

**INDEPENDENT SCHOOL
DISTRICT #624**



**SCHOOL BOARD
MEETING PACKET**

March 5, 2018

MISSION STATEMENT

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

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

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

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

To: Members of the School Board

From: Wayne A. Kazmierczak
Superintendent of Schools

Date: March 1, 2018

A student recognition will be held on Monday, March 5, 2017 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, March 5, 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 for Public Forum.

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

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

C. INFORMATION ITEMS

1. Glasrud Fellowship Grants
2. Superintendent's Report

D. DISCUSSION ITEMS

1. First Reading of School Board Policies:
 - a. Policy 410, Family & Medical Leave Policy
 - b. Policy 805, Waste Reduction & Recycling
 - c. Policy 806, Crisis Management Policy

E. OPERATIONAL ITEMS

1. Action on Awarding the Sale of Facilities Maintenance Bonds
2. Action on Proposed Calendar for 2018-19
3. Action on Achievement Integration Budget
4. Action on Proposed Contract with SEIU Local 284 White Bear Lake Extended Day
5. Action on School Board Policies:
 - a. Policy 413, Harassment and Violence
 - b. Policy 425, Staff Development
 - c. Policy 524, Electronic Technologies Acceptable Use Policy
 - d. Policy 708, Transportation of Nonpublic School Students
 - e. Policy 711, Video Recording on School Buses

F. BOARD FORUM

G. ADJOURNMENT

A. PROCEDURAL ITEMS

AGENDA ITEM: **Consent Agenda**
MEETING DATE: **March 5, 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

RECOMMENDATION:

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

AGENDA ITEM: **School Board Minutes**
MEETING DATE: **March 5, 2018**
SUGGESTED DISPOSITION: **Action Item**
CONTACT PERSON(S): **Ellen Fahey, School Board Clerk**

BACKGROUND:

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

RECOMMENDATION: Approve minutes.

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

A meeting of the White Bear Lake Area School Board was held on **Monday, February 12, 2018** at 7:00 p.m. in Community Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN 55110.

A. PROCEDURAL ITEMS

1. Chair Mullin called the meeting to order at 7:00 p.m.
2. Roll Call – Present: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed,
Ex-Officio: Kazmierczak
Cabinet: Cooper, Daniels, Garrison, Maurer, Paul, Vette,
Student School Board Representative: Rensted
3. Pledge of Allegiance
4. Wilson motioned and Newmaster seconded to approve the agenda as presented. *Voice vote: all ayes. Motion carried.*
5. Beloyed motioned and Fahey seconded to approve the consent agenda consisting of:
 - Approval of minutes of regular meeting of January 9 and special meeting of January 29;
 - 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;
 - Approve field trips; and
 - Passage of resolution to approve personnel issues to include:
 - **Resignation/Termination – Classified**
 - Lynn Amon – Outreach Worker, Senior Center
Employed by District 624 since 07/18/2005
Effective Date: 02/28/2018
 - Julie Blom – Regular Part Time Cook, WBLAHS – North Campus
Employed by District 624 since 09/01/2005
Effective Date: 02/16/2018
 - Larry Hanson – Part Time Cook, Sunrise Middle School
Employed by District 624 since 12/14/2017
Effective Date: 12/31/2018
 - Chia Yang – Instructional Assistant, Matoska Elementary
Employed by District 624 since 12/19/2016
Effective Date: 02/02/2018
 - **Resignation/Termination – Certified Staff**
 - Scott Kolman-Keen – Orchestra Teacher, Willow Elementary
Employed by District 624 since 08/24/2006
Effective Date: 06/30/2018
 - Katherine Moore – School Psychologist, Willow Elementary
Employed by District 624 since 08/24/2006
Effective Date: 06/08/2018
 - **Retirement – Certified**
 - Charlene Cady – Special Education Teacher, Central Middle School
Employed by District 624 since 08/23/1984
Effective Date: 02/01/2018
 - Celeste Ruebl – Speech-Language Pathologist, Lakeaires Elementary
Employed by District 624 since 08/27/1990
Effective Date: 06/08/2018

➤ **Retirement – Professional**

Kathleen Daniels – Director of Student Support Services, District Center
Employed by District 624 since 01/13/1992
Effective Date: 06/29/2018

Brian Leonard – Associate Principal, WBLAHS – South Campus
Employed by District 624 since 08/21/1986
Effective Date: 06/29/2018

➤ **Full Time Leave Request – Certified Staff**

Anne Kronebusch – Grade 4 Teacher, Oneka Elementary
Employed by District 624 since 08/26/2010
Effective Date: 2018-2019 School Year

➤ **Part Time Leave Request – Certified Staff**

Traci Bowermaster – Special Education Teacher, Area Learning Center
Position .7 (Leave .3)
Effective Date: 2018-2019 School Year

Courtney Johnson – .3 Intervention Teacher, Otter Lake Elementary
Employed by District 624 since 08/22/2012
Effective Date: 11/17/2017 through 02/26/2018

Amy Oian – School Social Worker, TEC
Position .5 (Leave .3)
Effective Date: 2018-2019 School Year

➤ **Change In Assignment – Classified Staff**

Tara Pankratz – From Program Assist. Leader, Willow Elementary
To Instructional Assistant, Lakeaires
\$17.58 per hr., 4.5 hrs. per day, 98 days
Effective Date: 01/10/2018

➤ **Extra Assignment – Certified Staff**

Joanna Trudgeon – .2 Mathematics Teacher, WBLAHS – North Campus
MA+60, Step 12, \$7,436.44
Effective Date: 01/29/2018 through 06/08/2018

➤ **New Personnel – Classified Staff**

Ka Bao Jennrich – Instructional Assistant, Vadnais Elementary
\$17.58/hr., 3.0 hrs. per day/ 92 days, \$4,852.08
Effective Date: 01/18/2018

Valentine Johnson – Assistant Head Custodial Engineer, WBLAHS – South
Campus
\$21.18/hr. + .25 SD, 8.0 hrs. per day/100 days, \$17,143.99
Effective Date: 02/12/2018

Mary Jane Link – Pupil Support Assistant, Birch Lake Elementary
\$18.00/hr., 6.5 hrs. per day/ 100 days, \$11,700.00
Effective Date: 01/08/2018

➤ **New Personnel – Classified Staff**

April Livers – Administrative Assistant Student Support Services, District Center
\$17.99/hr., 8.0 hrs. per day/ 105 days, \$15,111.60
Effective Date: 02/05/2018

Aaron Turner – Campus Security, WBLAHS – South Campus
\$16.00/hr., 5.5 hrs. per day/ 87 days, \$7,656.00
Effective Date: 01/29/2018

- **New Personnel – Certified Staff**
Andrea Ruane – .8 FTE Elective Teacher, Area Learning Center
 MA, Step 2, \$38,747.20
 Effective Date: 2017-2018 School Year
- **LONG TERM SUBSTITUTE - CERTIFIED STAFF**
Mikayla Hensch – .8 FTE Language Arts Teacher, WBLAHS – South Campus
 BA, Step 1, \$5,620.65
 Effective Date: 01/29/2018 through 03/09/2018
*Roll call vote: ayes: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson,
 Beloyed; nays, none. Motion carried.*

B. PUBLIC FORUM - There were no speakers.

C. INFORMATION ITEMS

1. Superintendent’s Report- High School Honor, All State and Conference Band, Orchestra and Choir students were honored before the meeting. The Strategic Planning Team will discuss the work of the eight Action Teams and make final recommendations to be presented at the March work study meeting and final action will occur at the April regular board meeting. February recognitions include: Black History Month, National School Counselling Week, National PTA Founders Day, MN School Board Recognition Week. Willow Lane 5th graders are taking over Donatelli’s during the lunch hour each Tuesday in February. Spring theatre elementary, middle school, and high school production schedule is on the district website www.isd624.org Middle school students Meg Elliott, Lena Viker, Marta McKane, and Michael Kimlinger received Patriot’s Pen awards and Meg Elliott was present to read her essay. In MN this year 19 teachers earned National Board Certification and four are from the WBLAS district. Congratulations to Steve Bates, Rita Leonard, Keith Steadland, and Deb Thibault. Student report - North Campus student Baylee Hamilton hosted a blood drive as a service project. The Drumline played at Super Bowl live events. The Student Council Annual Winter Dance was held on Feb. 3rd at the Armory. Night of Jazz is Feb. 17th at South Campus. Feb. 27th a group of South Campus students will participate in the Fusion Advancing Sciences Event at Target Center and was one of 15 schools selected to present at the evening event. Alpine and Nordic Ski team members will participate in state meets. Go Bears!

D. DISCUSSION ITEMS

1. American Indian Resolution of Concurrence - Chairperson of the American Indian Parent Advisory Committee Andrew Adams, III presented information on the concurrence resolution in accordance with MN Statute, Section 124D.78.
2. Proposed School Year Calendar for 2018-19 - Assistant Superintendent Sara Paul and Director of Human Resources Mitch Cooper presented the 2018-19 calendar and the preliminary 2019-20 calendar. The 2018-19 calendar will be on the March 5, 2018 meeting for approval. The calendars are available on the website.
3. First Reading of School Board Policies:
 - a. Policy 413, Harassment and Violence
 - b. Policy 425, Staff Development
 - c. Policy 524, Electronic Technologies Acceptable Use Policy
 - d. Policy 708, Transportation of Nonpublic School Students
 - e. Policy 711, Video Recording on School Buses
 Policies will be placed on the March 5 meeting agenda for action.

E. OPERATIONAL ITEMS

1. Wilson moved and Chapman seconded to approve the 2018 American Indian Resolution of Concurrence. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed, All ayes, nays none. Motion carried.**
2. Chapman moved and Newmaster seconded to approve the 10-Year Long Term Facilities Maintenance Plan as presented. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed, All ayes, nays none. Motion carried.**
3. Wilson moved and Ellison seconded to approve the resolution stating the intention of the School Board to issue general obligation bonds to finance projects included in the District's approved ten-year facility plan; covenanting and obligating the District to be bound by and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee the payment of the principal and interest on the bonds as presented. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed, All ayes, nays none. Motion carried.**
4. Newmaster moved and Chapman seconded to approve the resolution establishing procedures for reimbursement of certain expenditures from proceeds of future bond issues or other borrowings as presented. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed, All ayes, nays none. Motion carried.**
5. Wilson moved and Beloyed seconded to approve the award the base bid package for re-roofing at Central Middle School for the contract amount of \$234,000 to Peterson Bros. Roofing. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed, All ayes, nays none. Motion carried.**
6. Wilson moved and Newmaster seconded to approve the agreement with School Service Employees SEIU Local 284 Paraprofessionals. **RESOLUTION: WHEREAS**, the parties have reached a tentative agreement on the 2017-19 Contract; **WHEREAS**, the School Service Employees SEIU Local 284 Paraprofessionals have ratified the Contract; **THEN BE IT HEREBY RESOLVED** that the School Board of Independent School District 624 approves the 2017-2019 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed, All ayes, nays none. Motion carried.**
7. Ellison moved and Fahey seconded to approve the agreement with School Service Employees SEIU Local 284 Secretarial and Clerical. **RESOLUTION: WHEREAS**, the parties have reached a tentative agreement on the 2017-19 Contract; **WHEREAS**, the School Service Employees SEIU Local 284 Secretarial and Clerical have ratified the Contract; **THEN BE IT HEREBY RESOLVED** that the School Board of Independent School District 624 approves the 2017-2019 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson ayes. Abstain: Beloyed, nays none. Motion carried.**
8. Newmaster moved and Beloyed seconded to approve the agreement with Principals' Association. **RESOLUTION: WHEREAS**, the parties have reached a tentative agreement on the 2017-19 Contract; **WHEREAS**, the Principals' Association has ratified the Contract;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2017-2019 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed, All ayes, nays none. Motion carried.**

9. Ellison moved and Fahey seconded to approve the agreement with Administrators' Association. **RESOLUTION: WHEREAS**, the parties have reached a tentative agreement on the 2017-18 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 2017-2018 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board. **Roll call vote: Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson, Beloyed, All ayes, nays none. Motion carried.**

10. Wilson moved and Chapman seconded to approve the School Board Policies:

- a. Policy 405, Veterans Preference
- b. Policy 610, Field Trips

Voice vote: all ayes; nays none. Motion carried.

F. BOARD FORUM - Wilson thanked Director of Student Support Services Kathleen Daniels for her service and wished her well on her retirement. Newmaster reported that ECFE will hold a Pasta Dinner on Feb. 23 and it is I Love To Read month. Fahey thanked Trish and Steve of Donatelli's and their staff for working with the Willow Lane 5th graders. A community conversation will be held at Boatworks Commons on Feb 28 at 6:30pm on the book A Good Time For The Truth Race In Minnesota. Ellison reported that of the 167 MN Teacher of the Year candidates two are from WBLAS district. Congratulations to Angela Bianco and Nick Marty.

G. ADJOURNMENT - Wilson moved and Mullin seconded to adjourn at 8:21 p.m. **Voice vote: all ayes; nays none. Motion carried.**

Submitted by: Ellen Fahey, clerk

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

A work study session of the White Bear Lake Area School Board was held on **Monday, February 26, 2018** at 5:30 p.m. in Community Room 112 at the District Center, 4855 Bloom Avenue, White Bear Lake, MN.

A. PROCEDURAL ITEMS

1. Call to order - Mullin called the meeting to order at 5:30 p.m.
Roll Call - Present: Beloyed (5:33 p.m.), Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson
Student Representative: Absent
Ex-officio: Kazmierczak
Cabinet: Cooper, Daniels, Garrison, Maurer, Paul, Vette, Wald

B. DISCUSSION ITEMS

1. International Baccalaureate (IB) Program Review
 - a. Center for Applied Research and Educational Improvement (CAREI) Presentation of IB Review - Assistant Superintendent of Teaching and Learning Sara Paul introduced Dr. Debra Ingram who presented research results of the Stage 2 IB Program Evaluation on teacher, student, parent and administrator perceptions and answered questions. The report is available on the district website.
 - b. Overview of IB Program Costs - Assistant Superintendent of Finance and Operations Tim Wald presented a financial report on District IB expenditures from 2013 to February 2018. The document is available on the district website.

2. White Bear Lake Sports Center - Assistant Superintendent of Finance and Operations Tim Wald, Activities Director Brian Peloquin, and Head Girls Hockey Coach Jerry Kwapick presented information on an opportunity to move the girls' program to the soon to be renovated White Bear Sports Center for the 2018-19 school year. The presentation is available on the district website.

Wilson moved and Chapman seconded to go into closed session at 7:00 p.m..
Voice vote: all ayes. Motion carried.

3. Negotiation Study Session - This portion of the meeting may be closed to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota Statutes 179.A.01 to 179.A.25.

Chair Mullin reconvened the meeting at 7:08 p.m.

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

Administrators present: Superintendent Kazmierczak, Cooper, Wald

- C. ADJOURNMENT** - Wilson moved and Newmaster seconded to adjourn at 7:17 p.m.
Voice vote: all ayes. Motion carried.

Submitted by: Ellen Fahey, Clerk

AGENDA ITEM: **Monthly Check Registers**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Action Item**

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

BACKGROUND:

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

RECOMMENDATION:

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

White Bear Lake Area Schools Electronic Transfers - February

		<u>2/15/2018</u>	<u>2/20/2018</u>	<u>2/28/2018</u>
Direct Deposit	508309-509806	1,828,958.91		
Direct Deposit	509807-509890		12,326.83	
Direct Deposit	509891-511402			1,993,784.18

Check Nbr	Vendor Name	Check Date	Check Amount
91052	AARP DRIVER SAFETY PROGRAM	02/01/2018	295.00
91053	AARP DRIVER SAFETY PROGRAM	02/01/2018	420.00
91054	ABJ EDUC CONSULTING	02/01/2018	1,500.00
91055	ACOUSTICS ASSOCIATES	02/01/2018	20,755.00
91056	ACP DIRECT	02/01/2018	387.95
91057	AFFINITY HEARING LLC	02/01/2018	210.00
91058	ALBERS, BRAD J	02/01/2018	149.00
91059	ALBRECHT, GARY	02/01/2018	68.00
91060	ALL AROUND FUN	02/01/2018	467.50
91061	ALLSTREAM	02/01/2018	3,724.28
91062	AMAZON	02/01/2018	762.34
91063	AMAZON	02/01/2018	520.00
91064	AMAZON	02/01/2018	435.37
91065	AMAZON	02/01/2018	2,311.54
91066	AMAZON	02/01/2018	702.87
91067	AMAZON	02/01/2018	41.26
91068	AMAZON	02/01/2018	187.88
91069	AMAZON	02/01/2018	107.32
91070	AMAZON	02/01/2018	43.92
91071	AMAZON	02/01/2018	149.80
91072	AMAZON	02/01/2018	118.87
91073	AMAZON	02/01/2018	220.66
91074	AMAZON	02/01/2018	321.06
91075	AMAZON	02/01/2018	2,579.23
91076	AMAZON	02/01/2018	2,302.55
91077	AMAZON	02/01/2018	365.57
91078	AMAZON	02/01/2018	717.57
91079	ANDERSON, JULIE C	02/01/2018	100.00
91080	ARCADE ASPHALT CO	02/01/2018	19,935.00
91081	ARCH LANGUAGE NETWORK	02/01/2018	1,450.00
91082	ARRIOLA, MARK W	02/01/2018	84.00
91083	ATC GROUP SERVICES LLC	02/01/2018	4,079.58
91084	BARNETT WB CHRYSLER JEEP DODGE	02/01/2018	71.16
91085	BENCHMARK BEHAVIORAL HEALTH SY	02/01/2018	1,050.00
91086	BEST BUY BUSINESS ADVANTAGE AC	02/01/2018	110.74
91087	BISSONETTE, ROBERT	02/01/2018	76.00
91088	BITTNER, MARK	02/01/2018	76.00
91089	BLICK ART MATERIALS	02/01/2018	124.31
91090	BLUE BELL ENTERPRISES INC	02/01/2018	7,007.25
91091	BOLAND, JEROME T	02/01/2018	76.00
91092	BREAKOUT INC	02/01/2018	300.00
91093	BROWN, RAYMOND	02/01/2018	132.00
91094	BSN SPORTS	02/01/2018	1,146.74
91095	THE CAMBRIAN GROUP	02/01/2018	1,293.51
91096	CAPTURE VIDEO	02/01/2018	250.00
91097	CARTER, KENNETH	02/01/2018	116.00
91098	CAVENDISH SQUARE	02/01/2018	711.72
91099	CDW GOVERNMENT INC	02/01/2018	304.33
91100	CENGAGE LEARNING	02/01/2018	2,025.00
91101	CHAPMAN, RONALD J	02/01/2018	58.00

Check Nbr	Vendor Name	Check Date	Check Amount
91102	THE CHILDREN'S THEATRE COMPANY	02/01/2018	504.00
91103	CHISAGO LAKES COMM EDUC	02/01/2018	30.00
91104	COBORNS DELIVERS	02/01/2018	22.62
91105	CONNEY SAFETY	02/01/2018	381.78
91106	CONTINENTAL RESEARCH CORP	02/01/2018	525.28
91107	COOGAN-BURKE, MARY	02/01/2018	90.00
91108	COURTNEY, MARK	02/01/2018	116.00
91109	CRYTEEL TRUCK EQUIPMENT	02/01/2018	3.87
91110	CUB FOODS OF WHITE BEAR TWSHP	02/01/2018	1,306.34
91111	CULLIGAN BOTTLED WATER	02/01/2018	35.95
91112	CUSTOM INK LLC	02/01/2018	845.00
91113	DECKER INC	02/01/2018	207.30
91114	DEISTING, RANDY	02/01/2018	58.00
91115	DELTA EDUCATION	02/01/2018	109.67
91116	DESIGNER SIGN SYSTEMS INC	02/01/2018	71.40
91117	DEY DISTRIBUTING	02/01/2018	11.32
91118	DISTRICT 477	02/01/2018	270.00
91119	DOMINOS PIZZA	02/01/2018	58.49
91120	DRAPER, MARK	02/01/2018	82.00
91121	DREAMBOX LEARNING	02/01/2018	600.00
91122	DEFINITIVE TECHNOLOGY SOLUTION	02/01/2018	483.24
91123	DEFINITIVE TECHNOLOGY SOLUTION	02/01/2018	11,856.00
91124	EARL F ANDERSEN INC	02/01/2018	333.15
91125	EASTERN CARVER COUNTY ARCHERY	02/01/2018	270.00
91126	EHLERS	02/01/2018	1,750.00
91127	ENABLING DEVICES	02/01/2018	123.95
91128	ENVIROBATE	02/01/2018	1,515.00
91129	ESSENTRA SPEC TAPES	02/01/2018	35.82
91130	F&N OPERATIONS LLC	02/01/2018	1,157.49
91131	FARE TABLE	02/01/2018	4,350.00
91132	FARIBAULT FALCON ARCHERS	02/01/2018	40.00
91133	FASTENAL COMPANY	02/01/2018	142.09
91134	FERRAND, JENNIFER A	02/01/2018	5,170.00
91135	FERRERI, LOUIS	02/01/2018	25.00
91136	FESTIVAL FOODS-KNOWLAN'S	02/01/2018	761.87
91137	FINNEGAN, BILL	02/01/2018	149.00
91138	FIRST STUDENT INC	02/01/2018	17,102.75
91139	FITNESS FINDERS INC	02/01/2018	251.78
91140	FLICEK WELDING LLC	02/01/2018	32,180.00
91141	FLOCABULARY	02/01/2018	1,200.00
91142	FOX, ERIC	02/01/2018	130.00
91143	FAIRVIEW SPORTS & ORTHOPEDIC C	02/01/2018	500.00
91144	FUN EXPRESS LLC	02/01/2018	444.06
91145	GALLAGHERS NORTHWESTERN TIRE C	02/01/2018	344.80
91146	GENERAL PARTS LLC	02/01/2018	1,534.13
91147	GEPHART TRUCKING	02/01/2018	7,285.00
91148	GESKE, KATRINA J	02/01/2018	18.53
91149	GIANTS RIDGE GOLF & SKI RESORT	02/01/2018	616.00
91150	GMS INDUSTRIAL SUPPLIES INC	02/01/2018	72.90
91151	GOPHER	02/01/2018	923.01

