE BEAR LAKE (CITY OF)	$	10,191.03	8/23/2018	R
95577	WEST MUSIC COMPANY	$	45.00	8/23/2018	R
95578	WILCOX PAPER	$	2,517.84	8/23/2018	R
95579	WILD MOUNTAIN	$	2,280.85	8/23/2018	R
95580	WORTHLEY, SUZANNE	$	252.00	8/23/2018	R
95581	XTREME	$	583.00	8/23/2018	R
95582	YOUTH ENRICHMENT LEAGUE	$	5,887.50	8/23/2018	R
95583	AMAZON	$	439.74	8/23/2018	R
95584	BSN SPORTS	$	1,897.18	8/23/2018	R
95585	CUSTOM SHADES LLC	$	2,280.00	8/24/2018	R
95586	IUOE LOCAL 70	$	1,201.14	8/27/2018	R
95587	RAUSCH, STURM, ISRAEL,	$	194.16	8/27/2018	R
95588	SCHOOL SERVICE EMPLOYEES	$	213.29	8/27/2018	R
95589	US DEPT OF EDUCATION	$	128.39	8/27/2018	R
95590	IUOE LOCAL 70	$	1,201.14	8/27/2018	R
95591	RAUSCH, STURM, ISRAEL,	$	209.82	8/27/2018	R
95592	SCHOOL SERVICE EMPLOYEES	$	761.24	8/27/2018	R
95593	US DEPT OF EDUCATION	$	126.33	8/27/2018	R
9990687	BMO	$	19,721.61	8/15/2018	R
9990690	AIG	$	1,357.00	8/15/2018	R
9990691	AMERICAN FUNDS	$	14,627.70	8/15/2018	R
9990692	AMERICAN UNITED LIFE	$	8,500.00	8/15/2018	R
9990693	AMERIPRISE FINANCIAL SERVICES	$	1,746.45	8/15/2018	R
9990694	AXA EQUITABLE	$	3,717.34	8/15/2018	R
9990695	EDUCATION MN ESI BILLING TRUST	$	4,507.38	8/15/2018	R
9990701	INTERNAL REVENUE SERVICE	$	169,859.12	8/15/2018	R
9990702	METROPOLITAN LIFE	$	305.43	8/15/2018	R
9990703	MN DEPT OF HUMAN SERVICES	$	803.00	8/15/2018	R
9990704	MN DEPT OF REVENUE	$	27,609.34	8/15/2018	R
9990705	MN STATE RETIREMENT	$	2,001.54	8/15/2018	R
9990706	PUBLIC EMP RETIREMENT ASSOC	$	58,434.78	8/15/2018	R
9990707	TEACHERS RETIREMENT ASSOC	$	44,956.76	8/15/2018	R
9990708	VANGUARD SMALL BUSINESS SERVICES	$	4,956.58	8/15/2018	R
181900012	ACKERKNECHT, CATHYANN	$	105.87	8/9/2018	A
181900013	ANDERSON, JON	$	1,119.23	8/9/2018	A
181900014	ASPER, STEVEN	$	1,290.49	8/9/2018	A
181900015	BERTELSEN, CHERYL	$	33.25	8/9/2018	A
181900016	COOK, TRACY	$	155.49	8/9/2018	A

181900017	GRADY, LORI	$	73.03	8/9/2018	A
181900018	HASAPOPOULOS, MARY	$	180.62	8/9/2018	A
181900019	JENDERNY, JILL	$	8,254.63	8/9/2018	A
181900020	JOHNSON, DAVID	$	54.50	8/9/2018	A
181900021	KENTFIELD, KELLY	$	19.62	8/9/2018	A
181900022	LEONARD, BRIAN	$	921.00	8/9/2018	A
181900023	LOCKWOOD, ANDREW	$	57.77	8/9/2018	A
181900024	MASSA, JAYMI	$	100.00	8/9/2018	A
181900025	MOORE, JENNIFER	$	38.15	8/9/2018	A
181900026	MURPHY, MOLLY	$	72.00	8/9/2018	A
181900027	PERCIVAL, PATRICIA	$	95.00	8/9/2018	A
181900028	PIERRE, CHRISTINA	$	459.53	8/9/2018	A
181900029	PONTIOUS, JODY	$	550.00	8/9/2018	A
181900030	ROTH, TREVOR	$	39.41	8/9/2018	A
181900031	STOFFEL, JAMES	$	99.96	8/9/2018	A
181900032	BAHE, CONNETTE	$	99.74	8/23/2018	A
181900033	BERGLIN, ALLISON	$	39.50	8/23/2018	A
181900034	CANNIFF, AMY	$	79.57	8/23/2018	A
181900035	CUNNINGHAM, ANGELA	$	105.87	8/23/2018	A
181900036	DERBY, SARA	$	93.12	8/23/2018	A
181900037	ENGSTRAN, PAUL	$	65.00	8/23/2018	A
181900038	FINKE, CARLA	$	33.47	8/23/2018	A
181900039	GILLESPIE, ALISON	$	42.00	8/23/2018	A
181900040	GRITZMACHER, SHAWN	$	42.50	8/23/2018	A
181900041	GROSSMAN, THOMAS	$	14.72	8/23/2018	A
181900042	GRUN, SUSAN	$	43.00	8/23/2018	A
181900043	HEALY, JASON	$	260.15	8/23/2018	A
181900044	HYLEN, JENNIFER	$	51.34	8/23/2018	A
181900045	KELLEY, DEBRA	$	169.23	8/23/2018	A
181900046	KERBAGE, STEPHANIE	$	218.00	8/23/2018	A
181900047	KERG, JEREMY	$	405.79	8/23/2018	A
181900048	KROCAK, NANCY	$	420.44	8/23/2018	A
181900049	LACASSE, KIM	$	39.25	8/23/2018	A
181900050	MOOS, CATHERINE	$	66.84	8/23/2018	A
181900051	MUNDELL, GERALD	$	321.06	8/23/2018	A
181900052	MUNDELL, KARLA	$	54.50	8/23/2018	A
181900053	OSWALD, NICOLE	$	123.01	8/23/2018	A
181900054	PETERSON, SCOTT	$	60.00	8/23/2018	A
181900055	PIERRE, CHRISTINA	$	1,890.46	8/23/2018	A
181900056	SANDERS, MALORIE	$	130.00	8/23/2018	A
181900057	SCHOUVIELLER, LORI	$	219.00	8/23/2018	A
181900058	SCHULTE, DARRELL	$	613.82	8/23/2018	A
181900059	SIEBENALER, KEVIN	$	60.00	8/23/2018	A
181900060	SMITH, JAMES	$	46.12	8/23/2018	A
181900061	STEADLAND, KEITH	$	155.46	8/23/2018	A
181900062	SVIR, SARA	$	101.86	8/23/2018	A
181900063	WARD, SIAN	$	10.56	8/23/2018	A

181900064	WILLEY, JEFFERY	$ 9.98	8/23/2018	A
181900065	HASAPOPOULOS, MARY	$ 11.97	8/24/2018	A

Consent Agenda Item A-6(d)
September 10, 2018
School Board Meeting

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: **September 10, 2018**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for Finance and Operations and Tom Wieczorek, Director of Finance**

Donation	Donor	Recipient
$18,595.56 for the WBL Middle School Wrestling Program.	Anonymous	Community Services and Recreation Department
$20 in memory of Dolores McChesney	Patricia Schwietz	White Bear Lake Area School District
$200	Margaret Howard	White Bear Lake Area School District
$40 in memory of Pat McChesney	James and Merideth Chelberg	White Bear Lake Area School District
$20 in memory of Carole Fargo and Pat McChesney	Donald and Margaret Talbot	White Bear Lake Area School District
$300 for the Boys' Cross Country Team	Wilson Family Chiropractic	White Bear Lake Area High School – South Campus
$300 for Girls' Cross Country Team	Wilson Family Chiropractic	White Bear Lake Area High School – South Campus
$400 for Boys' Football Team	Wilson Family Chiropractic	White Bear Lake Area High School – South Campus
School Supplies	Paula Delesha	Birch Lake Elementary School
$200 for a Water Cooler	Raymond and Anne Smith	Birch Lake Elementary School
$500 for Writing Center	Wendy Nelson	White Bear Lake Area High School – South Campus
$150 for Girls' Cross Country Team	Jetson	White Bear Lake Area High School – South Campus
Seventy-nine (79) additional backpacks with school supplies. Total received 256	Community of Grace Lutheran Church	White Bear Lake Area School District

RECOMMENDATION: Accept donations.

Consent Agenda Item 5-e
September 10, 2018
School Board Meeting

AGENDA ITEM: **Field Trip Requests**

MEETING DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Consent Agenda**

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

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

Date of Trip and Destination	Requesting Staff Member	Grade/ Team	Number of School Days Missed	Number of Students Attending	Total Cost per Student and Source of Revenue	Means of Transportation	Purpose of Field Trip
October 10-11, 2018 STARS Leadership Conference; Lake Beauty Camp, Swanville, MN	Laura Watters Nelda Henderson	ALC	1.5	6	Total Cost per Student: $20 Total Cost: $160.00 Source of Revenue: Perkins Funds & Student Activity Funds	School Van	Students will be introduced to the MAAP STARS program and participate in leadership and team building conference sessions as well as beginning planning for this year's STARS program at WBL ALC.
October 23-26, 2018 Audubon Center of the North Woods, Sandstone, MN	Laura Watters & John Forestell	ALC	4	18	Total Cost per Student: $50.00 Total Cost: $900.00 Source of Revenue: Personal Funds and/or Fundraisers	Bus	Students will learn about the natural world enabling them to form a connection with and commitment to the environment through experiential learning. They will participate in a stewardship day including service learning.

April 24-27, 2019 or April 15-19, 2019 Audubon Center of the North Woods, Sandstone, MN	Laura Watters & John Forestell	ALC	4	18	Total Cost per Student: $50.00 Total Cost: $900.00 Source of Revenue: Personal Funds and/or Fundraisers	Bus	Students will learn about the natural world enabling them to form a connection with and commitment to the environment through experiential learning. They will participate in a stewardship day including service learning.
May 9-10, 2019 MAAP STARS Spring Events Conference	Laura Watters & 1 other licensed staff	ALC	2	8	Total Cost per Student: $40 Total Cost: $1,675 Source of Revenue: Perkins funds and student activity funds	School Van	Students demonstrate career, leadership, employment, life, and interpersonal skills in a conference/competition setting.

Recommendation: The administration recommends the School Board approve these field trips.

Consent Agenda Item A-6(f)
September 10, 2018
School Board Meeting

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-6(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-6(f).

September 10, 2018

INDEPENDENT SCHOOL DISTRICT NO.624
Department of Human Resources

RESIGNATION/TERMINATION – CLASSIFIED STAFF

ALEXANDER BISHOP – Pupil Support Assistant, WBLAHS – North Campus
Employed by District 624 since 09/05/2017
Effective Date: 08/08/2018

SHERRY BOGENHOLM – Regular Part-Time Cook, Sunrise Park Middle School
Employed by District 624 since 09/07/1993
Effective Date: 08/13/2018

LORI FELTON – Pupil Support Assistant, Central Middle School
Employed by District 624 since 08/21/2017
Effective Date: 08/15/2018

ANNE MANKE – Full-Time Cook, WBLAHS – North Campus
Employed by District 624 since 09/04/2001
Effective Date: 10/01//2018

SARA ROUTE – Pupil Support Assistant, Central Middle School
Employed by District 624 since 08/21/2017
Effective Date: 08/27/2018

BENJAMIN SMITH – Part-Time Cook, Central Middle School
Employed by District 624 since 03/19/2018
Effective Date: 06/06/2018

ASHLEY VANDERBITL – Program Assistant Leader, Lincoln Elementary
Employed by District 624 since 01/31/2012
Effective Date: 09/05/2018

RESIGNATION/TERMINATION – NON-AFFILLIATED

LUIS ALVARADO-VALDEZ – Campus Security, South Campus
Employed by District 624 since 09/16/2016
Effective Date: 06/07/2018

DANIELLE BARKLEY – ESCE Supervisor, Normandy Park
Employed by District 624 since 08/08/2011
Effective Date: 08/24/2018

AARON KANGAS – Campus Security, Central Middle School
Employed by District 624 since 09/28/2015
Effective Date: 06/07/2018

JAYMI MASSA – Activity Leader, Oneka Elementary
Employed by District 624 since 12/15/1997
Effective Date: 08/30/2018

RETIREMENT – CLASSIFIED STAFF

SUSAN GRUN – Full-Time Cook, WBLAHS – South Campus
Employed by District 624 since 11/01/1993
Effective Date: 02/01/2019

CHANGE OF ASSIGNMENT – CLASSIFIED STAFF

SHAQUINTA COLEMAN-MOORE – From Pupil Support Assistant, 6.5 hrs. per day, WBLAHS – North Campus To Student Supervisor, 8.0 hrs. per day, Sunrise Middle School
Effective Date: 09/04/2018

MELANIE CRAWLEY – Pupil Support Assistant, WBLAHS – North Campus
From 5.25 hrs. per day To 6.5 hrs. per day
Effective Date: 09/04/2018

NANCY RAUSCH – Pupil Support Assistant, Lincoln Elementary
From 4.0 hrs. per day To 3.25 hrs. per day
Effective Date: 09/04/2018

ELIZABETH ROBERTS – Pupil Support Assistant, Lincoln Elementary
From 6.5 hrs. per day To 3.25 hrs. per day
Effective Date: 09/04/2018

NICOLE SCHAFFER – Pupil Support Assistant, Lakeaires Elementary
From 5.66 hrs. per day To 6.5 hrs. per day
Effective Date: 09/04/2018

