

**INDEPENDENT SCHOOL
DISTRICT #624**



**SCHOOL BOARD
MEETING PACKET**

October 8, 2018

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**

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

To: Members of the School Board

From: Dr. Wayne A. Kazmierczak
Superintendent of Schools

Date: October 2, 2018

A student recognition will be held on Monday, October 8, 2018 at 6:30 p.m. in Community Room 112. The recognition will end prior to the start of the 7:00 p.m. Board meeting.

A meeting of the White Bear Lake Area School Board will be held on **Monday, October 8, 2018** at 7:00 p.m. in Community Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN.

AGENDA

A. PROCEDURAL ITEMS

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Consent Agenda
 - a) Approval of Minutes
 - b) Payment of Invoices
 - c) Correspondence
 - d) Acceptance of Gifts
 - 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 (3minutes per speaker, 10 minutes per topic, no more than 3 speakers per topic as a general rule). Comments should be brief, and repetition of public comments already expressed at the same meeting should be avoided.
3. Those 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. Superintendent's Report

D. DISCUSSION ITEMS

1. 2017-18 World's Best Workforce Annual Report
2. First Reading of School Board Policies
 - a. Policy 206, Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations
 - b. Policy 211, Criminal or Civil Action Against School District, School Board Member, Employee or Student
 - c. Policy 421, Gifts to Employees, Classrooms, and School Board Members
 - d. Policy 423, Employee-Student Relationships
 - e. Policy 424, License Status
 - f. Policy 505, Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees
 - g. Policy 509, Enrollment of Nonresident Students

E. OPERATIONAL ITEMS

1. Action on Resolution for Combined Primary Polling Place for 2019 State Primary and State General Election
2. Action on Delonais/North Campus Property Quitclaim
3. Action on Transportation Contracts
4. Second 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,
 - f. Policy 616, School District System Accountability

F. BOARD FORUM

G. ADJOURNMENT

A. PROCEDURAL ITEMS

AGENDA ITEM: **Consent Agenda**
MEETING DATE: **October 8, 2018**
SUGGESTED DISPOSITION: **Action Items**
CONTACT PERSON(S): **Dr. Wayne 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

RECOMMENDED ACTION:

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

AGENDA ITEM: **School Board Minutes**
MEETING DATE: **October 8, 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.

RECOMMENDED ACTION:
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, September 10, 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: Chapman, Ellison, Fahey (absent), Mullin, Newmaster, Wilson, Beloyed.
Ex-officio: Kazmierczak
Cabinet: Cooper, Garrison, Maurer, Ouren, Paul, Vette, Wald
3. Pledge of Allegiance
4. Chapman moved and Wilson seconded to approve the agenda as presented. ***Voice vote: all ayes. Motion carried.***
5. Ellison moved and Beloyed seconded to approve the Consent Agenda consisting of:
 - Approval of minutes for regular meeting of August 13 and work-study meeting of August 27;
 - 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:
 - **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 Vanderbilt – Program Assistant Leader, Lincoln Elementary
Employed by District 624 since 01/31/2012
Effective Date: 09/05/2018
 - **Resignation/Termination – Non-Affiliated**
 - 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-Affiliated**

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 Maldonado 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 Tantt – .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

***Roll call vote: ayes, Chapman, Ellison, Mullin, Newmaster, Wilson, Beloyed.
Nays none. Motion carried.***

B. PUBLIC FORUM – no one spoke.

C. INFORMATION ITEMS

1. Superintendent Kazmierczak introduced the opening of school report. Members of the Leadership Team and Cabinet highlighted work done this summer and through the final days before school began to help students, staff, and families get off to a great start. A PowerPoint with details and photos is included in the board packet.
2. Update from White Bear Lake Area Educational Foundation – Connie Mennie, president of the White Bear Lake Area Educational Foundation, and Dawn Hank, executive director, provided an update on the work of the Educational Foundation including a variety of grants and special fund projects which benefit our students, classrooms and families.
3. Superintendent's Report on the first week of the school year highlighted welcoming activities for our students in Early Childhood programs, Elementary and Secondary schools and encouraged participation in 624 e-newsletters, Facebook and Twitter pages and Homecoming 2018 events. Strategic Planning and Facilities Planning updates were also introduced.

D. DISCUSSION ITEMS

1. 2018-19 School Board/Administration Priorities – Dr. Kazmierczak discussed with the School Board the 2018-19 School Board/Administrative priorities, which will include Phase I strategic plan priorities.

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.
2. Opening Enrollment Report – Assistant Superintendent for Finance and Operations, Tim Wald presented opening school enrollment as of the end of the first week of school at tonight's meeting. Enrollment details for each school, grade level and trends were presented. Enrollment data will be analyzed when locked in October first.
3. Summary of Evaluation of Superintendent – School Board Vice Chair Kim Chapman summarized the School Board conclusions regarding the yearly evaluation of the Superintendent Dr. Wayne Kazmierczak.
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

These policies will be on the October 8th School Board meeting as operational items.

E. OPERATIONAL ITEMS

1. Chapman moved and Wilson seconded to 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.
Roll call vote: ayes, Chapman, Ellison, Mullin, Newmaster, Wilson, Beloyed. Nays none. Motion carried.
2. Wilson moved and Chapman seconded to Approve the pre referendum contract with Construction Manager Kraus-Anderson Construction as recommended by the administration. **Roll call vote: ayes, Chapman, Ellison, Mullin, Newmaster, Wilson, Beloyed. Nays none. Motion carried.**
3. Ellison moved and Beloyed seconded to approve the resolution authorizing issuance of individual procurement cards as attached. **Roll call vote: ayes, Chapman, Ellison, Mullin, Newmaster, Wilson, Beloyed. Nays none. Motion carried.**
4. Wilson moved and Ellison seconded to approve the Tentative Agreement - 2018-19 Contract with Administrators' Association by passing the following 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. **Roll call vote: ayes, Chapman, Ellison, Mullin, Newmaster, Wilson, Beloyed. Nays none. Motion carried.***

- F. **BOARD FORUM** - Chapman extended an invitation to the Willow Lane School Community Conversation and Feast on September 27th. Ellison promoted the BearPower Harvest Party September 23rd at the White Bear Area Community Garden. Mullin congratulated District 624 athletes as the fall sport season begins.
- G. **ADJOURNMENT** – Mullin motioned and Wilson seconded to adjourn the meeting at 8:45 p.m.

Submitted by Marge Newmaster, Acting Clerk

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

A regular/special meeting of the White Bear Lake Area School Board was held on **Monday, September 24, 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 5:31 p.m.
Roll Call - Present: Beloyed, Chapman, Fahey, Mullin, Newmaster, Wilson.
Absent: Ellison
Ex-officio: Kazmierczak
Student Representative: Makena Pratt
Cabinet: Cooper, Garrison, Maurer, Ouren, Paul, Vette, Wald

B. OPERATIONAL ITEMS

1. Certification of 2018 Pay 2019 Proposed Property Tax Levy
Wilson moved and Newmaster seconded to approve the 2018 Pay 2019 proposed property tax levy. ***Roll call vote: ayes, Beloyed, Chapman, Fahey, Mullin, Newmaster, Wilson. Nays: none. Motion carried.***

- C. ADJOURNMENT** - Wilson moved and Mullin seconded to adjourn the meeting ‘ at 5:45 p.m.

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, September 24, 2018** at 5:46 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 5:46 p.m.
Roll Call - Present: Beloyed, Chapman, Fahey, Mullin, Newmaster, Wilson
Absent: Ellison
Ex-officio: Kazmierczak
Student Representative: Makena Pratt
Cabinet: Cooper, Garrison, Maurer, Ouren, Paul, Vette, Wald

B. DISCUSSION ITEMS

1. Cultural Liaison Introductions - Assistant Superintendent for Teaching and Learning Sara Paul introduced five of our six cultural liaisons: Early Childhood Liaison Amy Ottaviani; Early Childhood Hmong Liaison Mee Yang; Latino Liaison Briana Santoscoy; Native American Liaison Jordan Zickermann; and African American Liaison Michael Jett Sr. Each liaison described their role and an overview of engagement priorities for this year. Information on each cultural liaison is available in the board packet.
2. World's Best Workforce Annual Report - Assistant Superintendent for Teaching and Learning Sara Paul and Assessment Coordinator Brian Morris presented the 2017-18 World's Best Workforce Measures of Academic Success. The goals and results relate to the following five priorities: All children are ready for kindergarten; All third-graders can read at grade-level; All achievement gaps are closed; All students are ready for career and/or postsecondary education; and All students graduate. The presentation is available on the district website.
3. Safety and Security Update - Assistant Superintendent for Finance and Operations Tim Wald introduced new hire Safety and Emergency Supervisor Kevin Klecker. Mr. Klecker provided an update on safety, security and emergency response protocols. The presentation is available on the district website.

Wilson moved and Chapman seconded to go into closed session at 7:28 p.m. ***Voice vote: all ayes. Motion carried.***

4. Closed Session for Negotiations

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 Statute 13D.03. sections 179A.01 to 179A.25.

Chair Mullin reconvened the meeting at 7:36 p.m.

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

Absent: Ellison

Administrators present: Superintendent Kazmierczak, Cooper, Wald

C. **ADJOURNMENT** - Wilson moved and Beloyed seconded to adjourn the meeting at 7:54 p.m.

Submitted by: Ellen Fahey, Clerk

AGENDA ITEM: **Monthly Check Registers**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Action Item**

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

BACKGROUND:

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

RECOMMENDED ACTION:

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

White Bear Lake Area Schools

Electronic Transfers - September

		<u>9/14/2018</u>	<u>9/28/2018</u>
Direct Deposit	527123-528516	1,944,322.28	
Direct Deposit	528517-529937		1,967,721.66

CHECK NUMBER	VENDOR	AMOUNT	CHECK DATE	CHECK TYPE
95594	BETHEL UNIVERSITY FINANCIAL AID OFFICE	\$ 1,000.00	9/5/2018	R
95595	AARP DRIVER SAFETY PROGRAM	\$ 325.00	9/6/2018	R
95596	ACCOUNTEMPS	\$ 1,828.96	9/6/2018	R
95597	AGUILERA, TERRY N	\$ 134.00	9/6/2018	R
95598	AMAZON	\$ 158.21	9/6/2018	S
95599	AMAZON	\$ 2,232.13	9/6/2018	S
95600	AMAZON	\$ 287.23	9/6/2018	S
95601	AMAZON	\$ 606.87	9/6/2018	S
95602	AMAZON	\$ 719.77	9/6/2018	S
95603	AMAZON	\$ 227.87	9/6/2018	S
95604	AMAZON	\$ 174.62	9/6/2018	S
95605	AMER RED CROSS	\$ 448.00	9/6/2018	R
95606	ANDERSON, ANTHONY	\$ 67.00	9/6/2018	R
95607	ANDERSON, ERIC	\$ 107.00	9/6/2018	R
95608	ANOKA-HENNEPIN SCHOOL DISTRICT	\$ 1,400.00	9/6/2018	R
95609	APPLE COMPUTER INC	\$ 1,201.00	9/6/2018	R
95610	ARAMARK REFRESHMENT SERVICES	\$ 110.17	9/6/2018	R
95611	ARMSTRONG HIGH SCHOOL	\$ 200.00	9/6/2018	R
95613	ASTLEFORD INTERNATIONAL TRUCKS	\$ 1,305.60	9/6/2018	R
95614	ATC GROUP SERVICES LLC	\$ 4,031.95	9/6/2018	R
95615	BACKUPIFY	\$ 3,496.38	9/6/2018	R
95616	BARNETT WB CHRYSLER JEEP DODGE	\$ 1,361.59	9/6/2018	R
95617	BARNES, W	\$ 40.00	9/6/2018	R
95618	BATTERIES PLUS BULBS	\$ 524.95	9/6/2018	R
95619	BECOME WORTH FOLLOWING	\$ 2,670.00	9/6/2018	R
95620	BERARD, LEAH	\$ 67.00	9/6/2018	R
95621	BERTRAM, TROY	\$ 67.00	9/6/2018	R
95622	BIRCHBARK BOOKS & NATIVE ARTS	\$ 41.32	9/6/2018	R
95623	BLICK ART MATERIALS	\$ 141.68	9/6/2018	R
95624	BLUEBIRD SCREEN PRINT	\$ 1,940.04	9/6/2018	R
95625	BMI EDUCATIONAL SERVICES	\$ 214.99	9/6/2018	R
95626	BOETTCHER, NICHOLAS	\$ 146.00	9/6/2018	R
95627	BOOKSOURCE	\$ 3,442.72	9/6/2018	R
95628	BRIGHTBYTES	\$ 3,473.80	9/6/2018	R
95629	BRIGHTBILL, THEODORE	\$ 116.00	9/6/2018	R
95630	BROWN, BRUCE	\$ 98.00	9/6/2018	R
95631	BRYAN ROCK PRODUCTS	\$ 706.67	9/6/2018	R
95633	BSN SPORTS	\$ 6,280.26	9/6/2018	R
95634	CAP ELECTRIC INC	\$ 688.85	9/6/2018	R
95635	CAROLINA BIOLOGICAL SUPPLY	\$ 734.10	9/6/2018	R
95636	CERTIFIED LABORATORIES	\$ 122.71	9/6/2018	R
95637	CINTAS CORP #470	\$ 196.99	9/6/2018	R
95638	CLEAN IMAGE	\$ 780.50	9/6/2018	R
95639	COMCAST	\$ 581.84	9/6/2018	R
95640	CONNEY SAFETY	\$ 726.40	9/6/2018	R

95641	CONTINENTAL RESEARCH CORP	\$	832.94	9/6/2018	R
95642	CORNERSTONE OCCUPATIONAL	\$	210.00	9/6/2018	R
95643	COUNCIL FOR EXCEPTIONAL CHILDREN	\$	230.00	9/6/2018	R
95644	CRETIN-DERHAM HALL	\$	350.00	9/6/2018	R
95645	CUB FOODS OF WHITE BEAR TWSHP	\$	1,077.93	9/6/2018	R
95646	DALCO CORPORATION	\$	19,644.38	9/6/2018	R
95647	DEGARDNER, RICK	\$	67.00	9/6/2018	R
95648	DELL MARKETING LP	\$	1,438.94	9/6/2018	R
95649	DESIGNER SIGN SYSTEMS INC	\$	687.24	9/6/2018	R
95650	DOUGLAS, SANDRA	\$	50.00	9/6/2018	R
95651	DUNBAR, N NATHAN	\$	146.00	9/6/2018	R
95652	ENERGY AND CONTROLS SOLUTIONS	\$	1,500.00	9/6/2018	R
95653	EQUITY ALLIANCE MN	\$	6,497.89	9/6/2018	R
95654	FASTENAL COMPANY	\$	577.32	9/6/2018	R
95655	FEEDBACK SPORTS LLC	\$	220.29	9/6/2018	R
95656	FESTIVAL FOODS-KNOWLAN'S	\$	134.33	9/6/2018	R
95657	FEZEU, ROSTAND	\$	58.00	9/6/2018	R
95658	FLAHERTY'S ARDEN BOWL	\$	767.44	9/6/2018	R
95659	FLINN SCIENTIFIC INC	\$	106.00	9/6/2018	R
95660	FOLLETT SCHOOL SOLUTIONS INC	\$	168.70	9/6/2018	R
95661	FOREST LAKE HIGH SCHOOL	\$	150.00	9/6/2018	R
95662	FRANTZ, WENDY	\$	58.00	9/6/2018	R
95663	GALLAGHERS NORTHWESTERN TIRE CO INC	\$	7,520.86	9/6/2018	R
95664	GILLUND ENTERPRISES	\$	951.88	9/6/2018	R
95665	PEARSON EDUCATION	\$	334.15	9/6/2018	R
95666	GOODHEART-WILCOX PUBLISHER	\$	2,528.08	9/6/2018	R
95667	GRANDMA'S BAKERY INC	\$	60.96	9/6/2018	R
95668	GREATAMERICA FINANCIAL SERVICES	\$	1,526.84	9/6/2018	R
95669	GULBRANDSEN, CONSTANCE	\$	35.00	9/6/2018	R
95670	HANSON, GENO	\$	146.00	9/6/2018	R
95671	HANSON, GORDON	\$	67.00	9/6/2018	R
95672	HEALTHPARTNERS	\$	162,646.81	9/6/2018	R
95673	HEALY AWARDS INC	\$	24.10	9/6/2018	R
95674	HEANEY, MONROE	\$	500.00	9/6/2018	R
95675	HEBERT, CADRA	\$	40.00	9/6/2018	R
95676	HERITAGE	\$	560.00	9/6/2018	R
95677	HISDAHL INC	\$	792.00	9/6/2018	R
95685	HOGLUND BUS AND TRUCK CO	\$	18,505.26	9/6/2018	R
95686	HOPKINS HIGH SCHOOL	\$	250.00	9/6/2018	R
95687	HOUGHTON MIFFLIN HARCOURT	\$	1,385.50	9/6/2018	R
95688	HOUSE OF PRINT	\$	9,624.67	9/6/2018	R
95689	IDEAL PRINTERS	\$	225.22	9/6/2018	R
95690	IGBAVBOA, URULE	\$	58.00	9/6/2018	R
95691	ISD #938 MAWSECO	\$	74.72	9/6/2018	R
95692	KATH FUEL OIL SERVICE CO	\$	80.20	9/6/2018	R
95693	KAY, HEATHER	\$	924.10	9/6/2018	R
95694	KEYSTONE INTERPRETING SOLUTIONS	\$	700.00	9/6/2018	R