Check Nbr	Vendor Name	Check Date	Check Amount
91152	GRAND SLAM SPORTS @ COON RAPID	02/01/2018	100.00
91153	GRANDMA'S BAKERY INC	02/01/2018	51.84
91154	GREAT GARAGE DOOR CO	02/01/2018	790.00
91155	GREAT LAKES COCA COLA DIST LLC	02/01/2018	2,352.39
91156	GREATER TWIN CITIES UNITED WAY	02/01/2018	202.20
91157	HD SUPPLY WATERWORKS LTD	02/01/2018	499.90
91158	HEALTHPARTNERS	02/01/2018	167,891.84
91159	HEALTHPARTNERS MEDICAL GROUP	02/01/2018	750.00
91160	HEART 2 HEART CPR LLC	02/01/2018	900.00
91161	HEINEMANN	02/01/2018	4,032.12
91162	HERC-U-LIFT	02/01/2018	210.60
91163	HOANG, CONG	02/01/2018	100.00
91164	HOFFMAN, RICHARD A	02/01/2018	59.00
91165	HOME DEPOT CREDIT SERVICES	02/01/2018	49.97
91166	HOUGHTON MIFFLIN HARCOURT	02/01/2018	106.00
91167	HUERTH, MICHAEL	02/01/2018	461.60
91168	HUGHES, DEANNA	02/01/2018	290.00
91169	HUGO CITY OF	02/01/2018	1,933.58
91170	INGRAM, BRIAN	02/01/2018	298.00
91171	INTERMEDIATE DISTRICT 287	02/01/2018	219.52
91172	ISD #622 NO ST PAUL/MAPLEWOOD	02/01/2018	3,938.19
91173	ISD #938 MAWSECO	02/01/2018	138.24
91174	IUOE LOCAL 70	02/01/2018	2,301.42
91175	JAYTECH INC	02/01/2018	1,343.40
91176	JIMMY JOHNS #869	02/01/2018	94.19
91177	JOBSINMINNEAPOLIS.COM	02/01/2018	10,200.00
91178	JOHNSON CONTROLS INC	02/01/2018	2,144.50
91179	JONES, ALPHONSO	02/01/2018	116.00
91180	JW PEPPER & SON INC	02/01/2018	138.24
91181	KAEHLER, MICHAEL	02/01/2018	130.00
91182	KATH FUEL OIL SERVICE CO	02/01/2018	272.00
91183	KEYSTONE INTERPRETING SOLUTION	02/01/2018	268.00
91184	KIMBALL MIDWEST	02/01/2018	89.40
91185	KLEIN, JOHN	02/01/2018	84.00
91186	KOPETKA, FRANK	02/01/2018	76.00
91187	KUBASCH, CHAD ALLEN	02/01/2018	326.00
91188	KUBES, TOM	02/01/2018	84.00
91189	KVITRUD, DANIEL J	02/01/2018	82.00
91190	LAKE AREA TRAVEL	02/01/2018	26,022.50
91191	LAKESHORE LEARNING MATERIALS	02/01/2018	712.05
91192	LAKEVIEW ELECTRICAL SERVICES	02/01/2018	425.00
91193	LANGUAGE LINE SERVICES	02/01/2018	58.94
91194	LEARNING A-Z	02/01/2018	791.64
91195	LIBERTY CLASSICAL ACADEMY	02/01/2018	1,914.00
91196	LONGFELLOW, ROBERT WILLIAM	02/01/2018	238.98
91197	L T G POWER EQUIPMENT	02/01/2018	47.28
91198	MACKIN EDUCATIONAL RESOURCES	02/01/2018	430.80
91199	MN ASSOC FOR CHILDREN'S MENTAL	02/01/2018	340.00
91200	MACPHAIL CENTER FOR MUSIC	02/01/2018	14,692.50
91201	Vendor Continued Check	02/01/2018	0.00

Check Nbr	Vendor Name	Check Date	Check Amount
91202	Vendor Continued Check	02/01/2018	0.00
91203	Vendor Continued Check	02/01/2018	0.00
91204	MADISON NATIONAL LIFE	02/01/2018	37,877.83
91205	MAILFINANCE INC	02/01/2018	449.61
91206	MARTIN, DUSTIN	02/01/2018	84.00
91207	MN ASSOC OF SCH BUSINESS OFFIC	02/01/2018	110.00
91208	MCDONOUGH'S WATERJETTING AND	02/01/2018	626.75
91209	MCNIFF, TIMOTHY	02/01/2018	1,300.00
91210	MN COUNCIL ON THE TEACHING	02/01/2018	145.00
91211	METRO ECSU	02/01/2018	280.00
91212	METRO MEALS ON WHEELS INC	02/01/2018	133.75
91213	METRO SOUND AND LIGHTING	02/01/2018	3,120.00
91214	MIDWEST BUS PARTS INC	02/01/2018	166.40
91215	MINITEX	02/01/2018	328.00
91216	MINNETONKA COMMUNITY EDUC	02/01/2018	27.00
91217	MINVALCO INC	02/01/2018	3,123.93
91218	MN EQUIPMENT	02/01/2018	1,936.39
91219	MN JEWISH THEATRE CO	02/01/2018	300.00
91220	MN JUNIOR BASS	02/01/2018	1,550.00
91221	MINNESOTA REVENUE	02/01/2018	763.14
91222	MOORE, CYNTHIA A	02/01/2018	700.00
91223	MUSCANTO, STEPHEN	02/01/2018	59.00
91224	NATL ASSOC OF FEDERAL EDUCATIO	02/01/2018	545.00
91225	NARDINI FIRE EQUIPMENT CO INC	02/01/2018	523.92
91226	NASSEFF MECH CONTRACTORS	02/01/2018	495.00
91227	NATL COUNCIL OF TEACHERS OF MA	02/01/2018	359.78
91228	NATL MAH JONGG LEAGUE INC	02/01/2018	32.00
91229	NCS PEARSON INC	02/01/2018	271.26
91230	NEVCO INC	02/01/2018	55.87
91231	NEW PRAGUE ARCHERY CLUB	02/01/2018	40.00
91232	NEWARK ELEMENT 14	02/01/2018	28.16
91233	NEWTRAX	02/01/2018	245.80
91234	NORCENTRONIX DISTRIBUTING	02/01/2018	5,975.00
91235	NORTHBOUND CREATIVE	02/01/2018	8,111.03
91236	NORTHFIELD, MARK	02/01/2018	76.00
91237	NOVAK, JAMES	02/01/2018	59.00
91238	NOVEL ELECTRONIC DESIGNS INC	02/01/2018	529.00
91239	NYSTROM PUBLISHING CO INC	02/01/2018	15,595.48
91240	O'REILLY AUTOMOTIVE INC	02/01/2018	778.09
91241	OFFICE DEPOT	02/01/2018	99.32
91242	OK TIRE STORES	02/01/2018	2,598.94
91243	OLYMPIC COMMUNICATIONS, INC.	02/01/2018	889.00
91244	ONENECK IT SOLUTIONS LLC	02/01/2018	525.00
91245	PALOS SPORTS INC	02/01/2018	152.57
91246	PEARSON EDUCATION INC	02/01/2018	19.23
91247	PICTURE THAT!	02/01/2018	180.00
91248	PINZ	02/01/2018	200.00
91249	PITNEY BOWES INC	02/01/2018	76.25
91250	PITSCO INC	02/01/2018	93.50
91251	PLT SERVICES	02/01/2018	125.00

Check Nbr	Vendor Name	Check Date	Check Amount
91252	POSTMASTER	02/01/2018	225.00
91253	POULTON, BRIAN	02/01/2018	100.00
91254	PREMIER BIOTECH	02/01/2018	109.48
91255	PRICE, RACHEL	02/01/2018	76.00
91256	R & R SPECIALTIES INC	02/01/2018	71.00
91257	RAMSEY COUNTY	02/01/2018	4,350.00
91258	RAMSEY COUNTY COMM HUMAN SVCS	02/01/2018	15,554.00
91259	RAMSEY COUNTY PARKS/REC DEPT	02/01/2018	10,685.00
91260	RANDY SHAVER CANCER RESEARCH	02/01/2018	2,115.00
91261	RAUSCH, STURM, ISRAEL,	02/01/2018	64.60
91262	REALLY GOOD STUFF INC	02/01/2018	20.42
91263	RECREATION TODAY OF IDAHO LLC	02/01/2018	854.48
91264	REDWOOD TOXICOLOGY LABORATORY	02/01/2018	108.20
91265	REGENTS OF THE UNIV OF MN	02/01/2018	11.94
91266	REPUBLIC SERVICES #899	02/01/2018	6,789.15
91267	ROBERTS, PAUL	02/01/2018	164.00
91268	ROBERTS, STANLEY	02/01/2018	58.00
91269	ROCKLER WOODWORKING & HARDWARE	02/01/2018	449.94
91270	ROSE FLORAL AND GREENHOUSE INC	02/01/2018	125.00
91271	RUIZ JR, ANTHONY R	02/01/2018	59.00
91272	SAM'S CLUB/SYNCHRONY BANK	02/01/2018	1,286.48
91273	SAM'S CLUB/SYNCHRONY BANK	02/01/2018	247.57
91274	SAYERS, KEVIN H	02/01/2018	76.00
91275	SCANTRON CORPORATION	02/01/2018	82.27
91276	SCHMITT MUSIC COMPANY	02/01/2018	7,394.00
91277	SCHOLASTIC BOOK CLUBS INC	02/01/2018	232.00
91278	SCHOOL CHECK IN	02/01/2018	782.50
91279	Vendor Continued Check	02/01/2018	0.00
91280	SCHOOL SERVICE EMPLOYEES	02/01/2018	7,665.66
91281	SEEGER, MAX	02/01/2018	116.00
91282	SEVERSON, LAUREL	02/01/2018	139.00
91283	SHIELD, DOUGLAS DELO	02/01/2018	50.00
91284	SHRED-IT USA - MINNEAPOLIS	02/01/2018	543.30
91285	SKY ZONE INDOOR TRAMPOLINE PAR	02/01/2018	100.00
91286	SLATER, GARRETT	02/01/2018	108.00
91287	SMITH, JENNIFER	02/01/2018	90.00
91288	SMITH JIM	02/01/2018	84.00
91289	SCHOOL NUTRITION ASSOC (SNA)	02/01/2018	30.00
91290	STAPLES ADVANTAGE	02/01/2018	2,481.57
91291	STATE SUPPLY CO	02/01/2018	235.70
91292	STAY TUNED PIANO SERVICES	02/01/2018	196.00
91293	STEPANIAK, CORY	02/01/2018	233.00
91294	STEVE WEISS MUSIC	02/01/2018	2,136.00
91295	STUDENT SUPPLY	02/01/2018	312.51
91296	Vendor Continued Check	02/01/2018	0.00
91297	SUMMIT COMPANIES	02/01/2018	4,018.96
91298	SUNDE LAND SURVEYING LLC	02/01/2018	11,300.00
91299	SYNOVIA SOLUTIONS	02/01/2018	1,551.40
91300	SZYMANSKI, MATTHEW	02/01/2018	130.00
91301	TATE, EMILY	02/01/2018	82.00

Check Nbr	Vendor Name	Check Date	Check Amount
91302	TEACHER DIRECT	02/01/2018	45.44
91303	TEACHER SYNERGY LLC	02/01/2018	35.29
91304	TECHTRON ENGINEERING	02/01/2018	333.44
91305	TERNES, KELLY	02/01/2018	76.00
91306	TEXTBOOK WAREHOUSE INC	02/01/2018	350.75
91307	THOMPSON, EARLIHUE	02/01/2018	76.00
91308	TIES	02/01/2018	269.00
91309	TOWLE, JOSHUA	02/01/2018	116.00
91310	TRADE PRESS INC	02/01/2018	1,588.00
91311	TRAPPED PUZZLE ROOM	02/01/2018	204.00
91312	TREASURED TRANSPORTATION	02/01/2018	41,523.70
91313	TRUSTED EMPLOYEES	02/01/2018	1,865.93
91314	TSBL DISTRIBUTING	02/01/2018	64.01
91315	TURCOTTE, AMBER	02/01/2018	90.00
91316	TWIN CITY JANITOR SUPPLY CO	02/01/2018	234.00
91317	TWIN CITIES TRANSPORT & RECOVE	02/01/2018	250.00
91318	UHL CO INC	02/01/2018	316.00
91319	UNIVERSITY OF MINNESOTA	02/01/2018	21,170.00
91320	UNIVERSAL ATHLETIC	02/01/2018	2,257.44
91321	THE UPS STORE #3299	02/01/2018	44.16
91322	US DEPT OF EDUCATION	02/01/2018	598.60
91323	CITY OF VADNAIS HEIGHTS	02/01/2018	960.00
91324	VALLEYFAIR GROUP SALES	02/01/2018	1,225.00
91325	VANHEEL, RANDALL	02/01/2018	82.00
91326	VARSITY SPIRIT FASHIONS	02/01/2018	173.20
91327	VERIZON WIRELESS	02/01/2018	1,440.64
91328	VONWOLD, DEANNA	02/01/2018	15.00
91329	WARNERS' STELLIAN	02/01/2018	1,273.96
91330	WBL PIZZA MAN	02/01/2018	183.67
91331	WHITE BEAR LAKE ROTARY CLUB	02/01/2018	231.50
91332	WBLA EDUCATIONAL FOUNDATION	02/01/2018	422.00
91333	WL HALL COMPANY	02/01/2018	696.93
91334	WOOT MATH	02/01/2018	204.96
91335	WORTHINGTON DIRECT INC	02/01/2018	156.97
91336	X-GRAIN SPORTSWEAR	02/01/2018	222.00
91337	XCEL ENERGY	02/01/2018	91,524.12
91338	YANEZ, BEN	02/01/2018	233.00
91339	ZARAMBO, MARIA L	02/01/2018	68.00
91340	ZERO GRAVITY	02/01/2018	675.00

289 Computer Check(s) For a Total of 772,084.14

Check Nbr	Vendor Name	Check Date	Check Amount
89262	JIMMY JOHNS #869	02/01/2018	94.19
90223	KUBASCH, CHAD ALLEN	02/01/2018	163.00
90826	ENVIROMATIC CORP OF AMERICA	02/01/2018	790.00
3	Void	Check(s) For a Total of	1,047.19

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	289	Computer	Checks For a Total of	772,084.14
Total For	289	Manual, Wire Tran, ACH &	Computer Checks	772,084.14
Less	3	Voided	Checks For a Total of	1,047.19
			Net Amount	771,036.95

Check Nbr	Vendor Name	Check Date	Check Amount
91341	ABJ EDUC CONSULTING	02/05/2018	3,875.00
91342	AMAZON	02/05/2018	614.07
91343	AMAZON	02/05/2018	442.98
91344	AMAZON	02/05/2018	150.20
91345	CUB FOODS OF WHITE BEAR TWSHP	02/05/2018	845.28
91346	NAPA AUTO PARTS	02/05/2018	3.98
91347	NCPERS MINNESOTA	02/05/2018	160.00
91348	ROSEMOUNT SAW & TOOL CORP	02/05/2018	558.10
91349	SAM'S CLUB/SYNCHRONY BANK	02/05/2018	492.40
91350	SAM'S CLUB/SYNCHRONY BANK	02/05/2018	52.38
91351	SAM'S CLUB/SYNCHRONY BANK	02/05/2018	586.50
91352	SOUTHEASTERN PERFORMANCE APPAR	02/05/2018	171.00
91353	XCEL ENERGY	02/05/2018	96,840.05
13	Computer	Check(s) For a Total of	104,791.94

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	13	Computer	Checks For a Total of	104,791.94
Total For	13	Manual, Wire Tran, ACH &	Computer Checks	104,791.94
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	104,791.94

Check Nbr	Vendor Name	Check Date	Check Amount
171800685	ANDERSON, CHRISTINA T	02/13/2018	195.00
171800686	BATTERMAN, ANGELA N	02/13/2018	95.38
171800687	BECK, SUEANN K	02/13/2018	88.65
171800688	BURKE, ERIN M	02/13/2018	67.74
171800689	CARLINSCHAUER, KYLE LEE	02/13/2018	39.79
171800690	CHRISTIANSON, STACY M	02/13/2018	184.80
171800691	COOPER, MITCHELL L	02/13/2018	195.00
171800692	CUNNINGHAM, ANGELA A	02/13/2018	27.82
171800693	DAHLEM, TERESA	02/13/2018	232.98
171800694	DERBY, SARA A	02/13/2018	210.86
171800695	DITTRICH, TIFFANY A	02/13/2018	243.52
171800696	DORNER, JULIE A	02/13/2018	65.00
171800697	DURAND, JENNIFER A	02/13/2018	452.72
171800698	DYMIT, MARIE S	02/13/2018	78.48
171800699	ECKTON, DANA MP	02/13/2018	98.99
171800700	ENGSTRAN, PAUL A	02/13/2018	81.00
171800701	FERNANDEZ, KEVIN M	02/13/2018	758.70
171800702	FINK, AVIS A	02/13/2018	442.15
171800703	FINKE, CARLA J	02/13/2018	43.06
171800704	FOX, FRANCINE H	02/13/2018	33.41
171800705	GALYON, AMY R	02/13/2018	47.61
171800706	GILLESPIE, ALISON CARR	02/13/2018	89.34
171800707	GRAVLEY, STEPHEN ALAN	02/13/2018	386.22
171800708	GREEN, ALAN THOMAS	02/13/2018	240.00
171800709	GRIEBENOW, BRIAN N	02/13/2018	143.65
171800710	HAGESTUEN, FAITH M	02/13/2018	142.81
171800711	HARRIS, ANN M	02/13/2018	125.44
171800712	HUMPHREY, KELLY J	02/13/2018	107.17
171800713	HURT, JON-MYCHAL B	02/13/2018	310.56
171800714	IVEY, JEFFREY D	02/13/2018	144.85
171800715	JACOBS, HEATHER A	02/13/2018	63.16
171800716	KANCANS, ANDREW V	02/13/2018	33.65
171800717	KEESE, MATTHEW D	02/13/2018	485.54
171800718	KENTFIELD, KELLY S	02/13/2018	53.14
171800719	KNAPPENBERGER, ALLEN	02/13/2018	105.75
171800720	KNUTSON, CASSANDRA M	02/13/2018	129.46
171800721	KOLMAN-KEEN, SCOTT M	02/13/2018	783.02
171800722	LAMWERS, LINDSAY M	02/13/2018	124.24
171800723	LARSON, JOHN FRANCIS	02/13/2018	24.00
171800724	LATUFF, JENNIFER J	02/13/2018	41.69
171800725	LAU, LAI F	02/13/2018	175.53
171800726	LUND, MOLLY A	02/13/2018	38.15
171800727	MANDERS, MARY C	02/13/2018	118.48
171800728	MCGARTHWAITE, MICHAEL R	02/13/2018	42.51
171800729	MCPHERSON, KIRSTEN M	02/13/2018	164.00
171800730	MIDTHUN, CAROL J	02/13/2018	50.00
171800731	MILLER, MOLLY M	02/13/2018	42.51
171800732	MOORE, JENNIFER RAE	02/13/2018	106.55
171800733	MUSSER, BEVERLY D	02/13/2018	114.11
171800734	NICKELS, JOLEEN A	02/13/2018	66.00

Check Nbr	Vendor Name	Check Date	Check Amount
171800735	OLEARY, CHADRICK J	02/13/2018	86.18
171800736	OLSON, ANNA C	02/13/2018	135.90
171800737	OSWALD, NICOLE M	02/13/2018	52.59
171800738	PAULSON, EMILEE HEALING	02/13/2018	125.34
171800739	PERRY, MEGAN M	02/13/2018	9.27
171800740	PETERSON JR, ROBERT S	02/13/2018	19.00
171800741	PHETTEPLACE, WANDA M	02/13/2018	62.33
171800742	POKORNY, MARY J	02/13/2018	619.70
171800743	RASMUSSEN, JEAN H	02/13/2018	780.00
171800744	RATLIFF, GERALD	02/13/2018	17.44
171800745	RIEBOW, MATTHEW R	02/13/2018	82.66
171800746	RIEBOW, MITCHELL W	02/13/2018	305.60
171800747	RITTENHOUSE, PAULA M	02/13/2018	77.52
171800748	RYAN, DENISE M	02/13/2018	330.43
171800749	SALENGER, SETH A	02/13/2018	107.00
171800750	SANTOSCOY, BRIANA JO	02/13/2018	68.47
171800751	SCHMIDT, HEATHER RAE	02/13/2018	158.46
171800752	SCHULTE, DARRELL A	02/13/2018	244.34
171800753	SCHWEIZER, JENNIFER M	02/13/2018	145.00
171800754	STIRLING, CONNIE B	02/13/2018	76.62
171800755	SUOJA, WENDY T	02/13/2018	62.59
171800756	TATE, JO E	02/13/2018	990.00
171800757	TATRO, KRISTEN A	02/13/2018	14.60
171800758	TESSIER, LISA B	02/13/2018	112.20
171800759	TRIGGS, CARLA M	02/13/2018	124.82
171800760	VORHIES, JENNA K	02/13/2018	285.89
171800761	WEINKAUF, AMANDA LARUE	02/13/2018	629.74
171800762	WILLIAMS, LAURA L	02/13/2018	220.95

78 ACH Check(s) For a Total of 14,078.83

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	78	ACH	Checks For a Total of	14,078.83
	0	Computer	Checks For a Total of	0.00
Total For	78	Manual, Wire Tran, ACH & Computer	Checks	14,078.83
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	14,078.83