CHANGE OF CLASSIFICATION – CLASSIFIED STAFF

KELLI ORBELL – From Pupil Support Assistant, Paraprofessional Unit
To Administrative Assistant – Associate Principal-Scheduler, Clerical Unit
$20.03 per hour, 8 hrs. per day, 215 days
Effective Date: 08/06/2018

EXTRA ASSIGNMENT – CERTIFIED STAFF

RYAN WERDON – .1 FTE Choir Teacher, Central Middle School
BA, Step 9, $5,306.80
Effective Date: 2018-2019 School Year

NEW PERSONNEL – CLASSIFIED STAFF

ASHLIE ANZEL – Admin. Asst. Community Education and Recreation, District Center
$19.26/hr., 40 hrs. per week, $32,973.12
Effective Date: 09/04/2018

STEVEN DOUGHERTY – Pupil Support Assistant, WBLAHS – North Campus
$18.77/hr., 32.5 hrs. per week, $21,960.90
Effective Date: 09/04/2018

MATT KELLY – Instructional Assistant, Otter Lake Elementary
$18.33/hr., 32.5 hrs. per week, $21,446.10
Effective Date: 09/07/2018

CARLY LIBBY – Pupil Support Assistant, Transition Education Center
$18.77/hr., 30 hrs. per week, $20,271.60
Effective Date: 09/04/2018

DAWN NELSON – Part-Time Cook, WBLAHS – North Campus
$15.09/hr., 18.75 hrs. per week, $10,185.75
Effective Date: 09/04/2018

ABBY MAAS – Instructional Assistant, Lincoln Elementary
$18.33/hr., 32.5 hrs. per week, $21,326.95
Effective Date: 09/04/2018

SARAH NEWKIRK – Pupil Support Assistant, Central Middle School
$18.77/hr., 32.5 hrs. per week, $21,960.90
Effective Date: 09/04/2018

EMMA PERREIRA – Pupil Support Assistant, Central Middle School
$18.77/hr., 32.5 hrs. per week, $21,960.90
Effective Date: 09/04/2018

RACHEL SAMS – Part-Time Cook, Central Middle School
$15.09/hr., 18.75 hrs. per week, $10,185.75
Effective Date: 09/04/2018

NICHOLAS SAUER – Pupil Support Assistant, WBLAHS – North Campus
$18.77/hr., 32.5 hrs. per week, $21,960.90
Effective Date: 09/04/2018

KATELYN SMITH – Pupil Support Assistant, Willow Lane Elementary
$18.77/hr., 32.5 hrs. per week, $21,960.90
Effective Date: 09/04/2018

BREANNA ZEEB – Pupil Support Assistant, Otter Lake Elementary
$18.77/hr., 20.0 hrs. per week, $13,439.32
Effective Date: 09/04/2018

NEW PERSONNEL – NON-AFFLILIATED

HALA ASAMARAI – Dean of Students, Sunrise Park Middle School
$85,680.10
Effective Date: August 27, 2018

JENNIFER BABIASH – Secondary Teaching and Learning Coordinator, District Center
$78,750.00(Pro-Rated on $97,500.00)
Effective Date: September 10, 2018

CHELSEA HALSETH – Bear Fundamentals Lead Instructor, Lakeaires
$17.34 per hr., 8 hrs. per day, 194 days
Effective Date: August 27, 2018

NEW PERSONNEL – CERTIFIED STAFF

HEATHER BERRY – Intervention Teacher, Lakeaires Elementary
BA, Step 6, $49,479.00
Effective Date: 2018-2019 School Year

JULIE FULTON – Special Education Teacher, WBLAHS – North Campus
MA+60, Step 5, $58,839.00
Effective Date: 2018-2019 School Year

LINDSEY HOLZ – 1.0 FTE Grade 3 Teacher, Oneka Elementary
BA, Step 5, $48,051.00
Effective Date: 2018-2019 School Year

DANIEL LEMKE – Special Education Teacher, Transition Education Center
MA, Step 8, $61,025.00
Effective Date: 2018-2019 School Year

GUILLERMO MALDONAGO PEREZ – Peer Reviewer, District Wide
MA+60, Step 11, $75,453.00
Effective Date: 2018-2019 School Year

MATTHEW MEUWISSEN – .9 FTE Physical Ed./DAPE Teacher, Several Elementary Schools
BA, Step 1, $38,979.00
Effective Date: 2018-2019 School Year

ELIZABETH SCHREIER – .8 FTE FACS Teacher, Sunrise Park Middle School
MA+15, Step 5, $44,329.60
Effective Date: 2018-2019 School Year

JENNIFER TANTTU – .6 FTE Licensed School Nurse, WBLAHS – South Campus
BA, Step 4, $27,912.00
Effective Date: 2018-2019 School Year

RYAN WERDON – 1.0 FTE Choir Teacher, Central Middle School
BA, Step 9, $53,068.00
Effective Date: 2018-2019 School Year

MARK ZANGARA – .6 FTE American Sign Language Teacher, WBLAHS – North Campus
MA, Step 13, $45,783.60
Effective Date: 2018-2019 School Year

LONG TERM SUBSTITUTE – CERTIFIED STAFF

JACLYN ZAKRZEWSKI – 1.0 FTE Intervention Teacher, Oneka Elementary
BA, Step 3, $44,984.00
Effective Date: 2018-2019 School Year

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 C-1
September 10, 2018
School Board Meeting

AGENDA ITEM: **Opening School Report**

MEETING DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Information Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Superintendent**

BACKGROUND:

At Monday evening's School Board meeting, members of the Leadership Team will highlight work done this summer and through the final days before school began to help students, staff, and families get off to a good start. District programs and services will be highlighted at the meeting.



2018-19 Opening School Report



- Teaching & Learning
- Operations
- Student Support Services
- Technology & Innovation
- Human Resources
- Community Services
- Communications & Community Relations

Teaching & Learning Updates

Elementary

Grades 1-5 Welcome Back Conference

Kindergarten Orientation







Middle School

Supporting Student Transitions



Family Engagement



High School

Supporting Student Transitions



Family Engagement



Operations Updates

Facilities

Project Update:

- Normandy Park/Senior Center Parking Lot
- Central/North Campus Tennis Courts
- Various Roofing, Flooring, Lighting, Window, Painting, Security Improvements,etc.
- Custodial, Maintenance, and Grounds work





Nutrition



- Local Foods
  - Rainbow Cauliflower
  - Delicata Squash
  - Rainbow Carrots & Parsnips
  - Watermelon Radish

- Expanded Second Chance Breakfast
- New Equipment
  - Robot Coupes
  - Dishwashers
- Menu Specialist







Transportation

New Equipment

- We have added three new buses to the fleet this year.
- 1 Regular 84 passenger buses.
- 2 Special transportation buses







Student Support Services Updates

Extended School Year (ESY)



Extended School Year (ESY) provided instruction to students who demonstrate a need for summer services as determined by the IEP team. During the summer of 2018, ESY services were provided to 170 preK-age 21 students.

Community Helpers and Safety at ESY





Students at Otter Lake Elementary had an opportunity to visit with Deputy Mary Bergstrom of the Ramsey County Sheriff's Office. Students learned about safety, community helpers, and all the ways that law enforcement keep us safe in our community.

Structured Teach Training





NE Metro 916 provided training to special education teachers and paraprofessionals around creating predictable structures, routines, and systems that all work together to support the needs of diverse learners and increase student independence.

PACER CENTER
CHAMPIONS FOR CHILDREN WITH DISABILITIES®

All paraprofessionals were invited to attend the PACER Symposium. Topics included:

- Understanding and Managing your Child and the Internet
- Behavioral Concerns: Sorting Social Behavior Concerns from Mental Health Symptoms
- Social Emotional Competence: Bringing Out the Best in Every Child

The ***PACER Symposium*** is designed to enhance awareness and identify strategies for responding to mental health disabilities in children and young adults.



Technology & Innovation Updates

Phone System



Summer Workers

21 **S**tudent **W**orkers

200 **T**ablets

120 **D**esktops

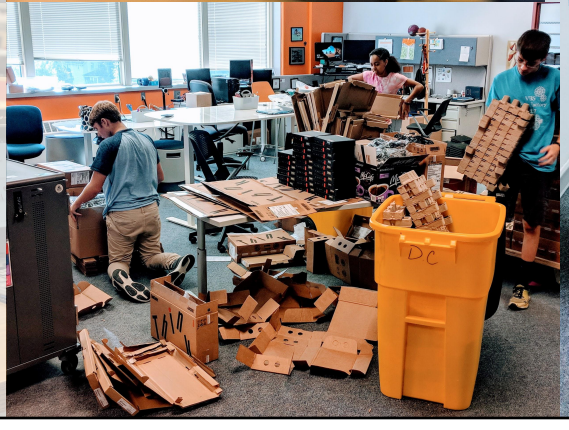
1065 **P**hones

2200 **N**ew **C**hromebooks
(9th & 10th touch screens)

1800 17-18 **C**hromebooks

30 **D**isplays







Innovation Camp

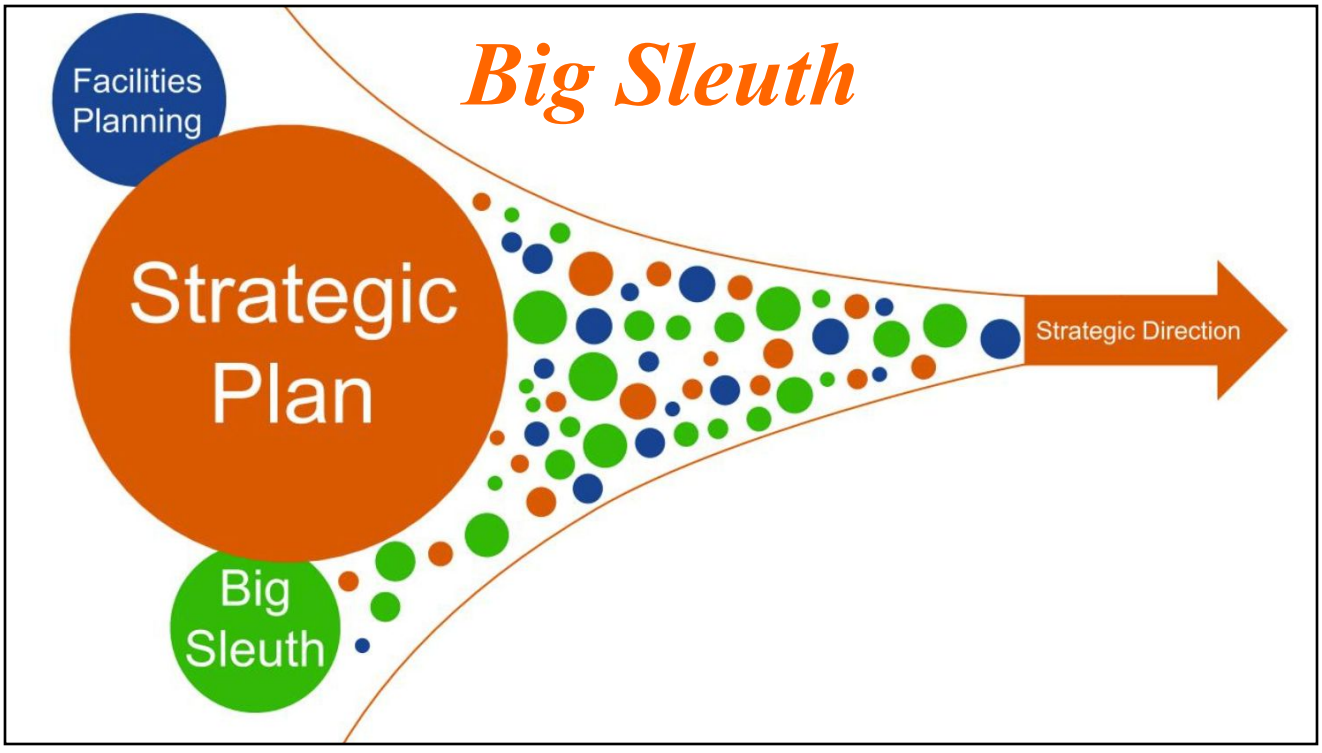


Focus

Mindset
Advocacy, Authentic Problem Solving, Idea Championing

Skillset
Creation, Contribution & the 4C's

Toolset
Automation, Efficiency & Access



Human Resources Updates

HR Staff Development

Customer Service Focus

- Skyward User Group - Opportunities to Learn & Engage with Other Systems Users
- Cross-Training of Current Staff



Contract Negotiations & Non-Affiliated Staff

Settled/TA Latest Contracts Include:

- Principals
- Teachers
- Paraprofessionals
- Clerical Staff
- Extended Day
- Administrators
- Transportation/Drivers
- Custodians



Staffing Demographics-New Hires

Emp. Type	Sub Total EE	Gender	Race
Clerical	10	9-F, 1-M	8 W-F, 1 AS-F, 1 W-M
Confidential	1	1-F	1 AI-F
Campus Sec.	1	1-M	1 W-M
Non-Affiliated	5	4-F, 1 M	1 BL-M, 1 BR-F, 3 W-F
Paraprofessional	26	6-M, 20-F	20 W-F, 5 W-M, 1 PI-M
Teachers	52	37-F, 15-M	1 MR-F, 32 W-F, 11 W-M, 1 B-F, 1-H-M, 3 NK-M, 3 NK-F

Total Employees: 95

Note: F=Female, M=Male, W=White, BL-Black, AS=Asian, AI=American Indian, PI=Pacific Islander, MR=Multi-Race H=Hispanic, NK=Not Known, BR=BI-Racial

Community Services Updates



Adult Recreation & Facility Scheduling

- Pickleball Courts
- 352 Participants in the Breakaway Bike Event
- 925 scheduled baseball & softball games with zero conflicts.
- Hippodrome Upgrades



Upcoming Events:

- Hippodrome Movie Night: 9/20
- BearPower 6.24k 10/6



Adult Enrichment & Sr. Services

- Moved to Matoska for the summer.
- Enrichment opportunities
- Updated Senior Voice



White Bear Lake Area
SENIOR VOICE

Senior Center Open House
Tue, Sep 18 9 - 11 am Senior Center
Join us for a tour of the Senior Center. Enjoy some treats, explore and learn about our many activities, groups, classes, and services. Also, learn about our rewarding volunteer opportunities.