95695 KNIGHT, MARTIN	\$ 69.00	9/6/2018 R
95696 KRAFT CONTRACTING & MECHANICAL	\$ 2,892.77	9/6/2018 R
95697 LAKE AREA FLOORING	\$ 2,300.00	9/6/2018 R
95698 LENZ, KELLY	\$ 69.00	9/6/2018 R
95699 LIBERTY CLASSICAL ACADEMY	\$ 475.00	9/6/2018 R
95700 L T G POWER EQUIPMENT	\$ 545.42	9/6/2018 R
95701 MADISON NATIONAL LIFE	\$ 34,018.98	9/6/2018 R
95702 MAILFINANCE INC	\$ 431.82	9/6/2018 R
95703 MANDILE, RICHARD	\$ 58.00	9/6/2018 R
95704 MASA	\$ 299.00	9/6/2018 R
95705 MASE	\$ 455.00	9/6/2018 R
95706 MN ASSOC OF SCHOOL MAINTENANCE SUPV	\$ 240.00	9/6/2018 R
95707 MN ASSOC SCHOOL PERSONNEL ADMIN	\$ 550.00	9/6/2018 R
95709 MEDCO SUPPLY CO	\$ 4,485.44	9/6/2018 R
95710 METRO MEALS ON WHEELS INC	\$ 159.50	9/6/2018 R
95711 METRO SOUND AND LIGHTING	\$ 6,970.00	9/6/2018 R
95712 MIDAMERICA ADMIN & RETIREMENT	\$ 2,769.37	9/6/2018 R
95713 MIDWEST BUS PARTS INC	\$ 273.00	9/6/2018 R
95714 MINVALCO INC	\$ 496.40	9/6/2018 R
95715 MN ALLIANCE WITH YOUTH	\$ 30,800.00	9/6/2018 R
95716 MN CLAY	\$ 568.45	9/6/2018 R
95717 MN DEPT OF HEALTH	\$ 35.00	9/6/2018 R
95718 MN JUNIOR HIGH SCHOOL	\$ 325.00	9/6/2018 R
95719 MOBILE RADIO ENGINEERING INC	\$ 1,178.70	9/6/2018 R
95720 MOUNDS VIEW HIGH SCHOOL	\$ 160.00	9/6/2018 R
95721 MY MEDICAL CLINIC	\$ 820.00	9/6/2018 R
95722 NAC MECHANICAL & ELECTRICAL SERV	\$ 2,000.00	9/6/2018 R
95723 NAGEL, JESSICA MA	\$ 187.50	9/6/2018 R
95724 NCPERS MINNESOTA	\$ 160.00	9/6/2018 R
95725 NEWARK ELEMENT 14	\$ 120.74	9/6/2018 R
95726 NORTH CENTRAL BUS SALES	\$ 107,556.72	9/6/2018 R
95727 NORTH CENTRAL BLUE BIRD BUS SALES	\$ 2,272.24	9/6/2018 R
95728 NORTHBOUND CREATIVE	\$ 700.00	9/6/2018 R
95729 NORTHEAST METRO INTERMEDIATE DISTRICT 916	\$ 4,687.22	9/6/2018 R
95730 NORTHWEST EVALUATION ASSOC	\$ 78,375.00	9/6/2018 R
95731 NYSTROM PUBLISHING CO INC	\$ 8,428.43	9/6/2018 R
95732 O'REILLY AUTOMOTIVE INC	\$ 590.72	9/6/2018 R
95733 ONENECK IT SOLUTIONS LLC	\$ 525.00	9/6/2018 R
95734 OXYGEN SERVICE CO INC	\$ 58.90	9/6/2018 R
95735 PATIENT TOOLS INC	\$ 141.00	9/6/2018 R
95736 PATTERSON, JAMES	\$ 40.00	9/6/2018 R
95737 PERNSTEINER CREATIVE GROUP	\$ 475.00	9/6/2018 R
95738 PINZ	\$ 125.00	9/6/2018 R
95739 PITNEY BOWES PURCHASE POWER	\$ 224.92	9/6/2018 R
95740 PODS COMPLETE CAR CARE	\$ 34.83	9/6/2018 R
95741 PORTA PHONE CO	\$ 137.45	9/6/2018 R
95742 PRESS PUBLICATIONS	\$ 641.48	9/6/2018 R

95743	RATWIK ROSZAK & MALONEY PA	\$	168.00	9/6/2018	R
95744	REGENTS OF THE UNIV OF MN	\$	4,000.00	9/6/2018	R
95745	RICKERT, DENNIS	\$	58.00	9/6/2018	R
95746	RIDDELL INC	\$	80.97	9/6/2018	R
95747	ROGERS HIGH SCHOOL	\$	200.00	9/6/2018	R
95748	RYDIN DECAL	\$	312.00	9/6/2018	R
95749	SAMS CLUB	\$	465.74	9/6/2018	S
95750	SCHOLASTIC BOOK CLUBS	\$	142.00	9/6/2018	R
95751	SCHOLASTIC INC	\$	63.71	9/6/2018	R
95752	SCHOLASTIC INC	\$	556.60	9/6/2018	R
95754	SCHOOL HEALTH CORPORATION	\$	3,852.68	9/6/2018	R
95755	SCHUSTER, HEIDI	\$	48.48	9/6/2018	R
95756	SEEVER, GRAY	\$	165.00	9/6/2018	R
95757	SITEONE LANDSCAPE SUPPLY	\$	557.30	9/6/2018	R
95758	SKYWARD INC	\$	1,470.00	9/6/2018	R
95759	SMITLEY, SHARON	\$	275.00	9/6/2018	R
95760	SCHOOL NUTRITION ASSOC (SNA)	\$	15.00	9/6/2018	R
95761	SOUTHERN MN INSPECTION	\$	3,675.35	9/6/2018	R
95762	SPORTBOARDZ	\$	57.00	9/6/2018	R
95763	ST CROIX RECREATION CO INC	\$	7,371.00	9/6/2018	R
95764	STAPLES ADVANTAGE	\$	6,276.02	9/6/2018	R
95765	STENHOUSE PUBLISHERS	\$	38.00	9/6/2018	R
95766	SUBURBAN EAST CONFERENCE	\$	5,800.00	9/6/2018	R
95767	SUNTEX INTL INC	\$	652.80	9/6/2018	R
95768	SYNOVIA SOLUTIONS	\$	1,711.40	9/6/2018	R
95769	TEACHER INNOVATIONS INC	\$	140.40	9/6/2018	R
95770	TEAM CONNECTION	\$	485.00	9/6/2018	R
95771	THE SHOWCASE PLACE	\$	500.00	9/6/2018	R
95773	THYSSENKRUPP ELEVATOR CORP	\$	5,765.19	9/6/2018	R
95774	TIGER OAK PUBLICATIONS	\$	1,310.00	9/6/2018	R
95775	TIMM, RACHELLE	\$	146.00	9/6/2018	R
95776	TR ENVIRONMENTAL CONSULTING, LLC	\$	320.00	9/6/2018	R
95777	TRADE PRESS INC	\$	2,532.39	9/6/2018	R
95778	T.R.F. SUPPLY CO	\$	250.50	9/6/2018	R
95779	TRIARCO	\$	368.58	9/6/2018	R
95780	TRUSTED EMPLOYEES	\$	183.76	9/6/2018	R
95781	TUSA, COLLEEN	\$	100.00	9/6/2018	R
95782	TWIN CITY HARDWARE	\$	918.00	9/6/2018	R
95783	UHL CO INC	\$	1,458.75	9/6/2018	R
95785	US FOODS CULINARY EQUIP & SUPPLIES	\$	1,861.58	9/6/2018	R
95786	VAIL, STEVEN	\$	40.00	9/6/2018	R
95787	VERIZON WIRELESS	\$	1,303.08	9/6/2018	R
95788	VERNIER SOFTWARE	\$	2,043.22	9/6/2018	R
95789	VFW DEPT OF MN	\$	175.00	9/6/2018	R
95790	VADNAIS HEIGHTS ECONOMIC DEV CORP	\$	175.00	9/6/2018	R
95791	VOYAGER SOPRIS LEARNING	\$	7,629.60	9/6/2018	R
95792	WALTER, BRIAN	\$	67.00	9/6/2018	R

95793 WATSON CONSULTING GROUP	\$ 1,778.50	9/6/2018 R
95794 WEST MUSIC COMPANY	\$ 3,701.43	9/6/2018 R
95798 WILCOX PAPER	\$ 67,639.40	9/6/2018 R
95799 WOODSIDE DELLS HOTEL AND SUITES	\$ 854.00	9/6/2018 R
95800 XCEL ENERGY	\$ 81,242.47	9/6/2018 S
95801 XCEL ENERGY	\$ 3,117.88	9/6/2018 S
95802 YMCA CAMP ICAGHOWAN	\$ 12,019.75	9/6/2018 R
95803 ZAHL PETROLEUM MAINTENANCE CO	\$ 129.23	9/6/2018 R
95804 ZONEONE LOCATING	\$ 222.00	9/6/2018 R
95805 ARMSTRONG VOLLEYBALL BOOSTERS	\$ 200.00	9/6/2018 R
95806 SOUTH DAKOTA STATE UNIVERSITY	\$ 1,000.00	9/6/2018 R
95807 AMAZON	\$ 969.59	9/12/2018 S
95808 AMAZON	\$ 2,992.65	9/12/2018 S
95809 AMAZON	\$ 125.79	9/12/2018 S
95810 AMAZON	\$ 740.93	9/12/2018 S
95811 AMAZON	\$ 5,280.33	9/12/2018 S
95812 AMAZON	\$ 6,304.76	9/12/2018 S
95813 SAM'S CLUB/SYNCHRONY BANK	\$ 1,852.61	9/12/2018 S
95814 AARP DRIVER SAFETY PROGRAM	\$ 455.00	9/20/2018 R
95815 ABBOTT PAINT & CARPET INC	\$ 1,567.66	9/20/2018 R
95816 ACCLAIM SERVICES INC	\$ 13,595.00	9/20/2018 R
95817 ACCOUNTEMPs	\$ 653.20	9/20/2018 R
95818 ACP DIRECT	\$ 387.95	9/20/2018 R
95819 ADRENALINE FUNDRAISING	\$ 8,190.00	9/20/2018 R
95820 ANDERSON-JOHNSON ASSOC	\$ 49,224.49	9/20/2018 R
95821 ALBOUM & ASSOC	\$ 209.28	9/20/2018 R
95822 ALLSTREAM	\$ 3,671.88	9/20/2018 R
95823 ALLSTREAM	\$ 150.00	9/20/2018 R
95824 AMAZON	\$ 16.90	9/20/2018 S
95825 AMAZON	\$ 179.96	9/20/2018 S
95826 AMERIPRIDE SERVICES	\$ 116.70	9/20/2018 R
95827 ANDERSON, PATRICIA	\$ 36.55	9/20/2018 R
95828 ANDERSON'S	\$ 380.53	9/20/2018 R
95829 ANOKA HIGH SCHOOL	\$ 100.00	9/20/2018 R
95830 ARCH LANGUAGE NETWORK	\$ 900.00	9/20/2018 R
95831 ARROWWOOD RESORT & CONF CTR	\$ 1,444.63	9/20/2018 R
95832 ASL INTERPRETING SERVICES	\$ 240.00	9/20/2018 R
95833 ASTLEFORD INTERNATIONAL TRUCKS	\$ 622.59	9/20/2018 R
95834 ATC GROUP SERVICES LLC	\$ 2,312.50	9/20/2018 R
95835 AUDIOQUIP INC	\$ 4,702.00	9/20/2018 R
95836 AVID CENTER	\$ 150.00	9/20/2018 R
95837 AYINDE, MOSLEU	\$ 58.00	9/20/2018 R
95838 BARCLAY WOOD TOYS AND BLOCKS	\$ 268.20	9/20/2018 R
95839 BASE CAMP RESERVATIONS	\$ 70.00	9/20/2018 R
95840 BAUDVILLE	\$ 936.76	9/20/2018 R
95841 BECK, SUEANN	\$ 35.00	9/20/2018 R
95842 BEHLOW, DAVID	\$ 269.27	9/20/2018 R

95843 BENDER, CARMEN	\$ 320.00	9/20/2018 R
95844 BERGER TRANSFER & STORAGE INC	\$ 4,612.00	9/20/2018 R
95845 BEST BUY BUSINESS ADVANTAGE ACCT	\$ 18,580.75	9/20/2018 R
95846 BEST WESTERN WB COUNTRY INN	\$ 2,706.72	9/20/2018 R
95847 BIG MEDIA PRINTING	\$ 4,527.58	9/20/2018 R
95848 BIG THRILL FACTORY	\$ 112.50	9/20/2018 R
95849 BLICK ART MATERIALS	\$ 603.05	9/20/2018 R
95850 BLUE TARP FINANCIAL INC	\$ 39.99	9/20/2018 R
95851 BOELTER PREMIER	\$ 16,340.00	9/20/2018 R
95852 BOLTON, DANA	\$ 89.99	9/20/2018 R
95853 BOWMAN, DON	\$ 50.00	9/20/2018 R
95854 BRAUN INTERTEC CORPORATION	\$ 2,056.00	9/20/2018 R
95855 BRIGHTBILL, THEODORE	\$ 58.00	9/20/2018 R
95856 BRIH DESIGN	\$ 1,440.00	9/20/2018 R
95857 BROWN, BRUCE	\$ 246.00	9/20/2018 R
95858 BROWN, PETER	\$ 5.00	9/20/2018 R
95859 BSN SPORTS	\$ 18,750.33	9/20/2018 R
95860 THE BUG COMPANY	\$ 16.00	9/20/2018 R
95861 THE CAMBRIAN GROUP	\$ 50,904.29	9/20/2018 R
95862 CAMP ST CROIX	\$ 333.00	9/20/2018 R
95863 CARDINAL, KATHLEEN	\$ 78.63	9/20/2018 R
95865 CDW GOVERNMENT INC	\$ 353,953.24	9/20/2018 R
95866 CENTURY POWER EQUIPMENT	\$ 126.63	9/20/2018 R
95867 CHEESEBROW, JENNIFER	\$ 12.00	9/20/2018 R
95868 CHILDREN'S THEATER COMPANY	\$ 993.00	9/20/2018 R
95869 CINTAS CORP #470	\$ 95.22	9/20/2018 R
95870 CLARK, CYNTHIA JEAN	\$ 45.90	9/20/2018 R
95871 COLD-SELL SYSTEMS	\$ 440.00	9/20/2018 R
95872 COMBS, DEWAYNE	\$ 58.00	9/20/2018 R
95873 COMPUTER EXPLORERS	\$ 432.00	9/20/2018 R
95874 CONTINENTAL RESEARCH CORP	\$ 994.67	9/20/2018 R
95875 COOPS SPORTSWEAR	\$ 490.00	9/20/2018 R
95876 CRAGUNS LODGE AND CONF CTR	\$ 600.00	9/20/2018 R
95877 CRYSTEEL TRUCK EQUIPMENT	\$ 4,072.79	9/20/2018 R
95878 CTB INC	\$ 723.31	9/20/2018 R
95879 CULLIGAN BOTTLED WATER	\$ 172.24	9/20/2018 R
95880 DAKOTA TRUCK UNDERWRITERS	\$ 47,829.00	9/20/2018 R
95881 DEGARDNER, RICK	\$ 134.00	9/20/2018 R
95882 DEJARLAIS, MARILYN	\$ 15.30	9/20/2018 R
95883 DELEGARD TOOL OF TEXAS INC	\$ 263.50	9/20/2018 R
95884 DEMCO INC	\$ 111.93	9/20/2018 R
95885 DIVERSIFIED SNACK DISTRIBUTION	\$ 454.86	9/20/2018 R
95886 DOMINOS PIZZA	\$ 682.10	9/20/2018 R
95887 DONATELLI'S	\$ 1,894.88	9/20/2018 R
95888 DOOR SERVICE COMPANY	\$ 2,590.00	9/20/2018 R
95889 DSA APPAREL	\$ 790.50	9/20/2018 R
95890 DEFINITIVE TECHNOLOGY SOLUTIONS	\$ 15,393.04	9/20/2018 R

95891 DWALLIBEE, BETH	\$	32.50	9/20/2018 R
95892 EAGAN COMMUNITY CENTER	\$	72.00	9/20/2018 R
95893 EARL F ANDERSEN INC	\$	709.20	9/20/2018 R
95894 ECKROTH MUSIC	\$	9,234.40	9/20/2018 R
95895 EDUCATOR IN SERVICE	\$	5,000.00	9/20/2018 R
95896 EGAN	\$	15,345.00	9/20/2018 R
95897 ENVIROBATE	\$	955.00	9/20/2018 R
95898 EQUITY ALLIANCE MN	\$	2,739.72	9/20/2018 R
95899 EVANS-VANN, TRAVELLE	\$	90.00	9/20/2018 R
95900 EVERLAST CLIMBING INDUSTRIES	\$	12,300.00	9/20/2018 R
95901 EVERYDAY SPEECH LLC	\$	99.99	9/20/2018 R
95902 THE FABULOUS PHOTO BOOTH	\$	300.00	9/20/2018 R
95903 FASTENAL COMPANY	\$	110.33	9/20/2018 R
95904 FASTENATION INC	\$	72.63	9/20/2018 R
95905 FEDEX	\$	235.42	9/20/2018 R
95906 FIRST STUDENT INC	\$	21,826.43	9/20/2018 R
95907 FITNESS FINDERS INC	\$	149.95	9/20/2018 R
95908 THE FITNESS SHOPPE	\$	5,000.00	9/20/2018 R
95909 FLINN SCIENTIFIC INC	\$	524.21	9/20/2018 R
95910 FLIPP, TANESHA	\$	39.99	9/20/2018 R
95911 FRANZWA, BRIAN	\$	134.00	9/20/2018 R
95912 FRATTALONES HARDWARE STORES	\$	1,076.08	9/20/2018 R
95913 FREDERICKSON, KYLE	\$	1,500.00	9/20/2018 R
95914 FUN EXPRESS LLC	\$	104.98	9/20/2018 R
95915 GALLAGHERS NORTHWESTERN TIRE CO INC	\$	1,192.26	9/20/2018 R
95916 GAMETIME PLAYCORE CO	\$	1,281.41	9/20/2018 R
95917 GARVEY, PATRICIA	\$	22.95	9/20/2018 R
95918 GENERAL PARTS LLC	\$	126.34	9/20/2018 R
95919 GENERAL OFFICE PRODUCTS CO	\$	11,839.37	9/20/2018 R
95920 GEPHART TRUCKING	\$	2,500.00	9/20/2018 R
95921 GO-BOX	\$	2,455.14	9/20/2018 R
95922 GOBELY, MARIA	\$	203.15	9/20/2018 R
95923 GOPHER	\$	64.29	9/20/2018 R
95924 GRAINGER	\$	3,362.81	9/20/2018 R
95925 GRANDMA'S BAKERY INC	\$	227.90	9/20/2018 R
95926 GREAT LAKES COCA COLA DIST LLC	\$	522.24	9/20/2018 R
95927 GREAT RIVER OFFICE PRODUCTS	\$	61.54	9/20/2018 R
95928 GREEN VALUE NURSERY INC	\$	148.45	9/20/2018 R
95929 GREGORICH, SANDRA	\$	113.51	9/20/2018 R
95930 GROTH MUSIC CO	\$	1,103.43	9/20/2018 R
95931 GRUENING, AMIE	\$	97.00	9/20/2018 R
95933 HAAS MUSICAL INSTRUMENT REPAIR	\$	2,956.10	9/20/2018 R
95934 HACHEM, DRISS	\$	146.00	9/20/2018 R
95935 HALLBERG ENGINEERING INC	\$	660.00	9/20/2018 R
95936 HANSON, PAUL	\$	100.00	9/20/2018 R
95937 HASTINGS PUBLIC SCHOOLS	\$	1,547.64	9/20/2018 R
95938 HEART 2 HEART CPR LLC	\$	640.00	9/20/2018 R