Check Nbr	Vendor Name	Check Date	Check Amount
91354	1000 PETALS	02/15/2018	790.00
91355	A-1 HYDRAULIC SALES & SERVICE	02/15/2018	53.39
91356	AARP DRIVER SAFETY PROGRAM	02/15/2018	375.00
91357	AARP DRIVER SAFETY PROGRAM	02/15/2018	525.00
91358	ABBOTT PAINT & CARPET INC	02/15/2018	59.17
91359	ABEE INC	02/15/2018	2,213.00
91360	ACADEMIC THERAPY PUBLICATIONS	02/15/2018	1,512.50
91361	ACCLAIM SERVICES INC	02/15/2018	1,581.75
91362	ACER SERVICE CORP	02/15/2018	127.09
91363	ACP DIRECT	02/15/2018	382.05
91364	ADSITT, SUNNIE FRANKLYN	02/15/2018	8.99
91365	AFFINITY HEARING LLC	02/15/2018	420.00
91366	Vendor Continued Check	02/15/2018	0.00
91367	AGROPUR INC	02/15/2018	18,469.49
91368	AIR ASSAULT	02/15/2018	559.00
91369	ALCHEMY	02/15/2018	200.00
91370	ALLSTREAM	02/15/2018	319.02
91371	ALTEC PARTS	02/15/2018	963.39
91372	AMAZON	02/15/2018	168.60
91373	AMERICAN MAILING MACHINES	02/15/2018	262.04
91374	AMERICAN MESSAGING	02/15/2018	28.32
91375	AMERIPRIDE SERVICES	02/15/2018	885.23
91376	ANDERSON, STACY JAMES	02/15/2018	82.00
91377	ANOKA COUNTY PARKS & RECREATIO	02/15/2018	126.50
91378	ANOKA COUNTY	02/15/2018	152.27
91379	APPLE COMPUTER INC	02/15/2018	299.00
91380	AQUARIOUS HOME SERVICES	02/15/2018	877.00
91381	BARTHOLD	02/15/2018	1,735.91
91382	BUSINESS IMPACT GROUP	02/15/2018	78.21
91383	Vendor Continued Check	02/15/2018	0.00
91384	BLICK ART MATERIALS	02/15/2018	1,696.53
91385	BLUE TARP FINANCIAL INC	02/15/2018	543.05
91386	THE BUG COMPANY	02/15/2018	33.75
91387	CAMP ST CROIX	02/15/2018	176.00
91388	CAN CAN WONDERLAND	02/15/2018	140.27
91389	CARDINAL, KATHLEEN T	02/15/2018	15.30
91390	CARLSON, JULIE A	02/15/2018	111.00
91391	CATALYST SOURCING SOLUTIONS	02/15/2018	2,268.00
91392	CATALYST SPORTS MEDICINE	02/15/2018	7,274.67
91393	CDW GOVERNMENT INC	02/15/2018	550.76
91394	CHAMPIONSHIP AUTO SHOWS	02/15/2018	400.00
91395	CHISAGO LAKES COMM EDUC	02/15/2018	30.00
91396	CHRISTON, SHANNON J	02/15/2018	6.99
91397	CINTAS CORP #470	02/15/2018	510.99
91398	CLARK, CYNTHIA JEAN	02/15/2018	23.80
91399	CENTRAL MN ASSOC OF SECONDARY	02/15/2018	300.00
91400	COBORNS DELIVERS	02/15/2018	72.08
91401	COMCAST	02/15/2018	290.92
91402	CONQUER ATHLETICS	02/15/2018	880.00
91403	CONTINENTAL CLAY CO	02/15/2018	609.20

Check Nbr	Vendor Name	Check Date	Check Amount
91404	CONTINENTAL RESEARCH CORP	02/15/2018	386.05
91405	COONCE, JEANNIE	02/15/2018	100.00
91406	CRYSTAL CAVE INC	02/15/2018	100.00
91407	CUB FOODS OF WHITE BEAR TWSHP	02/15/2018	899.21
91408	CWHMX	02/15/2018	1,400.00
91409	DAKOTA TRUCK UNDERWRITERS	02/15/2018	64,925.00
91410	DALCO CORPORATION	02/15/2018	65,113.27
91411	DATA MANAGEMENT INC	02/15/2018	607.20
91412	DEBZ SHIRTZ	02/15/2018	1,073.00
91413	DECKER INC	02/15/2018	128.69
91414	DEY DISTRIBUTING	02/15/2018	67.92
91415	DISCOUNT SCHOOL SUPPLY	02/15/2018	443.98
91416	DIVERSIFIED SNACK DISTRIBUTION	02/15/2018	224.52
91417	DOMINOS PIZZA	02/15/2018	184.05
91418	DOMINOS PIZZA	02/15/2018	3,165.00
91419	DOMINOS PIZZA	02/15/2018	2,580.99
91420	DS ERICKSON & ASSOC PLLC	02/15/2018	1,121.84
91421	DEFINITIVE TECHNOLOGY SOLUTION	02/15/2018	12,344.99
91422	CITY OF EAGAN PARKS & REC	02/15/2018	225.00
91423	EARLY, SHERRY	02/15/2018	12.75
91424	EASTERN CARVER COUNTY ARCHERY	02/15/2018	230.00
91425	ECKROTH MUSIC	02/15/2018	604.59
91426	ELECTRIC MOTOR REPAIR	02/15/2018	253.86
91427	ENVIROBATE	02/15/2018	1,350.00
91428	ENVISION CATERING	02/15/2018	2,000.00
91429	EXCEL DRYER INC	02/15/2018	210.00
91430	EXPANDING EXPRESSION	02/15/2018	258.50
91431	FASTENAL COMPANY	02/15/2018	12.31
91432	FESTIVAL FOODS-KNOWLAN'S	02/15/2018	51.25
91433	FIRST STUDENT INC	02/15/2018	450,484.00
91434	FISHER SCIENTIFIC	02/15/2018	74.20
91435	FLANAGAN, HOPE LYNN	02/15/2018	800.00
91436	FLICEK WELDING LLC	02/15/2018	10,850.00
91437	FLINN SCIENTIFIC INC	02/15/2018	244.89
91438	FOREST LAKE HIGH SCHOOL	02/15/2018	340.00
91439	FRATTALONES HARDWARE STORES	02/15/2018	441.37
91440	FRONT ROW	02/15/2018	2,500.00
91441	GECKO MICROSOLUTIONS	02/15/2018	3,990.00
91442	GEPHART TRUCKING	02/15/2018	1,850.00
91443	THE GOOD ACRE	02/15/2018	511.75
91444	GOPHER	02/15/2018	1,029.44
91445	GOPHERMODS LLC	02/15/2018	179.00
91446	GRANDMA'S BAKERY INC	02/15/2018	170.58
91447	GREAT RIVER OFFICE PRODUCTS	02/15/2018	1,409.00
91448	GREATER TWIN CITIES UNITED WAY	02/15/2018	202.20
91449	GREEN ACRES RECREATION	02/15/2018	627.00
91450	GROTH MUSIC CO	02/15/2018	243.90
91451	GROUP TRAVEL PLANNERS	02/15/2018	28,099.00
91452	GUITAR WORLD MAGAZINE	02/15/2018	14.95
91453	HALO TRANSPORTATION	02/15/2018	13,744.00

Check Nbr	Vendor Name	Check Date	Check Amount
91454	HANSON, GORDON	02/15/2018	76.00
91455	HEALTHPARTNERS	02/15/2018	169,345.33
91456	HEATHER, BRIAN	02/15/2018	164.00
91457	HEGGIES PIZZA	02/15/2018	1,738.01
91458	HEIBERG ATHLETICS LLC	02/15/2018	3,047.50
91459	HEINEMANN	02/15/2018	609.00
91460	HIAWATHA HOMECARE	02/15/2018	1,064.00
91461	HOANG, CONG	02/15/2018	100.00
91462	HOFFMAN, RICHARD A	02/15/2018	59.00
91463	HOGLUND BUS AND TRUCK CO	02/15/2018	8,769.51
91464	HOUGHTON MIFFLIN HARCOURT	02/15/2018	273.94
91465	IBARMS	02/15/2018	3,560.00
91466	Vendor Continued Check	02/15/2018	0.00
91467	Vendor Continued Check	02/15/2018	0.00
91468	Vendor Continued Check	02/15/2018	0.00
91469	IFD	02/15/2018	111,786.82
91470	IMSANDE, MONIQUE	02/15/2018	90.00
91471	INDIAN HILLS GOLF CLUB	02/15/2018	750.00
91472	INNOVATIVE OFFICE SOLUTIONS	02/15/2018	3,714.04
91473	ISD #8492 NEW DOMINION SCHOOL	02/15/2018	4,058.80
91474	IUOE LOCAL 70	02/15/2018	2,301.42
91475	JAKKOLA, BRYON	02/15/2018	49.98
91476	JAYTECH INC	02/15/2018	729.66
91477	JENS VENDING	02/15/2018	209.00
91478	JEZORSKI, JEFF	02/15/2018	68.00
91479	J J KELLER & ASSOC	02/15/2018	83.00
91480	JOES SPORTING GOODS	02/15/2018	2,000.00
91481	JOHNSON, AMANDA	02/15/2018	195.89
91482	JOHNSON, JAMES LOUIS	02/15/2018	111.00
91483	JOHNSON CONTROLS INC	02/15/2018	552.50
91484	JOHNSON, SHARON ANNE	02/15/2018	280.38
91485	JUNIOR LIBRARY GUILD	02/15/2018	1,660.20
91486	JW PEPPER & SON INC	02/15/2018	415.98
91487	KARLSBURGER FOODS INC	02/15/2018	190.56
91488	KATH FUEL OIL SERVICE CO	02/15/2018	19,277.80
91489	KATZMARK, WILLIAM	02/15/2018	87.00
91490	KELVIN LP	02/15/2018	46.95
91491	KEYSTONE INTERPRETING SOLUTION	02/15/2018	1,112.20
91492	KONICA MINOLTA PREMIER FINANCE	02/15/2018	6,169.71
91493	KOREEN, GLORIA	02/15/2018	34.85
91494	KRAFT CONTRACTING & MECHANICAL	02/15/2018	3,182.02
91495	KULLY SUPPLY COMPANY	02/15/2018	95.68
91496	LAKESHORE LEARNING MATERIALS	02/15/2018	470.87
91497	THE LAMPO GROUP LLC	02/15/2018	400.00
91498	LANGER, JUDY	02/15/2018	35.00
91499	LANGUAGE LINE SERVICES	02/15/2018	86.57
91500	LARSON, BEVERLEY M	02/15/2018	24.01
91501	LARSON ENGINEERING INC	02/15/2018	8,615.00
91502	LEARNING A-Z	02/15/2018	98.95
91503	LESSARD, MATT	02/15/2018	116.00

Check Nbr	Vendor Name	Check Date	Check Amount
91504	LIBERTY CLASSICAL ACADEMY	02/15/2018	972.00
91505	L T G POWER EQUIPMENT	02/15/2018	848.33
91506	LUNDQUIST DAVID A	02/15/2018	59.00
91507	MN ASSOC OF ALTERNATIVE PROGRA	02/15/2018	1,180.00
91508	MAC RUNNEL, MINDY L	02/15/2018	13.60
91509	MACKIN EDUCATIONAL RESOURCES	02/15/2018	195.38
91510	MN ASSOC FOR CHILDREN'S MENTAL	02/15/2018	510.60
91511	MANSFIELD OIL CO	02/15/2018	28,675.73
91512	MARECK, ARIKA R	02/15/2018	650.00
91513	MARKET DISTRIBUTING	02/15/2018	1,084.05
91514	MASA JOBSITE	02/15/2018	1,173.00
91515	MN ASSOC OF SECONDARY SCHOOL P	02/15/2018	350.00
91516	MATBOSS LLC	02/15/2018	549.00
91517	MATHEATRE LLC	02/15/2018	1,050.00
91518	MEDICARE PREMIUM COLLECTION CT	02/15/2018	503.40
91519	MESSERLI & KRAMER PA	02/15/2018	1,372.63
91520	METAL DOCTOR INC	02/15/2018	29.85
91521	METRO ECSU	02/15/2018	280.00
91522	METRO MEALS ON WHEELS INC	02/15/2018	7,556.25
91523	MHS	02/15/2018	725.00
91524	MID CITY SERVICES - INDUSTRIAL	02/15/2018	1,715.84
91525	MIDWEST BUS PARTS INC	02/15/2018	92.35
91526	MILLIGAN, THERESA J	02/15/2018	44.00
91527	MINNETONKA COMMUNITY EDUC	02/15/2018	27.00
91528	MINVALCO INC	02/15/2018	1,135.69
91529	MN CHILDRENS MUSEUM	02/15/2018	416.00
91530	MN CLAY	02/15/2018	155.88
91531	MN COACHES INC	02/15/2018	1,286.56
91532	MN DNR OMB	02/15/2018	478.06
91533	MN ELEVATOR INC	02/15/2018	307.75
91534	MN GAME & FISH	02/15/2018	18.00
91535	MN ASSOC FOR FAMILY & EARLY ED	02/15/2018	50.00
91536	MOBYMAX	02/15/2018	99.00
91537	MOGREN, ALEXZANDRA	02/15/2018	90.00
91538	MONARCH BUS SERVICE	02/15/2018	450.00
91539	MS TEDDY BEAR INC	02/15/2018	776.00
91540	MN SCHOOL COUNSELORS ASSOC	02/15/2018	220.00
91541	MUNGER, MARY	02/15/2018	15.00
91542	MY MEDICAL CLINIC	02/15/2018	410.00
91543	NASCO	02/15/2018	999.84
91544	NASP INC	02/15/2018	1,632.00
91545	NASSEFF MECH CONTRACTORS	02/15/2018	1,891.28
91546	NATL RECOGNITION PRODUCTS	02/15/2018	79.52
91547	NCS PEARSON INC	02/15/2018	171.50
91548	NIXON, CATHERINE AYANO	02/15/2018	100.00
91549	NORTH CENTRAL TRUCK EQUIPMENT	02/15/2018	1,968.19
91550	NORTH STAR BANK	02/15/2018	7,650.00
91551	NORTH SUBURBAN TOWING	02/15/2018	1,075.00
91552	NORTHBOUND CREATIVE	02/15/2018	3,565.00
91553	NORTHEAST METRO INTERMEDIATE D	02/15/2018	123,051.70

Check Nbr	Vendor Name	Check Date	Check Amount
91554	NORTHERN STAR COUNCIL, BSA	02/15/2018	384.00
91555	NOVAK, JAMES	02/15/2018	118.00
91556	O'REILLY AUTOMOTIVE INC	02/15/2018	1,818.09
91557	OFFICE DEPOT	02/15/2018	308.94
91558	OLSEN FIRE PROTECTION	02/15/2018	539.42
91559	OLSON, SUZANNE K	02/15/2018	31.45
91560	ON SITE SANITATION INC	02/15/2018	216.00
91561	OXYGEN SERVICE CO INC	02/15/2018	138.92
91562	PAINT YOUR STORY FOUNDATION	02/15/2018	500.00
91563	PARK HIGH SCHOOL	02/15/2018	50.00
91564	PAUL VADNAIS PLUMBING & WELL	02/15/2018	525.00
91565	PENNIES FOR PATIENTS	02/15/2018	833.39
91566	PETERS, BRIAN	02/15/2018	116.00
91567	PETERSON COMPANIES INC	02/15/2018	475.98
91568	PHOENIX ALTERNATIVES INC	02/15/2018	588.65
91569	PIERSON, KASEY	02/15/2018	90.00
91570	POLAR CHEVROLET MAZDA	02/15/2018	1,041.83
91571	POSITIVE COACHING ALLIANCE	02/15/2018	900.00
91572	POSTMASTER	02/15/2018	3,900.00
91573	PRAXAIR DISTRIBUTION INC	02/15/2018	29.05
91574	PRESS PUBLICATIONS	02/15/2018	1,263.00
91575	R & R SPECIALTIES INC	02/15/2018	35.50
91576	RATWIK ROSZAK & MALONEY PA	02/15/2018	307.50
91577	RAUSCH, STURM, ISRAEL,	02/15/2018	210.05
91578	REGION 5AA	02/15/2018	182.00
91579	REHBEIN TRANSIT CO INC	02/15/2018	13,870.00
91580	RICHARDSON, EUGENE	02/15/2018	58.00
91581	RIO GRANDE	02/15/2018	1,043.16
91582	RIVERVIEW LAW OFFICE PLLC	02/15/2018	1,863.67
91583	ROCKWOOD, LISA M	02/15/2018	43.20
91584	ROETTGER, DORIS	02/15/2018	23.00
91585	ROOF SPEC INC	02/15/2018	2,000.00
91586	SAFeway DRIVING SCHOOL	02/15/2018	9,450.00
91587	SAM'S CLUB/SYNCHRONY BANK	02/15/2018	383.35
91588	SARGENT-WELCH	02/15/2018	647.33
91589	SCANTRON CORPORATION	02/15/2018	581.06
91590	SCHMID, NICOLE R	02/15/2018	10.99
91591	SCHMITT MUSIC COMPANY	02/15/2018	473.18
91592	SCHOOL CHECK IN	02/15/2018	145.00
91593	Vendor Continued Check	02/15/2018	0.00
91594	SCHOOL SERVICE EMPLOYEES	02/15/2018	6,817.47
91595	SCHOOL TECHNOLOGY ASSOC	02/15/2018	3,153.60
91596	SEEVER, GRAY	02/15/2018	320.00
91597	SHRED-IT USA - MINNEAPOLIS	02/15/2018	242.65
91598	SKETCHFORSCHOOLS PUBLISHING	02/15/2018	158.40
91599	SKY ZONE INDOOR TRAMPOLINE PAR	02/15/2018	2,300.00
91600	SMITH, JENNIFER	02/15/2018	90.00
91601	SCHOOL NUTRITION ASSOC (SNA)	02/15/2018	280.00
91602	SOCIAL THINKING PUBLISHING	02/15/2018	286.17
91603	SPEARS, BRANDON	02/15/2018	116.00

Check Nbr	Vendor Name	Check Date	Check Amount
91604	STAPLES ADVANTAGE	02/15/2018	3,191.21
91605	STAR AUTISM SUPPORT INC	02/15/2018	1,155.00
91606	STATE SUPPLY CO	02/15/2018	1,415.61
91607	STEINER, EILEEN A	02/15/2018	17.00
91608	STILLWATER HIGH SCHOOL	02/15/2018	200.00
91609	SUBURBAN SPORTSWEAR LLC	02/15/2018	450.00
91610	SUMMIT COMPANIES	02/15/2018	3,159.51
91611	SYNCHRONY BANK	02/15/2018	180.12
91612	TAI CHI FOR WELL-BEING LLC	02/15/2018	250.00
91613	TAYLOR PUBLISHING CO	02/15/2018	950.00
91614	TEACHER SYNERGY LLC	02/15/2018	48.49
91615	TEACHERS DISCOVERY	02/15/2018	569.42
91616	TEACHSTONE TRAINING LLC	02/15/2018	174.11
91617	TERMINAL SUPPLY CO	02/15/2018	34.20
91618	THINKING MOVES ORDERS	02/15/2018	258.90
91619	TOUSSAINT, JANEL PHYLLIS	02/15/2018	1,000.00
91620	TOWN LIFE	02/15/2018	1,215.00
91621	TRADE PRESS INC	02/15/2018	707.00
91622	TRANS-MISSISSIPPI BIO SUPPLY	02/15/2018	58.23
91623	TREASURED TRANSPORTATION	02/15/2018	57,652.30
91624	TRIO SUPPLY COMPANY	02/15/2018	8,543.19
91625	TRUCK UTILITIES MFG CO	02/15/2018	345.50
91626	TUSA, COLLEEN T	02/15/2018	200.00
91627	UHL CO INC	02/15/2018	1,549.00
91628	THE UPS STORE #3299	02/15/2018	380.00
91629	US DEPT OF EDUCATION	02/15/2018	494.59
91630	US FOODS CULINARY EQUIP & SUPP	02/15/2018	659.58
91631	VERTICAL ENDEAVORS MINNEAPOLIS	02/15/2018	130.00
91632	VFW POST 1223	02/15/2018	175.00
91633	VIKING ELECTRIC SUPPLY	02/15/2018	1,637.57
91634	WHITE BEAR LOCKSMITH INC	02/15/2018	10.00
91635	WHITE BEAR LAKE CITY	02/15/2018	16.00
91636	Vendor Continued Check	02/15/2018	0.00
91637	WHITE BEAR LAKE (CITY OF)	02/15/2018	7,393.58
91638	WBL PIZZA MAN	02/15/2018	55.42
91639	WBLA EDUCATIONAL FOUNDATION	02/15/2018	422.00
91640	WE CHARITY	02/15/2018	1,000.00
91641	WELLNER LAW PLLC	02/15/2018	200.00
91642	WESTERN PSYCHOLOGICAL SERVICES	02/15/2018	52.00
91643	WI SCTF	02/15/2018	824.69
91644	WILD MOUNTAIN	02/15/2018	540.00
91645	WINDSTREAM	02/15/2018	4,126.36
91646	WINNING EDGE SEMINARS	02/15/2018	1,500.00
91647	WOODBURY THEATRE	02/15/2018	865.00
91648	WOODRICH III, WARD F	02/15/2018	90.00
91649	WORLD'S FINEST CHOCOLATE INC	02/15/2018	3,870.00
91650	ZALLAR, CHERYL L	02/15/2018	125.00
91651	ZARAMBO, MARIA L	02/15/2018	68.00
91652	ZARNOTH BRUSH WORKS INC	02/15/2018	1,040.00
91653	ZERO GRAVITY TRAMPOLINE PARK	02/15/2018	675.00

Check Nbr	Vendor Name	Check Date	Check Amount
300	Computer	Check(s) For a Total of	1,451,354.17

Check Nbr	Vendor Name	Check Date	Check Amount
88278	ROOF SPEC INC	08/31/2017	0.00
89721	ROOF SPEC INC	10/31/2017	0.00
2	Manual	Check(s) For a Total of	0.00

Check Nbr	Vendor Name	Check Date	Check Amount
90474	HANSON, GORDON	02/15/2018	76.00
91340	ZERO GRAVITY	02/15/2018	675.00
2	Void	Check(s) For a Total of	751.00

	2	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	300	Computer	Checks For a Total of	1,451,354.17
Total For	302	Manual, Wire Tran, ACH &	Computer Checks	1,451,354.17
Less	2	Voided	Checks For a Total of	751.00
			Net Amount	1,450,603.17

Check Nbr	Vendor Name	Check Date	Check Amount
9990371	AIG	02/15/2018	6,348.21
9990372	AMERICAN FUNDS	02/15/2018	84,918.69
9990373	AMERICAN UNITED LIFE	02/15/2018	86,783.37
9990374	AMERIPRISE FINANCIAL SERVICES	02/15/2018	13,386.49
9990375	AXA EQUITABLE	02/15/2018	31,158.35
9990376	EDUCATION MN ESI BILLING TRUST	02/15/2018	34,055.96
9990377	Vendor Continued Check	02/15/2018	0.00
9990378	Vendor Continued Check	02/15/2018	0.00
9990379	Vendor Continued Check	02/15/2018	0.00
9990380	Vendor Continued Check	02/15/2018	0.00
9990381	Vendor Continued Check	02/15/2018	0.00
9990382	Vendor Continued Check	02/15/2018	0.00
9990383	INTERNAL REVENUE SERVICE	02/15/2018	648,578.67
9990384	METROPOLITAN LIFE	02/15/2018	2,432.39
9990385	MN DEPT OF HUMAN SERVICES	02/15/2018	1,600.50
9990386	Vendor Continued Check	02/15/2018	0.00
9990387	MN DEPT OF REVENUE	02/15/2018	108,260.88
9990388	MN REVENUE	02/15/2018	853.94
9990389	MN STATE RETIREMENT	02/15/2018	6,331.25
9990390	PUBLIC EMP RETIREMENT ASSOC	02/15/2018	103,917.43
9990391	Vendor Continued Check	02/15/2018	0.00
9990392	TEACHERS RETIREMENT ASSOC	02/15/2018	338,312.54
9990393	VANGUARD SMALL BUSINESS SERVIC	02/15/2018	26,908.50
9990394	WHITE BEAR LAKE TEACHERS ASSOC	02/15/2018	40,820.44
24	Computer	Check(s) For a Total of	1,534,667.61