FREE Senior Housing Awareness Day
Fri, Oct 12 1 - 4 pm Senior Center
Learn about Senior Housing options.
Resource Room 1 - 4 pm
Elder Resource Specialist and Metropolitan Area Agency of Aging representatives will be available to help navigate choices.
30 Minute Information Sessions 1:30 - 4 pm
- The what, when, where, and how of Senior Housing
- Tips for staying in your own home
- If I can't stay, how do I go?
- How to pay for housing?
- Affordable Housing 101

For more information, call 651-653-3121.

Community Volunteer Fair
Mon, Oct 22 6 - 8 pm
North Campus
Join us to learn more about volunteer opportunities in the White Bear Lake Area Schools and in our surrounding communities.
Who is this fair for?
- Students looking to complete service hours.
- Adults and families looking for ways to get involved.
- Sports teams, clubs, and scouts looking for service projects.
- Faith communities, civic groups, and businesses looking to connect with the community and give back.

Organizations interested in hosting a booth and promoting volunteer opportunities should call Tara at 651-653-3126.

Senior Housing Tour
Sat, Oct 13 8:30 am - Noon
Visit Serenity at White Bear, The Lodge at White Bear, and White Bear Heights, housing communities representing a continuum of services. Air conditioned, wheelchair accessible bus service provided by Newtrax.
Reservation required. $5 Suggested donation.
For tour details and registration, call 651-653-3121.

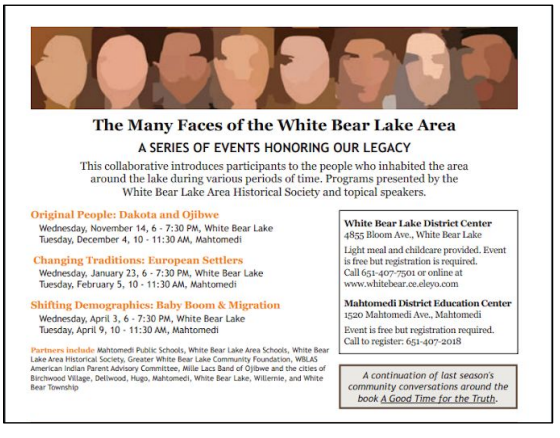
Ride the Loop! Newtrax Loop Information Open House
Thu, Sep 27 10:30 - 11:30 am Senior Center
New riders learn how, when, and where to Ride the loop. Also learn how to become a SUPER LOOPER transferring between north and south loops.
Coffee and doughnuts provided and plenty of time to answer questions. Buses are running during this time. Come and take a ride!

Senior Center Activities have returned to Normandy Park. Please visit us! and check out the new parking lot!

WWW.WHITEBEARSENIORPROGRAM.ORG
SEPTEMBER-OCTOBER 2018

Upcoming Events:

- Sr. Center Open House: 9/18
- The Many Faces of WBLA



The Many Faces of the White Bear Lake Area

A SERIES OF EVENTS HONORING OUR LEGACY

This collaborative introduces participants to the people who inhabited the area around the lake during various periods of time. Programs presented by the White Bear Lake Area Historical Society and topical speakers.

Original People: Dakota and Ojibwe
Wednesday, November 14, 6 - 7:30 PM, White Bear Lake
Tuesday, December 4, 10 - 11:30 AM, Mahtomedi

Changing Traditions: European Settlers
Wednesday, January 23, 6 - 7:30 PM, White Bear Lake
Tuesday, February 5, 10 - 11:30 AM, Mahtomedi

Shifting Demographics: Baby Boom & Migration
Wednesday, April 3, 6 - 7:30 PM, White Bear Lake
Tuesday, April 9, 10 - 11:30 AM, Mahtomedi

Partners include Mahtomedi Public Schools, White Bear Lake Area Schools, White Bear Lake Area Historical Society, Greater White Bear Lake Community Foundation, WBLAS American Indian Parent Advisory Committee, Mille Lacs Band of Ojibwe and the cities of Birchwood Village, Dellwood, Hugo, Mahtomedi, White Bear Lake, Willernie, and White Bear Township

White Bear Lake District Center
4855 Bloom Ave., White Bear Lake
Light meal and childcare provided. Event is free but registration is required. Call 651-407-7501 or online at www.whitebear.ce.eleyo.com

Mahtomedi District Education Center
1520 Mahtomedi Ave., Mahtomedi
Event is free but registration required. Call to register: 651-407-2018

A continuation of last season's community conversations around the book A Good Time for the Truth.

Youth Enrichment / Youth Recreation

Growing programs and increased participation!

Youth Enrichment:

- SY1718 we saw a 48% increase in YE participation.
- Joint collaboration with OST to strengthen our YE camps & clubs
- Key Initiatives
  - MS Leadership Opportunities
  - Expanding YE offerings

Youth Recreation:

- Participation continues to increase: 3,000 participants in…
- Middle School Coaches Positive Coaching Alliance Work
- Student employment opportunities.

Early Childhood

ECFE, EC Screening, School Readiness Preschool, School Readiness Plus, My Nature Preschool, Community Outreach & Home Visiting

- 294 Currently Enrolled
- Expanded SR+ to Vadnais Heights Ele.
- Continuing our PreK-3 Initiative Work
- Added a new Outdoor Family Adventure Class on Saturdays at Tamarack
- Summer Community Outreach - 9 new families.

  - Important Dates: Screening Sept: 14, 21, & 28 ; PTA Costume Party on October 25: 6:00pm at Normandy Park

Out of School Time Programs

Extended Day, MS FLEX, Bear FUNdamentals, Targeted Services

	Bear FUNdamentals	Extended Day	FLEX	Targeted Services	**Totals**
SY 1819*	92	868 (current waitlist: 110)	95 (current waitlist: 34)	Not yet started	**1,055**
Summer 2018	n/a	395	133	483	**1,011**

- Targeted Services: continue to expand opportunities across elementary schools this year.
- Helping families: We provided $11,600 in scholarship awards to families from Oct. '17- Aug. '18.
  - Currently have 13 families registered to receive scholarships this Fall.
- Middle School FLEX program is FREE during the school year.

- Important Dates:
  - Targeted Services session one begins Oct. 15th
  - Friday Night Live @ Central Middle School on Sept. 28th.

Communications & Community Relations Updates

Preparing for the School Year

- Activities Calendar
- Student Planners
- Beginning of the Year letters
- Translations
- Convocation event
- #BackToSchoolBears



New for 2018-19

- Translation projects
- Website redesign
- Parent Leaders Network
- Engagement efforts
- Updates on:
  - Strategic Planning
  - Comprehensive Facilities Planning
  - Safety & Security




Welcome to the
2018-19 Academic Year!

Agenda Item C-2
September 10, 2018
School Board Meeting

AGENDA ITEM: **Update from the Educational Foundation**

MEETING DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Information Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Superintendent**

BACKGROUND:

Connie Menne, President of the White Bear Lake Area Educational Foundation, and Dawn Hank, Executive Director, will provide an update on the work of the Educational Foundation.

Agenda Item C-3
September 10, 2018
School Board Meeting

AGENDA ITEM: **Superintendent's Report**

MEETING DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Information Item**

CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

BACKGROUND:

Dr. Kazmierczak will provide information on current issues and events pertaining to the White Bear Lake Area Schools.

D. DISCUSSION ITEMS

AGENDA ITEM: **2018-19 School Board/Administrative Priorities**

DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

BACKGROUND:

Attached please find the School Board/District Administration Priorities for 2018-19 school year. The priorities listed are consistent with the Phase I Strategic Plan priorities that were discussed at the April 9, 2018 School Board meeting and August 27 work-study session.

Additionally, it should be noted that priority will be given to the following: 1) Comprehensive facilities planning process; 2) Elementary specialist program review; 3) Middle school program review; and 4) Completion of site level plans that align with the District's Strategic Plan.

2018-2019 PRIORITIES PRESENTED AT 8.27.18 SCHOOL BOARD MEETING	
Strategy Number	**Strategies and Action Plans**
1	***We will ensure that each student is the primary agent in their learning.***
1.1	Action Plan 1: Learners have choice and flexibility to master rigorous content and skills.
1.2	Action Plan 2: Learners choose to develop capacity to achieve their ongoing academic and personal goals.
1.3	Action Plan 3: Educators are empowered to create the conditions that nurture student agency.
2	***We will provide expanding access to a broad range of opportunities for all students.***
2.1	Action Plan 1: Every student will have access to a robust digital citizenship experience.
2.3	Action Plan 3: Comprehensive elementary visual arts programming in all schools.
2.4	Action Plan 4: Comprehensive elementary science programming in all schools.
2.5b	Action Plan 5b: Student social and emotional wellness is integral to academic success.
2.8	Action Plan 8: All students have equitable access to rigorous education.
3	***We will foster community engagement and partnerships.***
3.2	Action Plan 2: Assessment of the efficacy of community engagement and partnerships across the district.
3.4	Action Plan 4: A comprehensive communications strategy that reaches the entire community.
3.5	Action Plan 5: Purposeful partnerships and community engagement.
4	***We will build organizational capacity.***
4.1	Action Plan 1: Collaborative learning is valued, encouraged, and supported.
4.3	Action Plan 3: Instructional leadership is responsive to the needs of departments, teams and buildings.
4.4	Action Plan 4: An increasingly diverse and culturally competent staff.
4.6	Action Plan 6: The district identifies and accesses alternative financial resources.
5	***We will embrace all cultures with humility and respect.***
5.1	Action Plan 1: Members of all cultural communities participate in our schools.
5.2	Action Plan 2: Our school community is culturally responsive.
5.5	Action Plan 5: District policies and procedures promote diversity and cultural acceptance.
6	***We will ensure learning environments enhance students' educational experience.***
6.1	Action Plan 1: A community supported plan for the structure of our school(s).
7	***We will engage families as partners in the education of their children.***
7.1	Action Plan 1: A district framework that designs and guides family engagement initiatives.
7.2	Action Plan 2: Families and educators collaborate toward student success.
7.5	Action Plan 5: Family social events are culturally responsive and equitable across the system.
7.8	Action Plan 8: Consistent communication that meets the needs of all families.
8	***We will ensure the social and emotional growth of our students.***
8.1	Action Plan 1: A district-wide definition of social emotional learning (SEL), SEL standards and assessments.
8.5	Action Plan 5: Outreach and programming around the topic of SEL.

AGENDA ITEM:	**Opening Enrollment Report**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Tim Wald, Assistant Superintendent for Finance and Operations**

BACKGROUND:

Tim Wald, Assistant Superintendent for Finance and Operations, will present opening school enrollment as of the end of the first week of school at the School Board meeting on Monday, September 10, 2018.

Enrollment Update



Opening Week Enrollment - *ELEMENTARY*

School	***Enrollment Sept 2018***	***Enrollment Sept 2017***	**Difference +/-**	**% increase**
Birch Lake	288	278	+10	4.0%
Hugo	333	336	-3	-1.0%
Lakeaires	391	399	-8	-2.0%
Lincoln	462	469	-7	-1%
Matoska	591	570	+21	4%
Oneka	668	685	-17	-2%
Otter Lake	590	608	-18	-3%
Vadnais Heights	394	404	-10	-2%
Willow Lane	401	418	-17	-4%
Total	***4118***	***4167***	***-49***	***-1%***

Opening Week Enrollment - *SECONDARY*

School	*Enrollment Sept 2018*	*Enrollment Sept 2017*	Difference +/-	% increase
Central	1151	1066	+85	8%
Sunrise	832	786	+46	6%
MS Total	***1983***	***1852***	***+131***	***7%***
North Campus	1255	1308	-53	-4%
South Campus	1141	1116	+25	2%
ALC	126	138	-12	-9%
TEC	40	35	+5	1%
HS Total	***2562***	***2597***	***-35***	***-1%***
Secondary Total	***4545***	***4449***	***+96***	***+2%***
Elem/Sec Total	***8663****	***8616****	***+47***	***+.5%***

Enrollment by Grade Level/Cohort Change

Grade Level	*Enrollment*	*Cohort Change*		*Grade Level*	Enrollment	*Cohort Change*
K	680			6	709	-5
1	689	+5		7	647	+7
2	628	-5		8	627	-10
3	700	+9		9	581	+3
4	703	-14		10	682	-7
5	718	-10		11	626	+3
				12	673	+74

*Graduated 581 Seniors (SC, ALC, TEC)

8 Year Enrollment Trend

October 1 data

	2011-12 Oct 1	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18** (Sept 9)	**2018-2019** (Sept 10)
K-5	3653	3680	3782	3755	3896	4072	4167	**4118**
6-8	1745	1759	1803	1852	1816	1848	1852	**1983**
6-12	4369	4292	4225	4288	4234	4177	4449	**4545**
9-12	2624	2533	2422	2436	2418	2329	2597	**2562**
K-12	8022	7972	8007	8043	8130	8249	8616	**8663**
+/- Prior Year	**-55**	**-50**	**35**	**36**	**87**	**119**	**367** (337 Oct 1)	**47**
% +/-	-0.68%	-0.62%	0.44%	0.45%	1.08%	1.46%	4.45%	**.5%**

Early Childhood Enrollment

- **Early Childhood Special Education (ECSE) Birth to 2 years**
  - 2015 - 66 enrolled
  - 2016 - 92
  - 2017 - 106
  - **2018- 119 (as of 9.6.18)**
- **Early Childhood Special Education (ECSE) Ages 3 to 5 years**
  - 2015 - 140 enrolled
  - 2016 - 161
  - 2017 - 181
  - **2018- 184 (as of 9.6.18)**

Early Childhood Family Education (ECFE)

- 2015 - 140 enrolled
- 2016 - 139
- 2017 - 132
- **2018- 146 (as of 9.6.18)**

- **White Bear Lake Area Preschool**
  - 2015 240 enrolled
  - 2016 - 286
  - 2017 - 311
  - **2018 - 398 (as of 9.6.18)**

District's preschool has the Parent Aware ***4-Star Rating***

AGENDA ITEM:	**Summary of Evaluation of Superintendent**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Don Mullin, School Board Chair**

BACKGROUND:

At the work-study session on August 27 we had a closed meeting to evaluate the performance of Superintendent Wayne Kazmierczak per Minnesota Statute section 13D.05, subdivision 3(a). Tonight the School Board will summarize its conclusions regarding the evaluation of the Superintendent, as required by law.