95939 HEARTLAND SCHOOL SOLUTIONS	\$	4,400.00	9/20/2018 R
95940 HEINEMANN	\$	4,641.00	9/20/2018 R
95941 HEINEMANN	\$	603.90	9/20/2018 R
95942 HERITAGE FOOD SERVICE GROUP	\$	34.85	9/20/2018 R
95943 HIAWATHA HOMECARE	\$	2,422.00	9/20/2018 R
95944 HISDAHL INC	\$	967.80	9/20/2018 R
95945 HOANG, CONG	\$	100.00	9/20/2018 R
95947 HOGLUND BUS AND TRUCK CO	\$	7,665.59	9/20/2018 R
95948 HOLMES, JEFF	\$	1,855.00	9/20/2018 R
95949 HOME DEPOT CREDIT SERVICES	\$	1,973.78	9/20/2018 R
95950 HOUGHTON MIFFLIN HARCOURT	\$	8,190.00	9/20/2018 R
95951 HOYE, TOM	\$	67.00	9/20/2018 R
95952 HUMANEX VENTURES	\$	2,250.00	9/20/2018 R
95953 IFD	\$	3,348.53	9/20/2018 R
95954 INNOCENT TECHNOLOGIES, LLC	\$	5,000.00	9/20/2018 R
95955 INNOVATIVE OFFICE SOLUTIONS	\$	242.40	9/20/2018 R
95956 INTERMEDIATE DISTRICT 287	\$	14,267.28	9/20/2018 R
95957 ISD #318 GRAND RAPIDS	\$	1,771.80	9/20/2018 R
95958 ISD #423 HUTCHINSON PUBLIC SCHOOLS	\$	4,043.96	9/20/2018 R
95959 IXL LEARNING	\$	8,187.00	9/20/2018 R
95960 JAYTECH INC	\$	1,362.50	9/20/2018 R
95961 JIMMY JOHNS #3450	\$	102.68	9/20/2018 R
95962 JOES SPORTING GOODS	\$	4,080.00	9/20/2018 R
95963 JOHNSON CONTROLS INC	\$	1,210.00	9/20/2018 R
95964 JOHNSON, SHARON	\$	859.92	9/20/2018 R
95965 JUREK, DOUGLAS	\$	90.00	9/20/2018 R
95966 KAISER, PHYLLIS	\$	15.30	9/20/2018 R
95967 KALLESTAD, JAMES	\$	58.00	9/20/2018 R
95968 KASAY, LAWRENCE	\$	146.00	9/20/2018 R
95969 KIDCREATE STUDIO	\$	1,620.00	9/20/2018 R
95970 KNOBLAUCH, THOMAS	\$	221.00	9/20/2018 R
95971 KOCKELMAN, DEAN	\$	67.00	9/20/2018 R
95972 KOREEN, GLORIA	\$	106.46	9/20/2018 R
95973 KRAFT CONTRACTING & MECHANICAL	\$	15,990.74	9/20/2018 R
95974 KREMER SERVICES LLC	\$	1,191.56	9/20/2018 R
95975 LABELLE, PAUL	\$	67.00	9/20/2018 R
95976 LAKEAIRES PTO	\$	70.00	9/20/2018 R
95977 LAKESHORE LEARNING MATERIALS	\$	834.35	9/20/2018 R
95978 LAKEVIEW ELECTRICAL SERVICES	\$	2,255.00	9/20/2018 R
95979 LANGERS	\$	13,050.00	9/20/2018 R
95980 LANGUAGE LINE SERVICES	\$	145.28	9/20/2018 R
95981 LARSON, BEVERLEY	\$	38.89	9/20/2018 R
95982 LARSON ENGINEERING INC	\$	4,650.00	9/20/2018 R
95983 LEARNING A-Z	\$	199.95	9/20/2018 R
95984 LEVASSEUR, MARY	\$	64.60	9/20/2018 R
95985 LIVINGSTON, TYLER	\$	67.00	9/20/2018 R
95986 LORENZ BUS SERVICE INC	\$	1,819.12	9/20/2018 R

95987	LORINSER, ANTHONY	\$	146.00	9/20/2018	R
95988	MN ADAPTED ATHLETICS ASSOC	\$	270.00	9/20/2018	R
95989	MN ASSOC OF SECONDARY SCHOOL PRINCIPALS	\$	160.00	9/20/2018	R
95990	MATRIX COMMUNICATIONS	\$	14,323.15	9/20/2018	R
95991	MEDCO SUPPLY CO	\$	83.40	9/20/2018	R
95992	MEDICARE PREMIUM COLLECTION CTR	\$	1,006.80	9/20/2018	R
95993	MEDTOX LABORATORIES	\$	74.80	9/20/2018	R
95994	METRO EDUCATION LEADERS NETWORK	\$	1,800.00	9/20/2018	R
95995	METRO ECSU	\$	3,435.00	9/20/2018	R
95996	METRO MEALS ON WHEELS INC	\$	6,541.75	9/20/2018	R
95997	METRO SOUND AND LIGHTING	\$	6,509.00	9/20/2018	R
95998	MHS	\$	1,213.38	9/20/2018	R
95999	MID CITY SERVICES - INDUSTRIAL LAUNDRY	\$	956.01	9/20/2018	R
96000	MIDWEST BUS PARTS INC	\$	927.50	9/20/2018	R
96001	MILLIGAN, THERESA	\$	79.00	9/20/2018	R
96002	MINVALCO INC	\$	232.50	9/20/2018	R
96003	MN COACHES INC	\$	1,355.02	9/20/2018	R
96004	MN INDEPENDENT SCHOOL FORUM (MISF)	\$	260.00	9/20/2018	R
96005	MN MEDICAL TRAINING SERVICE	\$	608.87	9/20/2018	R
96006	MN READING ASSOC	\$	1,180.00	9/20/2018	R
96007	MN RECREATION AND PARK ASSOC	\$	185.00	9/20/2018	R
96008	MOBILE RADIO ENGINEERING INC	\$	107.50	9/20/2018	R
96009	MOORHEAD MACHINERY & BOILER CO	\$	6,735.00	9/20/2018	R
96010	MOREN, THOMAS	\$	51.00	9/20/2018	R
96011	MUNOS, SCOTT	\$	87.00	9/20/2018	R
96012	MY MEDICAL CLINIC	\$	820.00	9/20/2018	R
96014	NARDINI FIRE EQUIPMENT CO INC	\$	1,900.90	9/20/2018	R
96015	NIXON, CATHERINE	\$	125.00	9/20/2018	R
96016	NORCENTRONIX DISTRIBUTING	\$	1,943.00	9/20/2018	R
96019	NORTH CENTRAL BLUE BIRD BUS SALES	\$	1,963.00	9/20/2018	R
96020	NORTH STAR BANK	\$	7,650.00	9/20/2018	R
96021	NORTHBOUND CREATIVE	\$	3,127.95	9/20/2018	R
96022	NORTHEAST METRO INTERMEDIATE DISTRICT 916	\$	17,835.77	9/20/2018	R
96023	NSGEL	\$	8,363.00	9/20/2018	R
96024	NWAOFUNE, PETER	\$	58.00	9/20/2018	R
96025	O'NEIL, LOIS	\$	21.25	9/20/2018	R
96027	O'REILLY AUTOMOTIVE INC	\$	520.17	9/20/2018	R
96028	OFFICE DEPOT	\$	49.08	9/20/2018	R
96029	OLINGER, CHRIS	\$	58.00	9/20/2018	R
96030	OLSEN FIRE PROTECTION	\$	4,120.00	9/20/2018	R
96031	OLSON, ABBY	\$	7.99	9/20/2018	R
96032	ORIGINS	\$	3,773.98	9/20/2018	R
96033	PADELFORD PACKET BOAT CO	\$	937.12	9/20/2018	R
96034	PAISLEY, JOHN	\$	58.00	9/20/2018	R
96035	PARADIGM CART & CAPTIONING	\$	300.00	9/20/2018	R
96036	PELCO CONSTRUCTION LLC	\$	26,390.00	9/20/2018	R
96037	PERKINS, DAVID	\$	134.00	9/20/2018	R

96038	PETERSON BROS ROOFING & CONST	\$	8,365.18	9/20/2018	R
96039	PHOENIX SCHOOL COUNSELING LLC	\$	300.00	9/20/2018	R
96040	POLAR CHEVROLET MAZDA	\$	383.51	9/20/2018	R
96041	POSITIVE COACHING ALLIANCE	\$	2,025.00	9/20/2018	R
96042	POWER DISTRIBUTORS	\$	404.81	9/20/2018	R
96043	PRAXAIR DISTRIBUTION INC	\$	29.79	9/20/2018	R
96044	PREMIER AGENDAS INC	\$	452.25	9/20/2018	R
96045	PREMIUM WATERS INC	\$	113.70	9/20/2018	R
96046	RAYMOND, JOHN	\$	67.00	9/20/2018	R
96047	READ NATURALLY INC	\$	2,470.00	9/20/2018	R
96048	REALLY GOOD STUFF INC	\$	187.88	9/20/2018	R
96049	REITELBACH, ADAM	\$	67.00	9/20/2018	R
96050	REPUBLIC SERVICES #899	\$	8,576.08	9/20/2018	R
96051	REVOLUTION SPORTING GOODS	\$	2,760.00	9/20/2018	R
96052	RICKERT, DENNIS	\$	58.00	9/20/2018	R
96053	RISDALL MARKETING GROUP	\$	1,500.00	9/20/2018	R
96054	ROACH, KATIE	\$	90.00	9/20/2018	R
96055	RODRIGUEZ, ANTHONY	\$	87.00	9/20/2018	R
96056	ROETTGER, DORIS	\$	26.00	9/20/2018	R
96057	ROGERS HIGH SCHOOL	\$	200.00	9/20/2018	R
96058	ROOF SPEC INC	\$	470.00	9/20/2018	R
96059	RUPP ANDERSON SQUIRES & WALDSPURGER PA	\$	13,683.71	9/20/2018	R
96060	SAFETYFIRST PLAYGROUND SURFACING LLC	\$	39,884.22	9/20/2018	R
96061	SAGDALEN, REBEKAH	\$	30.00	9/20/2018	R
96062	SAINTS NORTH MAPLEWOOD	\$	1,513.00	9/20/2018	R
96063	SAUERS, TODD	\$	73.00	9/20/2018	R
96064	SCHINDLER ELEVATOR CORP	\$	2,861.46	9/20/2018	R
96065	SCHMIDT, BARBARA	\$	12.75	9/20/2018	R
96066	SCHMITZ, KRIS	\$	49.99	9/20/2018	R
96067	SCHMIT TOWING	\$	750.00	9/20/2018	R
96068	SCHNEIDER, STEVE	\$	87.00	9/20/2018	R
96069	SCHOLASTIC BOOK FAIRS	\$	27.45	9/20/2018	R
96070	SCHOLASTIC INC	\$	27.60	9/20/2018	R
96071	SCHOLASTIC INC	\$	639.75	9/20/2018	R
96072	SCHOLASTIC BOOK CLUBS INC	\$	260.98	9/20/2018	R
96073	SCHOLASTIC READING CLUB	\$	147.00	9/20/2018	R
96074	SCHOOL CHECK IN	\$	250.00	9/20/2018	R
96075	SCHOOL FIX CATALOG	\$	672.21	9/20/2018	R
96078	SCHOOL HEALTH CORPORATION	\$	7,306.70	9/20/2018	R
96079	SCHOOL SPECIALTY	\$	280.91	9/20/2018	R
96080	SCHOOL SERVICE INC	\$	349.20	9/20/2018	R
96081	SCHOLOGY INC	\$	23,375.00	9/20/2018	R
96082	SCHWINTEK, BRENDA	\$	69.89	9/20/2018	R
96083	SEEVER, GRAY	\$	160.00	9/20/2018	R
96084	SHIFFLER EQUIPMENT SALES INC	\$	463.43	9/20/2018	R
96085	SHRED-IT USA - MINNEAPOLIS	\$	245.17	9/20/2018	R
96086	SIKORA, PAUL	\$	90.00	9/20/2018	R

96087 SITEONE LANDSCAPE SUPPLY	\$	1,124.91	9/20/2018 R
96088 SKYWARD USERS OF MINNESOTA/SUM	\$	185.00	9/20/2018 R
96089 SMALLWOOD LOCK SUPPLY	\$	2,325.00	9/20/2018 R
96090 SOCIAL THINKING PUBLISHING	\$	94.38	9/20/2018 R
96091 SPICER, RICHARD	\$	67.00	9/20/2018 R
96092 ST PAUL RIVER CENTRE	\$	3,000.00	9/20/2018 R
96093 STAFSHOLT, ANGELIKAH	\$	38.25	9/20/2018 R
96098 STAPLES ADVANTAGE	\$	2,692.28	9/20/2018 R
96099 STATE SUPPLY CO	\$	1,348.12	9/20/2018 R
96100 STAY TUNED PIANO SERVICES	\$	103.00	9/20/2018 R
96101 STEINER, EILEEN	\$	41.65	9/20/2018 R
96102 STILLWATER RIVER BOATS	\$	551.10	9/20/2018 R
96103 STOUT, ANDREA	\$	60.00	9/20/2018 R
96104 STRONGHOLD SAFETY ENGINEERING	\$	731.13	9/20/2018 R
96105 SUBSCRIPTION SERV OF AMER INC	\$	382.72	9/20/2018 R
96107 SUMMIT COMPANIES	\$	5,465.70	9/20/2018 R
96108 SUPERIOR STRIPING INC	\$	495.00	9/20/2018 R
96109 SURPLUS SERVICES	\$	20.00	9/20/2018 R
96110 TAMARACK NATURE CENTER	\$	1,260.00	9/20/2018 R
96111 TAMMINEN, REBECCA	\$	100.00	9/20/2018 R
96112 TATE, JO	\$	450.00	9/20/2018 R
96113 TEACHER INNOVATIONS INC	\$	121.50	9/20/2018 R
96114 TEAMWORKS INTERNATIONAL INC	\$	5,078.86	9/20/2018 R
96115 TEXTBOOK WAREHOUSE INC	\$	508.00	9/20/2018 R
96116 THYSSENKRUPP ELEVATOR CORP	\$	756.00	9/20/2018 R
96117 TIGER OAK PUBLICATIONS	\$	705.00	9/20/2018 R
96118 TOBIN, CONOR	\$	73.00	9/20/2018 R
96119 TRADE PRESS INC	\$	1,541.63	9/20/2018 R
96120 TRI TECH DISPENSING	\$	150.00	9/20/2018 R
96121 TWIN CITY HARDWARE	\$	1,708.00	9/20/2018 R
96122 TWIN CITY JANITOR SUPPLY CO	\$	3,469.00	9/20/2018 R
96123 TWIN CITY TRANSPORTATION INC	\$	2,050.21	9/20/2018 R
96124 UHL CO INC	\$	2,705.00	9/20/2018 R
96125 UNITED REFRIGERATION	\$	21.79	9/20/2018 R
96126 UNIVERSITY OF MN - CAREI	\$	1,650.00	9/20/2018 R
96127 US FOODS CULINARY EQUIP & SUPPLIES	\$	49.54	9/20/2018 R
96128 VIKING ELECTRIC SUPPLY	\$	6,475.60	9/20/2018 R
96129 WAISWA, MOSES	\$	73.00	9/20/2018 R
96130 WARGO NATURE CENTER	\$	2,664.31	9/20/2018 R
96131 WARNERS' STELLIAN	\$	558.99	9/20/2018 R
96132 WHITE BEAR CENTER FOR THE ARTS	\$	240.00	9/20/2018 R
96133 WHITE BEAR GLASS INC	\$	450.00	9/20/2018 R
96134 WHITE BEAR LOCKSMITH INC	\$	125.00	9/20/2018 R
96135 WEBER, MARK	\$	58.00	9/20/2018 R
96136 WENGER CORP	\$	17,785.00	9/20/2018 R
96137 WEST MUSIC COMPANY	\$	2,457.31	9/20/2018 R
96138 WILCOX PAPER	\$	7,953.00	9/20/2018 R

96139 WILD MOUNTAIN	\$	657.53	9/20/2018 R
96140 WILLCOXON, PETER SR	\$	792.00	9/20/2018 R
96141 WINDSTREAM	\$	2,923.18	9/20/2018 R
96142 WITZEL, GAILANN	\$	161.50	9/20/2018 R
96143 WOODBURN PRESS	\$	271.02	9/20/2018 R
96144 XCEL ENERGY	\$	61,519.51	9/20/2018 R
96145 XTREME	\$	1,275.00	9/20/2018 R
96146 YINGHUA ACADEMY	\$	450.00	9/20/2018 R
96147 YMCA OF THE GREATER TWIN CITIES	\$	93,313.41	9/20/2018 R
96148 ZAHL PETROLEUM MAINTENANCE CO	\$	444.00	9/20/2018 R
96149 PERKINS, DAVID	\$	67.00	9/21/2018 R
96150 PERKINS, JASON	\$	67.00	9/21/2018 R
96151 US DEPT LABOR, WAGE & HOUR DIV	\$	924.00	9/21/2018 R
96152 DEFINITIVE TECHNOLOGY SOLUTION	\$	24,116.40	9/21/2018 R
96153 UNIVERSITY OF ST THOMAS UNDERGRAD FINANCIAL A	\$	1,000.00	9/24/2018 R
96154 AAA STATE OF PLAY	\$	889.00	9/27/2018 R
96155 AARP DRIVER SAFETY PROGRAM	\$	485.00	9/27/2018 S
96156 AARP DRIVER SAFETY PROGRAM	\$	475.00	9/27/2018 S
96157 ACCLAIM SERVICES INC	\$	1,373.00	9/27/2018 R
96158 ACCOUNTEMPs	\$	522.56	9/27/2018 R
96160 AGROPUR INC	\$	2,929.68	9/27/2018 R
96161 AKUM, STANLEY	\$	73.00	9/27/2018 R
96162 AMAZON	\$	5,368.03	9/27/2018 R
96163 AMAZON	\$	282.03	9/27/2018 S
96164 AMAZON	\$	20.74	9/27/2018 S
96165 AMAZON	\$	494.35	9/27/2018 S
96166 ANGELUS PACIFIC CO INC	\$	347.47	9/27/2018 R
96167 APPLIED ENGINEERING	\$	2,180.00	9/27/2018 R
96168 ARAMARK REFRESHMENT SERVICES	\$	120.00	9/27/2018 R
96169 AVID CENTER	\$	30,708.00	9/27/2018 R
96170 THE BAKKEN MUSEUM	\$	1,944.00	9/27/2018 R
96171 BAN THAI RESTAURANT	\$	555.55	9/27/2018 R
96172 BIG THRILL FACTORY	\$	463.50	9/27/2018 R
96173 BLICK ART MATERIALS	\$	1,102.33	9/27/2018 R
96174 BRIH DESIGN	\$	2,332.50	9/27/2018 R
96175 BROWN, BRUCE	\$	98.00	9/27/2018 R
96176 BSN SPORTS	\$	14,787.50	9/27/2018 R
96177 BUREAU OF EDUCATION & RESEARCH	\$	996.00	9/27/2018 R
96178 CANION, MIRA	\$	164.99	9/27/2018 R
96179 CAP ELECTRIC INC	\$	4,415.54	9/27/2018 R
96180 CAPITAL ONE COMMERCIAL	\$	376.98	9/27/2018 R
96181 CATALYST SPORTS MEDICINE	\$	6,666.67	9/27/2018 R
96182 CDW GOVERNMENT INC	\$	177.68	9/27/2018 R
96183 CENTURY POWER EQUIPMENT	\$	34.95	9/27/2018 R
96184 CHEER MUSIC ADDICTION LLC	\$	700.00	9/27/2018 R
96185 CHRISTENSEN, BERT	\$	67.00	9/27/2018 R
96186 CHRISTINA LYNN INTERIORS	\$	1,299.29	9/27/2018 R