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	1,534,667.61
	0	ACH	Checks For a Total of	0.00
	24	Computer	Checks For a Total of	0.00
Total For	24	Manual, Wire Tran, ACH & Computer	Checks	1,534,667.61
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	1,534,667.61

Check Nbr	Vendor Name	Check Date	Check Amount
171800763	AMON, LYNN M	02/27/2018	62.64
171800764	BABCOCK, ARIANA K	02/27/2018	181.38
171800765	BASSE, BARBARA L	02/27/2018	99.59
171800766	BERNIER, JAMES L	02/27/2018	19.00
171800767	BIANCO, ANGELA L	02/27/2018	75.00
171800768	BOWERMASTER, TRACI G	02/27/2018	331.91
171800769	BRABENEC, KAREN E	02/27/2018	138.76
171800770	CANNIFF, AMY E	02/27/2018	223.56
171800771	CRAIGAN, JENNIFER M	02/27/2018	48.36
171800772	DENUCCI, KRISTINA E	02/27/2018	91.89
171800773	ECKTON, DANA MP	02/27/2018	30.00
171800774	FISCHER, ELIZABETH A	02/27/2018	57.86
171800775	FROST, MEGAN ANN	02/27/2018	45.56
171800776	GUTHRIE, ASHLEY M	02/27/2018	57.77
171800777	HARRIMAN, DION D	02/27/2018	390.00
171800778	HARRIMAN, GRETCHEN E	02/27/2018	390.00
171800779	HEALY, JASON CHARLES	02/27/2018	82.98
171800780	HELTNER, ERIKA L	02/27/2018	110.47
171800781	JOHNSON, LINDA K	02/27/2018	251.25
171800782	KANE-BURBACK, STEPHANIE LYNN	02/27/2018	274.13
171800783	KELLY-KENNEDY, ERIKA D	02/27/2018	220.00
171800784	KERG, JEREMY J	02/27/2018	302.40
171800785	KOBILKA, STEVEN T	02/27/2018	136.34
171800786	KROCAK, NANCY J	02/27/2018	182.70
171800787	KUEMMEL, JANEEN ELIZABETH	02/27/2018	109.82
171800788	KUSCHE, KRISTIN E	02/27/2018	291.00
171800789	LAMWERS, LINDSAY M	02/27/2018	50.95
171800790	LARSON, BRITA A	02/27/2018	72.49
171800791	LEHN, BRIDGET N	02/27/2018	100.12
171800792	MAPLE, DAWN M	02/27/2018	75.00
171800793	MCCORMICK, REBEKKA ANNE	02/27/2018	68.89
171800794	MCPHERSON, KIRSTEN M	02/27/2018	1,319.88
171800795	MENCKE, LAURIE ANN	02/27/2018	117.20
171800796	NADEAU, MARGARET M	02/27/2018	260.00
171800797	NELSON, ANGELA A	02/27/2018	1,500.00
171800798	NIKKEL, DIANE L	02/27/2018	34.61
171800799	PERCIVAL, PATRICIA A	02/27/2018	245.88
171800800	RYAN, CANDACE MAY	02/27/2018	48.35
171800801	SALENGER, SETH A	02/27/2018	343.95
171800802	SCHOCHENMAIER, TIMOTHY R	02/27/2018	1,017.79
171800803	STIRLING, CONNIE B	02/27/2018	76.62
171800804	STREIFF, CHRISTINA D	02/27/2018	1,149.00
171800805	VADNAIS, MOLLY A	02/27/2018	66.86
171800806	VAIL, ANNE B	02/27/2018	604.84
171800807	VAVRICKA, ROCHELLE L	02/27/2018	617.71
171800808	VETTE, MARISA AA	02/27/2018	453.67
171800809	WEINHOLD, TODD JOEL	02/27/2018	48.00
171800810	WIECZOREK, THOMAS DONALD	02/27/2018	335.25

Check Nbr	Vendor Name	Check Date	Check Amount
48	ACH	Check(s) For a Total of	12,811.43

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	48	ACH	Checks For a Total of	12,811.43
	0	Computer	Checks For a Total of	0.00
Total For	48	Manual, Wire Tran, ACH & Computer	Checks	12,811.43
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	12,811.43

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: **March 5, 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
\$300 for tree removal or safety supplies	Jon and Sara Goetz	Sunrise Park Middle School
\$250 for National Honor Society Banquet	Hugo Lions Club	White Bear Lake Area High School – South Campus
\$500 for National Honor Society Banquet	White Bear Lake Lions Club	White Bear Lake Area High School – South Campus
\$325 for 2018 Excellence Event	Honsa Family Funeral Home	White Bear Lake Area High School – South Campus
\$1,000 for 2018 Excellence Event	White Bear Lake Area Educational Foundation	White Bear Lake Area High School – South Campus
\$325 for 2018 Excellence Event	Richard and Kathryn Cochran	White Bear Lake Area High School – South Campus
\$650 for 2018 Excellence Event	Dale Duthoy and Janet Newberg	White Bear Lake Area High School – South Campus
\$650 for 2018 Excellence Event	Rotary eClub One	White Bear Lake Area High School – South Campus
\$200 for 2018 Excellence Event	Rick and Cathy Storey	White Bear Lake Area High School – South Campus
\$325 for 2018 Excellence Event	Chris and Dawn Hiniker	White Bear Lake Area High School – South Campus
\$325 for 2018 Excellence Event	White Bear Lake Teachers’ Association	White Bear Lake Area High School – South Campus
\$200 for 2018 Excellence Event	Hugo Lions Club	White Bear Lake Area High School – South Campus
\$2,000 to purchase Away Uniforms for the Girls’ Lacrosse Team	White Bear Lake Area Lacrosse	White Bear Lake Area High School – South Campus
\$1,500 for Boys’ Cross Country Team	Brian Grove	White Bear Lake Area High School
Handmade yarn crafted hats and mittens	Kathleen Gerdts	Lincoln Elementary School

RECOMMENDATION: Accept donations.

AGENDA ITEM: **Field Trip Requests**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Consent Agenda**

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

Background:

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

Date of Trip and Destination	Requesting Staff Member	Grade/ Team	Number of School Days Missed	Number of Students Attending	Total Cost per Student and Source of Revenue	Means of Transportation	Purpose of Field Trip
May 17-19, 2018 Duluth, MN	Sue Ryan	Girls Golf	1	6	Total Cost per Student: \$50 Source of Revenue: Team fundraising already has the majority of it covered	School van	We attended the Duluth East Invitational in 2017 and have been on the wait list for Northland for 5 years. Exposure to other teams we usually don't play, team building, social interaction skills.
Saturday, March 14, 2020 - Monday, March 23, 2020 (Spring Break). Costa Rica	Lindsay Lamwers David Lamwers	Week without Walls	1	30	Total Cost per Student: \$2,506.00 Source of Revenue: While we recognize that this expensive, we have been working to secure funding to ensure that any student regardless of economic status will have the opportunity to participate. Over the last four years, and average of 30% of the students that participated	District transportation not required	Week Without Walls is annual, week long, school sponsored trip to a foreign country during which middle school aged students take their studies outside of the classroom to serve, connect to, and gain understanding from their global community.

					received full or partial scholarships. We anticipate that a similar percentage will be offered in 2019-2020. The remainder of the students will pay for their own trip.		
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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

BRANDON BERNIER – Custodian, WBLAHS – North Campus
Employed by District 624 since 04/17/2017
Effective Date: 03/02/2018

RESIGNATION/TERMINATION – CERTIFIED STAFF

SHELLY HADDON – Spanish Teacher, Lakeaires and Matoska Elementary
Employed by District 624 since 08/22/2016
Effective Date: 06/08/2018

HUNTA WILLIAMS – ASL Teacher, WBLAHS – North Campus
Employed by District 624 since 08/28/2017
Effective Date: 02/23/2018

RETIRMENT – CLASSIFIED

LINDA NICHOLS – Pupil Support Assistant, Vadnais Elementary
Employed by District 624 since 09/02/1988
Effective Date: 06/07/2018

RETIRMENT – CERTIFIED

JO TATE – Gifted and Talented Coordinator, District Center
Employed by District 624 since 07/01/2013
Effective Date: 06/08/2018

FULL TIME LEAVE REQUEST – CERTIFIED STAFF

BENJAMIN NAKAGAKI – Mathematics Teacher, WBLAHS – North Campus
Employed by District 624 since 08/25/2005
Effective Date: 2018-2019 School Year

ERIN STUMO – Language Arts Teacher, WBLAHS – North Campus
Employed by District 624 since 08/20/2014
Effective Date: 2018-2019 School Year

PART TIME LEAVE REQUEST – CERTIFIED STAFF

NICOLE MCGRATHWAITE – Social Studies Teacher, WBLAHS – South Campus
Position .8 (Leave .2)
Effective Date: 2018-2019 School Year

CATHERINE OLSON – Mathematics Teacher, WBLAHS – North Campus
Position .8 (Leave .2)
Effective Date: 2018-2019 School Year

AMANDA VERNON – Mathematics Teacher, WBLAHS – North Campus
Position .8 (Leave .2)
Effective Date: 2018-2019 School Year

TEMPORARY CHANGE IN ASSIGNMENT – CLASSIFIED STAFF

PATRICIA EGEMO – Pupil Support Assistant, Normandy
From 12 hrs. per week to 17 hrs. per week
Effective Date: 02/05/2018

TEMPORARY CHANGE IN ASSIGNMENT – CERTIFIED STAFF

LIBBY CHEOLIS – Speech Language Pathologist, Normandy, Hugo & Otter Elementary
From .8 FTE to 1.0 FTE
Effective Date: 02/12/2018 through 06/08/2018

NEW PERSONNEL – CLASSIFIED STAFF

LISA CORDOVA – Program Assistant Leader, Lakeaires Elementary
\$13.44/hr., 2.5 hrs. per day/ 100 days, \$3,360.00
Effective Date: 02/12/2018

CHERYL ETERNO – Lunchroom/Building Assistant, Willow Elementary
\$17.29/hr., 5.0 hrs. per day/ 72days, \$6,224.40
Effective Date: 02/17/2018

ALAN GRUND – Pupil Support Assistant, Otter Lake Elementary
\$18.36/hr., 6.5 hrs. per day/ 71 days, \$8,473.14
Effective Date: 02/20/2018

KATHLEEN HATCH – Pupil Support Assistant, Birch Lake Elementary
\$18.36/hr., 6.5 hrs. per day/ 71 days, \$8,473.14
Effective Date: 02/20/2018

KENDRICK LIVERS – Pupil Support Assistant, Otter Lake Elementary
\$18.36/hr., 6.5 hrs. per day/ 67 days, \$7,995.78
Effective Date: 02/26/2018

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: 2018 Glasrud Fellowship Grants
MEETING DATE: March 5, 2018
SUGGESTED DISPOSITION: Informational Item
CONTACT PERSON(S): Dr. Wayne Kazmierczak, Superintendent

BACKGROUND:

The White Bear Lake Area Educational Foundation has approved six 2018 Glasrud Fellowship Grants, totaling \$12,500. Mary Dahle, Glasrud Fellowship Grants committee chair, will be present at the School Board meeting to provide information about the Glasrud Fellowship Grants and answer questions.

1) **“Educating Mindful Minds”** – Mary Maloy and Krisi Joesting (Oneka Elementary)

The Educating Mindful Minds Conference, April 19-21 in New York, New York focuses on the latest brain and learning research and its implications on education. Mary and Kristi hope to gain new knowledge and tools to specifically help students with anxiety, executive deficits, ADHD and depression.

2) **“Spanish Revitalization”** – Kristi Holman (Central Middle School)

Kristi will enroll in the Intensa Language Institute in San Jose, Costa Rica from June 17 – July 7. She will stay with a host family, attend Spanish classes 4 hours per day and 2 hours of private lessons per day. She says, “Improving my Spanish language proficiency will empower me to be a more effective teacher and colleague”.

3) **“Google Certified Innovator Academy”** – Ryan Clark (North Campus)

This grant will allow Ryan to launch an innovative project at a three day workshop and then participate in ongoing learning and development opportunities through a Google for Education Innovation Academy cohort for a year.

4) **“Nature Preschool Conference”** – Jenny Hanlon (Normandy Park)

The Natural Start Alliance conference, August 1-4, in Chicago focuses on best practices in immersing nature into preschool. For the past two years Jenny has been

involved with MN Children and Nature Connection that is seeking to build awareness of the developmental, social-emotional and health benefits of connecting children and families to the natural world.

- 5) **“The Arc of the Moral Universe”** – Tiffany Dittrich, Cathy Olson (North Campus – Social Justice)

This is a road trip through Georgia, Mississippi, Alabama, Arkansas and Tennessee from July 22-August 2. This ten-day trip will include visiting key sites from within the African American struggle for Civil Rights in the United States. This experience will allow Tiffany and Cathy to be able to better converse with their Justice League students, and to plan a possible trip with students in the future to explore this area of the United States.

- 6) **“Mindset Mathematics Workshop”** – Gregory Hjelm (Lincoln)

This professional development focuses on mindset mathematics content and pedagogy and takes place at Stanford, May 14-15 or September 10-11. This workshop explains how to build a mathematical mindset community giving students open ended, high level mathematical problems that allow them to show their creativity and knowledge. Students will gain confidence and self-belief through praise of their efforts and ideas instead of belief of their abilities in mathematics.

GRAND TOTAL: \$12,500

AGENDA ITEM: **Superintendent's Report**
MEETING DATE: **March 5, 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: **Policy 410, Family and Medical Leave Policy**
MEETING DATE: **March 5, 2018**
SUGGESTED DISPOSITION: **Discussion Item**
CONTACT PERSON(S): **Mitch Cooper, Director of Human Resources**

BACKGROUND:

School Board Policy 410, Family and Medical Leave Policy, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy had minor changes to sections I and II; in section III letters D and I were added; and section IV changes to 5b (1-4) and B Twelve-week Leave under State Law had major changes.

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and Parenting Leave Act as well as Military Family Leave Act.

RECOMMENDATION:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 9 School Board meeting agenda or a subsequent meeting for action.

Adopted: April 29, 1996
Revised: May 9, 2005
Revised: September 14, 2009
Annual Review: August 8, 2011
Annual Review: September 10, 2012
Annual Review: October 13, 2014

*White Bear Lake Area
School District #624 Policy 410*

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law Parenting Leave Act as well as Military Family Leave Act.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws as well as Military Family Leave Act.

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B). Deployment to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the United States, including international waters.

B. “Covered service member” means:

1. A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation,

or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; and

2. A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 month of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.

D. “Military caregiver leave” means leave taken to care for a covered service member or a veteran of the Armed Forces with a serious injury or illness.

~~D.~~ E. “Next of kin of a covered service member” means the nearest blood relative other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member’s next of kin, and the employee may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin.

~~E.~~ F. “Outpatient status” means, with respect to a covered service member, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or
2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

F.G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
2. to attend military events and related activities of a covered military member;
3. to address issues related to childcare and school activities of a covered military member’s child;
4. to address financial and legal arrangements for a covered military member;
5. to attend counseling provided by someone other than a healthcare provider for oneself, a covered military member, or his/her child;
6. to spend up to five fifteen calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
7. to attend post-deployment activities related to a covered military member; and
8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

G.H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a healthcare provider.

I. “Spouse: means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

H. J. “Veteran” has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave.

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth or adoption of the employee’s child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition;
 - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; and/or
 - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces
2. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a healthcare provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.
5. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and

b. a "serious injury or illness," in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth

and care of a newborn child or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition; or because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a healthcare provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second healthcare providers differ, the school district may require certification from a third healthcare provider at the school district's expense. An employee may also be required to present a certification from a healthcare provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered service member being on covered_active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the healthcare provider.

11. The school district may require that a request for leave under Paragraph IV. A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the School Board periodically for review.

The school district shall comply with written notice requirement as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Six-week Leave.Twelve-week Leave under State Law

~~An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a or IV.A.1.b. above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half fulltime equivalent. This leave is~~

~~separate and exclusive of the family and medical leave described in the preceding paragraphs.~~

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.A. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full-time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six week service member Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall be available only during a single 12-month period. For purpose of this leave, the need to care for a service member includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered service member and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after

placement; to care for the employee's parent with a serious health condition; or to care for a covered service member with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the healthcare provider of the covered service member and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., and IV.A.12., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES.

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a trimester or semester may be required to extend the leave through the end of the trimester or semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a trimester or semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the trimester or semester.

2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a trimester or semester, the school district may require that the leave be continued until the end of the trimester or semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the trimester or semester.
 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of a trimester or semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the trimester or semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. pt. 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

AGENDA ITEM: **Policy 805, Waste Reduction and Recycling**
MEETING DATE: **March 5, 2018**
SUGGESTED DISPOSITION: **Discussion Item**
CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for
Finance and Operations**

BACKGROUND:

School Board Policy 805, Waste Reduction and Recycling, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy had major changes throughout the policy to bring it up to date with current statutes and laws.

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and the establishment of a program of education to develop an awareness of environmentally sound waste management. (Minn. Stat. § 115A.15, Subd. 1)

RECOMMENDATION:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 9 School Board meeting agenda or a subsequent meeting for action.

805 WASTE REDUCTION AND RECYCLING

I. PURPOSE

The purpose of this policy is to establish a resource recovery program to promote the reduction of waste, the separation and recovery of recyclable and reusable commodities, the procurement of recyclable commodities and commodities containing recycled materials, the disposition of waste materials and the establishment of a program of education to develop an awareness of environmentally sound waste management. (Minn. Stat. § 115A.15, Subd. 1)

II. GENERAL STATEMENT OF POLICY

~~It is the policy of the~~ The policy of the school district is to comply with all state laws relating to waste management and to make resource conservation an integral part of the physical operations and curriculum of the school district.

III. DEFINITIONS

- A. “Lamp recycling facility” means a facility operated to remove, recover, and recycle for reuse mercury or other hazardous materials from fluorescent or high intensity discharge lamps. (Minn. Stat. § 116.93, Subd. 1)
- BA. “Mixed municipal solid waste” means garbage, refuse, ~~source-separated compostable materials~~ and other solid waste but does not include auto hulks, street sweepings, ash, construction debris, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters and other materials collected, processed, and disposed of as separate waste materials streams. (Minn. Stat. § 115A.03, Subd. 21)
- C.B. “Packaging” means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product and includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels. (Minn. Stat. § 115A.03, Subd. 22b)
- ~~C. “Packing materials” means loose foam material, other than an exterior packaging shell, that is used to stabilize, protect, cushion, or brace the contents of a package. (Minn. Stat. § 16B.123, Subd. 2)~~
- D. “Post consumer materials” means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item. (Minn. Stat. § 115A.03, Subd. 24b)

- E. “Rechargeable battery” means a sealed nickel-cadmium battery, a sealed lead acid battery, or any other rechargeable battery, except certain dry cell batteries or a battery exempted by the Commissioner of the Pollution Control Agency (PCA) (Commissioner). (Minn. Stat. § 115A.9157)
- FE. “Recyclable commodities” means materials, pieces of equipment, and parts that are not reusable but which contain recoverable resources. (Minn. Stat. § 115A.15, Subd. 1a(a))
- GF. “Recyclable materials” means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, ~~and~~ batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material. (Minn. Stat. § 115A.03, Subd. 25a)
- H.G. “Recycling” means the process of collecting and preparing recyclable materials and reusing the materials in their original form that do not cause the destruction of recyclable materials in a manner that precludes further use. (Minn. Stat. § 115A.03, Subd. 25b)
- I.H. “Resource conservation” means the reduction in the use of water, energy and raw materials. (Minn. Stat. § 115A.03, Subd. 26a)
- J.I. “Reusable commodities” means materials, pieces of equipment, parts, and used supplies that can be reused for their original purpose in their existing condition. (Minn. Stat. § 115A.15, Subd. 1a(b))
- K.J. “Source-separated compostable materials” means ~~mixed solid waste~~ materials that:
1. ~~is~~ are separated at the source by waste generators for the purpose of preparing ~~it~~ them for use as compost;
 2. ~~is~~ are collected separately from ~~other~~ mixed municipal solid wastes and are governed by state licensing provisions;
 3. ~~is~~ are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the ~~director~~ Commissioner has determined that no other person is willing to accept the paper for recycling; ~~and~~
 4. ~~is~~ are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the ~~agency’s~~ PCA’s class I or class II, or equivalent, compost standards and where process ~~residues~~ rejects do not

exceed 15 percent by weight of the total material delivered to the facility;
and
(Minn. Stat. § 115A.03, Subd. 32(c))

5. may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility unless the Commissioner determines that no other person is willing to accept the materials.

(Minn. Stat. § 115A.03, Subd. 32a)

L.K. “Waste reduction” or “source reduction” means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:

1. reusing the product in its original form;
2. increasing the life span of a product;
3. reducing material or the toxicity of material used in production or packaging; or
4. changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

(Minn. Stat. § 115A.03, Subd. 36ab)

IV. WASTE DISPOSAL

A. The school district will attempt to decrease the amount of waste consumable materials by:

1. reduction of the consumption of consumable materials whenever practicable;
2. full utilization of materials prior to disposal;
3. minimization of the use of non-biodegradable products whenever practicable.

B. Each school district facility ~~will have containers for~~ shall also collect at least three ~~of the following~~ recyclable materials such as, but not limited to, the following: paper, glass, plastic and metal. (Minn. Stat. § 115A.151)

C. The school district will transfer all recyclable materials collected to a recycler and, to the extent practicable, cooperate with, and participate in, recycling efforts being made by the city and/or county where the school district is located. (Minn. Stat. § 115A.151)

D. Prior to entering into a contract for the management of mixed **municipal** solid waste, the school district will determine whether the disposal method provided for in the contract is equal to or better than the waste management practices currently employed in the county or district plan in the county where the school district is located and whether the contract is consistent with the solid waste plan. If the waste management method provided for in the contract is ranked lower than the waste management practices employed by the county or district, the school district will:

1. determine the potential liability to the school district and its taxpayers for managing waste in this manner;
2. develop and implement a plan for managing the potential liability; and
3. submit the information in (1) and (2) above to the Pollution Control Agency (**PCA**).