AGENDA ITEM: **Policy 102, Equal Educational Opportunity**

MEETING DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

Background:

School Board Policy 102, Equal Educational Opportunity, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy had a change to sections II. General Statement of Policy.

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

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the October 8 School Board meeting agenda or a subsequent meeting for action.

Adopted: November 13, 1995 *White Bear Lake Area School Board Policy #102*
Revised: December 10, 2001
Revised: April 11, 2016
Revised: July 11, 2016

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. The policy of the school district 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 including gender identity and expression, or age. The school district also makes reasonable accommodations for disabled students.

B. The school district prohibits the harassment of any individual based on any of the categories 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. Every school district employee shall be responsible for complying with this policy.

E. Any student, parent or guardian having any questions regarding this policy should discuss it with the District Human Rights Officer or 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 205, Open Meetings and Closed Meetings**

MEETING DATE: **September 10, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

Background:

School Board Policy 205, Open Meetings and Closed Meetings, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy only had changes to the Legal References. We also capitalized School Board throughout the policy.

The purpose of this policy is to provide guidelines to assure the rights of the public to be present at School Board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the October 8 School Board meeting agenda or a subsequent meeting for action.

Adopted: November 13, 1995 ***White Bear Lake Area School Board Policy 205***
Revised: August 25, 2003 *Revised: November 8, 2010*
Revised: May 9, 2005 *Revised: December 10, 2012*
Revised: December 14, 2009 *Revised: November 11, 2013*

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

A. The School Board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The School Board shall conduct its business under a presumption of openness. At the same time, the School Board recognizes and respects the privacy rights of individuals as provided by law. The School Board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the School Board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at School Board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the School Board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum or more members of the School Board, or quorum of a committee or subcommittee of School Board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the School Board. The term does not include a chance or social gathering.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the School Board shall be kept on file at its primary offices. If the School Board decides to hold a regular meeting at a time or place different from the time or place stated in its

schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

   a. For a special meeting, the School Board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the School Board's usual meeting room if there is no principal bulletin board, and on the school district website. The School Board's actions at the special meeting are limited to those topics included in the notice.

   b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.

   c. This notice shall be physically posted, and posted on the school district website, and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the School Board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

   d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the School Board is required to send notice to that person only concerning those particular subjects.

   e. The School Board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than 60 days before the expiration date of request for notice, the School Board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

   a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the School Board, require immediate consideration.

   b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The School Board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by electronic means or any other method used to notify the members of the School Board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the School Board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the School Board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Health Pandemic or Declared Emergency

In the event of a health pandemic or an emergency declared under Minn. State. Ch. 12, a meeting may be conducted by telephone or other electronic means in compliance with Minn. Stat. § 13D.021.

B. Votes

The votes of School Board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items prepared or distributed by the School Board or its employees and distributed to or available to all School Board members shall be available in the meeting room for inspection by the public while the School Board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the School Board's authority and is reasonably necessary to conduct the business or agenda item before the School Board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The School Board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of School Board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public in accord with state law.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the School Board and its employees or their respective representatives are public meetings except when closed by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods are prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Charges

The School Board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the School Board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The School Board may close a meeting to evaluate the performance of an individual who is subject to its authority. The School Board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the School Board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the School Board needs advice above the level of general legal advice, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the mater to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state

and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

   a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

   b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.

   c. To the extent a teacher or student dismissal hearing is held before the School Board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

   a. If the School Board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision.

   b. If the coach requests the reasons for the nonrenewal, the School Board must give the coach the reasons in writing within 10 days of receiving the request.

   c. On the request of the coach, the School Board must provide the coach with a reasonable opportunity to respond to the reasons at a School Board meeting.

   d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.

   e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

   Any portion of a meeting must be closed if the following types of data are discussed:

a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

b. active investigative data collected or created by a law enforcement agency;

c. educational data, health data, medical data, welfare data, or mental health data that are not public data, or

d. an individual's personal medical records.

e. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The School Board may close a meeting:

(1) to determine the asking price of real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the School Board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight (8) years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the School Board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of School Board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the School Board at an open meeting. The actual purchase or sale must be approved

at an open meeting and the purchase price or sale price is public data

10. Security Matters

a. The School Board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the School Board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four (4) years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The School Board shall provide notice of a closed meeting just as for an open meeting. A School Board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the School Board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Minn. Rules CH.5510 (Bureau of Mediation Services)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)

Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W. 2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993).
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988).
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983).
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-00 (September 8, 2009)
Dept. of Admin. Advisory Op. No.08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References:
WBLASB Policy 204 (School Board Meeting Minutes)
WBLASB Policy 206 (Public Participation in School Board Meetings/ Complaints about Persons at School Board Meetings and Data Privacy Considerations)
WBLASB Policy 207 (Public Hearings)
WBLASB Policy 406 (Public and Private Personnel Data)
WBLASB Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)

Agenda Item D-4c
September 10, 2018
School Board Meeting

AGENDA ITEM:	**Policy 506, White Bear Lake Area School District Student Discipline Policy**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Sara Paul, Assistant Superintendent for Teaching and Learning**

Background:

School Board Policy 506, White Bear Lake Area School District Student Discipline Policy, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading with the recommended changes from the Minnesota School Boards Association.

This policy had changes in III. Areas of Responsibility; IV. Student Rights; V. Student Responsibilities; VI. Code of Student Conduct – Unacceptable Behaviors; VIII. Removal of Students from Class; XI. Notification of Policy Violations; XII. Student Discipline Records; and Legal and Cross References.

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.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the October 8 School Board meeting agenda or a subsequent meeting for action.

Adopted: August 26, 1996
Revised: August 18, 1997
Revised: September 9, 2002
Revised: January 10, 2005
Revised: March 9, 2009
Revised: March 28, 2010
Revised: June 8, 2015
Revised: June 13, 2016
Revised: April 10, 2017

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 result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function most effectively with clear expectations based on mutual understanding of rights and responsibilities.

   Students must conduct themselves in an appropriate manner that supports 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 student's educational experience. This discipline policy is adopted in accordance with 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 education 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 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 IXD.

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. Any guidelines or directives established to implement this policy shall be submitted to the School Board for approval and shall be attached to an addendum to this policy.

C. Building Administrator: The building administrator is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final School Board approval. The building administrator shall give direction and support to all school personnel performing their duties within the framework of this policy. The building administrator shall consult with parents of students conducting themselves in a manner contrary to the policy. The building administrator 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 building administrator, 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 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.

IV. STUDENT RIGHTS

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

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for ~~To~~ knowing and obeying 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 be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

~~F~~ G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

~~G~~H. To be aware of and comply with federal**,** state and local laws;

H.I To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

~~I~~J To respect and maintain the school's property and the property of others;

~~J~~K 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~~.L To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

~~L~~ M. To conduct themselves in an appropriate physical or verbal manner; and

~~M~~N. 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. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment Policy;

9. 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;

10. Using, possessing, distributing, intending to distribute, making a request to

another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. 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;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, 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, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, ~~including picture phones;~~

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. 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;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district' Bullying Prohibition Policy;

30. 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 objectionable 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;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. 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;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to toward teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes 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;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. 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;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that ~~is~~ are discriminatory, abusive, obscene, threatening, intimidating, or that are degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. 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;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. 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 obstruct the mission or operations of the school district or the safety or welfare of students or employees.

47. Students are prohibited from recording other students or employees at school without prior written permission from a teacher or a school administrator.

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, building administrator, 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, building administrator, 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.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

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, building administrator 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)/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 building administrator 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 make a 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 parent/guardian, review School Board policy with parent(s)/guardian, and inform parent(s)/guardians 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 for up to 5 days.

2. A parent/guardian conference is required prior to readmission.

3. Upon re-entry, the student will be invited 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 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) (e.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 for a chemical health assessment for the student.

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 second violation, the student shall lose eligibility for the next twelve (12) consecutive interscholastic contests in which the student is a participant or six (60 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 student's/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 student's 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 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/guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent/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^{th}) consecutive day of suspension or the tenth (10^{th}) 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)/ or 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 play 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(s)/guardian(s) 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 parent(s)/guardian(s) 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, building administrator, or other school district officials may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII STUDENT DISCIPLINE RECORDS

~~It is~~ The policy of the school district is 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.

XIV. 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.

XV. 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 building administrator's office.

XI. REVIEW OF POLICY

The building administrator 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 Pre-Assessment 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~~ Juvenile Court Act)
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)
WBLASB Policy 711 (Video Recording on School Buses)
WBLASB Policy 712 (Video Surveillance Other Than on Buses)

Agenda Item D-4d
September 10, 2018
School Board Meeting

AGENDA ITEM:	**Policy 612.1, Development of Parent and Family Engagement Policies for Title I Programs**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Sara Paul, Assistant Superintendent for Teaching and Learning**

Background:

School Board 612.1, Development of Parent and Family Engagement Policies for Title I Programs, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading with the recommended changes from the Minnesota School Boards Association.

This policy had changes in title; II. General Statement of Policy; III. Development of District Level Policy; IV. Development of School Level Policy; Legal References; and School Board was capitalized throughout the policy.

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in the Title I educational programs. The policy shall provide the framework for organized, systematic, ongoing, informed and timely parental involvement in decisions about the Title I services within the school district. The policy shall apply to parents of public or private school children who are school district residents or children who attend a District 624 school.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the October 8 School Board meeting agenda or a subsequent meeting for action.

612.1 DEVELOPMENT OF ~~PARENTAL INVOLVEMENT~~ PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS

I. PURPOSE

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in the Title I educational programs. The policy shall provide the framework for organized, systematic, ongoing, informed and timely parental involvement in decisions about the Title I services within the school district. The policy shall apply to parents of public or private school children who are school district residents or children who attend a District 624 school.

II. GENERAL STATEMENT OF POLICY

A. ~~It is the~~ The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities and procedures for the ~~involvement of those parents~~ engagement of parents and families in its Title I programs, consistent with section 1116 of the Every Student Succeeds Act (ESSA.)

B. ~~It is the~~ The policy of the school district is to fully comply with 20 U.S.C. § 6318, which requires the school district to develop jointly with agree upon, and distribute to parents of children participating in Title I programs written ~~parental involvement~~ parent and family engagement policies.

III. DEVELOPMENT OF DISTRICT LEVEL POLICY

The School Board will direct the administration to develop jointly with, agree upon with, and distribute to, parents of participating children a written parental involvement plan that will be incorporated into the school district's Title I plan. The plan will establish the expectations for parental involvement and describe how the school district will:

The Sschool Bboard will direct the administration to develop jointly with, agree upon with, and distribute to, parents and family members of participating children a written ~~parental involvement~~ parent and family engagement policy ~~plan~~ that will be incorporated into the school district's Title I plan, developed under section 1112 of the ESSA. The ~~plan~~ policy will establish the expectations for ~~parental involvement~~ meaningful parent and family involvement and describe how the school district will: ~~and describe how the school district will:~~

A. Engage ~~Involve~~ parents and family members in the joint development of the school district's Title I plan and the ~~process of school review and improvement;~~ development of support and improvement plans;

B. Coordinate technical assistance and other support that is necessary to build the capacity of staff in planning and implementing effective parent and family engagement activities to improve student academic achievement and school performance., This may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;

~~C. Build the schools' and parents' capacity for strong parental involvement;~~

~~D~~.C. Coordinate and integrate ~~parental involvement~~ parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs including public preschool programs ~~under other programs, such as Head Start, Early Reading First, Even Start, the Parents as Teachers Program, the Home Instruction Program for Preschool Youngsters, and state-administered preschool programs~~;

~~E~~D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the ~~parental involvement~~ parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to ~~, and, particularly, with~~ parents who are economically disadvantaged, disabled, have limited English proficiency, have limited ~~or English proficiency,~~ or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;

~~F~~.E. Use the findings of such evaluations to design evidence-based strategies for more effective parent and family engagement and to revise, if necessary, the district-level and school-level ~~parental involvement program~~ parent and family engagement policies; and

~~G~~.F. Engage ~~Involve~~ parents in the activities of the schools, which may include establishing a parent advisory committee comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising and reviewing the parent and family engagement policy.

G.

~~Involve~~ Engage parents and family members of children served in Title I, in decisions about how Title I, Part A funds reserved for parent and family engagement is spent and ensure that no less than 90 percent of carry-over funds goes directly to Title I schools.

IV. DEVELOPMENT OF SCHOOL LEVEL POLICY

The administration of each school shall engage with parents and family members of Title I students during the development or revision of the parent engagement policy and through meaningful consultation ~~that shall describe the means for carrying out the federal requirements of parental involvement.~~ agreed upon by such parents and families, that shall describe the means of carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format. To the extent practicable, the policy shall be provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

A. The policy will describe the means by which each school with a Title I program will:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their right to be involved;

2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide transportation, child care, or home visits, as such services relate to parental involvement.