96187 CLARK, MATTHEW	\$	7.00	9/27/2018 R
96188 CODE RED DISTRIBUTION, LLC	\$	1,205.00	9/27/2018 R
96189 COMBS, DEWAYNE	\$	58.00	9/27/2018 R
96190 COMSTOCK & SONS INC	\$	1,265.00	9/27/2018 R
96191 CONNEY SAFETY	\$	1,322.75	9/27/2018 R
96192 CONTINENTAL CLAY CO	\$	297.71	9/27/2018 R
96193 CONTINENTAL RESEARCH CORP	\$	1,223.08	9/27/2018 R
96194 COONCE, PERRY	\$	67.00	9/27/2018 R
96195 CRISIS PREVENTION INSTITUTE INC	\$	630.00	9/27/2018 R
96196 CRANKWHEEL	\$	245.00	9/27/2018 R
96197 CUB FOODS OF WHITE BEAR TWSHP	\$	940.97	9/27/2018 R
96198 CUMMINS NPOWER LLC	\$	419.41	9/27/2018 R
96199 DALCO CORPORATION	\$	46,198.34	9/27/2018 R
96200 DAVENPORT, GREG	\$	247.00	9/27/2018 R
96201 DISCOUNT SCHOOL SUPPLY	\$	1,162.48	9/27/2018 R
96202 DIVERSIFIED SNACK DISTRIBUTION	\$	1,998.94	9/27/2018 R
96203 DOOR SERVICE COMPANY	\$	127.00	9/27/2018 R
96204 DORNFELD, MARK	\$	67.00	9/27/2018 R
96205 DEFINITIVE TECHNOLOGY SOLUTIONS	\$	409.06	9/27/2018 R
96206 EAGLE PRINTING	\$	1,360.00	9/27/2018 R
96207 EARTH WIZARDS	\$	1,255.00	9/27/2018 R
96208 EBSCO INFORMATION SERV	\$	283.44	9/27/2018 R
96209 ECKROTH MUSIC	\$	255.66	9/27/2018 R
96210 ED'S TROPHIES INC	\$	267.84	9/27/2018 R
96211 F&N OPERATIONS LLC	\$	2,524.69	9/27/2018 R
96212 FASTENAL COMPANY	\$	126.93	9/27/2018 R
96213 FESTIVAL FOODS-KNOWLAN'S	\$	139.02	9/27/2018 R
96214 FIORAVANTI, MARC	\$	67.00	9/27/2018 R
96215 FLINN SCIENTIFIC INC	\$	513.54	9/27/2018 R
96216 FLUENCY MATTERS	\$	349.00	9/27/2018 R
96217 GALLAGHERS NORTHWESTERN TIRE CO INC	\$	903.25	9/27/2018 R
96218 GEM LAKE HILLS LLC	\$	222.00	9/27/2018 R
96219 GENERAL PARTS LLC	\$	2,039.28	9/27/2018 R
96220 GMS INDUSTRIAL SUPPLIES INC	\$	111.16	9/27/2018 R
96221 THE GOOD ACRE	\$	810.00	9/27/2018 R
96222 GOPHER	\$	320.35	9/27/2018 R
96223 GREAT RIVER OFFICE PRODUCTS	\$	364.00	9/27/2018 R
96224 GREATAMERICA FINANCIAL SERVICES	\$	2,824.72	9/27/2018 R
96225 HEARTLAND SCHOOL SOLUTIONS	\$	808.32	9/27/2018 R
96226 HEGGIES PIZZA	\$	1,654.72	9/27/2018 R
96227 HISDAHL INC	\$	2,163.80	9/27/2018 R
96229 HOGLUND BUS AND TRUCK CO	\$	1,254.24	9/27/2018 R
96230 HOUGHTON MIFFLIN HARCOURT	\$	1,966.52	9/27/2018 R
96235 IFD	\$	50,307.01	9/27/2018 R
96236 INSTITUTE FOR MULTI SENSORY EDUCATION	\$	101.86	9/27/2018 R
96237 INTERMEDIATE DISTRICT 287	\$	11,259.43	9/27/2018 R
96238 JIMMY'S CONFERENCE & BANQUET CTR	\$	750.00	9/27/2018 R

96239	JOHNSON CONTROLS INC	\$	836.00	9/27/2018	R
96240	JOHNSON, TERESA	\$	90.00	9/27/2018	R
96242	JW PEPPER & SON INC	\$	1,499.43	9/27/2018	R
96243	KEYSTONE INTERPRETING SOLUTIONS	\$	2,282.90	9/27/2018	R
96245	KRAFT CONTRACTING & MECHANICAL	\$	14,665.28	9/27/2018	R
96246	KRANOS CORP., DBA SCHUTT RECONDITIONING	\$	2,565.00	9/27/2018	R
96247	KULLY SUPPLY COMPANY	\$	1,059.12	9/27/2018	R
96248	LAHAYE, STEPHANIE	\$	67.00	9/27/2018	R
96249	LAKESHORE LEARNING MATERIALS	\$	712.11	9/27/2018	R
96250	LAMERS, CHRISTY	\$	118.95	9/27/2018	R
96251	LARSON ENGINEERING INC	\$	7,960.00	9/27/2018	R
96252	LEARNING A-Z	\$	319.85	9/27/2018	R
96253	LEARNING A-Z	\$	5,598.15	9/27/2018	R
96254	LIBERTY CLASSICAL ACADEMY	\$	850.00	9/27/2018	R
96255	MAC RUNNEL, MINDY	\$	47.17	9/27/2018	R
96256	MAD HATTER WELLNESS, LLC	\$	230.40	9/27/2018	R
96257	MADISON NATIONAL LIFE	\$	40,257.83	9/27/2018	R
96258	MALLOY/MONTAGUE/KARNOWSKI & CO	\$	7,560.00	9/27/2018	R
96259	MARCO, INC	\$	112,300.22	9/27/2018	R
96260	MARCUS OAKDALE CINEMAS	\$	327.78	9/27/2018	R
96261	MN ASSOC OF SCH BUSINESS OFFICIALS	\$	50.00	9/27/2018	R
96262	MCDANIELS, LINDSAY	\$	1,417.90	9/27/2018	R
96263	MCDONOUGH'S WATERJETTING AND	\$	1,018.90	9/27/2018	R
96264	MCSORLEY, ANDREA	\$	12.80	9/27/2018	R
96265	MIDAMERICA ADMIN & RETIREMENT	\$	6,642.00	9/27/2018	R
96266	MIDWEST TECHNOLOGY PRODUCTS	\$	220.06	9/27/2018	R
96267	MN CHILDRENS MUSEUM	\$	143.00	9/27/2018	R
96268	MN COACHES INC	\$	7,775.64	9/27/2018	R
96269	MN DEPT OF LABOR & INDUSTRY	\$	300.00	9/27/2018	R
96270	MOORHEAD MACHINERY & BOILER CO	\$	600.00	9/27/2018	R
96271	MN SCHOOL BOARDS ASSN	\$	190.00	9/27/2018	R
96272	MULTI HEALTH SYSTEMS INC MHS	\$	207.90	9/27/2018	R
96273	MUSCANTO, STEPHEN	\$	58.00	9/27/2018	R
96274	N2Y	\$	1,606.10	9/27/2018	R
96275	NARDINI FIRE EQUIPMENT CO INC	\$	75.19	9/27/2018	R
96276	NCS PEARSON INC	\$	3,501.72	9/27/2018	R
96278	NORCENTRONIX DISTRIBUTING	\$	1,577.00	9/27/2018	R
96279	NYSTROM PUBLISHING CO INC	\$	12,040.98	9/27/2018	R
96281	OFFICE DEPOT	\$	529.69	9/27/2018	R
96282	ON SITE SANITATION INC	\$	2,066.76	9/27/2018	R
96283	ONENECK IT SOLUTIONS LLC	\$	525.00	9/27/2018	R
96284	ORKIN INC	\$	200.00	9/27/2018	R
96285	OXYGEN SERVICE CO INC	\$	70.68	9/27/2018	R
96286	PARADIGM CART & CAPTIONING	\$	512.50	9/27/2018	R
96287	PBBS EQUIPMENT CORP	\$	515.36	9/27/2018	R
96288	PITNEY BOWES INC	\$	76.25	9/27/2018	R
96289	RAMSEY COUNTY	\$	4,350.00	9/27/2018	R

96290 REGION 4AA	\$	100.00	9/27/2018 R
96291 SACKETT, CHRISTOPHER	\$	8.45	9/27/2018 R
96292 SAFETYFIRST PLAYGROUND SURFACING LLC	\$	16,117.00	9/27/2018 R
96293 SCHLEY, CALEB	\$	73.00	9/27/2018 R
96294 SCHMITZ, KRISTI	\$	49.99	9/27/2018 R
96295 SCHOLASTIC INC	\$	104.39	9/27/2018 R
96296 SCHOLASTIC INC	\$	392.15	9/27/2018 R
96297 SCHOOL FIX CATALOG	\$	177.83	9/27/2018 R
96303 SCHOOL HEALTH CORPORATION	\$	8,763.23	9/27/2018 R
96308 STAPLES ADVANTAGE	\$	3,266.05	9/27/2018 R
96309 STATE SUPPLY CO	\$	717.92	9/27/2018 R
96310 STAY TUNED PIANO SERVICES	\$	196.00	9/27/2018 R
96311 STILLWATER HIGH SCHOOL	\$	105.00	9/27/2018 R
96312 STREAMLINE DESIGN INC	\$	16,637.00	9/27/2018 R
96314 SUMMIT COMPANIES	\$	3,788.48	9/27/2018 R
96315 TATE, JO	\$	700.00	9/27/2018 R
96316 TEACHING STRATEGIES LLC	\$	9,998.75	9/27/2018 R
96317 THAO, PAE	\$	116.00	9/27/2018 R
96318 THARALDSON, RYAN	\$	67.00	9/27/2018 R
96319 THYSSENKRUPP ELEVATOR CORP	\$	432.00	9/27/2018 R
96321 TRADE PRESS INC	\$	3,301.00	9/27/2018 R
96322 TRANSPORTATION MGMT CORP	\$	21.00	9/27/2018 R
96323 TRI-STATE BOBCAT	\$	139.68	9/27/2018 R
96324 TRIMARK	\$	7,823.07	9/27/2018 R
96325 TRIO SUPPLY COMPANY	\$	4,268.74	9/27/2018 R
96326 TROLLHAUGEN	\$	441.00	9/27/2018 R
96327 TRUCK UTILITIES MFG CO	\$	73.88	9/27/2018 R
96328 TWIN CITY HARDWARE	\$	1,724.03	9/27/2018 R
96329 TWIN PINES IMPRINTING	\$	5,357.37	9/27/2018 R
96330 UHL CO INC	\$	3,291.00	9/27/2018 R
96331 UNIVERSAL CHEERLEADERS ASSOC	\$	1,060.00	9/27/2018 R
96332 US FOODS CULINARY EQUIP & SUPPLIES	\$	5,001.16	9/27/2018 R
96333 VARSITY SPIRIT FASHIONS	\$	7,213.92	9/27/2018 R
96334 WAGNER DANIEL J ANTHONY	\$	90.00	9/27/2018 R
96335 WATSON CONSULTING GROUP	\$	3,342.25	9/27/2018 R
96336 WHITE BEAR LOCKSMITH INC	\$	94.50	9/27/2018 R
96337 WHITE BEAR RENTAL EQUIPMENT	\$	350.10	9/27/2018 R
96338 WHITE BEAR TOWNSHIP	\$	3,687.35	9/27/2018 R
96339 WHITE BEAR LAKE CITY	\$	330.94	9/27/2018 R
96340 WHITE BEAR LAKE (CITY OF)	\$	8,334.88	9/27/2018 R
96341 WHITE BEAR LAKE ROTARY CLUB	\$	231.50	9/27/2018 R
96342 WEST MUSIC COMPANY	\$	495.90	9/27/2018 R
96343 WILCOX PAPER	\$	75.88	9/27/2018 R
96344 WITTFITT LLC	\$	208.00	9/27/2018 R
96345 WOLD ARCHITECTS AND ENGINEERS	\$	17,767.58	9/27/2018 R
96346 X-GRAIN SPORTSWEAR	\$	315.00	9/27/2018 R
96347 XTREME	\$	621.00	9/27/2018 R

96348 SKYWARD USERS OF MINNESOTA/SUM	\$ 1,125.00	9/28/2018 R
9990730 AIG	\$ 6,211.20	9/14/2018 R
9990731 AMERICAN FUNDS	\$ 79,405.58	9/14/2018 R
9990732 AMERICAN UNITED LIFE	\$ 79,686.42	9/14/2018 R
9990733 AMERIPRISE FINANCIAL SERVICES	\$ 12,782.96	9/14/2018 R
9990734 AXA EQUITABLE	\$ 29,997.21	9/14/2018 R
9990735 EDUCATION MN ESI BILLING TRUST	\$ 35,184.38	9/14/2018 R
9990741 INTERNAL REVENUE SERVICE	\$ 707,281.97	9/14/2018 R
9990742 METROPOLITAN LIFE	\$ 2,186.42	9/14/2018 R
9990743 MN DEPT OF HUMAN SERVICES	\$ 1,305.50	9/14/2018 R
9990745 MN DEPT OF REVENUE	\$ 122,662.92	9/14/2018 R
9990746 MN REVENUE	\$ 1,463.89	9/14/2018 R
9990747 MN STATE RETIREMENT	\$ 4,994.93	9/14/2018 R
9990750 PUBLIC EMP RETIREMENT ASSOC	\$ 117,630.62	9/14/2018 R
9990752 TEACHERS RETIREMENT ASSOC	\$ 354,162.40	9/14/2018 R
9990753 VANGUARD SMALL BUSINESS SERVICES	\$ 26,257.41	9/14/2018 R
181900066 ABRAHAMSON, KRISTINE	\$ 69.76	9/6/2018 A
181900067 ANDERSON, CHRISTINA	\$ 900.00	9/6/2018 A
181900068 ANDERSON, JON	\$ 65.00	9/6/2018 A
181900069 ANFANG, SALLY	\$ 28.07	9/6/2018 A
181900070 BILSKEMPER, JOSHUA	\$ 74.90	9/6/2018 A
181900071 BOWERMASTER, TRACI	\$ 34.55	9/6/2018 A
181900072 DESMET, KELLY	\$ 545.00	9/6/2018 A
181900073 DONAHOE, TRACI	\$ 148.15	9/6/2018 A
181900074 GREENE, VICTORIA	\$ 65.95	9/6/2018 A
181900075 GUTHRIE, ASHLEY	\$ 108.47	9/6/2018 A
181900076 HENRY, STEVEN	\$ 305.95	9/6/2018 A
181900077 HOUSE, VANESSA	\$ 51.77	9/6/2018 A
181900078 KRUSE, NICOLE	\$ 14.17	9/6/2018 A
181900079 LAMBERT, CARA	\$ 7.90	9/6/2018 A
181900080 LEHN, BRIDGET	\$ 696.55	9/6/2018 A
181900081 LEMON, SARAH	\$ 52.50	9/6/2018 A
181900082 LENNE, SUSAN	\$ 13.00	9/6/2018 A
181900083 LOHMANN, JOHN	\$ 60.00	9/6/2018 A
181900084 LUNDBLAD, ANGELA	\$ 74.67	9/6/2018 A
181900085 RIEBOW, MITCHELL	\$ 438.89	9/6/2018 A
181900086 WIGHTMAN, KAITLYN	\$ 246.10	9/6/2018 A
181900087 ACCIARI, NICOLE	\$ 347.16	9/20/2018 A
181900088 ANDERSON, CHRISTINA	\$ 195.00	9/20/2018 A
181900089 ANDERSON, MARGARET	\$ 511.85	9/20/2018 A
181900090 BREMER, JACLYN	\$ 170.75	9/20/2018 A
181900091 BUTTERS, CRYSTAL	\$ 88.86	9/20/2018 A
181900092 CARLSON, CARRIE	\$ 74.72	9/20/2018 A
181900093 COOPER, MITCHELL	\$ 260.00	9/20/2018 A
181900094 CORNER, AMY	\$ 142.47	9/20/2018 A
181900095 CRAIG, BEN II	\$ 92.13	9/20/2018 A
181900096 DERBY, SARA	\$ 106.04	9/20/2018 A

181900097 DONAHOE, TRACI	\$	121.35	9/20/2018 A
181900098 DYMIT, MARIE	\$	67.62	9/20/2018 A
181900099 ENGSTRAN, PAUL	\$	65.00	9/20/2018 A
181900100 FOSS, TERESA	\$	9.98	9/20/2018 A
181900101 GILLESPIE, ALISON	\$	214.38	9/20/2018 A
181900102 GRAMBUSH, TINA	\$	76.00	9/20/2018 A
181900103 GRANT, SHANNON	\$	408.52	9/20/2018 A
181900104 GUTHRIE, ASHLEY	\$	218.54	9/20/2018 A
181900105 HEALY, JASON	\$	455.00	9/20/2018 A
181900106 HOGEN, KARIN	\$	35.00	9/20/2018 A
181900107 KANE-BURBACK, STEPHANIE	\$	455.31	9/20/2018 A
181900108 KEESE, MATTHEW	\$	24.00	9/20/2018 A
181900109 KENTFIELD, KELLY	\$	70.22	9/20/2018 A
181900110 KRAMLINGER, TRACEY	\$	112.21	9/20/2018 A
181900111 LAMWERS, LINDSAY	\$	179.27	9/20/2018 A
181900112 LANE, JOSHUA	\$	97.00	9/20/2018 A
181900113 LEMIEUX, TAMARA	\$	350.00	9/20/2018 A
181900114 LOHMANN, JOHN	\$	101.28	9/20/2018 A
181900115 MARIER, JAMES	\$	854.48	9/20/2018 A
181900116 MCGRATH, LEE	\$	78.83	9/20/2018 A
181900117 MCPHERSON, KIRSTEN	\$	184.52	9/20/2018 A
181900118 MENCKE, LAURIE	\$	60.50	9/20/2018 A
181900119 MOORE, JENNIFER	\$	250.05	9/20/2018 A
181900120 OLSON, ELIZABETH	\$	78.97	9/20/2018 A
181900121 OLSON, VICKI	\$	35.00	9/20/2018 A
181900122 OROURKE, JULIE	\$	495.00	9/20/2018 A
181900123 OUREN, LISA	\$	255.90	9/20/2018 A
181900124 PERCIVAL, PATRICIA	\$	299.95	9/20/2018 A
181900125 RIEBOW, MITCHELL	\$	23.98	9/20/2018 A
181900126 ROGNEY, CHERI	\$	20.71	9/20/2018 A
181900127 RUSTAND, AMBER	\$	35.00	9/20/2018 A
181900128 SAMPOANG, DESSERAY	\$	246.03	9/20/2018 A
181900129 SANTOSCOY, BRIANA	\$	72.00	9/20/2018 A
181900130 SATHER, JOELLE	\$	45.68	9/20/2018 A
181900131 SCHROEDER, AMANDA	\$	82.14	9/20/2018 A
181900132 SNORTLAND, ELIZA	\$	206.49	9/20/2018 A
181900133 STEADLAND, KEITH	\$	184.37	9/20/2018 A
181900134 STEWART, SCOTT	\$	44.69	9/20/2018 A
181900135 STONEHOUSE, JULIA	\$	290.68	9/20/2018 A
181900136 SYNAN, ERIN	\$	35.04	9/20/2018 A
181900137 THIMJON, KARI	\$	91.45	9/20/2018 A
181900138 THOMAS, DAVID	\$	30.19	9/20/2018 A
181900139 WARD, SIAN	\$	73.97	9/20/2018 A
181900140 WATKINS, CARTER	\$	50.00	9/20/2018 A
181900141 WATTERS, LAURA	\$	130.73	9/20/2018 A
181900142 ZAKRZEWSKI, JACLYN	\$	9.00	9/20/2018 A
181900143 BERTELSEN, CHERYL	\$	38.40	9/27/2018 A