If the contract is inconsistent with the county plan or if the school district's waste management activities are inconsistent with the county plan, the school district should obtain the consent of the district **counties** prior to entering into a binding contract or developing or implementing inconsistent solid waste management activities. (Minn. Stat. § **115A.46, Subd. 5; Minn. Stat. § 115A.471; Minn. Stat. § 458D.07, Subd. 4** ~~115A.471; Minn. Stat. § 458D.07, Subd. 4~~)

E. The school district may not knowingly place motor oil, brake fluid, power steering fluid, transmission fluid, motor oil filters, or motor vehicle antifreeze, other than small amounts of antifreeze contained in water used to flush the cooling system of a vehicle after the antifreeze has been drained and does not include de-icer that has been used on the exterior of a vehicle, in or on:

1. ~~the land; or~~
2. ~~the waters of the state or in a storm water or waste water collection system unless the school district purchases or uses an annual average of over 150 gallons of motor vehicle antifreeze per month for on-site installation and places the uses antifreeze in a waste water collection system that includes a publicly owned treatment works that is permitted by law.~~

1. **solid waste or solid waste management facility other than a recycling facility or household hazardous waste collection facility;**

2. **the land unless approved by the PCA; or**

3. **the waters of the state, an individual sewage treatment system, or in a storm water or wastewater collection or treatment system unless:**

- a. permitted to do so by the operator of the system and the PCA;
- b. the school district generates an annual average of less than 50 gallons of waste motor vehicle antifreeze per month; and
- c. the school district keeps records of the amount of waste antifreeze generated, maintains these records on site and makes the records available for inspection for a minimum of three years following generation of the waste antifreeze.

(Minn. Stat. § 115A. Intermediate School District No. 916)

F. The school district may not place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

- 1. in solid waste; or
- 2. in a wastewater disposal system.

(Minn. Stat. § 115A.932, Subd. 1(a))

G. The school district may not knowingly place mercury or a thermostat, thermometer, electric switch, appliance, gauge, medical or scientific instrument, fluorescent or high-intensity discharge lamp, electric relay, or other electrical device from which the mercury has not been removed for reuse or recycling:

- 1. in a solid waste processing facility; or
- 2. in a solid waste disposal facility.

(Minn. Stat. § 115A.932, Subd. 1(b))

H. The school district will recycle a fluorescent or high-intensity discharge lamp by delivery of the lamp to a lamp recycling facility or to a facility that collects and stores lamps for the purpose of delivering them to a lamp recycling facility, including, but not limited to, a household hazardous waste collection or recycling facility, retailer take-back and utility provider program sites, or other sites designated by an electric utility under Minn. Stat. § 216B.241, Subds. 2 and 4. (Minn. Stat. § 115A.932, Subd. 1(c))

I. The school district may not place a lead acid battery in mixed municipal solid waste or dispose of a lead acid battery. The school district also may not place in mixed municipal solid waste a dry cell battery containing mercuric oxide electrode, silver oxide electrode, nickel-cadmium, or sealed lead-acid. The school district also may not place in mixed municipal solid waste a rechargeable battery, a rechargeable battery pack, a product with a nonremovable rechargeable battery, or a product

powered by rechargeable batteries or rechargeable battery pack, from which all batteries or battery packs have not been removed. (Minn. Stat. § 115A.915; Minn. Stat. § 115A.9155, Subd. 1; Minn. Stat. § 115A.9157, Subd. 2)

J. The school district may not place yard waste:

1. in mixed municipal solid waste;
2. in a disposal facility;
3. in a resource recovery facility, except for the purposes of reuse, composting, or cocomposting; or
4. in a plastic bag unless exempt as specified in Minn. Stat. § 115A.931(c), (d), or (e).

(Minn. Stat. § 115A.931)

K. The school district may not place a telephone directory:

1. in solid waste;
2. in a disposal facility; or
3. in a resource recovery facility, except a recycling facility.

(Minn. Stat. § 115A.951, Subd. 2)

L. The school district may not:

1. place major appliances in mixed municipal solid waste; or
2. dispose of major appliances in or on the land or in a solid waste processing or disposal facility.

(Minn. Stat. § 115A.9561)

M. The school district may not place in mixed municipal solid waste an electronic product containing a cathode-ray tube. (Minn. Stat. § 115A.9565)

N. The school district, on its own or in cooperation with others, may implement a program to collect, process, or dispose of household batteries. The school district may provide financial incentives to any person, including public or private civic groups, to collect the batteries. (Minn. Stat. § 115A.961, Subd. 3)

V. PROCUREMENT OF RECYCLED COMMODITIES AND MATERIALS

- A. When practicable and when the price of recycled materials does not exceed the price of nonrecycled materials by more than ten percent, the school district may purchase recycled materials. In order to maximize the quantity and quality of recycled materials purchased, the school district may also use other appropriate procedures to acquire recycled materials at the most economical cost to the school district. (Minn. Stat. § ~~16B.122, Subd. 3a~~ **16C.073, Subd.3(a)**)

- B. When purchasing commodities and services, the school district will apply and promote waste management practices with special emphasis on the reduction of the quantity and toxicity of materials in waste. (Minn. Stat. § ~~16B.122, Subd. 3b~~ **16C.073, Subd.3(b)**)

- C. Whenever practicable, the school district will:
 - 1. purchase uncoated **copy paper**, office paper and printing paper unless the coated paper is made with at least 50 percent postconsumer material;
 - 2. purchase recycled content **copy** paper with at least ~~ten~~ **30** percent postconsumer material by weight **and purchase office and printing paper with at least 10 percent postconsumer material by weight;**
 - 3. purchase paper which has not been dyed with colors, excluding pastel colors;
 - 4. purchase recycled content **copy, office and printing** paper that is manufactured using little or no chlorine bleach or chlorine derivatives;
 - 5. ~~use no more than two colored inks, standard or processed, except in formats where they are necessary to convey meaning;~~
 - 5.6. use reusable binding materials or staples and bind documents by methods that do not use glue;
 - 6.7. use soy-based inks;
 - 7. **purchase printer or duplication cartridges that:**
 - a. **have 10 percent post-consumer material; or**
 - b. **are purchased as remanufactured; or**
 - c. **are backed by a vendor-offered program that will take back the printer cartridges after their useful life, ensure that the cartridges are recycled, and comply with the definition of recycling in Minn. Stat. § 115A.03, Subd. 25b;**

8. produce reports, publications and periodicals that are readily recyclable;
9. print documents on both sides of the paper where commonly accepted publishing practices allow; and
10. purchase ~~copier paper that contains at least ten percent post consumer material by fiber content~~ paper which has been made on a paper machine located in Minnesota.

(Minn. Stat. § ~~16B.122~~ 16C.073, Subd. 2)

- D. ~~Whenever technically feasible, the school district will purchase and use degradable loose foam packing materials manufactured from vegetable starches or other renewable resources, unless the cost of the packing material is more than ten percent greater than the cost of packing material made from nonrenewable resources. (Minn. Stat. § 16B.123, Subd. 1)~~ The school district may not use a specified product included on the prohibited products list published in the State Register. (Minn. Stat. § 115A.9651)
- E. ~~Whenever practicable, the school district will specify use of degradable loose foam packing material in contracting for purchase of packaged products, unless the cost of packaging a product with loose foam packing material is more than ten percent greater than the cost of packaging the product with loose foam packing material made from nonrenewable resources. (Minn. Stat. § 16B.123, Subd. 3)~~
- F. ~~The school district may not use any ink, dye, pigment, paint, or fungicide, other than those used as art supplies, manufactured after September 1, 1994, where lead, cadmium, mercury, or hexavalent chromium has been used as an element during the manufacturing or distribution of the item in a concentration which exceeds 100 parts per million. (Minn. Stat. § 115A.9651)~~
- E.G. In developing bid specifications, the school district will consider the extent to which a commodity or product is durable, reusable or recyclable, and marketable through applicable local or regional recycling programs and the extent to which the commodity or product contains postconsumer material. (Minn. Stat. § ~~16B.122, Subd. 3b~~ 16C.073, Subd. 3(b))
- F.H. When a project involves the replacement of carpeting, the school district may require all persons who wish to bid on the project to designate a carpet recycling company in their bids. (Minn. Stat. § ~~16B.122, Subd. 3b~~ 16C.073, Subd. 3(b))

VI. OTHER

~~It is~~ The policy of the school district to actively advocate, where appropriate, for resource

conservation practices to be adopted at the local, regional and state levels.

- Legal References:** Minn. Stat. § ~~16B.122~~ 16C.073 (Purchase and Use of Paper Stock; Printing)
Minn. Stat. § 115A.03 (Definitions)
Minn. Stat. § 115A.15 (State Government Resource Recovery)
Minn. Stat. § 115A.151 (State and Local Facilities)
Minn. Stat. § 115A.46 (Requirements)
Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)
Minn. Stat. § 115A.915 (Lead Acid Batteries; Land Disposal Prohibited)
Minn. Stat. § 115A.9155 (Disposal of Certain Dry Cell Batteries)
Minn. Stat. § 115A.9157 (Rechargeable Batteries and Products)
Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)
Minn. Stat. § 115A.931 (Yard Waste Prohibition)
Minn. Stat. § 115A.932 (Mercury Prohibition)
Minn. Stat. § 115A.951 (Telephone Directories)
Minn. Stat. § 115A.9561 (Major Appliances)
Minn. Stat. § 115A.9565 (Cathode-Ray Tube Prohibition)
Minn. Stat. § 115A.961, Subd. 3 (Household Batteries; Collection, Processing, and Disposal)
Minn. Stat. § 115A.9651 (Listed Metals in Specified Products, Enforcement)
Minn. Stat. § 116.93, Subd. 1 (Lamp Recycling Facilities)
Minn. Stat. § 216B.241, Subds. 2 and 4 (Energy Conservation Improvement)
Minn. Stat. § 458D.07 (Sewage Collection and Disposal)
National Solid Waste Management Ass'n v. Williams, et al., 966 F.Supp. 844 (D. Minn. 1997)
~~Minn. Stat. § 16B.123 (Packing Materials)~~
~~Minn. Stat. § 115A.03 (Definitions)~~
~~Minn. Stat. § 115A.15 (State Government Resource Recovery)~~
~~Minn. Stat. § 115A.151 (State and Local Facilities)~~
~~Minn. Stat. § 115A.471 (Public Entities; Management of Solid Waste)~~
~~Minn. Stat. § 115A.916 (Motor Vehicle Fluids and Filters; Prohibitions)~~
~~Minn. Stat. § 115A.9651 (Toxics in Specified Products, Enforcement)~~
~~Minn. Stat. § 458D.07 (Sewage Collection and Disposal)~~

Cross References:

AGENDA ITEM: **Policy 806, Crisis Management Policy**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Discussion Item**

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

BACKGROUND:

School Board Policy 806, Crisis Management Policy, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading.

This policy had changes throughout to bring the policy up to date with current statutes and laws. After updating this policy, it is recommended by the School Board Policy Committee and Cabinet that Policy 804, Bomb Threats, and Policy 803, Warning Systems and Emergency Plans, be eliminated since they are incorporated in Policy 806, Crisis Management Policy.

The purpose of this Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members as to how to address a wide range of potential crisis situations in the school district. This policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation in the school district. Pursuant to this policy, tailored crisis management plans will be developed for each school building in the school district and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with first responders and other relevant community organizations. The school district will ensure that relevant first responders in the community have access to the district's crisis management plan, heretofore referred to as the "Emergency Response Plan," and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

RECOMMENDATION:

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the April 9 School Board meeting agenda or a subsequent meeting for action.

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members as to how to address a wide range of potential crisis situations in the school district. This policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation in the school district. Pursuant to this policy, tailored crisis management plans will be developed for each school building in the school district and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with first responders and other relevant community organizations. The school district will ensure that relevant first responders in the community have access to the district's crisis management plan, heretofore referred to as the "Emergency Response Plan," and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy and Emergency Response Plan has been created in consultation with local community response agencies and other appropriate individuals and groups likely to be involved in assisting with a school emergency. It is designed so that each building administrator can tailor a crisis management plan to meet that building's specific situation and needs.

The school district administration shall present the district's Emergency Response Plan to the school board for review and approval. This district Emergency Response Plan and resultant building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon approval by the school board, the Emergency Response Plan and the Crisis Management Policy, will be maintained on an annual basis.

B. Elements of the District Crisis Management Plan

1. General Crisis Procedures. The district's Emergency Response Plan includes general crisis procedures for securing the building, classroom evacuation, building evacuation, campus evacuation, and sheltering. It

designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating the building-specific crisis management plans. A communication system will be in place to enable the designated individual(s) to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual(s), the provision of designee(s) when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Finally, all crisis procedures will address specific procedures for children with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. Lockdown Procedures. Lockdown procedures will be used in situations ~~that may result in harm~~ where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespassing, disturbance, or at the discretion of the building administrator or designee. Each building administrator will submit lock-down procedures for their building as part of their building specific crisis management plan.

[Note: State law requires a minimum of five school lock-down drills each school year. See Minn. Stat. § 121A.035.]

- b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. Building plans should include specific evacuation procedures for individuals with special needs including those with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

[Note: State law requires a minimum of five school fire drills, consistent with Minn. Stat. §299F.30, and one school tornado drill each school year. See Minn. Stat. § 121A.035]

- c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change depending on the specific emergency. Each building administrator will submit sheltering

procedures as part of their building specific crisis management plan.

2. Crisis-Specific Procedures. The Emergency Response Plan includes crisis-specific procedures for potential crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.
3. School Emergency Response Teams
 - a. Composition. The building administrator in each school building will select a **Building Emergency Response Team (BERT)** ~~crisis response team~~ trained to respond in an emergency. All team members will receive ongoing training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For the purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members and update it annually. A copy of the list will be kept on file in the school district office.
 - b. Leaders. The building administrator or designee serves as the leader of the crisis response team and the principal contact for emergency response officials. When they are present, emergency response agents may elect to take command and control of the situation. It is critical in this situation that school officials assume a resource role and are available to the emergency response personnel.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district Crisis Management Policy and Emergency Response Plan as well as their own building's crisis management plan. Employees will receive a copy of the relevant building-specific crisis management plans and shall

receive periodic training on plan implementation.

2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific Crisis Management Plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located, the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe area both inside and outside of the building.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g. lunchtime, recess, and during assemblies. State law requires a minimum of five drills each school year, consistent with Minn. §299F.30. See Minn. Stat. § 299F.30. See Minn. Stat. §121A.035.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will

designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut-offs. All facility diagrams and site plans will be regularly updated and whenever a major change is made to a building. Facility diagrams and site plans will be available in the office of the building administrator and in appropriate areas and will be kept on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office and will be updated annually.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and external use. It is recommended that the plan include several methods of communication because computers, intercoms, telephone, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning Systems

The school district shall maintain a warning system designed to inform students, staff and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school district buildings.

It shall be the responsibility of the building administrator to inform students and employees of the warning system and the means by which the system is used to identify the specific crisis or emergency involved. The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a

specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing a school or any school district building as early in the day as possible. The early school closure procedures will set forth criteria for early school closure (e.g. weather related, utility failure, or a crisis situation), and will specify how closure decisions will be communicated to staff, students, families and the school community (designated broadcast media, local authorities, e-mail, parent notification systems, district or school web sites), and will discuss the factors to be considered in closing or reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Grief Counseling Procedures Behavioral Health Crisis Intervention Procedures

~~The district will prepare a grief counseling plan utilizing available resources including the school psychologist, counselor, community grief counselors, or others in the community. Grief counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide.~~

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps.

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.

2. Designate specific rooms as private counseling areas.
3. Escort siblings and class friends of any victim as well as others in need of emotional support to the counseling areas.
4. Prohibit media from interviewing or questioning students or staff.
5. Provide follow-up services to student and staff who receive counseling.
6. Resume normal school routines as soon as possible.

IV. CRISIS AREAS COVERED BY THE DISTRICT EMERGENCY RESPONSE PLAN

The district Emergency Response Plan provides procedures for addressing the following crises, but not limited to:

- A. Abduction or Kidnapping
- B. Assault
- C. Bomb Threat
- D. Burglary/Vandalism
- E. Civil Disturbance/Demonstration
- F. Community Emergency/Warning
- G. Dangerous Weapons
- H. Death of a Student/Staff
- I. Fire Emergency
- J. Hazardous Materials
- K. Hostage Situation
- L. Intruder
- M. Medical Emergency
- N. Shooting
- O. Suicide Student/Staff

- P. Terrorist Threat
- Q. Utility Emergency
- R. Vehicle/Bus Accident
- S. Weather Emergency

Building-specific crisis management plans will include such procedures and any other appropriate procedures.

V. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures that regulate visitors and mandate visitor sign-in ~~and visitors~~ in school buildings. See District Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

Legal References: 42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance) Minn. Stat. Ch. 12 (Emergency Management)
 Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
 Minn. Stat. § 121A.035 (Crisis Management Policy)
 Minn. Stat. § 299F.30 (Fire Drill in School)
 Minn. Stat. § 299F.391 (Health Care, Education, or Lodging Facility) Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property) Minn. Rules Part 7510 (Fire Safety)
 Title IX, Part E, Subpart 2, Section 9532 (~~No Child Left Behind~~ Every Student Succeeds Act)
 20 U.S.C. § 7912 (Unsafe School Choice Option)
40 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: WBLASB Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
 WBLASB Policy 413 (Harassment and Violence)

WBLASB Policy 501 (School Weapons Policy)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 532 (Use of Peace Officers and Crisis Teams to Remove
Students with IEPs from School Grounds)
WBLASB Policy 903 (Visitors to School District Buildings and Sites)

E. OPERATIONAL ITEMS

AGENDA ITEM: **Action on Awarding the Sale of Facilities Maintenance Bonds**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Superintendent;**
Tim Wald, Assistant Superintendent for Finance & Operations;
Tom Wieczorek, Director of Finance

BACKGROUND:

At the February 12, 2018 School Board meeting, the School Board adopted a resolution stating the intent to issue general obligation facilities maintenance bonds in the total principal amount not to exceed \$16.13 million pursuant to Minnesota Statutes, Section 123B.59. The proceeds of the bonds will be used to fund the costs of projects at various District facilities as included in the District's ten-year facility plan.

Shelby McQuay from Ehlers, Inc., the District's municipal advisors, was in attendance at the February 12, 2018 School Board meeting to present a pre-sale report related to the proposed bond issuance. Ms. McQuay and/or her colleagues Mr. Greg Crowe and Mr. Gary Olson will be in attendance at the March 5, 2018 School Board meeting to review the bid tabulation and to guide the School Board through the sale of the bonds.

Recommended Action: Move to approve the *Resolution Awarding the Sale, Determining the Form and Details, Authorizing the Execution, Delivery, and Registration, and Providing for the Payment of General Obligation Facilities Maintenance Bonds, Series 2018A.*

CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION
FACILITIES MAINTENANCE BONDS, SERIES 2018A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS)
WHITE BEAR LAKE, MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on March 5,
2018, at 7:00 o'clock p.m., in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION AWARDING THE SALE, DETERMINING
THE FORM AND DETAILS, AUTHORIZING
THE EXECUTION, DELIVERY, AND REGISTRATION, AND PROVIDING
FOR THE PAYMENT OF GENERAL OBLIGATION
FACILITIES MAINTENANCE BONDS, SERIES 2018A**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this ____ day of March,
2018.

School District Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS)
STATE OF MINNESOTA

HELD: MARCH 5, 2018

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 624, State of Minnesota, was duly held on March 5, 2018, at 7:00 o'clock p.m.

It was reported that ____ proposals for the purchase of the General Obligation Facilities Maintenance Bonds, Series 2018A of the District had been received prior to 10:00 o'clock a.m., Central Time, pursuant to the Terms of Proposal contained in the Official Statement; that the proposals had been opened, read and tabulated; and that the best proposal of each proposal maker was determined to be as follows:

SEE ATTACHED

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING THE SALE, DETERMINING
THE FORM AND DETAILS, AUTHORIZING
THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING
FOR THE PAYMENT OF GENERAL OBLIGATION
FACILITIES MAINTENANCE BONDS, SERIES 2018A**

BE IT RESOLVED by the School Board of Independent School District No. 624,

State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. At a meeting held February 12, 2018, this Board determined to sell and issue general obligation bonds of Independent School District No. 624 (the "Issuer" or the "District") in the total aggregate principal amount of not to exceed \$16,130,000 (the "Bonds"). Said bonds shall be issued to fund the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595, subdivision 5 and related financing costs. In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The Board has caused the Notice of Intent to Issue Bonds to Finance Certain Projects included in the District's approved ten-year facility plan to be published in the official newspaper of the District as required by Minnesota Statutes, Section 123B.595, subdivision 5, clause (b).

1.02 Sale. The Board, having been advised by Ehlers & Associates, Inc. its independent municipal advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. The Board has publicly received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is ascertained to be that of _____ (the "Purchaser") to purchase the Bonds at a price of \$_____, plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Bonds is hereby awarded to said Purchaser.

1.03 Execution of Documents. The Chair and Clerk are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser.

1.04 Compliance with Law. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to provide for the issuance of the Bonds forthwith.

1.05 Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

1.06 Facilities Maintenance Bonding and Levy Program. The District hereby covenants and obligates itself to comply with the provisions of Minnesota Statutes, Section 123B.595, and any continuing obligations specified therein, including the requirements relating to annually updating its ten-year facility plan, submitting its facility maintenance plan to the Commissioner annually or as otherwise required, and accounting as required thereunder.

Section 2. Bond Terms.

2.01 Designation; Registration; Denomination; Maturities. The \$ _____ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Facilities Maintenance Bonds, Series 2018A, shall be dated March 29, 2018, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid or duly called for redemption at the rates per annum set forth below opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The amounts specified above are hereby adopted and approved as so adjusted. The Bonds maturing in the years ____ and ____ are term bonds subject to mandatory redemption in the years and principal amounts as specified in paragraph 2.04(b).