3. ~~Involve~~ Engage parents in ~~planning, review, and improvement of the parental involvement programs, including the school parental involvement plan and the joint development of the school-wide program plan, unless the school already has a program for involving parents in the planning and design of its programs that would adequately involve parents of participating children;~~ an organized, ongoing, and timely way in the planning, review, and improvement of the parental engagement programs, including the planning, review, and engagement of the school's parent and family engagement plan and the joint development of the school-wide program plan, except that if a school has in place a process for engaging parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;

4. Provide parents of participating children with timely information about Title I programs; including a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions, ~~share experiences with other parents~~ and to participate, as appropriate in decisions relating to the education of their ~~child's education;~~ children, and ~~to~~ respond to any such suggestions as soon as practicably possible; and

5. If the school-wide program plan is not satisfactory to the parents of participating children, include ~~submit~~ all parent comments regarding ~~on~~ the plan when it is submitted to the school district.

B. As a component of this plan, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact will:

1. Declare the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;

2. Describe the ways parents will be responsible for supporting his or her child's learning by monitoring school attendance and homework completion, monitoring television watching**,** volunteering in his or her child's classroom, and participating, as appropriate**,** in decisions relating to his or her child's education and use of extracurricular time.

3. Address the importance of communication between teachers and parents on an on-going basis through the use of:

a. Annual parent-teacher conferences to discuss the compact and the child's achievement;

b. Frequent progress reports to the parents;~~ and~~

c. Reasonable access to staff and opportunities to volunteer, participate, in the child's class**,** and observe in the child's classroom; and

d. Regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.

C. To ensure effective engagement ~~involvement~~ of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:

1. Provide assistance to participating parents in understanding such topics as the state's academic content ~~standards~~ and ~~state academic~~ achievement standards, state and local academic assessments, and the parent and family engagement rights of Title I requirements, and also how to monitor a

child's progress and work with educators to improve the achievement of their children;

2. Provide materials and training to assist parents in working with their children to improve their children's achievement, ~~including coordinating necessary~~ such as literacy training and using technology, as appropriate, to foster parental ~~involvement~~ engagement;

3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;

4. Coordinate and integrate parental engagement ~~involvement~~ programs and activities with ~~Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teachers Program, public preschool programs, and other programs,~~ other federal, state, and local programs, including public preschool programs, and conduct other activities that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;

5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent ~~home~~ to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and

6. Provide such other reasonable support for parental i~~nvolvement~~ engagement activities as requested by parents.

D. The plan will also describe the process to be taken if the school district and school choose to:

1. ~~Involve~~ Engage parents in the development of training for school staff to improve the effectiveness of such training:

2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;

3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and childcare costs, to enable parents to participate in school-related meetings and training sessions;

4. Train ~~and support~~ parents to enhance the involvement of other parents;

5. Arrange meetings at a variety of times or ~~have~~ conduct in-home conferences between teachers or other educators, who work directly with

participating children, and parents who are unable to attend such conferences at school in order to maximize parental ~~opportunities for~~ involvement and participation in school-related activities;

6. Adopt and implement model approaches to improving parental involvement;

7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and

8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I programs.

E. To carry out the requirements of ~~parental involvement~~, parent and family engagement, the school district and schools, to the extent practicable, will provide ~~full~~ opportunities for the informed participation of parents ~~with~~ and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children) ~~limited English proficiency or with disabilities~~, including providing information and school ~~profiles~~ reports in a format and, to the extent practicable, in a language ~~and form~~ that is understandable by the parents.

F. The school district and each school shall ~~assist~~ inform parents and parent organizations ~~by informing such parents and parent organizations~~ of the existence ~~and purpose~~ of ~~such centers~~ family engagements in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

Legal References: 20 U.S.C. § 6319 (Parent and Family Engagement)

Cross References:

Agenda Item D-4e
September 10, 2018
School Board Meeting

AGENDA ITEM:	**Policy 615, Testing Accommodations, Modifications, and Exemptions for IEPS, Section 504 Plans and LEP Students**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Sara Paul, Assistant Superintendent for Teaching and Learning**

Background:

Policy 615 applied to graduation-required assessments. There are currently no other assessments required by the state of Minnesota for high school graduation. Therefore, it is recommended by the Teaching and Learning Department to eliminate this policy.

Recommended Action:

At the October 8 Board meeting take action to eliminate this policy.

Adopted: September 8, 1997 *White Bear Lake Area*
Revised: August 27, 2001 *School Board Policy 615*
Revised: January 10, 2005
Revised: April 12, 2010
Revised: November 8, 2010
Revised: March 12, 2012

Recommended to eliminate this policy.

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § Section 504 Plans, or limited English proficiency (LEP) needs to meet the graduation-required assessments for diploma (GRAD) tests.

II. GENERAL STATEMENT OF POLICY

A. The school district will utilize the existing annual review of IEPs or Section 504 plans to review, on a case-by-case basis, the extent of student participation in GRAD testing. For students subject to GRAD testing, the student's IEP or Section 504 plan must identify one of the following decisions for each subject area of GRAD:

1. the student is expected to achieve the statewide standard with or without testing accommodations resulting in a "pass" or "p" notation on the record when achieving a passing score; or

2. the student is expected to achieve the statewide standard at an individually modified level of difficulty, resulting in a "pass" or "p" notation on the record when achieving the modified level. A Minnesota alternative assessment must be used when an IEP team chooses to replace the GRAD. Adoption of modifications for a student must occur concurrently with the adoption of transition goals and objectives as required by Minn. Stat. § 125A.08(a)(1). The IEP or 504 plan must define an appropriate assessment of the statewide standard at a modified level of difficulty. Achievement of the individually modified standard shall be certified only through documented student performance of the defined assessment.

Students subject to GRAD testing also must be tested under standard conditions as specified by the developer of the test except those students whose IEP or 504 accommodation plan specifies other decisions consistent with the above stated requirements.

B. Students subject to GRAD testing are required to pass the GRAD if they have been enrolled in any Minnesota school for at least four consecutive years. An English language learner (ELL) student who first enrolls in a Minnesota school in grade 9 or above who completes the coursework and any other state and district requirements to graduate within a four-year period is not required to pass the GRAD.

III. DEFINITION OF TERMS

See the current "Procedures Manual for the Minnesota Assessments" which can be found on the Minnesota Department of Education's (MDE's) website at: http://www.mnstateassessments.org/resources/Manuals/2011-12_Procedures_Manual.pdf.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR GRAD TESTING

See the current "Procedures Manual for the Minnesota Assessments" which can be found on MDE's website at: http://mnstateassessments.org/resources/Manuals/2011-12_Procedure_Manual.pdf.

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the District Assessment Coordinator (DAC) or designee. The DAC shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. This will be done annually in accordance with state guidelines. Testing results will be documented and reported.

Legal References:
Minn. Stat § 120B.11 (School District Process)
Minn. Stat § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat § 125A.08 (a) (1) (Individualized Education Programs)
Minn. Rule Parts 3501.0010 – 3501.0180 (Graduation Standards – Mathematics and Reading)
Minn. Rule Parts 3501.0200 – 3501.0290 (Graduation Standards – Written Composition)
Minn. Rule Parts 3501.0505-3501.0550 (Graduation Standards – Language Arts)
Minn. Rule Parts 3501.0700-3501.0745 (Graduation Standards – Mathematics)
Minn. Rule Parts 3501.0800-3501.0815 (Graduation Standards – Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Graduation Standards – Science)
Minn. Rules Parts 3501.1000-3501.1190 (Graduation – Required Assessment for Diploma)

Cross References:
WBLASB Policy 104 (School District Mission Statement)
WBLASB Policy 601 (School District Curriculum and Instruction Goals)
WBLASB Policy 613 (Graduation Requirements)
WBLASB Policy 614 (School District Testing Plan and Procedure)
WBLASB Policy 616 (School District System Accountability)

Agenda Item D-4f
September 10, 2018
School Board Meeting

AGENDA ITEM:	**Policy 616, School District System Accountability**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Sara Paul, Assistant Superintendent for Teaching and Learning**

Background:

School Board 616, School District System Accountability, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading with the recommended changes from administration and the Minnesota School Boards Association.

Throughout this policy the word “guidelines” is replaced with the word “law”. The other change is in IV. Establishment of Goals; Implementations; Evaluation; and Reporting - section E.

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal law.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the October 8 School Board meeting agenda or a subsequent meeting for action.

Adopted: October 13, 1997
Revised: May 26, 1998
Revised: June 11, 2001
Revised: May 9, 2005
Revised: December 14, 2009
Revised: April 11, 2011
Revised: March 12, 2012
Revised: March 14, 2016

White Bear Lake Area
School District #624 Policy 616

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota K-12 Academic Standards and federal ~~guidelines~~ law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal ~~guidelines~~ law requires a level of accountability for the school district. The school district will establish a system to review and improve instruction, curriculum and assessment which will include input by students, parents/guardians and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A "Credit" means a student's successful completion of an academic year of study or a student mastery of the applicable subject matter, as determined by the school district.

B. "Graduation Standards" means the credit requirements and Minnesota K-12 Academic Standards that school districts must offer, and certify that students complete, to be eligible for a high school diploma.

C. "World's Best Workforce" The goals of the World's Best Workforce legislation refers to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and student not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

D. "World's Best Workforce Advisory Committee": MN statute references various committees established for gaining perspective on continuous improvement (e.g.,

Graduation Standards Implementation Advisory Committee, Student Achievement Advisory Committee) White Bear Lake Area Schools has established the WBWF Advisory Committee in order to meet these statutory requirements.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION; AND REPORTING

A. School District Goals

1. The School Board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the Minnesota Graduation Standards and federal ~~guidelines~~ law. The broad goals shall be reviewed annually and approved by the School Board. The School Board shall adopt annual goals based on the recommendations of the WBWF Advisory Committee.

2. The improvement goals shall address recommendations identified through the World's Best Workforce Advisory Committee process. The school district's goal setting process will include consideration of individual site goals.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the continuous improvement process will be analysis of the school district's progress toward implementation of the K-12 Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes and principal evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5.

The professional teaching and learning cycle comprises six phases - study, select, plan, implement, analyze, and adjust. Following is a description of, and the goals, for each phase:

Phase 1: Study
Teachers work in collaborative planning teams (grade level, vertical, or departmental) to critically examine and discuss the learning expectations from the MN K-12 Academic Standards.

Phase 2: Select
Collaborative planning teams research and select instructional strategies and resources for enhancing learning as described in the standards.

Phase 3: Plan
Collaborative planning teams work together to formally plan a lesson incorporating the selected strategies, and agree on the type of student work each teacher will analyze as evidence of student learning.

Phase 4: Implement
Teachers teach the planned lesson, make note of implementation successes and challenges, and gather the agreed-upon evidence of student learning.

Phase 5: Analyze
Teachers gather again in collaborative teams to examine student work and discuss student understanding of the standards.

Phase 6: Adjust
Collaborative teams reflect on the implications of the analysis of student work. Teachers discuss alternative instructional strategies or modifications to the original instructional strategy that may be better suited to promoting student learning.

C. Implementation of Graduation Requirements

1. The School Board shall appoint a World's Best Work Force Advisory Committee which shall advise the School Board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations shall be published annually to the community. The School Board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The School Board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the School Board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the World's Best Workforce Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The World's Best Workforce Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the School Board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable state- or district-wide assessments. The School Board will utilize models developed by the Commissioner for measuring individual student progress. The School Board must coordinate with the Minnesota Department of Education (MDE) in evaluating school sites and continuous improvement plans, consistent with the best practices.

D. World's Best Workforce Advisory Committee.

1. In the Fall of each year, the WBWF Advisory Committee will meet to advise and assist the school district in the implementation of school district system accountability and comprehensive continuous improvement process.

2. The WBWF Advisory Committee working in cooperation with other committees of the school district will provide active community participation in:

   a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;
   b. Identifying annual instruction and curriculum improvement goals for recommendation to the School Board;
   c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;

3. The WBWF Advisory Committee:

   a. shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.

   b. shall make recommendations to the School Board on school district-wide standards, assessments, and program evaluation.

   c. may establish building teams as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

   d. shall create a process for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the WBWF Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the School Board.

4. The WBWF Advisory Committee must reflect the diversity of the district and its school sites. It must include teachers, parents and/or guardians, support staff, students, and other community residents.

5. The WBWF Advisory Committee shall meet throughout the year to provide input regarding the system of continuous improvement. The WBWF Advisory Committee should offer recommendations to the School Board for its input and approval.

E. A committee of professional staff shall develop a plan for assessment of student progress toward Literacy by Grade 3, the Graduation Standards, as well as program evaluation data for use by the WBWF Advisory Committee in the instruction and curriculum review process.

F. Reporting

Consistent with Minn.-Stat. § 120B.36, Subd. 1, the School Board shall publish a report and make it available on the school district website. The School Board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction, and efforts to equitably distribute diverse, effective, experienced and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The School Board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies about their connection to and level of satisfaction with the schools. The school district shall include the results of this evaluation in its summary report to the Commissioner.