181900144	CARLSON, CARRIE	\$	497.12	9/27/2018	A
181900145	CORDOVA, LISA	\$	2.72	9/27/2018	A
181900146	DRAKE, STACY	\$	87.00	9/27/2018	A
181900147	FINKE, CARLA	\$	46.22	9/27/2018	A
181900148	GREENE, VICTORIA	\$	195.00	9/27/2018	A
181900149	HARRIMAN, DION	\$	1,317.00	9/27/2018	A
181900150	HART, HEATHER	\$	89.98	9/27/2018	A
181900151	HIGGINS, SHEILA	\$	312.00	9/27/2018	A
181900152	HUGHES, JAY	\$	465.94	9/27/2018	A
181900153	HUNT, REBECCA	\$	59.96	9/27/2018	A
181900154	JOYCE, DEBORAH	\$	35.00	9/27/2018	A
181900155	KLIER, BECKY	\$	84.00	9/27/2018	A
181900156	LAMWERS, LINDSAY	\$	309.98	9/27/2018	A
181900157	LARSON, SCOTT	\$	19.00	9/27/2018	A
181900158	LEHN, BRIDGET	\$	161.65	9/27/2018	A
181900159	MANKE, ANNE	\$	144.95	9/27/2018	A
181900160	MUELLER, CYNTHIA	\$	224.51	9/27/2018	A
181900161	OUREN, LISA	\$	69.18	9/27/2018	A
181900162	PIERRE, CHRISTINA	\$	170.98	9/27/2018	A
181900163	RIEBOW, MATTHEW	\$	195.00	9/27/2018	A
181900164	ROSSITER, DANIEL	\$	296.91	9/27/2018	A
181900165	RUOHOMAKI, TERESA	\$	102.39	9/27/2018	A
181900166	SAGER, TIMOTHY	\$	155.00	9/27/2018	A
181900167	SCHOCHENMAIER, TIMOTHY	\$	640.00	9/27/2018	A
181900168	SCHULTE, ALETA	\$	67.00	9/27/2018	A
181900169	SWANSON, SHANNON	\$	195.00	9/27/2018	A
181900170	TATRO, KRISTEN	\$	44.69	9/27/2018	A
181900171	THIBAUT, DEBRA	\$	85.84	9/27/2018	A
181900172	WALFOORT, ANTHONY	\$	142.86	9/27/2018	A

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: **October 8, 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
\$200 for Girls' Soccer	Keep-Zimmer VFW Post 1782	White Bear Lake Area High School
\$500 for Football Team	Gwizdala & Associates, Inc.	White Bear Lake Area High School
\$1,500.00 for Technology	Vadnais Heights Lions Club	Sunrise Park Middle School
Two T-Shirts (\$32 value)	Hisdahl's	Sunrise Park Middle School
Shirt, hat, cell phone holder (\$44 value)	Revolution Sporting Goods	Sunrise Park Middle School WEB
\$400 for S.T.A.R. Club	WBL Rotary Foundation	White Bear Lake Area High School – South Campus
\$600 (donation for classroom supplies for Adam Holman, Kristie Holman and Rebecca Holman)	Beth Holman	Central Middle School
\$1,000 – KARE 11 Hot Highlights Winner – Bryce Peters (football play of the week)	Trustone Financial	White Bear Lake Area High School – South Campus
\$200 for Girls' Tennis	White Bear Lake Lions Club	White Bear Lake Area High School
20 Hygiene bags for students	First Presbyterian Church Society Committee	White Bear Lake Area School District

RECOMMENDATION: Accept donations.

AGENDA ITEM: **Field Trip Requests**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Consent Agenda**

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

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 3-5, 2018 Deep Portage Pre-Approved by Dr. Wayne Kazmierczak on 9/13/18.	Mr. Maloy, Mrs. Sletten, Mrs. Thom, Mr. Cauley	Lincoln	3	95	Total Cost per Student: \$160 Total Cost: \$15,200 Source of Revenue: Fundraising, parents, Lincoln PTA	Bus	Environmental issues dealing with recycling/reusing/reducing. Instructional guidance on how to respect the environment by methods of conservation. Familiarize students on the natural habitat of wild life and the effect on nature.
November 4-5, 2018 2018 Leadership Forum	Josh Lane Candace Ryan	South – Student Council	1	6	Total Cost per Student: \$101 Total Cost: \$606 Source of Revenue: Student Council budget will cover the full cost.	Parents or Self-Driven	Help student leaders develop skills and strategies for leading student council

November 23-25, 2018 Grand Rapids, MN	Jerry Kwapick	Girls Hockey Team	0	32 approx.	Total Cost per Student: \$6000 Total Cost: \$0 Source of Revenue: Team Booster Club Fundraising	Coach Bus	The two teams will compete in two Non-Conference games against Hibbing and Grand Rapids. We have taken this trip for the past 9 years and use the time for establishing individual and team goals as well as great team bonding events.
December 7-8, 2018 Cragun's Resort (Brainerd Tournament)	Craig Nasvik	South – Wrestling	1	Up to 16	Total Cost per Student: \$30 Total Cost: \$480 Source of Revenue: Fundraising and parents	School Vans	Second year in this wrestling tournament.
December 27-29, 2018 Rumble on the Red Fargo, ND	Craig Nasvik	South – Wrestling	0	Up to 45	Total Cost per Student: \$0 Total Cost: \$0 Source of Revenue: Parents pay for full event	School Vans & Parents	To compete in the Rumble on the Red invite. We have been going to this event for the last 8 years.
April 4-8, 2019 Choir New York City	Wendy Suoja	South – Choir	1	Up to 60	Total Cost per Student: \$1600 Total Cost: \$96,000 Source of Revenue: Fundraising is available	Bus to Airport - Fly	We will attend two interactive vocal clinics (with a Broadway coach and MY choral director. We will see.) 2 Broadway shows and sight seeing.
June 14-July 2, 2019 GAPP Leipzig, Germany	Karla Booth Caroline Waskow	South & North – German Students	0	15	Total Cost per Student: \$2,600 Total Cost: \$39,000 Source of Revenue: Student fees and fundraising. Some grant funds for travel through Goethe Institute	Fly	This is our long-standing GAPP exchange with our sister school in Leipzig, Germany. Goals: language, culture, experiential learning.

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

RESOLUTION FOR HUMAN RESOURCES ITEMS

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

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

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

INDEPENDENT SCHOOL DISTRICT NO.624
Department of Human Resources

RESIGNATION/TERMINATION – CLASSIFIED STAFF

MELANIE KONKEL – Admin. Asst. to Coordinator, Transition Education Center
Employed by District 624 since 08/15/2017
Effective Date: 10/17/2018

CARA LAMBERT – Admin. Asst. to Cabinet Member, District Center
Employed by District 624 since 08/16/2016
Effective Date: 09/28/2018

RESIGNATION/TERMINATION – NON-AFFILIATED

MOLLY LUND – Bear Fundamentals, Birch Lake Elementary
Employed by District 624 since 11/09/2008
Effective Date: 10/12/2018

RETIREMENT – CLASSIFIED STAFF

JOHN FRY – Custodial, WBLAHS – South Campus
Employed by District 624 since 09/24/1999
Effective Date: 09/28/2018

CHANGE OF POSITION – CLASSIFIED STAFF

OUMY FALL – From Instructional Assistant, Oneka Elementary
To Pupil Support Assistant, Paraprofessional Unit
\$20.30 per hour, 6.5 hrs. per day, 179 days
Effective Date: 09/03/2018

APRIL LIVERS – From Administrative Assistant – Special Services, District Center
To Administrative Assistant – Cabinet Member, Clerical Unit
\$19.80 per hour, 8 hrs. per day, 195 days
Effective Date: 10/01/2018

RACHEL RANCOUR – From Regular Part-Time Cook, Lincoln Elementary
To Regular Part-Time Cook, Sunrise Park Middle School
From 4.25 hrs. per day, To 5.75 hrs. per day
Effective Date: 09/03/2018

PART TIME LEAVE REQUEST – CERTIFIED STAFF
--

JESSICA HOSMER – Intervention Teacher, Matoska Elementary
Position .5 (Leave .2)
Effective Date: 2018-2019 School Year

JENNA MARTY – 1st Grade Teacher, Hugo Elementary
Employed by District 624 since 09/06/2011
Effective Date: 09/27/2018 through 11/23/2018

CHRISTINE MOREN – 5th Grade Teacher, Oneka Elementary
Employed by District 624 since 08/21/2016
Effective Date: 12/23/2018 through 03/08/2019

FULL TIME LEAVE REQUEST – CERTIFIED STAFF
--

ROCHELLE MICHEL – Peer Reviewer, District Center
One Year Leave
Effective Date: 2018-2019 School Year

NEW PERSONNEL – CLASSIFIED STAFF

DODI ANDERSON – Instructional Assistant, Lakeaires Elementary
\$18.33/hr., 32.5 hrs. per week, \$19,539.78
Effective Date: 09/24/2018

STEPHANIE BLOXHAM – Billing Clerk- Extended Day, District Center
\$18.18/hr., 40 hrs. per week, \$27,633.60
Effective Date: 10/08/2018

MELINDA BOE – Instructional Assistant, Lakeaires Elementary
\$18.33/hr., 32.5 hrs. per week, \$20,731.23
Effective Date: 09/10/2018

JASON BOOR – Custodian, Matoska Elementary
\$17.56/hr. + \$.25 SD, 40 hrs. per week, \$29,186.07sams
Effective Date: 09/14/2018

BANIELA BURSHTEN – Part-Time Cook, Oneka Elementary
\$15.09/hr., 18.75 hrs. per week, \$9,506.70
Effective Date: 09/19/2018

YOSHY CRISPIN – Program Assistant Leader, Hugo Elementary
\$13.98/hr., 28.75 hrs. per week, \$16,639.69
Effective Date: 09/12/2018

MICHELLE JOHNSON – Instructional Assistant, Hugo Elementary
\$18.33/hr., 32.5hrs. per week, \$20,731.23
Effective Date: 09/10/2018

CAITLIN KEESE – Program Assistant, Hugo Elementary
\$13.98/hr., 22.50 hrs. per week, \$13,148.19
Effective Date: 09/10/2018

CHRISTINE LA PEAN – Instructional Assistant, Willow Lane Elementary
\$18.33/hr., 32.5hrs. per week, \$20,731.23
Effective Date: 09/04/2018

LINDSEY MOREHEAD – Instructional Assistant, Willow Lane Elementary
\$18.33/hr., 32.5hrs. per week, \$20,731.23
Effective Date: 09/04/2018

JENNIFER OSETH – Instructional Assistant, Birch Lake Elementary
\$18.33/hr., 32.5hrs. per week, \$18,944.05
Effective Date: 10/01/2018

FREDDIE PERTEET BECKER – Instructional Assistant, Willow Lane Elementary
\$18.33/hr., 21.0 hrs. per week, \$8,561.94
Effective Date: 09/10/2018

FUE XIONG – Instructional Assistant, Willow Lane Elementary
\$18.33/hr., 32.5hrs. per week, \$19,778.07
Effective Date: 09/20/2018

ANNA ZAMZOW – Instructional Assistant, Willow Lane Elementary
\$18.33/hr., 32.5hrs. per week, \$20,373.79
Effective Date: 09/13/2018

NEW PERSONNEL – NON-AFFILIATED

ANGELA DRANGE – Student Support Services Supervisor, Normandy Park Early Childhood
\$81,323.25 (Pro-rated on \$108,431.00)
Effective Date: 10/01/2018

ROCHELLE MICHEL – AVID Lead, Achievement and Integration Coordinator, District Center
\$102,342.00
Effective Date: 2018-2019 School Year

REQUEL STRAND – Marketing Specialist, District Center
\$31,423.00 (Pro-rated on \$43,000.00)
Effective Date: 10/08/2018

LONG TERM SUBSTITUTE – CERTIFIED STAFF

KATHERINE LUNDE – 1.0 FTE 5th Grade Teacher, Oneka Elementary
MA, Step 2, \$31,654.51
Effective Date: 09/10 2018, through 03/08/2019

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: **Superintendent's Report**

MEETING DATE: **October 8, 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: **World's Best Workforce Annual Report**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

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

BACKGROUND:

Tonight, Sara Paul will be joined by Assessment Coordinator Brian Morris to discuss the academic data that will be submitted as part of the 2017-18 World's Best Workforce Report.

In accordance with Minnesota Statutes, section 120B.11, the school board must publish an annual report on the previous year's plan and hold an annual public meeting to review goals, outcomes and strategies.

2017-18 Measures of Academic Success

WBWF
Statute

Review
Progress

Discussion

Next Steps

White Bear Lake School Board | October 8, 2018

Striving for the World's Best Workforce

1. All children are ready to start kindergarten
2. All third-graders can read at grade level
3. All achievement gaps between students are closed
4. All students are ready for career and/or postsecondary education
5. All students graduate from high school

WBWF
Statute

(School Board Policy Reference: 616)

**All children are
ready to start
Kindergarten**



**625 children
screened in
2017/18**

- Hearing and Vision
- Speech and Development
- Health and Immunization

Outreach from district census and
birthing documents

First touchpoint with future
students.

Educate families about schools and
services.

Welcome our FUTURE BEARS!

All third graders can read at grade level



**65.1% of White Bear
3rd graders Met or
Exceeded reading
standards**

56.2% of 3rd graders across
Minnesota Met or Exceeded
reading standards

Literacy Coaches and Teachers -
Modeling and Collaboration

Common Interim Assessments

Identify challenges in phonemic
awareness - Comprehension,
Accuracy, Fluency

All achievement and opportunity gaps between students are closed



Participation is increasing, gaps are closing

With the bar raised to 66%, three groups reach participation equity and six groups narrow the gap.

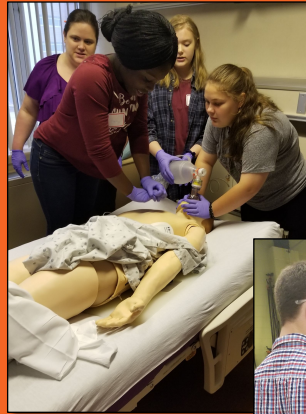
Student Identification

Family Outreach

Student / Staff Relationships

Student support

**All students are
ready for career
and/or
post-secondary
education**



Decreased need for Developmental Coursework in College

Decrease from 35% (2012)
to 19% for the class of 2016

Coursework done in high school

Articulation agreements with Century
College.

College credits earned in high school.

Increased Career Pathways and student enrollment

16% of high school students participated in a Career Pathway in 2017/18

Four Career Pathways:
Manufacturing, IT, Construction, and Health Care

Alignment, Articulation,
Partnerships

Certification, College Credits,
Internships

All students graduate from high school

(4-year graduation rate reported in WBWF)



Class of 2017 4-year graduation rate was 88.7%

28 students have since
graduated from ALC and TEC
putting the 5-year rate at 93.4%

Attendance and course completion

Early identification and intervention

School climate and student / staff
relationships

Questions?

Sara Paul

Assistant Superintendent

651-407-7567 sara.paul@isd624.org

Brian Morris

Assessment and Student Accountability Coordinator

651-407-7573 brian.morris@isd624.org

AGENDA ITEM: **Policy 206, Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

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

Background:

School Board Policy 206, Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy has changes to sections III Definitions, V The Public's Opportunity to be Heard, VI Procedures, VII Penalties for Violation of Data Privacy, and Legal References.

The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the November 12 School Board meeting agenda or a subsequent meeting for action.

Adopted: November 13, 1995

Revised: August 25, 2003

Revised: January 10, 2005

Revised: November 8, 2007

Revised: April 13, 2009

White Bear Lake Area School Board Policy 206

Revised: November 8, 2010

Revised: October 10, 2011

Revised: December 10, 2012

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Educational data" means data maintained by the school district which relates to a student.
- B. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer, an independent contractor, and a member of an advisory board.

- C.** 4) Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer-paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in

addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the terms of any agreement settling any dispute arising out of the employment relationship, including a ~~superintendent~~ buyout agreement as defined in Minn. Stat. §123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; a work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- D. 2) Personnel data on current and former applicants for employment that is "public" includes:

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

- C. E. "Private Data About Applicants" means: Data about applicants for appointments to a public body including a School Board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; and any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. §15.0597, and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address and either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the

final investigative report unless access to the data would jeopardize an active investigation. ~~provided, however,~~ Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

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

IV. RIGHTS TO PRIVACY

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

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The School Board will strive to give all ~~citizens of the school district~~ **persons** an opportunity to be heard and to have complaints considered and evaluated within the limits of the law and this policy and subject to reasonable time, place and manner

restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda items

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

8. Depending upon the number of persons in attendance seeking to be heard, the School Board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient and fair opportunity for those present to be heard.

B. Complaints

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

C. Open Forum

The School Board shall normally provide a specified period of time when ~~citizens~~ **persons** may address the School Board on any topic, subject to the limitations of this policy. The School Board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

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

D. No **School** Board Action at Same Meeting

Except as determined by the School Board to be necessary or in an emergency, the School Board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointments)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 121A.33 Subd. 3 (Coaches, Opportunity to Respond)
Minn. Stat. § 122A.40 Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. No. 852 (July 14, 2006)

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

AGENDA ITEM: **Policy 211, Criminal or Civil Action Against School District, School Board Member, Employee or Student**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

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

Background:

School Board Policy 211, Criminal or Civil Action Against School District, School Board Member, Employee or Student was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy has changes to sections II General Statement of Policy, IV Criminal Charges or Conduct, and V Statement when Litigation is Pending.