These maturities, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payments. Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing February 1, 2019. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

2.03 Use of Global Book-Entry System.

(a) Description of System. In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on its own books and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

(b) Designation of Depository; Approval of Blanket Issuer Letter of Representations. The Depository Trust Company ("DTC") of New York, New York, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds issued hereunder in global book-entry form. There has been submitted to this Board a form of letter of representations (the "Blanket Issuer Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. This Blanket Issuer Letter of Representations is hereby approved. The Chair or the Clerk is hereby authorized and directed to execute the Blanket Issuer Letter of Representations in substantially the form attached hereto as EXHIBIT C, if such a letter of representations has not already been executed, with only such variations therein as may be required to complete the Blanket Issuer Letter of Representations, or which are not, in the opinion of Bond Counsel, materially adverse to the interests of the Issuer. Execution of the Blanket Issuer Letter of Representations by such official shall be conclusive evidence as to the necessity and propriety of such changes and their approval by Bond Counsel. So long as DTC is the Depository or it or its nominee is the Holder of any Global Certificate, the District shall comply with the provisions of the Blanket Issuer Letter of Representations, as it may be amended or supplemented by the District from time to time with the agreement or consent of DTC.

(c) Global Certificates. Upon their original issuance, the Bonds will be issued in the form of a single Global Certificate for each maturity which shall represent the aggregate principal amount of the Bonds due on a particular maturity date (the "Global Certificates"). The Global Certificates will be originally issued and fully registered as to principal and interest in the name of Cede & Co., as nominee of DTC. The Global Certificates will be deposited with the Depository by the Purchaser and will be immobilized as further provided herein. No beneficial owners of interest in the Bonds will receive certificates representing their respective interests in the Bonds except as provided below in clause (e) of this Paragraph 2.03. Except as

so provided, during the term of the Bonds, beneficial ownership (and subsequent transfers of beneficial ownership) of interests in the Global Certificates will be reflected by book entries made on the records of the Depository and its participants and other banks, brokers, and dealers participating in the National System. The Depository's book entries of beneficial ownership interest are authorized to be in integral increments of \$5,000, despite the larger authorized denominations of the Global Certificates. Payment of principal of, premium, if any, and interest on the Global Certificates will be made to the Bond Registrar as paying agent, and in turn by the Bond Registrar to the Depository or its nominee as registered owner of the Global Certificates. The Depository, according to the laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

(d) Immobilization of Global Certificates by the Depository. Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

(e) Transfer or Exchange of Global Certificates; Substitute Depository; Replacement Bonds.

Global Certificates evidencing the Bonds may not, after their original delivery, be transferred or exchanged except:

(i) Upon exchange of a Global Certificate after a partial redemption, if authorized in Paragraph 2.04 of this resolution;

(ii) To any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to subclause (iii) of this clause (e); provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out

its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

In the event of the designation of a Substitute Depository as authorized by this clause (e), the Bond Registrar, upon presentation of the Global Certificates, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this resolution. The Blanket Issuer Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.04 Redemption. (a) Optional Redemption. The Issuer may elect on February 1, 2026, and on any date thereafter, to prepay Bonds due on or after February 1, 2027, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

(b) Mandatory Redemption. (1) The Bonds maturing in the year _____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year ____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year ____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year ____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(2) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year ____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year ____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year ____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(c) **Redemption of Global Certificates.** Upon a partial redemption in the aggregate principal amount of a Global Certificate which results in the stated amount thereof being reduced, the Holder may in its discretion make a notation of such redemption on the panel provided on the Global Certificate stating the amount so redeemed, or may return the Global Certificate to the Bond Registrar in exchange for a new Global Certificate authenticated by the Bond Registrar, in proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Global Certificate outstanding, unless the Bond Registrar has signed the appropriate column of the panel.

(d) **Redemption of Replacement Bonds.** To effect a partial redemption of Replacement Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Replacement Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Replacement Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Replacement Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Replacement Bonds to be redeemed. The Replacement Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Replacement Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 of principal amount for each number assigned to it and so selected. If a Replacement Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Replacement Bond, without service charge, a new Replacement Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Replacement Bond so surrendered.

(e) **Notice of Redemption of Global Certificates and Replacement Bonds.** The Bond Registrar shall call Bonds for redemption and payment as herein provided upon receipt by the Bond Registrar of a request of the Issuer. The request shall be in written form. The request shall specify the principal amount of Bonds to be called for redemption, the redemption date and the redemption price.

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of

Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) the redemption date;
- (ii) the redemption price;
- (iii) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (iv) that on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and
- (v) the place where such Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Bond Registrar).

Section 3. Form of Bonds.

The Bonds to be issued hereunder shall be in the form of Global Certificates unless and until Replacement Bonds are made available as provided herein.

3.01 Global Certificates. The Global Certificates to be issued hereunder, together with the Bond Registrar's Certificate of Authentication, the Register of Partial Payments, the form of Assignment, and the registration information thereon, shall be in substantially the form set forth in EXHIBIT A hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph, and may be typewritten rather than printed.

3.02 Replacement Bonds. If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial prepayment of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement

Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

Section 4. Execution; Delivery; Registration.

4.01 Appointment of Registrar. Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and the Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holder) of the Bonds in the manner set forth in the form of Global Certificate or Replacement Bond, as applicable, and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

4.02 Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the manual signatures of the Chair and Clerk of the School Board; provided, however that both of such signatures may be printed facsimiles, in which event the Bonds shall also be executed manually by the authenticating agent as provided in Minnesota Statutes, Section 475.55. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery. If the Issuer has adopted a corporate seal, it shall be omitted on the Bonds as permitted by law.

4.03 Authentication; Date of Registration. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until a Certificate of Authentication on such Bond, substantially in the form set forth in the form of Global Certificate or Replacement Bond, shall have been duly executed by the manual signature of an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds (Global Certificates) to the Purchaser, the Bond Registrar shall insert as the date of registration the date of original issue; and the executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

4.04 Transfer or Exchange. The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged as herein provided.

A Global Certificate shall be registered in the name of the payee on the books of the Bond Registrar by presenting the Global Certificate for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Global Certificate. Thereafter a Global Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until a Global Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted thereon by the Bond Registrar, all subject to the terms and conditions provided in this resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

At the option of the Holder of a Replacement Bond, Replacement Bonds may be exchanged for Replacement Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Replacement Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Replacement Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver the Replacement Bonds which the Holder making the exchange is entitled to receive. Global Certificates may not be exchanged for Global Certificates of smaller denominations.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered owner's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

4.05 Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Bond Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Bond Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Bond Registrar shall be named as obligees. All Bonds so surrendered to the Bond Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, lost, stolen or destroyed Bond has already matured, it shall not be necessary to issue a new Bond prior to payment.

4.06 Interest Payments; Record Dates. Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

4.07 Persons Deemed Owners. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever,

whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

4.08 Delivery. The Bonds when so prepared and executed shall be delivered by the Treasurer of the Issuer to the Purchaser thereof upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

Section 5. Debt Redemption Fund and Tax Levies.

5.01 Debt Redemption Fund. The Bonds and the interest thereon shall be payable from the Debt Redemption Fund of the Issuer, which shall be maintained by the Treasurer separate and apart from all other funds of the Issuer so long as any Bonds issued hereunder may be outstanding and unpaid. Money in the Debt Redemption Fund shall be used for no purpose other than payment of principal and interest on obligations of the Issuer, including Bonds issued pursuant to this resolution. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Redemption Fund to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer, and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds. The proceeds of all taxes levied pursuant to this resolution, \$_____ of premium received from the Purchaser of the Bonds, and all other moneys received for or appropriated to the payment of the Bonds and interest thereon shall be paid into the Debt Redemption Fund. The Board hereby appropriates such amounts as necessary to pay the amounts needed to meet, when due, the principal and interest on the Bonds and, if necessary, authorizes the transfer of such amounts so appropriated from its general fund reserve for long-term facilities maintenance to its debt redemption fund.

5.02 Pledge of Full Faith and Credit; Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Sections 123B.595 and 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls, as a part of other general taxes of the Issuer, for collection in the years and in the amounts as specified on the levy

computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph. The tax levies provided in this paragraph are such that, if collected in full they, together with estimated collections of other revenues pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

5.025 Levy Reductions. If the District's debt service revenue required to pay principal and interest on its facilities maintenance bonds issued pursuant to Minnesota Statutes, Section 123B.595 for any fiscal year exceeds the District's authorized long-term facilities maintenance revenue for the same fiscal year, the District's authorized general fund levy for that same fiscal year must be reduced by the amount of the excess.

5.03 Investment Restrictions. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Fund or Debt Redemption Fund (or any other District account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

5.04 Construction Fund. The proceeds of the bonds not appropriated to the Debt Redemption Fund as provided in Paragraph 5.01 hereof shall be credited to the Issuer's Construction Fund and be used to pay costs incurred for projects and related financing costs included in the ten-year facility plan of the District approved by the Commissioner pursuant to Minnesota Statutes, Section 123B.595.

Section 6. Exemption from Rebate Requirements.

6.01 Declaration of Exemption. For purposes of compliance with the requirements of Section 148(f)(4)(C) of the Code, the Board hereby determines and declares that:

- (a) The Issuer is a governmental unit with general taxing powers;
- (b) The Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) Ninety-five percent of the net proceeds of the Bonds are to be used for the local government purposes of the Issuer; and
- (d) The Issuer will expend the Bond proceeds in such a manner and at such times as necessary to qualify for an exemption from the rebate requirements of the Code pursuant to Section 148(f)(4)(C) of the Code, as amended.
- (e) The Issuer reserves the right to treat the acquisition expenditures and the construction expenditures or portions thereof as separate issues for purposes of Section 148(f)(4)(C) of the Code. If it does so, it shall specify the expenditure limitations for each issue in greater detail in the arbitrage certification executed by the Chair and Clerk.

In order to account for the expenditure of the proceeds of the Bonds, all proceeds credited to the Construction Fund shall be maintained in one or more separate Construction Fund bookkeeping accounts in the financial records of the Issuer. All proceeds of the Bonds shall be expended from said accounts prior to any other moneys of the Issuer on hand and legally available for said expenditures. The books and accounts of the Issuer shall be maintained in such a manner as to demonstrate compliance with the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended.

6.02 Payment of Rebate. Notwithstanding the intention of the Issuer to expend the Bond proceeds to meet the expenditure requirements of Section 148(f)(4)(C) of the Code, as amended, if the Issuer fails to meet the expenditure requirements specified in that amended provision, the Issuer agrees to make such calculations and to make such rebate payments to the United States as and when required by said Section 148 and the regulations promulgated thereunder. In construing this Section 6, all terms used herein shall have the meanings provided in Section 148 of the Code and the regulations promulgated thereunder.

6.03 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Paragraph 5.03 hereof may be deemed inapplicable and of no force or effect if an opinion of Counsel is rendered to the Issuer by nationally recognized bond counsel to the effect that the failure to impose such requirement will not adversely affect the tax-exempt status of interest on the Bonds.

Section 7. Certifications, Designations, Defeasance, Arbitrage, Reporting.

7.01 Filing of Resolution; County Auditor Certificate. The Clerk is hereby authorized and directed to file with the County Auditor of each county in which the Issuer is located in whole or in part a certified copy of this resolution, together with such other information as said County Auditor shall require, and to obtain from said County Auditor a certificate that the tax required by law for the payment of said Bonds has been levied, and that said Bonds have been entered upon the County Auditor's Bond Register.

7.02 Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, or if prepayable, to an earlier date on which they may be called for redemption, a sum of cash or securities of the types described in Minnesota Statutes, Section 475.67, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the Issuer's option on such dates as shall be required to provide funds sufficient for this purpose.

7.03 Nondesignation as Qualified Tax-Exempt Obligations. The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during calendar year 2018 will exceed \$10,000,000. Thus, the Bonds of this issue are not designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

7.04 Authentication of Transcript. The officers of the Issuer and each said County Auditor are hereby authorized and requested to prepare and furnish to the Purchaser of said Bonds, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the Issuer relating to said Bonds and to the financial condition and affairs of the Issuer, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the facts recited therein.

7.05 Covenant to Continue Tax Exemption. The Issuer covenants and agrees with the Holders from time to time of the Bonds herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the United States Internal Revenue Code, the regulations promulgated thereunder, or any other applicable federal tax law or regulation; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to ensure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereafter amended or proposed.

7.06 Arbitrage Certification. The Chair and School District Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

7.07 Official Statement. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

7.08 Information Reporting. For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e) (2).

7.09 Payment of Issuance Expenses. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the District's municipal advisor, Ehlers & Associates, Inc.

7.10 Continuing Disclosure. The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Bonds and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the Electronic Municipal Market Access system ("EMMA"), the annual financial information specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing

Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

7.11 Nonbook-Entry Option. Notwithstanding any contrary provision of this resolution, if the option to allow the Bonds to be issued in a nonbook-entry format was included in the Terms of Proposal and if the Purchaser specified on the proposal form that the Bonds are not to be issued in global book-entry form, they shall then be issued in nonbook-entry format in registered form in the name of the Purchaser.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

(FORM OF GLOBAL CERTIFICATE)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY, ANOKA AND WASHINGTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS)

R- \$ _____

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND, SERIES 2018A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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MARCH 29, 2018

REGISTERED OWNER: CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 624, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in White Bear Lake, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing February 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any

successor paying agent duly appointed by the Issuer; provided, however, that upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion be paid without presentation of this Bond, and may make a notation on the panel provided herein of such redemption, stating the amount so redeemed, or may return the Bond to the Bond Registrar in exchange for a new Bond in the proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Issuer may elect on February 1, 2026, and on any date thereafter, to prepay Bonds due on or after February 1, 2027, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

Notice of Redemption. Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds. For this purpose, the Depository shall be the "Holder" as to Bonds registered in the name of the Depository or its nominee. In the event any of the Bonds are called for redemption, written notice thereof will be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used.

Replacement or Notation of Bonds after Partial Redemption. Upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion make a notation on the panel provided herein of such redemption, stating the amount so redeemed. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Otherwise, the Holder may surrender this Bond

to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595 and related financing costs, and all are issued pursuant to resolutions duly adopted by the School Board, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Denominations; Exchange; Resolution. The Bonds are issuable originally only as Global Certificates in the denomination of the entire principal amount of the issue maturing on a single date. Global Certificates are not exchangeable for fully registered Bonds of smaller denominations except in the event of a partial redemption as above provided or in exchange for Replacement Bonds if then available. Replacement Bonds, if made available as provided below, are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Replacement Bonds. Replacement Bonds may be issued by the Issuer in the event that (a) The Depository Trust Company ("DTC") of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer able to carry out

its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described in the Resolution might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 624 (White Bear Lake Area Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

March 29, 2018

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of
the Bonds described
in the within mentioned
Resolution.

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS)
WHITE BEAR LAKE, MINNESOTA

BOND TRUST SERVICES
CORPORATION
Bond Registrar

/s/ (Facsimile) _____
Chair

By _____
Authorized Signature

/s/ (Facsimile) _____
Clerk

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
<u>March 29, 2018</u>	Cede & Co. P.O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REGISTER OF PARTIAL PAYMENTS

The principal amount of the attached Bond has been prepaid on the dates and in the amounts noted below:

<u>Date</u>	<u>Amount</u>	<u>Signature of Bondholder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Bond. Partial payments do not require the presentation of the attached Bond to the Bond Registrar, and a Holder could fail to note the partial payment here.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entirety
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

[Empty rectangular box for Social Security or Tax Identification Number]

EXHIBIT B

(FORM OF REPLACEMENT BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY, ANOKA AND WASHINGTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS)

R- _____ \$ _____

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND, SERIES 2018A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		MARCH 29, 2018	

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 624, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in White Bear Lake, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing February 1, 2019, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on

each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 624 (White Bear Lake Area Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and the Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of
the Bonds described
in the within mentioned
Resolution.

BOND TRUST SERVICES
CORPORATION
Bond Registrar

By _____
Authorized Signature

Registrable by:
BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

Payable at:
BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 624
(WHITE BEAR LAKE AREA SCHOOLS)
WHITE BEAR LAKE, MINNESOTA

/s/ (Facsimile) _____
Chair

/s/ (Facsimile) _____
Clerk

ON REVERSE OF BOND

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance the acquisition and betterment of projects included in the District's ten-year facility plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.595 and related financing costs, and all are issued pursuant to resolutions duly adopted by the School Board, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Issuer may elect on February 1, 2026, and on any date thereafter, to prepay Bonds due on or after February 1, 2027, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date. Published notice of redemption shall, in each case, be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each Registered Holder of the Bonds.

To effect a partial redemption of the Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed.

The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

Denominations; Exchange; Resolution. The Bonds are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

[Empty rectangular box for Social Security or Tax Identification Number]

EXHIBIT C

The Depository Trust Company

BLANKET ISSUER LETTER OF REPRESENTATIONS

EXHIBIT D

LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2018	2019	\$
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	
2027	2028	
2028	2029	
2029	2030	
2030	2031	

AGENDA ITEM: **Action on Proposed Calendar for 2018-19**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Mitch Cooper, Director of Human Resources
Sara Paul, Assistant Superintendent for
Teaching and Learning**

BACKGROUND:

At the February 12 School Board meeting, Assistant Superintendent Sara Paul and Director of Human Resources Mitch Cooper presented the 2018-19 calendar. They also presented a draft of the 2019-20 calendar, which is posted online.

RECOMMENDED ACTION:

Move to approve *the 2018-19 School Calendar as recommended by the administration.*

WB 624 2018-19 CALENDAR

White Bear Lake Area Schools

August 20-21New Teacher Orientation
 August 27.....Convocation
 August 27-30Teacher Work and Staff Development

September 3No School - Labor Day
 September 4First Day of School (Grades 6-12)
 September 5.....First Day of School (Grades 1-5)
 September 4-5.....Kindergarten Orientation
 September 6First Day of School (K & K+)
 September 10First Day Early Childhood Programs

October 8.....Non Student Day*
 October 18-19.....No School - Education Minnesota Conference
 October 26.....Non Student Day (PreK-5)
 School Day (Grades 6-12)

November 8End of First Quarter
 November 9Non Student Day*
 November 19.....Non Student Day—Parent Conferences PM (PreK-12+)*
 November 20.....Non Student Day—Parent Conferences PM (PreK-12+)*
 November 21-23.....No School - Thanksgiving Break

December 24-31No School - Winter Break

January 1.....No School - Winter Break
 January 21.....No School - MLK, Jr. Day
 January 25.....End of Second Quarter
 End of First Semester
 January 28.....Non Student Days*

February 12Parent Conferences PM (6-12+)
 February 14Parent Conferences PM (6-12+)
 February 15Non Student Day*
 February 18No School - Presidents' Day

March 8.....Non Student Day*
 March 11-15.....No School - Spring Break

April 5.....End of Third Quarter
 April 8.....Non Student Day* Conf. (PreK-5)
 April 11.....Conferences PM (PreK-5)

May 27No School - Memorial Day

June 7Last Day of School (All Students)
 End of Fourth Quarter
 End of Second Semester
 June 7.....WBLAHS Graduation
 June 10.....K-12 Work Day

* Non Student Days—Staff engage in curriculum work, professional learning and instructional delivery, assessment reporting, conferences and communication with parents.

JULY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

SEPTEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MARCH						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

OCTOBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			







APRIL						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

NOVEMBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

DECEMBER						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

 First/Last Day of School	 No School for Students	 Parent/Teacher Conference/Communication
 End of Quarter/Semester	 District Center Closed	 6-12 School Day & PreK-5 non school day

AGENDA ITEM: **Action on Proposed Achievement and Integration Budget for 2018-19**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Operational Item**

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

Background:

Assistant Superintendent Sara Paul will be available to answer questions regarding the proposed Achievement and Integration Budget for 2018-19. Core programming and supports remain consistent with 2017-18.

Recommended Action: Move to approve the *Achievement and Integration Budget for 2018-19 as recommended by the administration.*



Achievement and Integration Revenue FY 2019 Budget Worksheet

Use this workbook to list your district's proposed expenditures of FY 2019 Achievement Integration (A&I) revenue. All expenditures must support activities in your district's MDE-approved A&I plan. Each worksheet has a column for you to explain which activity each line item will fund.

District Name: White Bear Lake Area Schools
District ISD Number: 624
Superintendent: Dr. Wayne Kazmierczak
Partnering Districts: Equity Alliance, MN

Fiscal and program staff should work together to complete this budget. Please list those staff members below. Both will be contacted if changes or more detail is needed for the budget to be approved.

Program Staff: <u>Sara Paul</u> Phone: <u>651-407-7567</u> Email: <u>sara.paul@isd624.org</u>	Fiscal Staff: <u>Thomas Wieczorek</u> Phone: <u>651-407-7568</u> Email: <u>thomas.mieczorek@isd624.org</u>
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If you have been notified by MDE that your district has one or more *Racially Identifiable Schools*, please list those schools here: Willow Lane Elementary School

Total Initial Revenue expenditures (FIN 313 expenditures)	\$ 728,167.65
Total Incentive Revenue expenditures (FIN 318 expenditures)	\$ 91,539.00
TOTAL A&I REVENUE	\$ 819,706.65

CERTIFICATION STATEMENT

We certify that the budget information submitted for our school district to the Minnesota Department of Education (MDE) is an accurate and complete representation of the fiscal year 2019 Achievement & Integration budget as approved by the school board.

Board Approval Date _____

School Board Chair _____

Date _____

Superintendent _____

Date _____

Approved Initial Revenue: _____ **Approved Incentive Revenue:** _____

MDE Approval: _____ **Date:** _____



FY 2019 Achievement and Integration Budget

District Number:

District Name:

Proposed Budget		Actual Expenditures	
	Proposed Budget Ratios		Actual Budget Ratios
Direct Services to Students must equal at least 80% of total revenue	\$598,966.65	DSS At least 80% of total expenditures	\$91,539.00 100.00%
Professional Development may equal no more than 20% of total revenue	\$129,201.00	Professional Development No more than 20% of total expenditures	\$0.00 0.00%
Administrative/Indirect may equal no more than 10% of total revenue	\$0.00	Admin/Indirect No more than 10% of total expenditures	\$0.00 0.00%
Total Proposed Revenue:	\$728,167.65	Total Revenue Expended:	\$91,539.00

Total Amount Proposed FIN 313	\$740,641.00
Total Amount Proposed FIN 318	\$91,539.00

Improvement Planning Expenditures	22%
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Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. Stat. § 124D.862, subd. 8 (c) 2).

Improvement Planning Directions Districts must use up to 20% of integration revenue to implement an improvement plan (Minn. S. Once you've listed all proposed expenditures, copy and paste line items that will fund improvement strategies into one of the sections below.