Legal References:
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat § 120B.128 (Educational Planning and Assessment System (EPAS) Program)
Minn. Stat. § 120B.35 (Student Achievement Levels)
Minn. Stat. § 120B.36 (School Accountability; Appeals Process)
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.04 (Site Decision Making Agreement)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Rules Parts 3501. 0640-3501.0550 (Graduation Standards – Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Graduation Standards – Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Graduation Standards – Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Graduation Standards – Science)
Minn. Rules Parts 3501.1300-3501-1345 (Academic Standards for Social Studies)
20 U.S.C. § 6301, *et seq.* (~~No Child Left Behind~~ Every Student Succeeds Act)

Cross References:
WBLASB Policy 104 (School District Mission Statement)
WBLASB Policy 601 (School District Curriculum and Instruction Goals)
WBLASB Policy 613 (Graduation Requirements)
WBLASB Policy 614 (School District Testing Plan and Procedure)

WBLASB Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plan, and LEP Students)
WBLASB Policy 617 (School District Ensurance of Preparatory and High School Standards)
WBLASB Policy 618 (Assessment of Student Achievement)
WBLASB Policy 619 (Staff Development for Standards)
WBLASB Policy 620 (Credit for Learning)

AGENDA ITEM:	**Policy 618, Assessment of Student Achievement**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Discussion Item**
CONTACT PERSON(S):	**Sara Paul, Assistant Superintendent for Teaching and Learning**

Background:

School Board 618, Assessment of Student Achievement, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading with the recommended changes.

The changes in this policy are in V. Standards for Minnesota Academic Standards Performance Assessments and Legal References.

The purpose of this policy is to institute a process for the establishment and revision of assessments to be used to determine how well students have achieved the Minnesota Academic Standards.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the October 8 School Board meeting agenda or a subsequent meeting for action.

Adopted: May 26, 1998
Revised: August 27, 2001
Revised: July 18, 2005
Revised: January 11, 2010
Revised: December 12, 2011
Revised: March 14, 2016

618 ASSESSMENT OF STUDENT ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to institute a process for the establishment and revision of assessments to be used to determine how well students have achieved the Minnesota Academic Standards.

II. GENERAL STATEMENT OF POLICY

The school district has established a procedure by which students shall complete the Minnesota K-12 Academic Standards. This procedure includes the adoption of assessment methods to be used in measuring student learning. The school district continually strives to enhance student achievement of the Minnesota K-12 Academic Standards.

III. DEFINITIONS

A. "Above-grade level" test items contain subject area content that is above the grade level of the student taking the assessment and is aligned with content represented in state academic standards above the grade level of the student taking the assessment. Notwithstanding the student's grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.

B. "Academic standard" means a summary description of student learning in a required content area or elective content area.

C. "Below-grade level" test items contain subject area content that is below the grade level of the student taking the test and is aligned with content represented in state academic standards below the student's current grade level. Notwithstanding the student's grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.

D. "Benchmark" means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.

E. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.

F. "Computer-adaptive assessments" means computer-based tests that adapt, during the test administration, to the examinee's ability level.

G. "Cultural competence," for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, whose primary language is different than one's own, and/or who are from different socioeconomic backgrounds.

H. "Elective standards" means a locally adopted expectation for student learning in career and technical education and world languages.

I. "Fully adaptive assessments" feature on-grade level test items and items that may be above or below a student's grade level.

J. "On-grade level" test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.

K. "Required standard" means a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, and the arts, or a locally adopted expectation for student learning in health or the arts.

IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

A. The Assessment Coordinator shall establish criteria by which student performance of the Minnesota K-12 Academic Standards are to be evaluated and approved. The criteria will be submitted to the School Board for approval. Upon approval by the School Board, the criteria shall be deemed part of this policy.

B. The Superintendent shall ensure that students and parents or guardians are provided with notice of the process or processes by which the Minnesota K-12 Academic Standards will be assessed.

C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the assessments under the Minnesota K-12 Academic Standards.

V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

A. Benchmarks

The school district will offer academic knowledge and skills to allow students to satisfactorily complete a state standard by the use of grade level or high school level benchmarks. These benchmarks will be used by the school district and its staff in developing tests to measure student academic knowledge and skills.

B. Statewide Academic Standards Testing

1. The school district will utilize state constructed tests developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards

2. The school district will administer annually, in accordance with the process determined by the MDE, the state-constructed tests to all students in grades three through eight and at the high school level as follows:

   a. annual reading language arts and mathematics assessments in grades three through eight and at the high school level;

   b. annual science assessments in one grade in the grades three through five span, the grades six through eight span, and a life science assessment in the grades nine through twelve span.

3. The school district will develop and administer locally constructed assessments in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.

4. Students for whom the statewide or locally constructed tests are inappropriate, as determined by the student's individualized education program team, or students with limited English proficiency, shall be exempt from the tests or provided appropriate, technically sound accommodations or alternate assessments for statewide and local testing with the approval of the student's parent or guardian.

5. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's

final grade in a course, or place a student's assessment score on the student's transcript.

6. For students in grade eight in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. For other students, this record of progress must be made as soon as practicable. In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established School Board criteria, demonstrate exemplary academic achievement during high school.

D. Rigorous Course of Study Waiver

1. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the School Board determines that the student:

   a. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or postsecondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;

   b. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program if the student were required to achieve the academic standard to be waived; and

   c. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program.

2. The School Board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.

3. A student who satisfactorily completes a postsecondary enrollment options course or program or an Advanced Placement or College in the Schools course is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

VII. CAREER EXPLORATION ASSESSMENT

A. On an annual basis, the school district must use career exploration assessments, beginning no later than grade nine, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

B. Though not a high school graduation requirement, students are encouraged to participate in a nationally recognized college entrance exam. With funding provided by the state, the district shall pay the cost, one time, for an interested student in grade 11 or 12 to take a nationally recognized college entrance exam before graduating. A student must be able to take the exam under this paragraph at the student's high school during the school day or at any site available to students in the district. A student who demonstrates attainment of required state academic standards, which include career and college readiness benchmarks, on high school assessments under subdivision 1a is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

C As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

D. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

Legal Reference: Minn. Stat § 120B.018 (Definitions)
Minn. Stat § 120B.02 (Educational Expectations for Minnesota Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)

Minn. Stat § 120B.11 (School District Process)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
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20 U.S.C. § 6301, *et seq*. (~~No Child Left Behind~~ Every Student Succeeds Act)

Cross References: WBLASB Policy 104 (School District Mission Statement)
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WBLASB Policy 615 (Testing Accommodations, Modifications, And Exemptions for IEPs, Section 504 Plans and LEP Students)
WBLASB Policy 616 (School District System Accountability)

E. OPERATIONAL ITEMS

AGENDA ITEM:	**Action on Facilities Planning Committee Charge Statement and Application**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Tim Wald, Assistant Superintendent for Finance and Operations**

BACKGROUND:

During the past year, we've updated the School Board on progress toward our comprehensive facility study. We've presented information related to current physical conditions of our facilities, our efforts to maintain the air quality at our school sites, as well as maintenance projects and improvements along the way. Most recently we've updated the Board on the second phase of the demographic study completed by Teamworks International.

The next phase of our study is to engage our staff and community in a deep discussion about our current facilities. Tonight, Tim Wald, Assistant Superintendent for Finance and Operations, will present the plan for community involvement in the comprehensive facilities process as well as the timeline for committee work and recommendations to the School Board.

RECOMMENDED ACTION: The School Board accept administration's recommendation to commission three community and staff committees to identify facility needs and make recommendations to the School Board for a comprehensive facilities master plan.

White Bear Lake Area Public Schools
Independent School District 624

Tim Wald
Assistant Superintendent for Finance & Operations

4855 Bloom Avenue
White Bear Lake, MN 55110-2731
(651) 407-7516 • Fax: (651) 407-7514

District Facility Planning Committee Charge Statement

Overview:
A District Facility Planning Committee is being formed to study the White Bear Lake Area Schools' facilities and develop a comprehensive, long-range Facilities Master Plan for recommendation to the School Board. The facilities study and resulting recommendation will be based on capacity, current enrollment, projected enrollment, educational needs of the School District, alignment with the District's Strategic Vision, community recreation, special programs, school security, and financial stewardship.

Facility Planning Committee Timeline:

- The District Facility Planning Committee will meet approximately twice per month between October and December 2018 to study the needs of the District's facilities
- The Committee will begin their work together and then divide into three committees that will study several topics related to their larger category to understand the needs of the District:
    - Learning Spaces Committee:
        - Technology & Education
        - Educational Programming Goals
        - Building Equity, Modernization & Branding
        - Grade Configuration
        - Alignment with Strategic Vision
    - Community Spaces Committee:
        - Athletics & Performance Spaces
        - Community Partnerships
        - Activities & Community
    - Physical Conditions Committee:
        - Site Design
        - Building Condition
        - Capacity, Enrollment, & Grade Configuration
        - Efficient Operations
- The District Facility Planning Committee will present their findings to the School Board in January 2019
- Subsequently, the Facility Planning will be asked to reconvene in February-March 2019 to review the outcomes of the needs study and develop a long-range Facilities Master Plan for recommendation to the Board in Spring 2019

District Facility Planning Committee Meeting Dates:

All Meetings will be held at WBLAHS - South Campus except November 8.

Entire Committee Meeting #1: Tuesday, October 9, 2018 from 6:30 p.m. – 9:00 p.m. Theater		
Entire Committee Meeting #2: Tuesday, October 23, 2018 from 6:30 p.m. – 9:00 p.m. Theater		
Learning Spaces Committee Meeting #3: District Center Rm 112 November 8, 2018 from 6:00 p.m. – 8:00 p.m.	**Community Spaces Committee Meeting #3: Room 611** November 7, 2018 from 7:30 p.m. – 9:00 p.m.	**Physical Conditions Committee Meeting #3: Room 611** November 7, 2018 from 5:45 p.m. – 7:15 p.m.
Learning Spaces Committee Meeting #4: Room 611 November 29, 2018 from 6:00 p.m. – 8:00 p.m.	**Community Spaces Committee Meeting #4: Room 611** November 28, 2018 from 5:45 p.m. – 7:15 p.m.	**Physical Conditions Committee Meeting #4: Room 611** November 28, 2018 from 7:30 p.m. – 9:00 p.m.
Learning Spaces Committee Meeting #5: Room 611 December 6, 2018 from 6:00 p.m. – 8:00 p.m.	**Community Spaces Committee Meeting #5: Room 611** December 5, 2018 from 7:30 p.m. – 9:00 p.m.	**Physical Conditions Committee Meeting #5: Room 611** December 5, 2018 from 5:45 p.m. – 7:15 p.m.
Learning Spaces Committee Meeting #6: Room 611 December 20, 2018 from 6:00 p.m. – 8:00 p.m.	**Community Spaces Committee Meeting #6: Room 611** December 19, 2018 from 5:45 p.m. – 7:15 p.m.	**Physical Conditions Committee Meeting #6: Room 611** December 19, 2018 from 7:30 p.m. – 9:00 p.m.
Entire Committee Meeting #7: January 16, 2019 from 6:30 p.m. – 9:00 p.m.		
Present Needs Findings to School Board: January 28, 2019 (Board Meeting)		
February – March 2019: Facility Planning Committee Master Plan Development		
April – May 2019: Community-Wide Engagement and Feedback		

Background Information:

- As good stewards of the community's resources, the District is committed to periodically analyzing its buildings to assess how well facilities are meeting student, staff and community needs and recommending needed changes.
- The last major investment in facilities in the District:
    - Construction of Oneka Elementary, renovations at Hugo (2003)
    - Title IX improvements at high school sites (2003)
    - Elementary improvements and/or gym additions
    - Lakeaires, Matoska, Willow, Vadnais (2012-2014)
    - Theater Improvements at Dist Center (2003), NC, SC (2012)
    - Synthetic Turf at South Campus (2015)
- Enrollment in the District is projected to continue to grow.
- Significant changes have occurred in the District since the last major facilities improvement, including:
    - Implementation of all-day Kindergarten
    - High School Career Pathways programming
    - Changes in educational practices call for more small group and flexible learning spaces

    - Early Childhood programming is widely recognized as a key tool for student achievement and requires learning space appropriate for young learners
    - Population changes within the communities of White Bear Lake Area Schools
- The facilities require continual investment in systems for maintenance that is not adequately funded by the State
- With this information in mind, the School District is asking the Facility Planning Committee to help formulate the most effective and efficient plan to address facilities needs in the District.

District Facility Planning Committee Charge:

- Develop a comprehensive long-range Facilities Master Plan with one or more scenarios for recommendation to the School Board that will:
    - Best serve the School District's educational goals
    - Be financially attainable and sustainable
    - Reflect the values and priorities of the communities of White Bear Lake Area Schools
    - Accommodate the District's PreK-12 enrollment and other programs
    - Cover anticipated needs for the next 10 years, as well as recognize major issues beyond 10 years
    - Be consistent with the School District's Strategic Vision
    - Recommend optimal use of facilities, accommodate projected enrollment and support educational delivery along with the rationale for the recommendations
- To do this, the Committee will analyze data in order to:
    - Understand and quantify building capacity for Early Childhood, K-12, and Community Education programming
    - Understand facility maintenance needs and recommend priorities to the District
    - Address both capital costs and operational costs
- The Committee recommendation should reflect optimal use of the District's facilities and cover anticipated future needs, as well as any topics requiring further study

District Facility Planning Committee Composition and Operation:

- It is the intent of the District to assemble a large Planning Committee to encourage engagement and participation in the District's planning process.
    - All interested participants should submit an application (available at the District Office or online at www.isd624.org) to the District by *September 24, 2018*
- The District Facility Planning Committee will be selected for Members that have wide variety of backgrounds, skills and perspectives, represent a broad cross-section of the community and have an interest in the long-term health of the School District
- All Committee meetings will be open to the public, although only members will be able to participate and vote
- All Committee meeting dates and materials will be published on the School District's website
- All Meetings will be held at WBLAHS - South Campus

District Facility Planning Committee Application and Selection Process:

- The District solicited applications for interested community members until *September 24, 2018*
- The District will review all applications to identify Planning Committee members by *October 1, 2018*

Outcome:

- White Bear Lake Area Schools will have a comprehensive, long-range Facilities Master Plan to accommodate enrollment and programs over the next 10 years that is financially sustainable.