The purpose of this policy is to provide guidance as to the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a School Board member, school district employee or student.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the November 12 School Board meeting agenda or a subsequent meeting for action.

Adopted: November 13, 1995

Revised: May 9, 2005

Revised: November 8, 2007

Revised: October 10, 2011

White Bear Lake Area School Board Policy 211

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance as to the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a School Board member, school district employee or student.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that, when civil or criminal actions are pending against the school district, a School Board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to School Board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements^s and school district policies may also apply.

III. CIVIL ACTIONS

- A. Pursuant to Minn. Stat. § 466.07, Subd. 1, the school district shall defend and indemnify any School Board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the School Board member or employee, provided that he or she was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minn. Stat. § 123B.25(b) with respect to teachers employed by the school district, upon written request of the teacher involved, the school district shall provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, he or she is to inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No School Board member or employee may release data without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.

D. Service of Subpoenas.

~~It is~~ The policy of the school district ~~is~~ that its officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify.

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees.

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes and provisions of applicable collective bargaining agreements.
3. Pursuant to Minn. Stat. § 123B.02, Subd. 20, if reimbursement for a criminal defense is requested by a school district employee, the School Board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the

performance of duties for the school district. The decision as to whether to reimburse shall be made in the discretion of the School Board. A School Board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the School Board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. In order to further that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. ~~It is~~ The policy of the school district ~~is~~ to cooperate with law enforcement officials. The school district will make every reasonable ~~all~~ effort, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless there are extenuating circumstances or the matter being investigated is school-related, or as otherwise provided by law.
2. If such questioning at school is unavoidable, the school district will attempt to maintain confidentiality, to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minn. Stat. § 626.556, Subd. 10), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and 20 U.S.C. § 1232g (FERPA).

V. **STATEMENTS WHEN LITIGATION IS PENDING**

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit action, including but not limited to pertinent insurance companies, have particular duties regarding ~~in reference to the~~ persons involved ~~or~~ named in the lawsuit action, ~~as well as insurance carrier(s).~~ Therefore, School Board

members or school district employees shall make or release statements regarding the action ~~in that situation~~ only in consultation with legal counsel.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40 – 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel, Reimbursement)
Minn. Stat. § 123B.25(b) (Actions Against Teachers)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Depriving Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963);
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943).
Dyppress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983);
Wood v. Strickland, 420 U.S. 308, 95 S.Ct. 992, 43 L.Ed.2d 214 (1975);

Cross References: WBLASB Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
WBLASB Policy 406 (Public and Private Personnel Data)
WBLASB Policy 408 (Subpoena of a School District Employee)
WBLASB Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 515 (Protection and Privacy of Pupil Records)

AGENDA ITEM: **Policy 421, Gifts to Employees, Classrooms and School Board Members**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

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

Background:

School Board Policy 421, Gifts to Employees, Classrooms and School Board Members, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy has changes to sections I Purpose and II General Statement of Policy.

The purpose of this policy is to avoid an actual or perceived impropriety, and an actual or perceived conflict of interest with respect to gifts given to school district employees, to schools, classrooms, and School Board members.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the November 12 School Board meeting agenda or a subsequent meeting for action.

Adopted: April 29, 1996

Revised: May 13, 2013

Revised: March 2, 2015

White Bear Lake Area School District #624 Policy 421

421 GIFTS TO EMPLOYEES, CLASSROOMS AND SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to avoid an actual or **perceived** ~~the appearance of an~~ impropriety, and an actual or **perceived** ~~appearance of a~~ conflict of interest with respect to gifts given to school district employees, to schools, classrooms, and School Board members.

II. GENERAL STATEMENT OF POLICY

- A. The school district recognizes that students, parents/guardians, and others may show appreciation to school district employees or School Board members and/or to a particular school or classroom. The policy of the school district, however, is to discourage gift-giving to employees, schools/classrooms and School Board members, and to encourage donors instead to write letters and notes of appreciation or to give small tokens of gratitude. Any gifts accepted of more than nominal value, shall become property of the District.
- B. A violation of this policy occurs when an employee solicits, accepts, or receives either by direct or indirect means, a gift of greater than nominal value from a student, parent/guardian, or other individual or organization.
- C. A violation of this policy occurs when any employee solicits, accepts or receives gifts or donations, of greater than nominal value, to fund school or classroom items, by any means, including the use of a website, without prior approval of the building principal and/or in a manner that is otherwise out of compliance with Policy 706: Acceptance of Gifts.
- D. A violation of this policy occurs when any employee solicits, accepts, or receives a gift from a person or entity doing business with or seeking to do business with the school district. Employees may accept items of ~~nominal value or less or of a promotional or public relations nature.~~ **insignificant value of a promotional or public relations nature or a plaque with a resale value of \$5 or less with an inscription recognizing an individual for an accomplishment. The superintendent has discretion to determine what value is "insignificant."**
- E. Teachers may accept from publishers free samples of textbooks and other related teaching materials.
- F. This policy applies only to gifts given to employees where the donor's relationship with the employee arises out of the employee's employment with the school district. It does not apply to gifts given to employees by personal friends,

family members, other employees, or others unconnected to the employee's employment with the school district.

- G. An elected or appointed member of a **the** School Board, a **the** school superintendent, a school principal, or a district school officer, including the school business official, may not accept a gift **of greater than nominal value** from an interested person.

III. DEFINITIONS

- A. "Gift" means money, real or personal property, a service, a loan, a forbearance or forgiveness of indebtedness, or a promise of future employment, that is given without something of equal or greater value being received in return.
- B. "Interested person" means a person or a representative of a person or association that has a direct financial interest in a decision that a School Board member, superintendent, school principal and building administrator, or a district cabinet member is authorized to make.
- C. "Nominal value" means a value of \$5 or less.

IV. PROCEDURES

Any employee or School Board member considering the acceptance of a gift, individually or for any component of the district, shall confer with the administration for guidance related to the interpretation and application of this policy.

V. VIOLATIONS

Employees who violate the provisions of this policy may be subject to discipline, which may include reprimand, suspension, termination and/or discharge. School Board members who violate the provisions of this policy may be subject to discipline in accordance with applicable statute and school district policy.

Legal References: Minn. Stat. § 10A.07 (Conflicts of Interest)
Minn. Stat. § 10A.071 (Prohibition of Gifts)
Minn. Stat. § 15.43 (Acceptance of Advantage by State Employee; Penalty)
Minn. Stat. § 471.895 (Certain Gifts by Interested Persons Prohibited)

Cross References: WBLASB Policy 209 (Code of Ethics)
WBLASB Policy 210 (Conflict of Interest – School Board Members)
WBLASB Policy 306 (Administrator Code of Ethics)

AGENDA ITEM: **Policy 423, Employee-Student Relationships**
MEETING DATE: **October 8, 2018**
SUGGESTED DISPOSITION: **Discussion Item**
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

Background:

School Board Policy 423, Employee-Student Relationships, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy has changes to sections II General Statement of Policy, IV School District Action, and Legal References.

The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding and direction, while maintaining a standard of professionalism, and acting within accepted standards of conduct.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the November 12 School Board meeting agenda or a subsequent meeting for action.

423 EMPLOYEE-STUDENT RELATIONSHIPS

I. PURPOSE

The school district is committed to an educational environment in which all students are treated with respect and dignity. Every school district employee is to provide students with appropriate guidance, understanding and direction, while maintaining a standard of professionalism, and acting within accepted standards of conduct.

II. GENERAL STATEMENT OF POLICY

- A. This policy applies to all school district employees at all times, whether on or off duty and on or off of school district locations.
- B. At all times, students will be treated by teachers and other school district employees with respect, courtesy and consideration and in a professional manner. Each school district employee is expected to exercise good judgment and professionalism in all interpersonal relationships with students. Such relationships must be and remain on a teacher-student basis or an employee-student basis.
- C. Teachers must be mindful of their inherent positions of authority and influence over students. Similarly, other school district employees also may hold positions of authority over students of the school district and must be mindful of their authority and influence over students.
- D. Sexual relationships between school district employees and students, without regard to the age of the student, are strictly forbidden and may subject the employee to disciplinary action and criminal **and/or civil** liability.
- E. Other actions that violate this policy include, but are not limited to, the following:
 - 1. Dating students.
 - 2. Having an interaction/activity of a sexual nature with a student.

3. Committing or attempting to induce students or others to commit an illegal act or act of immoral conduct which may be harmful to others or bring discredit to the school district.
 4. Supplying alcohol or any illegal substance to a student, allowing a student access to such substances, or failing to take reasonable steps to prevent such access from occurring.
- F. School district employees shall, whenever possible, employ safeguards against improper relationships with students and/or claims of such improper relationships.
- G. Excessive informal and social involvement with individual students is unprofessional, is not compatible with employee-student relationships, and is inappropriate.
- H. School district employees will adhere to applicable standards of ethics and professional conduct in Minnesota law.

III. REPORTING AND INVESTIGATION

- A. Complaints and/or concerns regarding alleged violations of this policy shall be handled in accordance with WBLASB Policy 103 (Complaints-Students, Employees, Parents, and Other Persons) unless other specific complaint procedures are provided within any other policy of the school district.
- B. All employees shall cooperate with any investigation of alleged acts, conduct or communications in violation of this policy.

IV. SCHOOL DISTRICT ACTION

Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. It also may include reporting to appropriate state or federal authorities, including the ~~Board of Teaching~~ Minnesota Professional Educator Licensing and Standards Board or the appropriate licensing authority and appropriate agencies responsible for investigating reports of maltreatment of minors and/or vulnerable adults. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

V. SCOPE OF LIABILITY

Employees are placed on notice that if an employee acts outside the performance of the duties of the position for which the employee is employed, or is guilty of malfeasance, willful neglect of duty, or bad faith, the school district is not required to defend and indemnify the employee for damages in school-related litigation.

- Legal References: Minn. Stat. § 13.43, Subd. 16 (School District or Charter School Disclosure of Violence or Inappropriate Sexual Contact)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting to Minnesota Board of Teaching Professional Educator Licensing and Standards Board or Board of School Administrators)
Minn. Stat. § 122A.40, Subds. 5(b) and 13(b) (Mandatory immediate discharge of teachers with license revocations due to child or sex abuse convictions)
Minn. Stat. §§ 609.341-609.352 (Defining “intimate parts” and “position of authority” as well as detailing various sex offenses)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)
Minn. Rules Part 8700.7500 (Code of Ethics for Minnesota Teachers)
- Cross Reference: WBLASB Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
WBLASB Policy 211 (Criminal or Civil Action Against School District, School Board Members, Employee or Student)
WBLASB Policy 306 (Administrator Code of Ethics)
WBLASB Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
WBLASB Policy 413 (Harassment and Violence)
WBLASB Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
WBLASB Policy 415 (Mandated Report of Maltreatment of Vulnerable Adults)
WBLASB Policy 421 (Gifts to Employees)
WBLASB Policy 507 (Corporal Punishment)

AGENDA ITEM: **Policy 424, License Status**
MEETING DATE: **October 8, 2018**
SUGGESTED DISPOSITION: **Discussion Item**
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

Background:

School Board Policy 424, License Status, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

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

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school board district that employs a teacher who does not hold a valid teaching license places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the November 12 School Board meeting agenda or a subsequent meeting for action.

Adopted: December 10, 2001

White Bear Lake Area School Board Policy #424

Revised: January 10, 2005

Revised: November 8, 2007

Annual Review: October 10, 2011

Annual Review: September 10, 2012

Annual Review: December 9, 2013

Annual Review: January 8, 2018

424 LICENSE STATUS

I. PURPOSE

The purpose of this policy is to ensure that qualified teachers are employed by the school district and to fulfill its duty to ascertain the licensure status of its teachers. A school ~~board~~ district that employs a teacher who does not hold a valid teaching license places itself at risk for a reduction in state aid. This policy does not negate a teacher's duty and responsibility to maintain a current and valid teaching license.

II. GENERAL STATEMENT OF POLICY

- A. A qualified teacher is one holding a valid license to perform the particular service for which the teacher is employed by the school district.
- B. No person shall be a qualified teacher until the school district verifies through the Minnesota education licensing system available on the Minnesota ~~Department of Education~~ **Professional Educator Licensing and Standards Board** website that the person is a qualified teacher consistent with state law.
- C. The school district has a duty to ascertain the licensure status of its teachers and ensure that the school district's teacher license files are up to date. The school district shall establish a procedure for annually reviewing its teacher license files to verify that every teacher's license is current and appropriate to the particular service for which the teacher is employed by the school district.

III. PROCEDURE

- A. The superintendent or the superintendent's designee shall establish a schedule for the annual review of teacher licenses.
- B. Where it is discovered that a teacher's license will expire within a year from the date of the annual review, the superintendent or the superintendent's designee will advise the teacher in writing of the approaching expiration and that the teacher must complete the renewal process and file the license with the superintendent prior to the expiration of the current license. However, failure to provide this notice does not relieve a teacher from his/her duty and responsibility of ensuring

that his/her teaching license is valid, current and appropriate to his/her teaching assignment.

- C. If it is discovered that a teacher's license has expired, the teacher shall be advised that the teacher's failure to have the license reinstated will constitute gross insubordination, inefficiency and willful neglect of duty which are grounds for immediate discharge from employment.
- D. The duty and responsibility of maintaining a current and valid teaching license appropriate to the teaching assignment as required by this policy shall remain with the teacher, notwithstanding the superintendent's failure to discover a lapsed license or license that does not support the teaching assignment. A teacher's failure to comply with this policy may be grounds for the teacher's immediate discharge from employment.

Legal References: Minn. Stat. §122A.16 (Highly Qualified Teacher Defined)
Minn. Stat. §122A.22 District Verification of Teacher Licenses)
Minn. Stat. §122A.40, Subd. 13 (Employment; Contracts; Termination
Immediate Discharge)
Minn. Stat. §127A.42 (Reduction of Aid for Violation of Law)
Vettleson v. Special Sch. Dist. No. 1, 361 N.W.2d 425 (Minn.App. 1985)
Lucio v. School Bd. of Independent Sch. Dist. No. 625, 574 N.W.2d 737
(Minn.App. 1998)
In the Matter of the Proposed Discharge of John R. Statz (Christine D.
VerPloeg), June 8, 1992, *affirmed*, 1993 WL 129639, 1993 Minn. App.
Lexis 442

AGENDA ITEM: **Policy 505, Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

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

Background:

School Board Policy 505, Distribution of Non-School-Sponsored Materials on School Premises by Students and Employees, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy has minor changes to sections IV Guidelines and VI Procedures.

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

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the November 12 School Board meeting agenda or a subsequent meeting for action.

Adopted: August 26, 1996
Revised: April 13, 2009
August 13, 2012

White Bear Lake Area School
Board Policy #505

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Independent School District 624 recognizes that students and employees have the right, protected by the First Amendment of the Constitution of the United States, to exercise freedom of expression on school property. Inclusive in this protection is the right to distribute at a reasonable time and place and in a reasonable manner, non-school-sponsored written materials, petitions, buttons, badges or similar items.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the district, the School Board adopts the following regulations and procedures regarding distribution of non-school-sponsored material on school property and at school activities.

III. DEFINITIONS

- A. "Approval" by the school district is not the same as, nor does it imply authorization by the school district.
- B. "Community", unless expressly stated otherwise, means the city, town, village or township in which the district is located. Unless otherwise stated, community does not mean only that group of people associated with the schools in the district.
- C. "Distribute" or "Distribution" means circulation or dissemination of material by any means, including but not limited to, electronically, handing out free materials, selling or offering materials for sale, accepting donations for materials, posting or displaying material, or placing material in internal staff or student mailboxes.
- D. "Distribution time" is the time a person wishes to begin distributing non-school-sponsored material.
- E. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the self esteem of the community.

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

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

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

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

H. Non-school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks, and other publications funded and/or sponsored or authorized by the school. Examples of non-school-sponsored materials include, but are not limited to, leaflets, brochures, badges, flyers, petitions, posters, and non-school newspapers whether written by students or employees or others, and tangible objects.

I. "Obscene to minors" means:

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

J. "Posting" means placing material in a conspicuous place for public review. Examples of conspicuous places for public review include, but are not limited to,

bulletin boards, lounges, walls, posts and windows that are frequently viewed by the general school population.

- K. "School activities" means any activity of students which is sponsored by the school and includes, but is not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.
- L. "School property" includes all real property and buildings owned by the School District as well as school buses. It is not limited to any particular school building or to any particular school campus.

IV. GUIDELINES

- A. No person, employee or student may distribute, post, or otherwise display any non-school-sponsored written material without first obtaining the approval of the building principal.
- B. Requests for distribution of non-school-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
 - 1. is obscene to minors;
 - 2. is libelous or slanderous;
 - 3. is pervasively indecent or vulgar; or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
 - 4. advertises any product or service not permitted to minors by law;
 - 4. advocates violence or other illegal conduct;
 - 6. constitutes insulting or threatening words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious religion, ethnic origin, gender or sexual preference);
 - 7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause:
 - a. a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities;
 - b. the commission of unlawful acts; or
 - c. the violation of lawful school regulations.

- C. Distribution by students and employees of non-school-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to the following:
1. whether the material is educationally related;
 2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
 3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
 4. the quantity or size of materials to be distributed;
 5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
 6. whether distribution would require that non-school persons be present on the school grounds;
 7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE AND MANNER OF DISTRIBUTION

- A. No non-school-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of non-school sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

- A. Any student or employee wishing to distribute (as defined in this policy) non-school-sponsored material must first submit for approval a copy of the material to the principal at least 48 hours in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
 2. Date(s) and time(s) of day intended for distribution.
 3. Location where material will be distributed.
 4. If intended for students, the grade(s) of students to whom the distribution is intended.
- B. Within one school day, the building administrator will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the administrator may use any reasonable method to inform the person of the denial or limitation; however, the administrator must upon request of the person submitting the request, provide a written denial of or limitation on the request including the reason(s) for denial **or limitations**.
- C. If the person submitting the request does not receive a response within one school day, the person may contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the administrator, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturday, Sunday, and holidays) of submitting the appeal, the person may contact the office of the Superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the School Board, or the individual reviewing the material submitted.

VII. DISCIPLINARY ACTION

- A. Distribution by any student of non-school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted, and appropriate disciplinary action will be taken in accordance with the school district's Student Discipline Policy.
- B. Distribution by any employee of non-school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.

- C. Any other party violating this policy will be requested to leave school property immediately and, if necessary, the police will be called.

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

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

IX. APPLICATION TO OTHER SCHOOL RULES AND POLICIES

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

X. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

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

XI. IMPLEMENTATION

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

Legal References: U. S. Const., amend. I
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988).
Bethel Sch. Dist. No. 403 v. Fraser, 478 U.S. 675, 106 S.Ct. 3159, 92 L.Ed.2d 549 (1986).
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).
Roark v. South Iron R-I School Dist., 573 F.3D 556 (8th Cir. 2009)

Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir.2011)

Cross References: WBLASB Policy 403 (Discipline, Suspension and Dismissal of School District Employees)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 512 (School Sponsored Student Publications)
WBLASB Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

AGENDA ITEM: **Policy 509, Enrollment of Nonresident Students**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

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

Background:

School Board Policy 509, Enrollment of Nonresident Students, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy has changes to sections II General Statement of Policy.