Line Item Description	UFARS Code Re			Budgeted Amt	Actual Amount	Plan Crosswalk – Which A&I plan activity does ea
	ORG	PROJ	FIN OBJ			
Provide a short description of the expenditure.				List the total amount budgeted for this line item	Resubmit this workbook with actual FY19 expenditures	Budget Narrative Provide a brief description of the expense each expenditure will fund. <i>Do not copy and paste your plan here.</i>
Direct Student Services						
MS Student Engagement Supports (.6	5	790	313 175	\$53,244.00		Liaison support for students and families connected to College and Career Readiness Strategies Integration Liaison
FICA/Medicare	5	790	313 210	\$4,073.00		
PERA/TRA	5	790	313 214	\$3,993.00		
Health Insurance	5	790	313 220	\$11,966.00		
Life Insurance	5	790	313 230	\$296.00		
Salary	5	790	313 141	\$58,140.00		
FICA/Medicare	5	791	313 210	\$4,448.00		
PERA/TRA	5	792	313 214	\$4,361.00		
Health Insurance	5	793	313 220	\$13,648.00		
Life Insurance	5	794	313 230	\$113.00		
Dental Insurance	5	795	313 235	\$1,286.00		
LTD	5	796	313 240	\$220.00		
HRA	5	797	313 251	\$1,225.00		
Professional Development						
Administrative Costs						
				Total		
				Funding for Improvement		\$157,013.00

Notes or Comments:

Line Item Description	UFARS Code Required			FIN		OBJ	Budgeted Amt	Actual Amt	Budget Narrative
	ORG	PROG					List the total amount budgeted for this line item.		By name and number, clearly identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan. Do not copy and paste your plan here.
Equity Training Equity Alliance		5	790	313	820	\$20,000.00	\$0.00	Training on gap closing practices	
AI Director/AVID Program Lead		5	790	313	141	\$48,960.00		Training on gap closing System Practices	
FICA/Medicare		5	790	313	210	\$3,745.00		AVID Director (.6)	
PERA/TRA		5	790	313	218	\$3,672.00		AVID Director (.6)	
Health Insurance		5	790	313	220	\$10,344.00		AVID Director (.6)	
Life Insurance		5	790	313	230	\$475.00		AVID Director (.6)	
Dental Insurance		5	790	313	235	\$954.00		AVID Director (.6)	
LTD		5	790	313	240	\$78.00		AVID Director (.6)	
TSA		5	790	313	250	\$1,605.00		AVID Director (.6)	
HRA		5	790	313	251	\$1,485.00		AVID Director (.6)	
HRA		5	790	313	253	\$1,800.00		AVID Director (.6)	
AVID Tutor Training		5	790	313	305	\$1,665.00		AVID training on gap closing instruction practices	
AVID Teacher Training		5	790	313	305	\$16,000.00		AVID teacher training on gap closing instruction practices, Summer Institute	
AVID Teacher Training		5	790	313	185	\$10,350.00		AVID Summer Institute Teacher Stipends	
FICA/Medicare		5	790	313	210	\$792.00		AVID Summer Institute Teacher Stipends	
PERA/TRA		5	790	313	218	\$776.00		AVID Summer Institute Teacher Stipends	
Training for Cultural Liaisons		5	790	313	305	\$3,500.00		Training for Cultural Liaisons on Family and Student Engagement Strategies	
Training for Cultural Responsiveness		5	790	313	366	\$3,000.00		Travel, Training Costs	
Concurrent Enrollment Strategies		5	250	313	305			Concurrent Enrollment Strategies	
TOTAL						\$129,201.00	\$0.00		

Line Item Description	UFARS Code Required			Actual Amt	Budgeted Amt List the total amount budgeted for this line item.	OBJ	FIN	Required	Budget Narrative: a crosswalk between your AI budget and your AI plan By name and number, clearly identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan. Do not copy and paste your plan here.
	ORG	PROG	OBJ						
White Bear Lake to Youth Executive Board 6067 collaborative , direct support services	5	790	313	820	\$41,000.00				WBLAS contribution to Equity Alliance _ Youth Executive Board, Direct Student Program
College Field Trips	5	790	313	366	\$8,000.00				Field trips for AVID classes, MN Historical Society White Bear U Program
Substitute Teacher for Field Trips	5	790	313	145	\$2,000.00				Substitute Teachers to cover classes
FICA/Medicare	5	790	313	210	\$153.00				Substitute Teachers to cover classes
PERA/TRA	5	790	313	218	\$150.00				Substitute Teachers to cover classes
AVID parent nights and celebrations	5	790	313	401	\$1,660.00				Summer AVID round up teacher costs and end-of-year celebration
AVID supplies for students and testing fees	5	790	313	433	\$5,200.00				AVID supplies and testing fees
Non-Licensed AVID Tutors/Student Engagement/Student Mentor Supports	5	790	313	141	\$30,000.00				AVID Tutors/Student Mentor Supports/Colllege Credit Course Supports
FICA/Medicare	5	790	313	210	\$2,295.00				AVID Tutors/Student Mentor Supports/Colllege Credit Course Supports
PERA/TRA	5	790	313	214	\$2,250.00				AVID Tutors/Student Mentor Supports/Colllege Credit Course Supports
Student Engagement Supports	5	790	313	305	\$72,000.00				In-class supports for tiered interventions, Americorps Promise Fellows
Student Advocacy Supports	5	790	313	401	\$5,000.00				Student Supplies
Student Advocacy Supports	5	790	313	305	\$2,526.65				Student Advocacy Supports
Culturally Responsive Student and Family Engagement Events	5	790	313	401	\$15,000.00				Culturally Responsive Student and Family Engagement Events
Cultural Liaisons	5	790	313	175	\$165,000.00				3.0 Cultural Liaisons
FICA/Medicare	5	790	313	210	\$12,625.00				3.0 Cultural Liaisons
PERA/TRA	5	790	313	214	\$12,375.00				3.0 Cultural Liaisons
Health Insurance	5	790	313	220	\$23,933.00				3.0 Cultural Liaisons
Life Insurance	5	790	313	230	\$593.00				3.0 Cultural Liaisons
Dental Insurance	5	790	313	235	\$1,983.00				3.0 Cultural Liaisons
LTD	5	790	313	240	\$743.00				3.0 Cultural Liaisons
Student Engagement Supports	5	790	313	175	\$35,500.00				Middle School Direct Instruction (.4 FTE)
FICA/Medicare	5	790	313	210	\$2,308.00				Middle School Direct Instruction (.4 FTE)
PERA/TRA	5	790	313	214	\$2,663.00				Middle School Direct Instruction (.4 FTE)

Health Insurance	5	790	313	220	\$7,977.00	Middle School Direct Instruction (.4 FTE)
Life Insurance	5	790	313	230	\$197.00	Middle School Direct Instruction (.4 FTE)
Dental Insurance	5	790	313	235	\$661.00	Middle School Direct Instruction (.4 FTE)
LTD	5	790	313	240	\$247.00	Middle School Direct Instruction (.4 FTE)
TSA Contribution	5	790	313	250	\$2,100.00	Middle School Direct Instruction (.4 FTE)
AVID Teaching Time	5	790	313	140	\$48,000.00	AVID Teaching (.2 FTE x 4)
FICA/Medicare	5	790	313	210	\$3,672.00	AVID Teaching (.2 FTE x 4)
PERA/TRA	5	790	313	218	\$3,600.00	AVID Teaching (.2 FTE x 4)
Health Insurance	5	790	313	220	\$6,400.00	AVID Teaching (.2 FTE x 4)
Life Insurance	5	790	313	230	\$200.00	AVID Teaching (.2 FTE x 4)
LTD	5	790	313	240	\$260.00	AVID Teaching (.2 FTE x 4)
TSA Contribution	5	790	313	250	\$2,000.00	AVID Teaching (.2 FTE x 4)
HRA	5	790	313	253	\$2,500.00	AVID Teaching (.2 FTE x 4)
Student Engagement Supports	5	790	313	175	\$53,244.00	Student Engagement Supports (.6 FTE)
FICA/Medicare	5	790	313	210	\$4,073.00	Student Engagement Supports (.6 FTE)
PERA/TRA	5	790	313	214	\$3,993.00	Student Engagement Supports (.6 FTE)
Health Insurance	5	790	313	220	\$11,966.00	Student Engagement Supports (.6 FTE)
Life Insurance	5	790	313	230	\$296.00	Student Engagement Supports (.6 FTE)
Dental Insurance	5	790	313	235	\$992.00	Student Engagement Supports (.6 FTE)
LTD	5	790	313	240	\$371.00	Student Engagement Supports (.6 FTE)
TSA Contribution	5	790	313	250	\$1,260.00	Student Engagement Supports (.6 FTE)
TOTAL					\$0:00	

Line Item Description	UFARS Code Required			OBJ	Budgeted Amt	Actual Amt	Budget Narrative: a crosswalk between your AI budget and your AI plan
	ORG	PROG	FIN				
Provide a short description of the expenditure.					List the total amount budgeted for this line item.		By name or number, identify the activity in your plan that each expenditure supports. Provide a brief description of how these funds will be used to support that activity. This narrative should be different from the program description in your plan.
Salary		5	790	313	141	\$58,140.00	1.0 Integration Liaison
FICA/Medicare		5	791	313	210	\$4,448.00	
PERA/TRA		5	792	313	214	\$4,361.00	
Health Insurance		5	793	313	220	\$13,648.00	
Life Insurance		5	794	313	230	\$113.00	
Dental Insurance		5	795	313	235	\$1,286.00	
LTD		5	796	313	240	\$220.00	
HRA		5	797	313	251	\$1,225.00	
FIN 313 TOTAL						\$83,441.00	

AGENDA ITEM: Tentative Agreement – 2017-19 Contract with
School Service Employees SEIU Local 284 Extended Day

MEETING DATE: March 5, 2018

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON(S): Mitch Cooper, Director of Human Resources
Tim Wald, Assistant Superintendent for Finance and Operations
Tom Wiczorek, Director of Finance

BACKGROUND:

The District has reached a tentative agreement with the School Service Employees SEIU Local 284 Extended Day. The unit ratified the tentative agreement on February 20, 2018 for 2017-18 and 2018-19.

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

Mitch Cooper and Tim Wald will be available to answer questions.

RECOMMENDATION:

Approve the proposed 2017-2019 Agreement with the School Service Employees SEIU Local 284 Extended Day Unit by passing the following resolution.

RESOLUTION:

WHEREAS, the parties have reached a tentative agreement on the 2017-19 Contract;

WHEREAS, the School Service Employees SEIU Local 284 Extended Day Unit have ratified the Contract;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2017-2019 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board.

AGENDA ITEM: **Policy 413, Harassment and Violence**
MEETING DATE: **March 5, 2018**
SUGGESTED DISPOSITION: **Operational Item**
CONTACT PERSON(S): **Mitch Cooper, Director of Human Resources**

Background:

School Board Policy 413, Harassment and Violence, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February and is being recommended for a second reading.

This policy had minor changes to sections III. Definitions –D, G, H, and I remove word definition, and in E added section remedial response. In IV Reporting Procedures - D. delete the words “in each school building”.

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

Recommended Action: Move to approve *Policy 413, Harassment and Violence*, as recommended by the School Board Policy Committee and Cabinet.

Adopted: April 29, 1996
Revised: January 10, 2005
Revised: May 12, 2008
Annual Review: August 8, 2011
Annual Review: September 10, 2012
Annual Review: January 13, 2014
Annual Review: October 13, 2014
Annual Review: July 11, 2016

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

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

- D. The School District will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence, based on a person's race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation or disability, and will take appropriate corrective action.

III. DEFINITIONS

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

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

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

H. Sexual Violence; Definition

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

- b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

I. Violence; Definition

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

IV. REPORTING PROCEDURES

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

building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

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

- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

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

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

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

V. INVESTIGATION

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

investigation of alleged harassment or violence prohibited by this policy.

- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

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

VII. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to

deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human

Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 et seq. (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e et seq. (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

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

EQUAL EMPLOYMENT OPPORTUNITY COMPLAINT



Please Print Clearly or Type the Following Information

Your Name: _____ Date: _____

Bldg Site: _____ Job/Title: _____

Address at which you wish to receive confidential mail: _____

Phone No.: (H) (____) _____ - _____ (W) (____) _____ - _____

Name and title of your supervisor: _____

Type of *Discrimination and Harassment Policy* violation alleged:

- | | | |
|--------------------------------------------|---------------------------------------------|------------------------------------------------|
| <input type="checkbox"/> Race | <input type="checkbox"/> Color | <input type="checkbox"/> National Origin |
| <input type="checkbox"/> Sexual Harassment | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Gender Discrimination |
| <input type="checkbox"/> Age | <input type="checkbox"/> Religion/Creed | <input type="checkbox"/> Veteran Status |
| <input type="checkbox"/> Disability | <input type="checkbox"/> Retaliation | <input type="checkbox"/> Other _____ |

Please refer to the *Discrimination and Harassment Policy and Guidelines* or contact the Human Resources Office if you have difficulty completing this form. **You may reach Human Resources at 651-407-7546.**

1. Describe what happened. Include the dates and locations of each incident. If you require additional space, you may attach a statement to this form in addition to the statement you give below. Also, please attach any documents you think are important to investigating your complaint.

2. List each person you believe may have violated the *Discrimination and Harassment Policy and Guidelines*.

Name	Job Title	Phone	Supervisor

3. List each person you believe may have pertinent information about the situation.

Name	Job Title	Phone	Supervisor

4. What steps, if any, have you taken to resolve this matter?

5. List the person(s) you contacted in an attempt to resolve this matter.

Name Job Title Date of Contact

WHITE BEAR LAKE AREA SCHOOLS IS AN EQUAL OPPORTUNITY EMPLOYER. THE DISTRICT TAKES ALL ALLEGATIONS OF HARASSMENT AND DISCRIMINATION SERIOUSLY. ALL PERSONS ARE TO BE TREATED WITH RESPECT AND DIGNITY. SEXUAL VIOLENCE, SEXUAL ADVANCES OR OTHER FORMS OF UNLAWFUL DISCRIMINATION OR HARASSMENT IN ANY FORM BY ANY PUPIL, TEACHER, ADMINISTRATOR OR OTHER SCHOOL PERSONNEL WHICH CREATES AN INTIMIDATING, HOSTILE OR OFFENSIVE ENVIRONMENT WILL NOT BE TOLERATED UNDER ANY CIRCUMSTANCES

Please forward this form to:
 White Bear Lake Area Schools
 Department of Human Resources
 4855 Bloom Avenue
 White Bear Lake, MN 55110
 OFFICE: (651) 407-7546
FAX: (651) 407-7541
-OR-
 INTEROFFICE MAIL: Dept. of HR

You will be contacted by a representative of the Human Resources Office to obtain additional information as needed. All employees must provide truthful and complete information and cooperate fully with the District in any investigation concerning conduct of employees. The investigation process will be concluded within a reasonable period of time and the results will be communicated to you either verbally or in writing. Although we cannot guarantee complete confidentiality, your concerns will be handled with the utmost discretion.

I hereby state and affirm that the information supplied via this complaint form is true and correct to the best of my knowledge.

Signature: _____ Date: _____

SUPERVISORS: Forward this complaint form via FAX to the Human Resources Office immediately upon receipt

AGENDA ITEM: **Policy 425, Staff Development**
MEETING DATE: **March 5, 2018**
SUGGESTED DISPOSITION: **Operational Item**
CONTACT PERSON(S): **Sara Paul, Assistant Superintendent for Teaching and Learning**

BACKGROUND:

School Board Policy 425, Staff Development, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February, and is being recommended for a second reading.

This policy had changes throughout the policy to include deleting advisory and adding district to staff development advisory committee and deleting professional development to staff development team. Some of the changes were wording recommended by the Minnesota School Boards Association.

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

Recommended Action: Move to approve *Policy 425, Staff Development*, as recommended by the School Board Policy Committee and Cabinet.

Approved: September 9, 2002
Revised: January 10, 2005
Revised: November 8, 2007
Revised: January 10, 2011
Revised: February 13, 2012
Revised: February 10, 2014

White Bear Lake Area
School District #624 Policy 425

425 STAFF DEVELOPMENT

I. PURPOSE

The purpose of this policy is to establish a staff development program and structure to carry out planning and reporting on staff development that supports improved student learning.

II. ~~ADVISORY DISTRICT STAFF DEVELOPMENT ADVISORY COMMITTEE AND SITE PROFESSIONAL DEVELOPMENT STAFF DEVELOPMENT TEAM~~

- A. The School Board will establish ~~an~~ a District Staff Development Advisory Staff Development Committee to develop a Staff Development Plan, assist Site ~~Professional Staff~~ Staff Development Teams in developing a site plans consistent with the goals of the Staff Development Plan, and evaluate staff development efforts at the site level.
1. The majority of the membership of the ~~Advisory District~~ Advisory District Staff Development Committee shall consist of teachers representing various grade levels, subject areas, and special education. The committee also will include non-teaching staff, parents/guardians and administrators.
 2. Members of the ~~Advisory District~~ Advisory District Staff Development Advisory Committee shall be appointed by the School Board or designee. ~~Committee members shall serve a two-year term (this time period may be changed to accommodate individual school district needs) based upon nominations by board members, teachers, and paraprofessionals. The School Board shall appoint replacement members of the Advisory Staff Development Committee as soon as possible following the resignation, death, serious illness, or removal of a member from the Committee.~~
- B. The School Board directs the Superintendent to ensure sites establish site Staff Development teams. ~~will establish the Site Professional Development Committee.~~
1. Members of the Site ~~Professional Staff~~ Staff Development Teams will be appointed by the principal. ~~Team members shall serve a two-year term (this time period may be changed to accommodate individual school district needs) based upon nominations by board members, teachers, and paraprofessionals. The principal shall appoint replacement members of the Site Professional Development Teams as soon as possible following the resignation, death, serious illness, or removal of a member from the Team.~~

2. The Site Staff Development Team may be the same as the Building Leadership Team, at the discretion of the building principal.

3. The majority of the Site Professional Development Teams shall be teachers representing various grade levels, subject areas and special education.

III. DUTIES OF THE ~~ADVISORY~~ STAFF DEVELOPMENT COMMITTEE

A. The ~~Advisory~~ District Staff Development Committee will develop a Staff Development Plan, that is aligned to the District Strategic Plan and the World's Best Workforce Plan, which will be reviewed and subject to approval by the School Board once a year.

B. The Staff Development Plan must contain the following elements:

1. Staff development outcomes which are consistent with the education outcomes as may be determined periodically by the School Board;

2. The means to achieve the Staff Development outcomes;

3. The procedures for evaluating progress at each school site toward meeting educational outcomes ~~consistent with relicensure requirements under Minn. Stat. § 122A.18, Subd. 4;~~

4. Ongoing staff development activities that contribute toward continuous improvement in achievement of the following goals:

a. Improve student achievement of state and local education standards in all areas of the curriculum, including areas of regular academic and applied and experiential learning, by using research-based best practices methods;

b. Effectively meet the needs of a diverse student population, including at-risk children, children with disabilities, English learners, and gifted children, within the regular classroom, applied and experiential learning settings, and other settings;

c. Provide an inclusive curriculum for a racially, ethnically, linguistically, and culturally diverse student population that is consistent with state education diversity rule and the district's education diversity plan;

d. Improve staff collaboration and develop mentoring and peer coaching programs for teachers new to the school or district;

e. Effectively teach and model violence prevention policy and curriculum that address early intervention alternatives, issues of harassment, and teach nonviolent alternatives for conflict resolution;

- f. Effectively deliver digital and blended learning and curriculum and engage students with technology; and
 - g. Provide teachers and other members of site-based management teams with appropriate management and financial management skills.
5. The Staff Development Plan also must:
- a. Support stable and productive professional communities achieved through ongoing and school-wide progress and growth in teaching practice;
 - b. Emphasize coaching, professional learning communities, classroom action research, and other job-embedded models;
 - c. Maintain a strong subject matter focus premised on students' learning goals consistent with Minn. Stat. § 120B.125;
 - d. Ensure specialized preparation and learning about issues related to teaching students with special needs and limited English proficiency by focusing on long-term systemic efforts to improve educational services and opportunities and raise student achievement; and
 - e. Reinforce national and state standards of effective teaching practice.
6. Staff development activities must:
- a. Focus on the school classroom and research-based strategies that improve student learning;
 - b. Provide opportunities for teachers to practice and improve their instructional skills over time;
 - c. Provide opportunities for teachers to use student data as part of their daily work to increase student achievement;
 - d. Enhance teacher content knowledge and instructional skills, including ~~to accommodate~~ the delivery of digital and blended learning and curriculum and engage ment of students with technology;
 - e. Align with state and local academic standards;
 - f. Provide opportunities to build professional relationships, foster collaboration among principals and staff who provide instruction, and provide opportunities for teacher-to-teacher mentoring; and

- g. Align with the plan, if any, of the district or site for an alternative teacher professional pay system.
 - h. Provide teachers of English Learners, including English as a second language, and content teachers with differentiated instructional strategies critical for ensuring students long-term academic success, the means to effectively use assessment data on the academic literacy, oral academic language, and English language development of English learners, and skills to support native and English language development across the curriculum; and
 - i. Provide opportunities for staff to learn about current workforce trends, the connections between workforce trends and postsecondary education, and training options, including career and technical education options.
7. Staff development activities may include curriculum development and curriculum training programs, and activities that provide teachers and other members of site-based teams training to enhance team performance.
 8. The school district may implement other staff development activities required by law and activities associated with professional teacher compensation models.

[NOTE: To the extent the School Board offers K-12 teachers the opportunity for more staff development training under Minn. Stat. § 122A.40, Subds. 7 and 7a, or Minn. Stat. § 122A.41, Subds. 4 and 4a, such additional days of staff development should include peer mentoring, peer gathering, continuing education, professional development, or other training which will enable teachers to achieve the staff development outcomes enumerated above in Section III.B.4.]

- C. The ~~Advisory~~ District Staff Development Advisory Committee will assist Site ~~Professional~~ Staff Development Teams in developing a-site plans consistent with the goals and outcomes of the Staff Development Plan.
- D. The ~~Advisory~~ District Staff Development Advisory Committee will evaluate staff development efforts at the site level ~~and will report to the School Board on a yearly basis the extent to which staff at the site have met the outcomes of the Staff Development Plan.~~
- E. The ~~Advisory~~ District Staff Development Advisory Committee shall assist the School District in preparing any reports required by the Department of Education relating to staff development including, but not limited to, the reports referenced in Section VII below.