Comprehensive Facilities Planning

Community and Staff Committees

Comprehensive Facilities Study - Strategic Plan

Strategy 6: *Ensure learning environments enhance students' educational experience*.



Comprehensive Facilities Study

Last major investment in facilities

- ➔ Construction of Oneka Elementary, renovations at Hugo (2003)
- ➔ Title IX improvements at high school sites (2003)
- ➔ Elementary improvements and/or gym additions
  - ◆ Lakeaires, Matoska, Willow, Vadnais (2012-2014)
- ➔ Theater Improvements at Dist Center (2003), NC, SC (2012)
- ➔ Synthetic Turf at South Campus (2015)

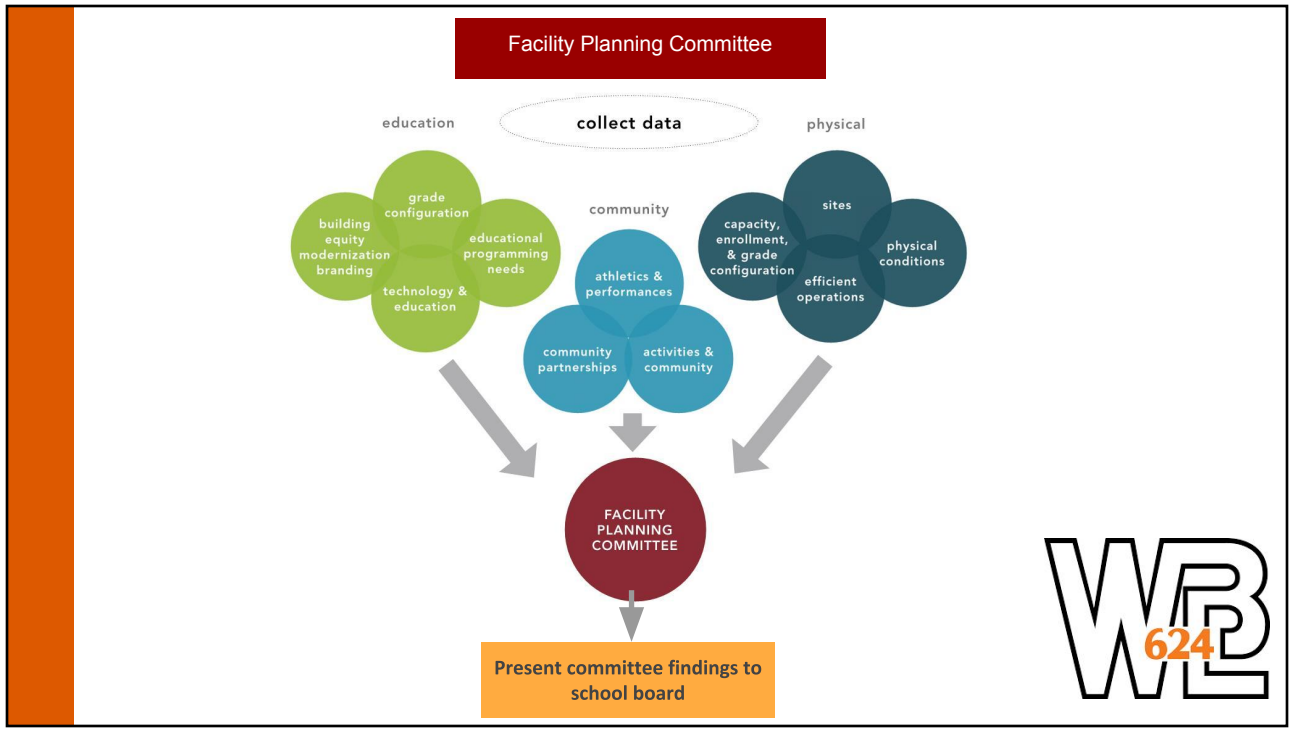


Comprehensive Facilities Study

Since 2003 much has changed:

- Enrollment growth - up approx 600 students in last 6 years
- All day kindergarten - doubles the need for kgtn classroom space
- Growth of early childhood programming - now seen as a key tool for academic achievement
- New programming needs
- Increased need for activity and athletic spaces
- Population changes within district boundaries

With these needs in mind, the district charges the facility planning committee to make recommendations to identify the most effective and efficient plan to address facility needs to fulfill the strategic plan.

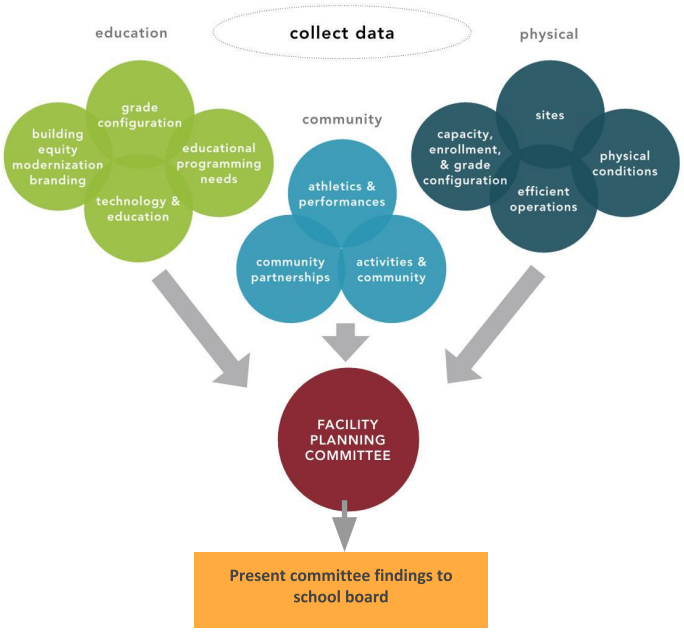


Facility Planning Committee

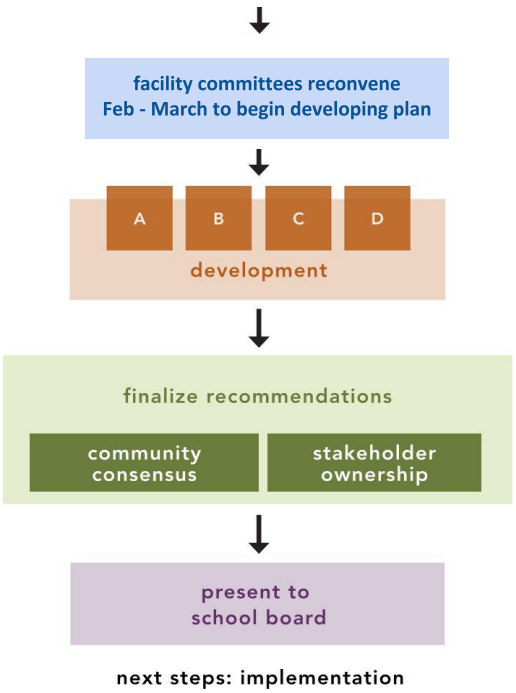
Collect data

- **Demographic Study:** 5 yr and 10 yr projections
- **Facilities Physical Analysis:** physical conditions of sites
- **Site capacity analysis:** identify capacity of our sites as currently utilized

Facility Planning Committee







next steps: implementation



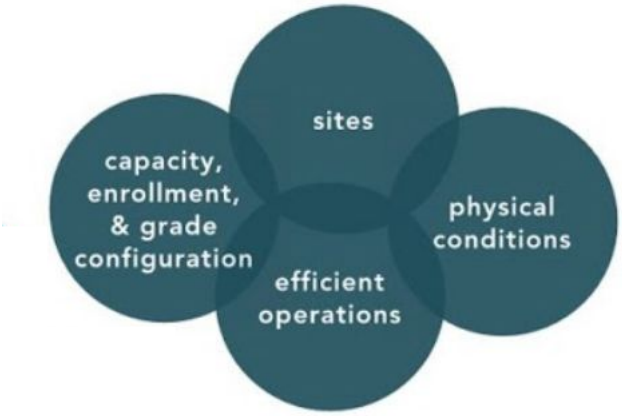
Learning Spaces Committee



Community Space Committee



Physical Conditions Committee

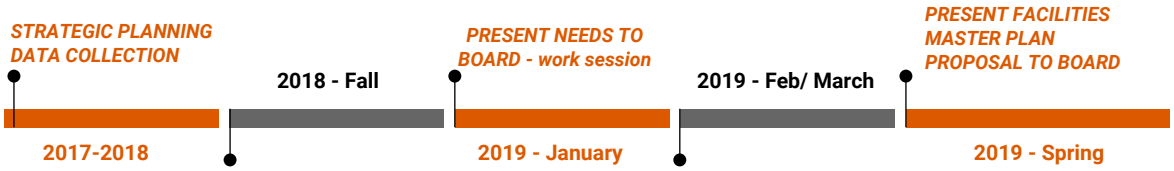


Committee Application Process

Applications on District Website - Staff and community members can find the application (both digital and printable forms) on the main page of the disk.

- ➔ Each committee will be comprised of members of the community and staff.
- ➔ Applications due September 24
- ➔ Committee members notified by October 1
- ➔ First Meeting will be on October 9 at South Campus

Comprehensive Facilities Process - Timeline



- Strategy 6: Ensure learning environments enhance students' educational experience
- Enrollment projections
- Capacity analysis
- Deferred maintenance

COMMUNITY/STAFF COMMITTEES
Oct 9-Dec 19

- Learning Spaces
- Community Spaces
- Physical Conditions

***COMMITTEES RECONVENE* to develop facilities master plan**

Comprehensive Facilities Process - Timeline

- ➔ Board asked to commission facility committees on Sept 10
- ➔ Committee applications: Sept 11 - 24
- ➔ Committee selection: Oct 1
- ➔ Committee meetings: Oct 9 - Dec 19
- ➔ Report needs assessment to the Board in January
- ➔ Committees will reconvene Feb - March to finalize recommendations
- ➔ Bring final recommendations to the Board in Spring

AGENDA ITEM:	**Action on Contract with Construction Manager Kraus-Anderson Construction**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Tim Wald, Assistant Superintendent for Finance and Operations**

BACKGROUND:

At the August 13 school board meeting the Board was introduced to John Huenink, Vice President and Director of Education at Kraus-Anderson Construction Company. Kraus-Anderson is serving as owner representative during our work with Wold Architects and Engineers on comprehensive facilities planning.

Kraus-Anderson is providing the service at no charge until and if a facilities referendum is passed. If this occurs, Kraus-Anderson will continue to serve as an owner representative during the construction phase, managing the bid process with contractors, scheduling work to established timelines, and ensuring all construction requirements are followed by contractors. The base fee for the construction phase will be 2% of project costs.

Contracting with construction manager as owner representative is typical, as most school districts do not have the internal capacity to manage multiple large construction projects. 'The enclosed contract was negotiated on behalf of the District by legal counsel Rupp, Anderson, Squires and Waldspberger.

RECOMMENDED ACTION: Approve the contract with Construction Manager Kraus-Anderson Construction as recommended by the administration.

AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Tenth day of September in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

White Bear Lake Area Schools
ISD 624
4855 Bloom Avenue
White Bear Lake, MN 55110

and the Construction Manager:
(Name, legal status, address and other information)

Kraus-Anderson® Construction Company
501 South Eighth Street
Minneapolis, MN 55404

for the following Project:
(Name, location and detailed description)

White Bear Lake Area Schools
Referendum Planning & Construction Manager Services
For District Wide Maintenance, Addition and/or New Facilities

The Architect:
(Name, legal status, address and other information)

Wold Architects and Engineers
Suite W2000
332 Minnesota Street
St. Paul, MN 55101

The Owner and Construction Manager agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

The Owner may seek voter approval for the issuance of bonds in an amount to be determined to finance a variety of anticipated facilities projects (the "Referendum Project(s)"). If the voters approve a bond referendum, the Owner intends to perform a number of projects on its buildings and facilities, including renovations, additions, and potentially the construction of at least one new school building. The exact scope of the Owner's program will be determined after the successful passage of a bond referendum.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be developed during the Design Phase.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined after passage of the Owner's bond referendum and, if a referendum is passed, development of the Owner's program and Referendum Projects by Architect, Owner, and Construction Manager.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

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To be determined

.2 Commencement of construction:

To be determined

.3 Substantial Completion date or milestone dates:

To be determined

.4 Other:

Each Referendum Project will have an agreed upon schedule in writing prior to construction start. Owner and Construction Manager agree that the anticipated design and construction schedule cannot be determined until after passage of a bond referendum. A mutually agreeable anticipated design and construction schedule for the Referendum Projects will be developed by the Owner and Construction Manager and reduced to writing by the parties following voter approval of a bond referendum.

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

To be determined

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Tim Wald, Assistant Superintendent for Finance and Operations
tim.wald@isd624.org
651-407-7516
White Bear Lake Area Schools
ISD 624
4855 Bloom Avenue
White Bear Lake, MN 55110

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

Same as 1.1.8 The Owner's representative identified in Section 1.1.8 shall obtain any necessary approvals of the Owner's School Board to the extent required by law.