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

Recommended Action:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the November 12 School Board meeting agenda or a subsequent meeting for action.

Adopted: August 12, 1996
Revised: June 11, 2001
Revised: January 10, 2005
Revised: November 8, 2007
Revised: December 12, 2011

*White Bear Lake Area
School Board Policy 509*

Revised: June 8, 2015

509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program (excluding special education programs), class, grade level, or school building as established by School Board resolution and provided that:
1. space is available for the applicant under enrollment cap standards established by School Board policy or other directive; and
 2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minn. Stat. § 124D.03.
 3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph IIA, the school district may refuse to allow a pupil who is expelled under Minn. Stat. § 121A.45 to enroll during the term of the expulsion if the student was expelled for:
1. possessing, at school or a school function, a dangerous item ~~weapon~~, including a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury; ~~with the~~

~~exception of a pocket knife with a blade less than two and one half inches in length;~~

2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving “assaulting another and inflicting substantial bodily harm”.

C. Standards that may not be used for rejection of application. The school district may not use the following standards in determining whether to accept or reject an application for open enrollment;

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student’s proficiency in the English language;
5. the student’s district of residence, except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from denying the application of a student who was expelled under Minn. Stat. §121A.45 for a reason stated in Paragraph II.B. or proceeding with exclusion as set out in in Section F of this policy.

D. Application. The student and parent or guardian must complete and submit a “General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education.” ~~School District Enrollment Options Program application~~ developed by the Minnesota Department of Education and available on the website (www.education.mn.gov) by clicking on “Students and Families” then “School Choice” and then “Open Enrollment”. ~~That form is attached to this Policy and is incorporated by reference.~~

E. Lotteries. If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and

achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at least five school districts;
3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by School Board policy and posted on the school district's website.

E.F. Exclusion.

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

F.G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minn. Stat. § 124D.03, or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minn. Ch

260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school under Minn. Stat. § 120A.22, Subd. 8.

2. The school district may also terminate the enrollment of a nonresident student 18 years of age or older 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 Minn. Stat. § 120A.22, Subd. 8.
3. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents/guardians a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents/guardians of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

- H. Notwithstanding the requirement that an application must be approved by the School Board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the School Board of nonresident district. The approval of the School Board of the student's resident district is not required.

Legal Reference: Minn. Stat. § 120A.22, Subd. 3(e) (Residency Determined)
Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03, (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District)

Minn. Stat. § 124D.68 (High School Graduation Incentives Program)
Minn. Ch. 260A (Truancy)
Minn. Stat. §260C.007, Subd 19 (Habitual Truant Defined)
Minn. Opp Atty. Gen. No. 169-f (August 13, 1986)
Indep. Sch. District No. 623 v. Minn. Dept. of Educ., Co. No A05-361,
2005
WL 3111963 (Minn. App. 2005) (unpublished)

Cross Reference: WBLASB Policy 506 (Student Discipline)
WBLASB Policy 517 (Student Recruiting)
MSBA Service Manual, Chapter 5, Various Educational Programs

E. OPERATIONAL ITEMS

AGENDA ITEM: **Resolution for Combined Primary Polling
Place for 2019 State Primary and State
General Election**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Tim Maurer, Director of Community Services
and Recreation**

BACKGROUND:

Mr. Joseph Mansky, Ramsey County Elections Manager, contacted White Bear Lake Area Schools and has asked for the School Board to approve a resolution resulting in a combined polling place for the areas of the school district located in the area of Lino Lakes. This resolution would combine precincts 1, 4, & 6 for the 2019 State primary and State general elections.

RECOMMENDED ACTION:

The administration recommends the School Board approve the resolution and combine the three polling places (P1, P4, and P6) in the Lino Lakes area for the 2019 State primary and State general election.

White Bear Lake Area Public Schools
Ramsey County, Minnesota

RESOLUTION NO. ____ - ____

RESOLUTION DESIGNATING POLLING PLACES FOR THE
2019 SCHOOL DISTRICT ELECTIONS

WHEREAS, Minnesota Statutes 205A.11, subdivision 2 requires the School Board to designate combined polling places for the upcoming year by resolution; and

WHEREAS, changes to the combined polling places locations may be made at least 90 days before the next election if one or more of the authorized combined polling places becomes unavailable for use; and

WHEREAS, changes to the combined polling place locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting; and

WHEREAS, the school district general election is November 5, 2019.

NOW, THEREFORE, BE IT RESOLVED, that the School Board of White Bear Lake Area Schools hereby designates the following combined polling places for any school district elections that are not held on the same date as a state, county or municipal election in 2019:

Lino Lake Precincts P1, P4, and P6:	Living Waters Lutheran Church
	865 Birch Street
	Lino Lake, MN 55014

AND BE IT FURTHER RESOLVED, that the school district clerk is hereby authorized to designate a replacement meeting the requirements of the Minnesota Election Law for any combined polling place designated in this Resolution that becomes unavailable for use by the School District;

AND BE IT FURTHER RESOLVED, that the school district clerk is hereby authorized to designate an emergency replacement combined polling place meeting the requirements of the Minnesota Election Law for any polling place designated in this Resolution when necessary to ensure a safe and secure location for voting;

AND BE IT FURTHER RESOLVED, that the school district clerk is directed to send a copy of this resolution and any subsequent combined polling place designations to the Ramsey County Elections Office.

Adopted by the School Board of _____ this ____ day of _____, 20__.

_____, Chair

_____, School District Clerk

AGENDA ITEM: **Action on Delonais/North Campus Property Quitclaim**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Operational Item**

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

BACKGROUND:

Mrs. Delonais has been the owner of the property at 5051 Division Avenue since 1954. The family sold property to the White Bear Lake Area Schools (WBLAS) which is now home to White Bear Lake Area High School, North Campus. When the school was built 12th street vacated to make room for the North Campus parking lot.

The family driveway is located on the north half of old 12th street, land they believed was originally deeded to them, but by county records is owned by the WBLAS. They attempted to correct this in 1964 and presented a letter they received from Asst. Superintendent for Business Affairs, Mr. W.C. Knack stating the school board approved their quitclaim request, asking their attorney to prepare the quitclaim deed.

The request and documentation has been reviewed by the District's legal counsel, Jay Squires of Rupp, Anderson, Squires, and Waldspurger, PA.

RECOMMENDED ACTION:

Administration recommends the Board approve the quitclaim deed prepared by the legal representatives for the Duane P Delonais as Trustee of the Phyllis Delonais Living Trust to deed the N. 33 feet of the S. 66 feet of the E. 189 feet of the SW1/4 of Sec.11, T. 30. R. 22. Ramsey County.

AGENDA ITEM: **Action on Transportation Contracts**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for Finance and Operations,**
Mike Turitto, Transportation Coordinator

BACKGROUND:

The District owns 39 type C and D buses, and 13 type III vehicles (type samples included). While we provide significant transportation services in-house, we have multiple agreements in place to provide additional transportation services. Our primary provider is First Student Transportation, but multiple providers are used to meet transportation needs.

On July 16, 2018, the District approved extended contracts with First Student, Twin City Transportation, and Treasured Transportation to provide student transportation services. Tonight, the board will consider extended contracts with two additional providers, Rehbein Transit, Inc and HALO Transportation, LLC.

RECOMMENDED ACTION:

Move to approve the extended contracts with Rehbein Transit, Inc and HALO Transportation, LLC.

STUDENT TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the **8th day of October 2018**, by and between **Independent School District 624, White Bear Lake Area Schools**, Ramsey County, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, Minnesota,, hereinafter called "District" and **Rehbein Transit Co., Inc.**, with its local office at 6298 Hodgson Road, Lino Lakes, Minnesota 55014, hereinafter called "Contractor."

WITNESSETH

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

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

WHEREAS, pursuant to Minnesota Statute 2018, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

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

1. TERM

The term of this AGREEMENT shall commence August 1, 2018 and shall continue through July 31, 2019 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the "SPECIFICATION"). For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

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

a. **Extension of Term**

This AGREEMENT may be extended at the mutual written agreement of the Parties for an additional one (1) Contract Year upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by **February 28**, 2019 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

2. SCOPE OF SERVICES REQUIRED

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

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

3. **COMPENSATION AND BILLING**

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

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

4. **FUEL PRICE PROVISION**

It is agreed that the Service Provider will be responsible to purchase the fuel. The District will agree to a fuel price adjustment which will be based on the following indexed fuel price (Index Price) and compensation determined for actual prices exceeding the Index Price.

- a. For school years 2018-19 and 2019-20, the Index Price for diesel and unleaded gasoline will be \$2.50 per gallon excluding the federal fuel excise taxes.
- b. The District and the Service Provider(s) will share equally (50%/50%) in fuel price adjustments above this Index Price.
- c. The Service Provider is required to substantiate the (1) quantity of diesel and unleaded fuel used in fulfilling the service requirements of the SPECIFICATION and this AGREEMENT and (2) the price paid for the diesel and unleaded fuel purchased from time to time.
- d. The actual diesel fuel cost for this clause shall be the lesser price of the Service Provider's price paid for their diesel and unleaded fuel or the pump price at a designated service station in the District for the same period of time, month or day.

It should be understood that the District may, at its sole discretion, purchase the fuel. Under that arrangement, the District will be reimbursed by the Service Provider(s) with a deduction on the monthly billing, unless a different arrangement is agreed to in the Agreement.

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

- a. Services. ARTICLE 7 of the SPECIFICATION

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

- i. Insurance Coverage; SECTION 7.3. Contractor must provide the above referenced insurance with the following minimum limits:

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

- ii. Insurance requirements under this AGREEMENT will be limited to those claims arising under this AGREEMENT.

- b. Equipment. ARTICLE 8 of the SPECIFICATION

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

- i. Contractor Fleet. Contractor will provide a fleet of school buses including spares that meet requirements and provisions for equipment as outlined in ARTICLE 8 of the SPECIFICATION.
- ii. District Name on Buses. As provided in SECTION 8.1.6. of the SPECIFICATION, Contractor agrees to identify "White Bear Lake Area Schools" on all primary regular and special needs route buses with display on the panel below the passenger windows on the two sides of each primary route bus, not inconsistent with requirements of state law and

regulations. The District will annually notify the Contractor of the primary routes to which this provision applies. **The District will waive this requirement at this time.**

c. **Personnel. ARTICLE 9 of the SPECIFICATION**

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

6. ANNUAL SERVICE PLAN

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

- a. route or routes including bus route numbering, route maps, and route times, which will be primarily developed by the District with input from the Contractor.
- b. list of drivers, both primary and substitutes, and the assigned routes and buses for the primary drivers.
- c. list of students assigned to each bus and route, together with grade levels, which will be primarily developed by the District with input from the Contractor.
- d. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, and mileage.
- e. staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- f. compliance with SECTIONS 7, 8 and 9 of this SPECIFICATION.
- g. compliance with District performance criteria as outlined in SECTION 4.2. of the SPECIFICATION and SECTION 8 of this AGREEMENT.
- h. insurance information required as specified in SECTION 7.3 of this SPECIFICATION.
- i. operating policies and procedures of the Contractor related to their fulfilling the terms of the AGREEMENT.
- j. provision of services to students living within the areas not eligible for regular bus services as outlined in SECTION 4.6. of this SPECIFICATION.
- k. provision for regular reporting wherein the Contractor will submit to the District a report on performance on a mutually agreed frequency, using an agreed reporting approach/method.

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

7. SECTION 4.7: PROGRAM GROWTH

The District will reserve the right to increase or decrease the number of buses or vans over the life of the contract(s), based on the terms described in this SPECIFICATION. The cost of the added or reduced buses or vans will be at the unit cost approved in the basic contract(s). Should the program significantly change in scope then either party may request, following provisions in the Contract, that appropriate pricing adjustments be considered.

8. PERFORMANCE SECURITY

The District will implement SECTION 5.5. of the SPECIFICATION during the term of this AGREEMENT.

9. LIQUIDATED DAMAGES FOR NON-COMPLIANCE

In the event of non-compliance with the terms of this AGREEMENT, the following liquidated damages shall apply:

- a. One-half (1/2) the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
 - i. Running a route without the required equipment as required by this AGREEMENT.

- ii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to bad weather, or an Act of God, and without notification of the District within the ten (10) minutes.
 - iii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to uncontrollable vehicle breakdown without a replacement bus/vehicle with twenty (20) minutes and without notification of the District within the ten (10) minutes.
 - iv. Transporting persons other than those assigned, without the prior approval of the District.
 - v. Failure to have a driver fully prepared to complete the assigned bus services prior to the school year or commencing a trip.
- b. The normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
 - i. Failure to correct within three (3) calendar days a problem or complete an agreed change in a route, service or schedule.
 - ii. Running a route without an aide, if an aide is required by the District.
 - iii. Conduct of a Contractor's employee, including disrespectful behavior toward parents and District administrators and staff, which is not fully satisfactory to the District after being put on notice on three (3) prior occasions during each school year.
 - iv. Failure of the Contractor to satisfy the Performance Standards in the SPECIFICATION after being put on notice on three (3) prior occasions during each school year.
- c. Twice the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following :
 - i. Allowing a driver to drive a route without the appropriate driver's license.
 - ii. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or District rules, regulations, laws or procedures.
 - iii. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
 - iv. Running a route with a vehicle that does not have a current inspection sticker.

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

District must inform the Contractor in writing within three (3) days of a listed violation and its intent to assess liquidated damages for such violation. Except for lesser dates required to cure an incident in this Section communicated by the District either orally or in writing, Contractor shall have ten (10) days following such notice on all other incidents to cure the incident prior to assessment of liquidated damages. Failure to timely notify the Contractor shall relieve the Contractor of its obligation to pay liquidated damages for the alleged violation.

The provisions of this SECTION shall not replace the provision for performance security as outlined in SECTION 8 of this AGREEMENT.

10. OTHER PROVISIONS

Contractor agrees to comply with the following:

a. Governing Law

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

b. Data Privacy

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

Subd. 6. Contracts. Except as provided in section 13.46, subdivision 5, in any contract between a governmental unit subject to this chapter and any person, when the contract requires that data on

individuals be made available to the contracting parties by the governmental unit, that data shall be administered consistent with this chapter. A contracting party shall maintain the data on individuals which it received according to the statutory provisions applicable to the data.

c. Force Majeure

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

Under the latter circumstance above, District shall pay the Contractor for the use of such buses used by the District consistent with the rates and provisions in this AGREEMENT that applied to the Contractor and the District minus all expenses and costs incurred by the District as reasonably necessary to secure the services of drivers and other hourly employees to provide the services. The District deduction of reasonable expenses and costs shall not exceed the difference between the total compensation paid the Contractor for such buses less the Contractor's fixed costs of operation for this AGREEMENT. If the District agrees to use and operate the Contractor's buses, the District will provide the Contractor with a lease agreement, along with indemnification, insurance and compliance matters, consistent with that required of the Contractor under this AGREEMENT.

d. Indemnification

The Contractor agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, providing transportation of assigned students. Notwithstanding the foregoing, Contractor will not indemnify and save the District harmless from any claims arising out of or in connection with the negligent acts or willful misconduct of the District, its agents or employees, student-upon-student violence, routing, or Contractor's good faith adherence to District policies, procedures, or directives."

e. Assignment

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

f. Subcontract

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

g. Termination

Either party may terminate this AGREEMENT for convenience and without cause upon not less than 180 days prior written notice to the non-terminating party.

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

h. Severability

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

i. Modification

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

j. Survival

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

k. District Crisis Management Policy

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

l. Notices To Parties

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

Notices to District shall be addressed to:

Tim Wald
Assistant Superintendent for Finance and Operations
White Bear Lake Area Schools
4855 Bloom Avenue
White Bear Lake, MN 55110

Notices to Contractor shall be addressed to:

Steve La Tour
Rehbein Transit General Manager
6298 Hodgson Road
Lino Lakes, Minnesota 55014

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

m. Entire Agreement

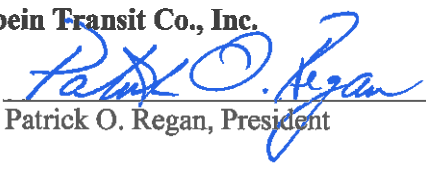
This AGREEMENT sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 8th day of October 2018.

White Bear Lake Area Schools

By: _____
Don Mullin
Chair, School Board

Rehbein Transit Co., Inc.

By:  _____
Patrick O. Regan, President

By: _____
Ellen Fahey
Clerk, School Board

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

EXHIBIT A - PRICE AND RATE SCHEDULE

EXHIBIT A-1: REGULAR ROUTE SERVICES

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

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

1. **Regular “To and From” Routes.** The cost for all regular “to and from” routes, home-to-school transportation, for the days of school operation A.M. and P.M., including targeted services and extended day services, using one or more of the following unit costs.

Bus Size	Cost Per Route-Day; Multiple Run Route	Cost Per Route-Day; Single Run Route	Cost Per ½ Route-Day
83-90 Passenger Bus	NB	NB	NB
71-77 Passenger Bus	\$390.00	\$331.50	\$253.50

2. **Rates for Excess Mileage and Time – Regular “To and From” Routes (Item 1 above):**

\$ 12.47 per one-quarter (1/4) hour for time in excess of the route times, 4.5 “live” hours per day or two one-quarter (2.25) “live” hours per ½ day, whichever is greater, computed on total routes per day and not an individual bus basis per day.

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

EXHIBIT A-2: SPECIAL NEEDS and SPECIAL SERVICES

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

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

Bus and Van Size	Lift?		Cost Per Route-Day; Multiple Run Route	Cost Per Route-Day; Single Run Route	Cost Per ½ Route-Day	Cost Per Hour*
Class C or D Bus	Yes	No	\$390.00	\$331.50	\$253.50	XXXX
Class A or B Bus	Yes	No	\$331.58	\$281.88	\$215.52	XXXX
Van or Type III	Yes	No	\$250.69	\$213.08	\$162.95	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.46**
Lift			\$20.00	\$20.00	\$10.00	XXXX

* billed in tenths of an hour increments after the first hour.

** 2 hour minimum for Bus Aides – AM, PM, or Noon.

- 2. Rates for Excess Mileage and Time – Special Education and Special Needs Services (Item 1 above):**

\$ 12.47 per one-quarter (1/4) hour for time in excess of the route times, 4.5 “live” hours per day or two one-quarter (2.25) “live” hours per ½ day, whichever is greater, computed on total routes per day and not an individual bus basis per day.

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

Bus and Van Size	Lift?		Cost Per Route-Day; Multiple Run Route***	Cost Per Route- Day; Single Run Route***	Cost Per ½ Route-Day	Cost Per Hour*
Class C or D Bus	Yes	No	\$390.00	\$331.50	\$253.50	XXXX
Class A or B Bus	Yes	No	\$331.58	\$281.88	\$215.52	XXXX
Van or Type III	Yes	No	\$250.69	\$213.08	\$162.95	XXXX
Bus Assistant/Aide			XXXX	XXXX	XXXX	\$25.46**
Lift			\$20.00	\$20.00	\$10.00	XXXX

* billed in tenths of an hour increments after the first hour.