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

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.1 Land Surveyor:

To be determined

.2 Geotechnical Engineer:

To be determined

.3 Civil Engineer:

To be determined

.4 Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

To be determined

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

John Huenink, Vice President
Phone: 612-255-2359
john.huenink@krausanderson.com
Kraus-Anderson® Construction Company
501 South Eighth Street
Minneapolis, MN 55404

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To be determined

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)

N/A

.2 Other consultants:

N/A

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

N/A

§ 1.1.15 Other Initial Information on which the Agreement is based:

Owner and Construction Manager agree that if a bond referendum does not pass, no payment will be due under this Agreement.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager ~~shall~~ shall, by appropriate written agreement, appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than Two Million Dollars and Zero Cents ($ 2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Five Hundred Dollars and Zero Cents ($ 1,500,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Ten Million Dollars and Zero Cents ($ 10,000,000.00) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. ~~The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.~~

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

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§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall ~~provide recommendations to the Owner on the division of~~ divide the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

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§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall ~~assist the Owner in preparing~~ prepare Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors. The Owner will review and approve contracts consistent with the Owner's approval process.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document

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A232–2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the

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Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall ~~have the authority to~~ reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and ~~Specifications with its written recommendation,~~ Specifications, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
.4 Request for information, Change Order, and Construction Change Directive status reports;
.5 Tests and inspection reports;
.6 Status report of nonconforming and rejected Work;
.7 Daily logs;
.8 Summary of all Multiple Prime Contractors' Applications for Payment;
.9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
.10 Cash-flow and forecast reports; and
.11 Any other items the Owner may require:

To be determined

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1 Contractor's work force report;
.2 Equipment utilization report;
.3 Cost summary, comparing actual costs to updated cost estimates; and
.4 Any other items as the Owner may require:

To be determined

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop

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Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the ~~Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors.~~ Owner and Construction Manager. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Services	Responsibility (Construction Manager, Owner ~~or~~ ~~Not~~ or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Owner	
§ 4.1.2 Architectural interior design (B252™–2007)	Owner	
§ 4.1.3 Tenant-related services	Owner	
§ 4.1.4 Commissioning (B211™–2007)	Owner	
§ 4.1.5 LEED® certification ~~(B214™–2012)~~ (B214™–2007)	Owner (if required)	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™–2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except ~~for services~~ to the extent services are required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written ~~authorization:~~ authorization. If written authorization is not received prior to the provision of such services, the Construction Manager shall not be entitled to compensation for said services.

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;

.3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.4 Preparation for, and attendance at, a public presentation, meeting or hearing;

.5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

.6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;

.7 Assistance to the Initial Decision Maker, if other than the Architect; or

.8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and (i) the Owner shall compensate the Construction Manager for those services performed prior to the Construction Manager's receipt of the Owner's written notice; and (ii) the Owner shall have no further obligation to compensate the Construction Manager for those services and the Construction Manager shall have no further obligation to the Owner to perform those services:

.1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.

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.2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

.3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed ~~within ( ) months of the date of this Agreement,~~ per schedule defined in Article 1.1.4, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services. Amendments for additional scope as mutually agreed upon can extend this contract.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other

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than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Nothing herein shall obligate the Owner to defend or indemnify the Construction Manager for its alleged negligent or wrongful actions or omissions.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services. Failure of the Owner to provide notice shall not relieve the Construction Manager from its obligations under this agreement.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. ~~When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.~~

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.16 The services, information and reports provided by the Owner pursuant to this Article 5 shall be provided at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating

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conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

.2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.3 implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. ~~The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] ~~Arbitration pursuant to Section 8.3 of this Agreement~~

[ ] ~~X~~ Litigation in a court of competent jurisdiction

[ ] ~~Other: *(Specify)*~~

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give ~~seven~~ thirty days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 ~~In the event of termination~~ To the extent a termination by the Owner is not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise ~~compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.~~ compensated.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such ~~termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.~~ termination.

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§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such ~~termination, along with reasonable overhead and profit on services not completed during the Construction Phase.~~termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to the extent required by applicable law or except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Upon Owner's request, the Construction Manager shall reasonably assist the Owner by providing the Owner with information in the Construction Manager's possession that the Owner believes is necessary to comply with the Owner's obligations under the Minnesota Government Data Practices Act.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

Construction Manager will be compensated for Basic Services as noted in Sections 11.1.1 and 11.1.2 below. Construction Manager's two percent (2%) fee for the costs of work as defined by Article 6 will be converted to a one-time lump sum payment for each Referendum Project, with no additional mark up on changes, once the final

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scope of a Referendum Project is determined and agreed upon in writing by the parties, with such final scope and compensation for Preconstruction Phase Services and Construction Phase Services being incorporated into this Agreement via a written amendment signed by the Owner and Construction Manager. If the Owner does not obtain voter approval of a referendum, Construction Manager shall not be entitled to any fee or compensation under this Agreement for Basic Services and this Agreement may be terminated at Owner's option pursuant to Section 12.2.

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

No Fee for study phase / referendum services. Upon passage of the referendum, the Construction Manager shall be paid the following for other Pre-Construction Phase Services (i) the Construction Manager's costs for administering and managing the Project at the hourly rates set forth in Section 11.5, (ii) the costs of the Construction Manager's field labor for general conditions work at the hourly rates as set forth in Section 11.5, and (iii) any Reimbursable Expenses. The administration team will be budgeted at the rates specified in Section 11.5 for preconstruction as needed once final scope and durations are determined for each Referendum Project, and shall be approved by the Owner in writing.

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

No Fee for study phase / referendum services. The Construction Manager shall be paid (i) a fee of 2% of the costs of the work as defined by Article 6, (ii) the Construction Manager's costs for administering and managing the Project at the hourly rates set forth in Section 11.5, (iii) the costs of the Construction Manager's field labor for general conditions work at the hourly rates as set forth in Section 11.5 and (iv) any Reimbursable Expenses. The administration team will be budgeted at the rates specified in Section 11.5 for Construction Phase Services as needed once the final scope and durations are determined for each Referendum Project, and shall be approved by the Owner in writing.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Section 11.5. If the Owner does not obtain voter approval of a referendum, Construction Manager shall not be entitled to any fee or compensation under this Agreement for Additional Services, and this Agreement may be terminated at Owner's option pursuant to Section 12.2.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

By mutual agreement between parties through contract amendment.

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus zero percent (0 %), or as otherwise stated below:

See Section 11.5. If the Owner does not obtain voter approval of a referendum, Construction Manager shall not be entitled to any fee or compensation under this Agreement for Additional Services, and this Agreement may be terminated at Owner's option pursuant to Section 12.2.

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
Project Director/VP/DOO	$163.00
Senior Project Manager/Construction Executive	$136.00

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Project Manager	$118.00
Assistant PM, Project Engineer & Field Engineer	$91.00
Director of Preconstruction	$136.00
Preconstruction Manager/Estimator	$118.00
Assistant Estimator	$91.00
Project Intern	$44.00
Safety Director	$125.00
Safety Engineer & Safety Manager	$109.00
Quality Director	$145.00
Quality Manager	$118.00
MEP Specialist	$125.00
VDC/BIM	$105.00
General Superintendent	$125.00
Field Superintendent	$115.00
Assistant Superintendent	$105.00
Project Coordinator, Accounting & Marketing	$55.00
Computer/IT	$74.00
Yard Delivery	$97.00

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 General Liability, Professional Liability, and Umbrella Liability insurance at a rate of .075% of the cost of all Kraus-Anderson services billed; and
~~.11~~ .12 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

~~%~~ The local rate of interest as set forth by Minnesota Statute 549.09.

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of

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changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 DOCUSIGN ELECTRONIC SIGNING SYSTEM. The Construction Manager has an agreement with DocuSign, Inc. ("DocuSign") with respect to the DocuSign electronic signing system (the "DocuSign System"). The DocuSign System may be used to facilitate the administration and execution of the Owner's Construction Contracts with the Multiple Prime Contractors, as well as various other Contract Documents requiring signatures. Should the Owner elect to have the Construction Manager use the DocuSign System with respect to any portion of the Project, the Owner acknowledges and agrees that (i) the Owner conducted its own independent investigation and evaluation as to all legal and other considerations related to its decision to use the DocuSign System on the Project, (ii) the Owner did not rely on any advice, recommendations or representations of the Construction Manager in making the Owner's independent determination to use the DocuSign System on the Project, (iii) the Construction Manager and DocuSign are not affiliated with each other and the Construction Manager does not warrant or guarantee any portion of the DocuSign System, (iv) the Construction Manager does not warrant or guarantee that the DocuSign system complies with or satisfies any legal requirements applicable to its use on the Project, and (v) to the fullest extent permitted by law, the Owner waives, and shall hold harmless and indemnify the Construction Manager from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the DocuSign System on the Project.

§ 12.2 OWNER'S RIGHT TO TERMINATE AGREEMENT. The Owner has the right to terminate the contract upon failure of a referendum or continue if desired on future referendums.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 ~~AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:~~

.3 ~~AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit I – Tool and Equipment Rates

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This Agreement is entered into as of the day and year first written above.

White Bear Lake Area Schools, ISD 624 | Kraus-Anderson® Construction Company

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

H. John Huenink VP

(Printed name and title)

Init.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:32:20 on 08/31/2018 under Order No. 2401495325 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser , as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AGENDA ITEM:	**Action on Resolution Authorizing Issuance of Individual Procurement Cards**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Tim Wald, Assistant Superintendent for Finance and Operations** **Tom Wieczorek, Director of Finance**

BACKGROUND:

For the past few years we have had P-Cards (credit cards) issued directly from BMO (Bank of Montreal). The recommended resolution will authorize our participation in the MSDLAF (PFM) P-Card program. This program is endorsed by the MASA, MSBA and MASBO. The endorsed program will allow us to participate in rebates based on usage not available to us in the program that is directly from BMO. Please note that the MSDLAF program also uses BMO as the issuer of their cards, but regulations will not allow us to simply transfer our existing accounts over the MSDLAF.

RECOMMENDED ACTION: Approve the resolution authorizing issuance of individual procurement cards as attached.

Member_____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING ISSUANCE OF INDIVIDUAL PROCUREMENT CARDS

WHEREAS, the School Board has authority to authorize the purchase of goods and services by use of Procurement Cards; and

WHEREAS, the Minnesota Association of School Administrators ("MASA") has entered into an Administration Agreement with PFM Financial Services LLC, to administer, on behalf of participating school districts in the State of Minnesota, a Procurement Card system. The Procurement Cards will be issued to individual authorized employees of the district, by the Bank of Montreal, a Canadian chartered bank with a branch at 115 South LaSalle Street, Chicago, IL 60603 with established limits and purpose; and

WHEREAS, it is the desire of the School Board to enable each authorized individual employee to procure authorized supplies and services for School District purposes in order to facilitate creative pedagogical processes and efficient School District operations; and

WHEREAS, it is the desire of the School Board to reduce the economic burden on the resources of the School District by increasing efficiency and reducing the administrative costs of the School District and to respond to the exigencies of the day-to-day operations in accordance with the procurement process as established by Minnesota Statutes; and

WHEREAS, the School Board recognizes that the Procurement Card is neither a substitute for public bidding nor the School District's existing procurement program, and that the Procurement Card Program is not being implemented for the purpose of bid splitting and/or the avoidance of the statutorily mandated public bidding process; and

WHEREAS, the School Board recognizes the economic and financial savings and benefits to be gained by establishing an electronic Procurement Card system and sponsors and endorses the Corporate MasterCard Procurement Card Program;

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

1. The Superintendent and Assistant Superintendent of Finance and Operations are authorized to enter into an Agreement with the Bank to secure Procurement Cards for each authorized employee of the School District under such terms and conditions as approved by its legal counsel and the School Board.

2. As a condition precedent to receiving the Procurement Card, each authorized employee shall execute a Procurement Card Use Agreement.

3. As a condition precedent to receiving the Procurement Card, [the School Board/School Board Treasurer/Business Manager or designee] shall establish a monetary limit of authority for each employee's use of the Procurement Card.

4. As a condition precedent to issuance of a Procurement Card, the School Board or designee shall establish in writing purchasing parameters in accordance with the law including but not limited to: (a) a listing of goods and services which may be procured using the Card; (b) authorized vendors; (c) daily/weekly/monthly/annual monetary Procurement Card limits for each employee recipient of the Procurement Card. Employee recipients shall submit a list of School District goods and services to be annually purchased with the card, which shall be approved in writing by Assistant Superintendent of Finance and Operations or designee.

5. As a condition precedent to receiving the Procurement Card, each employee recipient shall sign an Agreement of Indemnity, which is included in the Procurement Card Use Agreement.

6. The School Board hereby expressly authorizes the Chair, Clerk and Superintendent to execute the Procurement Card Use Agreement on its behalf.

7. Upon receipt and use of a Procurement Card, the cardholder shall submit receipts and such information as periodically requested by [the School Board,/School Board Treasurer/Business Manager or designee].

8. The Superintendent shall establish procedures and internal controls to implement this program, to ensure that Procurement Cards are being used only for authorized school district business purposes and in compliance with applicable law, and to allow for easily verifiable audits of their use. These procedures and internal controls and any changes thereto shall be submitted to the School Board at least annually for its review and input.

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

and the following voted again the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA ,

COUNTY OF RAMSEY

I the undersigned, being the duly qualified and acting Clerk of Independent School District No.624, State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of said school district duly called and held on September 10, 2018 so far as such minutes relate to the adoption of a resolution authorizing the issuance of individual procurement cards, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this 10th day of September, 2018 .

_____
Clerk

AGENDA ITEM:	**Action on Tentative Agreement – 2018-19 Contract with Administrators' Association**
MEETING DATE:	**September 10, 2018**
SUGGESTED DISPOSITION:	**Operational Item**
CONTACT PERSON(S):	**Mitch Cooper, Director of Human Resources**

BACKGROUND:

The District has reached a tentative agreement with the Administrators' Association. The unit ratified the tentative agreement in August for 2018-19.

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

Mitch Cooper will be available to answer questions.

RECOMMENDED ACTION:

Approve the proposed 2018-2019 Agreement with the Administrators' Association by passing the following resolution.

RESOLUTION:

WHEREAS, the parties have reached a tentative agreement on the 2018-19 Contract;

WHEREAS, the Administrators' Association has ratified the Contract;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2018-2019 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board.