** 2 hour minimum for Bus Aides – AM, PM, or Noon.

*** This Cost per Route-Day includes 4.5 HOURS + \$12.47/ quarter hour over 4.5 hours.

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

Bus and Van Size	Cost Per Hour*	Cost Per Day
Class C or D Bus	\$68.96	XXXX
Class A or B Bus	\$62.06	XXXX
Van or Type III	\$56.76	XXXX
Bus Assistant/Aide	\$25.46**	XXXX

* billed in tenths of an hour increments after the first hour.

** 2 hour minimum for Bus Aides – AM, PM, or Noon.

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

EXHIBIT A-3: OTHER SERVICES

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

1. **Midday, Vocational and Other Transportation Services and Shuttles.** The cost for all midday shuttle services, vocational education shuttles, ALC routes, and late activity services, not otherwise provided in the other service categories in this APPENDIX B, using one or more of the following unit costs.

Bus and Van Size	Cost Per Hour*	Cost Per Day
Class C or D Bus	\$68.96	XXXX
Class A or B Bus	\$62.06	XXXX
Multi-function School Activity Bus (MFSAB)		
Van or Type III	\$56.76	XXXX
Bus Assistant/Aide	\$25.46**	XXXX

* billed in tenths of an hour increments after the first hour.

** 2 hour minimum for Bus Aides – AM, PM, or Noon.

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

Bus and Van Size	Cost Per Hour*	Cost Per Day
Class C or D Bus	XXXX	\$312.00
Class A or B Bus	XXXX	\$265.26
Multi-function School Activity Bus (MFSAB)		
Van or Type III	XXXX	\$200.55
Bus Assistant/Aide	\$25.46**	XXXX

* billed in tenths of an hour increments after the first hour.

** 2 hour minimum for Bus Aides – AM, PM, or Noon.

3. Performance Security (Bond) Cost \$ N/A per \$1,000 of projected annual cost
(ref Sec 4.6)
4. Excess Liability Insurance Cost \$ \$1,500 per \$1,000,000 of projected annual cost
(ref Sec 4.5)
5. Digital Cameras (ref. Sec 6.13) \$ \$850.00 per unit for each additional unit

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

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

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

- 1. Charters: Extra-curricular and Athletic Trips; Activity and Field Trips.** Trip charge for extra-curricular and activity/athletic trips and field trips, along with waiting time at the destination. Costs for each service shall include all fuel costs, applicable fuel taxes, labor costs, maintenance, and repair costs.

	Cost Per Hour	Cost Per Mile	Cost Per ¼ Wait Hour	Min. Cost Per Trip	Max. Cost Per Day
a. Trips within the school district boundaries					
i. Class C/D Bus	XXX	XXX	\$15.91	\$71.08	XXX
ii. Class A/B Mini bus	XXX	XXX	\$15.91	\$63.65	XXX
iii. Multi-function School Activity Bus (MFSAB)	XXX	XXX	XXX	XXX	XXX
iv. Type III van	XXX	XXX	\$15.91	\$60.47	XXX
b. Trips outside the school district boundaries.	<i>Round trips of 60 miles or less</i>				
i. Class C/D Bus	\$57.45	XXX	\$15.91	\$71.08	XXX
ii. Class A/B Mini bus	\$57.45	XXX	\$15.91	\$63.65	XXX
iii. Multi-function School Activity Bus (MFSAB)					
iv. Type III van	\$53.00	XXX	\$15.91	\$60.47	XXX
v. Coach bus	n/a	n/a	n/a	n/a	n/a
c. Trips outside the school district boundaries.	<i>Round trips of more than 60 miles</i>				
i. Class C/D Bus	\$57.45	XXX	\$15.91	\$78.50	XXX
ii. Class A/B Mini bus	\$57.45	XXX	\$15.91	\$71.08	XXX
iii. Type III van	\$53.00	XXX	\$15.91	\$66.84	XXX
iv. Coach bus	n/a	n/a	n/a	n/a	n/a
d. Trailer	XXXX	XXXX	XXXX	\$75.00	XXXX
e. Overnight Trips outside the school district boundaries	<i>Round trips of more than 60 miles; District approvals required</i>				
i. Driver labor cost on-duty at site	XXXX	XXXX	\$10.54	XXXX	XXXX
ii. Driver overnight expenses	XXXX	XXXX	XXXX	XXXX	\$157.98
f. Non-peak Rate Discount: non-peak (9:15AM to 2:00PM after 4:00PM) trip charge discount from rates above					0 %

EXHIBIT A-5: COST QUOTES FOR STUDENT TRANSPORTATION SERVICES

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

The District, in its sole discretion, will reserve the option, consistent with applicable statutes, to extend the contract for a second year and the rate information included.

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

**The Service Provider will complete the services in this schedule for a
percentage increase over the preceding year**

% Increase 3.0% increase over 2018-19 rates

STUDENT TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of October 2018, by and between **Independent School District 624, White Bear Lake Area Schools**, Minnesota, with its District Office at 4855 Bloom Avenue, White Bear Lake, Minnesota 55110, hereinafter called "District" and **Halo Transportation LLC**, with its local office at 13533 Jay Street NW, Andover, Minnesota 55304, hereinafter called "Contractor."

WITNESSETH

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

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

WHEREAS, pursuant to Minnesota Statute 2018, Section 123B.52, District solicited written quotations for student transportation services and, after receiving written quotations and completing negotiations, has selected Contractor to furnish student transportation services to certain District students in accordance with the terms defined herein.

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

1. TERM

The term of this AGREEMENT shall commence August 1, 2018 and shall continue through July 31, 2019 consistent with GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION SERVICES (hereinafter referred to as the "SPECIFICATION"). For purposes of this AGREEMENT, the term "Contract Year" shall mean each one-year period commencing August 1 during the term of this AGREEMENT.

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

a. Extension of Term

This AGREEMENT may be extended at the mutual written agreement of the Parties for one additional Contract Year upon such terms as identified and described in the SPECIFICATION, this AGREEMENT and the PRICE AND RATE SCHEDULE, EXHIBIT A hereto. The District will notify the Contractor by February 28, 2019 of their desire to extend the existing AGREEMENT. All terms and conditions will remain the same except for applicable compensation adjustments described in this AGREEMENT and EXHIBIT A.

2. SCOPE OF SERVICES REQUIRED

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

- a. Nothing in this AGREEMENT shall limit District's rights or responsibilities or prohibit District from exercising such rights and responsibilities outlined in the SPECIFICATION or state law relative to student transportation services.

3. COMPENSATION AND BILLING

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

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

4. FUEL PRICE ADJUSTMENT PROVISION

The Parties hereby agree to a fuel price adjustment as provided in the SPECIFICATION SECTION 3.4., wherein this AGREEMENT does not include a provision for a fuel price adjustment provision. The Contractor will be responsible for the purchase of fuel required to serve the service requirements of this AGREEMENT.

5. REQUIRED SERVICES, EQUIPMENT AND PERSONNEL

- a. Equipment. ARTICLE 6 of the SPECIFICATION

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

- b. Services. ARTICLE 6 of the SPECIFICATION

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

- i. Insurance Coverage; SECTION 6.8. Contractor must provide the above referenced insurance with the following minimum limits:

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

- c. Personnel. ARTICLE 7 of the SPECIFICATION

Contractor agrees to comply with the provisions of this ARTICLE 9, including employing at a minimum personnel for the full-time positions to fulfill the responsibilities required by SECTION 7.1. and 7.1.1. of the SPECIFICATION, including:

- i. Contract Manager/Supervisor
- ii. Assistant Manager, which may be combined with responsibilities SECTION 7.1.1.b. of the SPECIFICATION.

6. ANNUAL SERVICE PLAN

SECTION 6.1: Service Provider Annual Service Plan

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

- a. route or routes including bus route numbering, route maps, and route times.
- b. list of drivers, both primary and substitutes, and the assigned routes and buses for the primary drivers
- c. list of students assigned to each bus and route, together with grade levels
- d. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, and mileage.
- e. staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- f. compliance with SECTIONS 6 and 7 of this SPECIFICATION.

- g. compliance with District performance criteria as outlined in SECTION 8 of this AGREEMENT and SECTION 3.2 of the SPECIFICATION.
- h. insurance information required as specified in SECTION 7.3 of this SPECIFICATION.
- i. operating policies and procedures of the Contractor related to their fulfilling the terms of the AGREEMENT.
- j. provision of services to students living within the areas not eligible for regular bus services as outlined in SECTION 3.4 of this SPECIFICATION.

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

7. PERFORMANCE SECURITY

At this time, the District waives and will not implement SECTION 4.5. of the SPECIFICATION during the term of this AGREEMENT. The District reserves the right, at its sole discretion, to cancel or modify this waiver should conditions occur that the District determines requires surety in the form of contract security or other for the performance of this AGREEMENT. The District reserves the right, at its sole discretion and Contractor cost liability, at any time during the initial term or extension of this AGREEMENT, to require Contractor to provide performance security in the form of a bond or irrevocable letter of credit equal to 100% of the estimated annual services then remaining to be performed under this AGREEMENT.

8. LIQUIDATED DAMAGES FOR NON-COMPLIANCE

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

- a. One-half (1/2) the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
 - i. Running a route without the required equipment as required by this AGREEMENT.
 - ii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to bad weather, or an Act of God, and without notification of the District within the ten (10) minutes.
 - iii. Running a route more than ten (10) minutes different from the route and criteria included in the SPECIFICATION, unless due to uncontrollable vehicle breakdown without a replacement bus/vehicle with thirty (30) minutes as provided in SECTION 6.7 of the SPECIFICATION and without notification of the District within the ten (10) minutes.
 - iv. Transporting persons other than those assigned, without the prior approval of the District.
 - v. Failure to have a driver fully prepared to complete the assigned bus services prior to the school year or commencing a trip.
- b. The normal daily rate per route or unit of service will be imposed on the Contractor for any of the following:
 - i. Failure to correct within three (3) calendar days a problem or complete an agreed change in a route, service or schedule.
 - ii. Running a route without an aide, if an aide is required by the District.
 - iii. Conduct of a Contractor's employee, including disrespectful behavior toward parents and District administrators and staff that is not fully satisfactory to the District after being put on notice on three (3) prior occasions during each school year.
 - iv. Failure of the Contractor to satisfy the Performance Standards in the SPECIFICATION after being put on notice on three (3) prior occasions during each school year.
- c. Twice the normal daily rate per route or unit of service will be imposed on the Contractor for any of the following :
 - i. Allowing a driver to drive a route without the appropriate driver's license.
 - ii. Allowing a driver to provide any bus services after the driver has been suspended for non-compliance of federal, state or District rules, regulations, laws or procedures.

- iii. Failure to provide a bus for a route or bus service due to lack of drivers or equipment.
- iv. Running a route with a vehicle that does not have a current inspection sticker.

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

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

The provisions of this Section shall not replace the provision for performance security as outlined in SECTION 4.5 of the SPECIFICATION and SECTION 7 of this AGREEMENT.

10. OTHER PROVISIONS

Contractor agrees to comply with the following:

a. Governing Law

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

b. Data Privacy

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

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

c. Student Records/Confidentiality

Pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") and its regulations 34 CFR §99.31, et. Seq., the District is permitted to disclose, without the prior consent of a student's parent (or an eligible student over 18 years of age), personally identifiable information from education records to 1) a party to whom the District has outsourced institutional services or functions it would normally be required to perform with District employees and 2) a party whose employees, acting in the course of their employment and performance of services pursuant to a contracted AGREEMENT with the District are deemed to have a legitimate educational interest or need to access student educational records.

The District has outsourced its school transportation obligations to Contractor and has determined that Contractor is an entity with a legitimate educational interest or need to access certain educational records related to student transportation needs. Accordingly, the District shall determine, consistent with state and federal law, what educational data to share with Contractor to enable Contractor to fulfill its obligations under this Agreement. Such educational data will be used by Contractor for routing purposes only and for no other reason. District information acquired as a result of these services is confidential and shall not be disclosed unless required by law. The only person at Contractor to have direct access to this confidential information will be identified and communicated by the District.

In the event that any disclosure of any documentation/information acquired by Contractor under this AGREEMENT is required by law, Contractor will notify the District of such obligation prior to such disclosure. Notwithstanding the above, Contractor shall be in full compliance with all non-disclosure and other requirements of FERPA and its regulations as well as laws of the State of Minnesota regarding educational records. Further, any documentation or information obtained pursuant to this AGREEMENT will only be used for the limited purpose in which it was disclosed

and will be destroyed or returned to the District, at the sole discretion of the District, upon termination of this AGREEMENT.

d. Force Majeure

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

Under the latter circumstance above, District shall pay the Contractor for the use of such buses used by the District consistent with the rates and provisions in this AGREEMENT that applied to the Contractor and the District minus all expenses and costs incurred by the District as reasonably necessary to secure the services of drivers and other hourly employees to provide the services. The District deduction of reasonable expenses and costs shall not exceed the difference between the total compensation paid the Contractor for such buses less the Contractor's fixed costs of operation for this AGREEMENT. If the District agrees to use and operate the Contractor's buses, the District will provide the Contractor with a lease agreement, along with insurance and compliance matters, consistent with that required of the Contractor under this AGREEMENT.

e. Indemnity

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

f. Assignment

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

g. Subcontract

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

h. Termination

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

i. Severability

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

j. Modification

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

k. Survival

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

l. District Crisis Management Policy

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

m. Notices To Parties

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

Notices to District shall be addressed to:

Tim Wald
Assistant Superintendent for Finance and Operations
White Bear Lake Area Public Schools
4855 Bloom Avenue
White Bear Lake, MN 55110

Notices to Contractor shall be addressed to:

Mike Severson
Halo Transportation LLC
13533 Jay Street NW
Andover, MN 55304

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

n. Entire Agreement

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

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT this 8th day of October, 2018.

White Bear Lake Area Schools

By: _____
Don Mullin
Chair, School Board

By: _____
Ellen Fahey
Clerk, School Board

Halo Transportation LLC

By:  _____
Mike Severson
Owner

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

Halo Transportation, LLC
EXHIBIT A -- PRICE AND RATE SCHEDULE

EXHIBIT A-1: COSTS FOR STUDENT TRANSPORTATION SERVICES

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

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

- Base rate for Passenger Car & 7 Passenger TYPE III vehicles is \$210.00 for the first 2 hours, LIVE time.
- Base rate for 10 Passenger TYPE III vehicles is \$225.00 for the first 2 hours, LIVE time.
- Base rate for Barrier Equipped TYPE III vehicles is \$235.00 for the first 2 hours, LIVE time.
- \$50.00 each additional hour, which will be billed at ¼ hour increments.
- AM only trips are billed at 50% of base rate; PM only at 60% base rate, if live time is less than the 2 hour minimum.
- The bus aide rate is: \$25.00 per hour with a 2 hour minimum.
- Camera: add a camera to any vehicle at a rate of \$3.00/route /day.

EXHIBIT A-2: COSTS FOR STUDENT TRANSPORTATION SERVICES

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

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

The Service Provider will complete the services in this schedule for a
percentage increase over the preceding year tbd % increase over 2018-19

Independent School District 624, White Bear Lake, Minnesota
STUDENT TRANSPORTATION SERVICES
EXHIBIT B – GENERAL SPECIFICATION FOR STUDENT TRANSPORTATION
SERVICES

AGENDA ITEM: **Policy 102, Equal Educational Opportunity**
MEETING DATE: **October 8, 2018**
SUGGESTED DISPOSITION: **Operational 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, had a first reading in September, and is recommended for action.

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 approve School Board Policy 102, Equal Educational Opportunity, as recommended by the School Board Policy Committee and Cabinet.

Adopted: November 13, 1995
Revised: December 10, 2001
Revised: April 11, 2016
Revised: July 11, 2016

White Bear Lake Area School Board Policy #102

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: **October 8, 2018**
SUGGESTED DISPOSITION: **Operational 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, had a first reading in September, and is being recommended for action.

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 approve School Board Policy 205, Open Meetings and Closed Meetings, as recommended by the School Board Policy Committee and Cabinet.

Adopted: November 13, 1995

Revised: August 25, 2003

Revised: May 9, 2005

Revised: December 14, 2009

White Bear Lake Area School Board Policy 205

Revised: November 8, 2010

Revised: December 10, 2012

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

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Operational 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, had a first reading in September, and is being recommended for action with the recommended changes from the Minnesota School Boards Association and Cabinet.

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

Adopted: August 26, 1996

Revised: August 18, 1997

Revised: September 9, 2002

Revised: January 10, 2005

Revised: March 9, 2009

Revised: March 28, 2010

White Bear Lake Area

School Board Policy 506

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 know~~ing~~ and obey~~ing~~ 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's 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 (6) weeks, whichever is greater.
- b. If after the third or subsequent violations, the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.

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

5. Denial Disqualification: A student shall be disqualified from all interscholastic activities for nine (9) additional weeks beyond the student's

original period of ineligibility when the student denies violation of the rule, is allowed to participate, and then is subsequently found guilty of the violation.

J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior

1. School staff will contact parents/guardians to make them aware of on-going concern(s) with their students. Staff will relay the school or classroom expectation and possible outcomes if the behavior continues. Parents/guardians will be encouraged to discuss situation with their child and work with school personnel to address behavior proactively. A meeting with parents/guardians and school personnel to review the area of concern may occur.
2. On-going, inappropriate behavior will be documented on the building referral form. Behavior and consequence will be described and parent(s)/guardian(s) will be contacted by school personnel.

K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems

1. During the enrollment process, schools will gather as much information from parents/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.
2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.
3. School administration will have a plan for reviewing attendance records on a regular basis and then act on attendance concerns in accordance with the appropriate county truancy program.
4. Schools should have a formal structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.
5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior, and social/emotional concerns.
6. Schools may have staff assigned to intervene and support students early on as behavior concerns are surfacing.
7. Schools will work with district office chemical health support staff to assess student behavior and determine whether or not chemical issues are present.
8. Passive Breath Alcohol Sensor Devices may be used to screen 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 (6th) consecutive day of suspension or the tenth (10th) 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: **Policy 612.1, Development of Parent and Family Engagement Policies for Title I Programs**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Operational 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, had a first reading in September and is being recommended for action with the recommended changes.

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 approve School Board Policy 612.1, Development of Parent and Family Engagement Policies for Title I Programs, as recommended by the School Board Policy Committee and Cabinet.

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 School Board 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, 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 ~~involvement~~ 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: **Policy 616, School District System Accountability**

MEETING DATE: **October 8, 2018**

SUGGESTED DISPOSITION: **Operational 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, had a first reading in September and is recommended for action.

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:

School Board approve to eliminate Policy 616, School District System Accountability, as recommended by the administration.

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)