IV. DUTIES OF THE SITE ~~PROFESSIONAL~~ STAFF DEVELOPMENT TEAM

- A. Each Site ~~Professional~~ Staff Development Team shall develop a site plan, consistent with the goals of the Staff Development Plan. The superintendent or designee will review the site plan for consistency with the Staff Development Plan ~~yearly~~.

- B. The Site Professional Staff Development Team must demonstrate to the School Board the extent to which staff at the site have met the outcomes of the Staff Development Plan. The actual reports to the School Board can be made as part of the school district's World's Best Workforce report. ~~by the Advisory Staff Development Committee to avoid duplication of effort.~~
- C. If the School Board determines that staff development outcomes are not being met, it may withhold a portion of the initial allocation of revenue referenced in Section V below.

V. STAFF DEVELOPMENT FUNDING

- A. Unless the School District is in statutory operating debt or a majority of the School District Board and a majority of its licensed teachers annually vote to waive the requirement to reserve basic revenue for staff development, the School District ~~will~~ comply with current state law for staff development funding will reserve an amount equal to at least two percent of its basic revenue for: in-service conflicts within their families and communities in non-violent, effective ways; staff development plans; curriculum development and programs; other-in-service education; teachers' workshops; teacher conferences; the cost of substitute teachers for staff development purposes; preservice and in-service education for special education professionals and paraprofessionals; and other related costs for staff development efforts. The schools district also may use the revenue reserved for staff development for grants to the school district's teachers to pay for coursework and training leading to certification as either a college in the schools teacher or a concurrent enrollment teacher. In order to receive a grant, the teacher must be enrolled in a program that includes coursework and training focused on teaching a core subject.
- B. The School District may, in its discretion, expend an additional amount of unreserved revenue for staff development based on its needs.
- C. Release time provided for teachers to supervise students on field trips and school activities, or independent tasks not associated with enhancing the teacher's knowledge and instructional skills, such as preparing report cards, calculating grades, or organizing classroom materials, may not be counted as staff development time that is financed with staff development reserved revenue under Minn. Stat. § 122A.61

VI. PROCEDURE FOR USE OF STAFF DEVELOPMENT FUNDS

- A. On a yearly basis, the Advisory District Staff Development Committee, with the assistance of the Site Professional Staff Development Teams, shall prepare a projected budget setting forth proposals for allocating staff development funds reserved for each school site. Such budgets shall include, but not be limited to, projections as to the cost of building site training programs, costs of individual staff seminars, and cost of substitutes.
- B. ~~Upon approval of the budget by the School Board, t~~ The Advisory District Staff Development Advisory Committee shall be responsible for monitoring the use of such

funds in accordance with the Staff Development Plan and budget. The requested use of staff development funds must meet or make progress toward the goals and objectives of the Staff Development Plan. All costs/expenditures will be reviewed by the School Board and/or Superintendent for consistency with the Staff Development Plan on a yearly basis.

- C. Individual requests from staff for leave to attend staff development activities shall be submitted and reviewed according to school district policy, staff procedures, contractual agreement, and the effect on school district operations. Failure to timely submit such requests may be cause for denial of the request.

VII. REPORTING

- A. ~~Prior to October 15 of each year, t~~The School District and Site Staff Development Committee shall prepare a report of the previous fiscal year's staff development activities results and expenditures and submit it to the Commissioner of the Department of Education ~~(Commissioner)~~. as part of the school district's World's Best Workforce report.

1. The report must include assessment and evaluation data indicating progress toward district and site staff development goals based on teaching and learning outcomes, including the percentage of teachers and other staff involved in instruction who participate in effective staff development activities.
2. The report will provide a breakdown of expenditures for:
 - a. curriculum development and programs;
 - b. staff development training models, workshops, and conferences; and
 - c. the cost of releasing teachers or providing substitute teachers for staff development purposes.

The report also must indicate whether the expenditures were incurred at the district level or the school site level and whether the school site expenditures were made possible by the grants to school sites that demonstrate exemplary use of allocated staff development revenue. These expenditures must be reported using the uniform financial and accounting and reporting standards (UFARS).

- ~~B. The School District will utilize the reporting form and/or system designated by the Commissioner. The report will be signed by the superintendent and staff development chair.~~

LEGAL REFERENCES: Minn. Stat. §120A.41 (Length of School Year; Days of Instruction)
Minn. Stat. § 120A.415 (Extended School Calendar)
Minn. Stat. §120B.22, Subd. 2 (Violence Prevention Education)

Minn. Stat. § 122A.18, Subd. 4 (Board to Issue Licenses; Expiration and Renewal)
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination – Additional Staff Development and Salary)
Minn. Stat. §122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions – Additional Staff Development and Salary)
Minn. Stat. §122A.60 (Staff Development Program)
Minn. Stat. §122A.61 (Reserved Revenue for Staff Development)
Minn. Stat. §126C.10, Subds. 2 and 2b (General Education Revenue)
Minn. Stat. § 126C.13, Subd. 5 (general Education Levy and Aid)

AGENDA ITEM: **Policy 524, Electronic Technologies Acceptable Use Policy**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Mark Garrison, Director of Technology and Innovation; and Mitch Cooper, Director of Human Resources**

BACKGROUND:

School Board Policy 524, Electronic Technologies Acceptable Use Policy, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February, and is being recommended for a second reading.

This policy had minor changes to sections V. Unacceptable Uses A-11 added projects, and exams; section XI User Notification 5 and 6 added user; section XIII Implementation; Police Review changed capital case to lower case; and Legal Reference deleted a reference and added a new one.

The purpose of this policy is to set forth policies and guidelines for acceptable and safe use of the Internet and the District's Electronic Technologies. District Electronic Technologies include but are not limited to electronic communications, computers and peripherals, network, printers, phones and the applications they support and/or access.

Recommended Action: Move to approve *Policy 524, Electronic Technologies Acceptable Use Policy*, as recommended by the School Board Policy Committee and Cabinet.

Adopted: **September 8, 1997**
Revised: February 28, 2000
December 10, 2001
May 9, 2011
January 13, 2014
February 8, 2016

*White Bear Lake Area
School Board Policy 524*

524 ELECTRONIC TECHNOLOGIES ACCEPTABLE USE POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for acceptable and safe use of the Internet and the District's Electronic Technologies. District Electronic Technologies include but are not limited to electronic communications, computers and peripherals, network, printers, phones and the applications they support and/or access.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding all users' access to the School District Electronic Technologies and the Internet, including electronic communications, the School District considers its own stated educational mission, goals, and objectives. The goal in providing these resources is to facilitate resource sharing, innovation and communication and to support the mission of the District in ensuring that our students develop a love of learning, excel academically, are inspired to realize their dreams and become engaged citizens with a global understanding. The School District expects that faculty will blend thoughtful use of the School District Electronic Technologies and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The School District is providing students and employees with access to the School District Electronic Technologies, which includes Internet access. It is not the purpose of District Electronic Technologies to provide students and employees with unlimited access to the Internet or to create a limited public forum for the discussion of issues. Access to District Electronic Technologies is limited to educational purposes, which includes use of District Electronic Technologies for classroom activities, educational research, professional or career development activities, and for school administration. Users are expected to use District Electronic Technologies to further educational and professional goals consistent with the mission of the School District and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF DISTRICT ELECTRONIC TECHNOLOGIES AND THE INTERNET IS A PRIVILEGE

The use of the District Electronic Technologies and access to use of the Internet is a privilege, not a right. Acceptable use of the District's Electronic Technologies is the responsibility of the user. The School District has the right to monitor its District Electronic Technologies and enforce this policy. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the District Electronic Technologies or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate School District policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

- A. Users are responsible for anything set on the network with their name or IP address on it. Users shall not engage in any activity that disrupts or hinders the performance of the District's Electronic Technologies. Specifically, the following uses of the District's Electronic Technologies are considered unacceptable:
1. Users will not use the District Electronic Technologies to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are deemed by the district to be inappropriate and/or otherwise harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Personal use of District Electronic Technologies must be appropriately limited, consistent with provisions in this and other district policies, and shall not interfere with school duties or responsibilities.

3. Users will not use the District Electronic Technologies to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, use language that is abusive, hostile, demeaning, disrespectful or threatening toward another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
4. Users will not use the District Electronic Technologies to engage in any illegal act or violate any local, state, or federal statute or law.
5. Users will not use the District Electronic Technologies to vandalize, damage, or disable the property of another person or organization; will not make deliberate attempts to degrade or disrupt equipment, software, or District Electronic Technologies performance by spreading computer viruses or by any other means; will not tamper with, modify, or change the District Electronic Technologies software, hardware, or wiring or take any action to violate the School District's security system; and will not use the District Electronic Technologies in such a way as to disrupt the use of District Electronic Technologies by other users.
6. Users will not District Electronic Technologies to gain unauthorized access to information resources or to access another person's materials, information, or files without permission.
7. Users will not use the District's Electronic Technologies to post private information about themselves or another person. This prohibition shall not prevent private information from being posted in the ordinary course of business by school personnel. Private information includes personal contact information about themselves or other persons, or other personally identifiable information including, but not limited to, address, telephone numbers, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district web pages or communications between employees and other individuals when such communications are made for education-related purposes (e.g., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related web pages may include personal contact information about themselves on a web page. However, employees may not post personal contact

information or other personally identifiable information about students unless:

- (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
- (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

8. Users will not attempt to gain unauthorized access to District Electronic Technologies or any other system through District Electronic Technologies, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the District Electronic Technologies may not be encrypted without the permission of appropriate school authorities.
9. Users will not use District Electronic Technologies to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works on the Internet.
10. Users will not use District Electronic Technologies for conducting business, for unauthorized commercial purposes, for promotion of political views or social agendas, including political campaigning, or for financial gain unrelated to the mission of the School District. Users will not use District Electronic Technologies to offer or provide goods or services or for product advertisement. Users will not use District Electronic Technologies to purchase goods or services for personal use without authorization from the appropriate School District official.
11. Students in the course of completing assignments, **projects, and exams** for class, including assignments, **projects, and exams** involving the use of

collaborative and social networking tools on the Internet, are expected to abide by the Electronic Technologies Acceptable Use Policy and policies and procedures regarding student discipline, student code of conduct, bullying prevention, copyright and plagiarism.

- B. Users engaging in the foregoing unacceptable uses of the Internet when off School District premises also may be in violation of this policy as well as other School District policies. Examples of such violations include, but are not limited to, situations where District Electronic Technologies is compromised or if a School District employee or student is negatively impacted. If the School District receives a report of an unacceptable use originating from a non-school computer or resource, the School District may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the School District Electronic Technologies and the Internet and discipline under other appropriate School District policies, including suspension, expulsion, exclusion, or termination of employment.
- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate School District official. In the case of a School District employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. In certain rare instances, a user may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a School District employee, the building administrator.

VI. FILTER

- A. With respect to any of its computers with Internet access, the School District will monitor the online activities of minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to ~~any~~ visual depictions that are obscene, child pornography, violent or harmful to minors:
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
 - D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
 - E. The School District will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

- A. Use of the School District Electronic Technologies and use of the Internet shall be consistent with School District policies and the mission of the School District.
- B. Students who are permitted to bring their own electronic devices to school will comply with school-specific guidelines for the use of personal electronic devices in school.

VIII. NO EXPECTATION OF PRIVACY

- A. By authorizing use of District Electronic Technologies, the School District does not relinquish control over materials stored or transmitted on District Electronic Technologies files. Users should expect no privacy in the contents of files on District Electronic Technologies.
- B. Routine maintenance and monitoring of District Electronic Technologies may lead to a discovery that a user has violated this policy, another School District policy, or the law.
- C. An investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents/Guardians have the right at any time to investigate or review the contents of their child's files and email files. Parents/Guardians have the right to request the termination of their child's individual account at any time.
- E. School District employees should be aware that the School District retains the right at any time to investigate or review the contents of their files and email files. In addition, School District employees should be aware that data and other materials in files maintained on the District Electronic Technologies may be subject to

review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).

- F. The School District will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with School District policies conducted through District Electronic Technologies.

IX. ELECTRONIC TECHNOLOGIES ACCEPTABLE USE AGREEMENT

- A. The proper use of District Electronic Technologies and Internet, and the educational value to be gained from proper use of Electronic Technologies and the Internet, is the joint responsibility of students, parents/guardians and employees of the School District.
- B. The Electronic Technologies Acceptable Use Policy will be referenced in the Student handbook and Employee Handbook, and will be posted on the District website. Paper copies will be available to parents upon request. Supervising teachers will provide guidance and instruction on acceptable use of the Internet. Parents may request that their child not use the Internet by notifying the school.
- C. All users shall be responsible for the protection and security of their passwords. Users shall have the ability to change passwords and maintain the confidentiality of logon codes.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use District Electronic Technologies is at the user's own risk. District Electronic Technologies are provided on an "as is, as available" basis. The School District will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on School District tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The School District is not responsible for the accuracy or quality of any advice or information obtained through or stored on District Electronic Technologies. The School District will not be responsible for financial obligations arising through unauthorized use of District Electronic Technologies or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the School District policies relating to Electronic Technologies Acceptable Use.
- B. This notification shall include the following:

1. Notification that Electronic Technologies Acceptable Use is subject to compliance with School District policies.
2. Disclaimers limiting the School District's liability relative to:
 - a. Information stored on School District diskettes, hard drives or servers, CD, DVD, jump drives, memory sticks, or any other storage device.
 - b. Information retrieved through School District computers, networks or online resources.
 - c. Personal property used to access School District computers, networks or online resources.
 - d. Unauthorized financial obligations resulting from use of School District resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
4. Notification that, even though the School District may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student user through the Internet is the sole responsibility of the user, student or the student's parents.
6. Notification that, should the user violate the School District's acceptable use policy, the student's user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
7. Notification that all provisions of the Acceptable Use policy are subordinate to local, state and federal laws.
8. Notification that student email addresses may be provided to District-approved third-party providers for access to educational tools and content.

XII. PARENT/GUARDIAN RESPONSIBILITY; NOTIFICATION OF STUDENT

INTERNET USE

- A. Outside of school, parents/guardians bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies and other possibly offensive media. Parents/Guardians are responsible for monitoring their student's use of the District Electronic Technologies and of the Internet if the student is accessing District Electronic Technologies from home or a remote location.
- B. Parents/Guardians will be notified that their students will be using School District resources/accounts to access the Internet and that the School District will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
 - 1. A copy of the user notification form provided to the student user
 - 2. A description of parent/guardian responsibilities.
 - 3. A notification that the parents/guardians have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
 - 4. A statement that the Electronic Technologies Acceptable Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
 - 5. A statement that the School District's Electronic Technologies Acceptable Use policy is available for parental/guardian review.

XIII. IMPLEMENTATION; POLICY REVIEW

- A. The School District administration may develop appropriate guidelines and procedures necessary to implement this policy for submission to the sSchool bBoard for approval. Upon approval by the sSchool bBoard, such guidelines and procedures shall be an addendum to this policy.
- B. The administration shall revise the student and parent/guardian notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The School District's Internet policies and procedures are available for review by all parents, guardians, staff and members of the community.
- D. The sSchool bBoard shall conduct an annual review of this policy.

Legal References: 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)

17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 6701 *et seq.* (Enhancing Education Through Technology Act of 2001)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. §54.520 (FCC regulations implementing CIPA)
~~Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)~~
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Aid)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. American Library Association, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012) 524-11
Kowalski v. Berkeley County Sch., 652 F.3d 656 (4th Cir. 2011)
Layshock v. Hermitage Sch. Dist., 650 F.3d 205 (3rd Cir. 2011)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: MSBA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA Model policy 406 (Public and Private Personnel Data)
MSBA Model Policy 505 (Distribution of Nonschool Sponsored Materials on School Premises by Students and Employees)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 514 (Bullying Prohibition Policy)
WBLASB Policy 515 (Protection and Privacy of Pupil Records)
WBLASB Policy 519 (Interviews of Students by Outside Agencies)
WBLASB Policy 521 (Student Disability Nondiscrimination)
WBLASB Policy 522 (Student Sex Nondiscrimination)
WBLASB Policy 603 (Curriculum Development)
WBLASB Policy 604 (Instructional Curriculum)
WBLASB Policy 606 (Textbooks and Instructional Material)
WBLASB Policy 804 (Bomb Threats)
WBLASB Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)



WHITE BEAR LAKE AREA SCHOOLS

Electronic Technologies Acceptable Use Agreement - Student

By signing this agreement, I accept and agree to abide by the White Bear Lake Area Schools Electronic Technologies Acceptable Use Policy¹. I realize that the primary purpose of using School District electronic technologies is educational. I will limit my usage to educational purposes that further goals consistent with the mission and policies of the School District.

I understand that use of School District electronic technologies is a privilege, not a right. Access may be revoked at any time by the School District, as it sees fit. Inappropriate use will result in suspension or cancellation of use and/or access privileges; payments for damages and repairs; discipline under other appropriate School District policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

I will not use School District electronic technologies to engage in any behavior that is illegal, inappropriate, destructive or harmful.

I recognize that, even though the School District uses technical means to limit student Internet access, these limits do not provide a foolproof means to prevent access to all inappropriate information. It is my responsibility to avoid such information and inform my instructor immediately if I access any inappropriate information.

I understand that my use of School District electronic technologies is not private and that all of my activity, transmissions, documents, posts etc., are subject to review and monitoring by School District personnel.

I release the School District from any liability resulting from actions I take while using School District electronic technologies including unwanted financial obligations.

The School District may provide personal accounts for communication, document sharing and access to educational tools. Any access I am granted to personal accounts through the School District must meet all of these criteria, or my privilege of use will be forfeited.

STUDENT

Student's Full Name (Please Print): _____ Student ID: _____

Student's Signature: _____ Date: _____

PARENT OR GUARDIAN

Parent or Guardian's Name (Please Print): _____

Parent or Guardian's Signature: _____

¹ View the Electronic Technologies Acceptable Use Policy at: <http://goo.gl/SUghlf>



WHITE BEAR LAKE AREA SCHOOLS

Electronic Technologies Acceptable Use Agreement - Staff

By signing this agreement, I accept and agree to abide by the White Bear Lake Area Schools Electronic Technologies Acceptable Use Policy¹. I understand that the primary purpose of using School District electronic technologies is educational. I will limit my usage to educational purposes that further goals consistent with the mission and policies of the School District.

I agree to protect the confidentiality of my passwords and accept responsibility for anything set on the network under my login or IP address.

I understand that use of School District electronic technologies is a privilege, not a right. Acceptable use of the District's Electronic Technologies is my responsibility. Unacceptable use of the District Electronic Technologies or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate School District policies, including suspension or termination of employment; or civil or criminal liability under other applicable laws.

I will not use School District electronic technologies to engage in any behavior or to access, reievw, upload, download, store, print, post, transmit or distribute any illegal, inappropriate, destructive or harmful content.

I understand that personal use of District Electronic Technologies must be appropriately limited, consistent with provisions in this and other district policies, and shall not interfere with school duties or responsibilities.

I will not use School District electronic technologies to violate copyright laws or usage licensing agreements.

I will not use School District electronic technologies to conduct personal business.

I recognize that, even though the School District uses technical means to filter Internet access, these limits do not provide a foolproof means to prevent access to all inappropriate information. It is my responsibility to avoid such information and inform an appropriate School District official immediately if I access any inappropriate information.

I understand that my use of School District electronic technologies is not private and that all of my activity, transmissions, documents, posts etc., are subject to review and monitoring by School District personnel.

I release the School District from any liability resulting from actions I take while using School District electronic technologies including unwanted financial obligations.

The School District may provide personal accounts for communication, document sharing and access to educational tools. Any access I am granted to personal accounts through the School District must meet all of these criteria.

Name (Please Print): _____

Signature: _____ Date: _____

¹ View the Electronic Technologies Acceptable Use Policy at: <http://goo.gl/SUghlf>

AGENDA ITEM: **Policy 708, Transportation of Nonpublic School Students**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Operational Item**

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

BACKGROUND:

School Board Policy 708, Transportation of Nonpublic School Students, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February, and is being recommended for a second reading.

This policy had minor changes to sections III. Eligibility and major changes in Legal References.

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

Recommended Action: Move to approve *Policy 708, Transportation of Nonpublic School Students, as recommended by the School Board Policy Committee and Cabinet.*

Adopted: December 9, 1996

*White Bear Lake Area
School Board Policy 708*

Revised: September 9, 2013

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minn. Stat. §§ 123B.88 and §123B.92 when applicable. (Minn. Stat. § 123B.86, Subd. 1)
- B. Upon the request of a parent or guardian, the resident school district shall provide school bus transportation to the resident school district boundary for students residing in the resident school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation shall be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the resident school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (~~Minn. Stat. § 123B.88, Subd. 1;~~ **Minn. Stat. § 123B.86, Subd. 2(a)**)
- C. The resident school district may provide school bus transportation to a nonpublic school in another school district for students residing in the resident school district and attending that school. The resident district may provide this transportation whether there is or is not another nonpublic school within the transporting school district if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the resident school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the resident school district boundaries. (Minn. Stat. § 123B.86, Subd. 2(b))

- D. The school district shall provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services, if the school district elects to provide pupil support services at a site other than a nonpublic school. (Minn. Stat. § 123B.44, Subd. 1)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students and any other matter relating thereto shall be within the sole discretion, control and management of the school district. (Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a)
- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

IV. SPECIAL EDUCATION/DISABLED STUDENTS

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district shall provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the resident school district shall provide necessary transportation for that student between the resident school district boundary and the educational facility. The resident school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the resident school district. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (Minn. Stat. § 125A.18)
- B. Disabled students whose disabling conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport disabled students on the basis of the disabling condition and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1)
- C. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use

of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)

- D. Any parent or guardian of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 120.17 125A (Minn. Rules Part 3520.330 7470.1600, subp. 2)

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [WBLASB Policy 707] shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References: Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123.76 84 (Policy)
Minn. Stat. § 123.78 86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (Compliance by Nonpublic and Charter School Students)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Children With a Disability)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)
Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)
~~Minn. Stat. § 123B.92 (Transportation Aid Entitlement)~~
~~Minn. R. 3520.3300 (Transportation of Handicapped Students)~~

Cross References: WBLASB Policy 707 (Transportation of Public School Students)
WBLASB Policy 709 (Student Transportation Safety Policy)
MSBA Service Manual, Chapter 2, Transportation
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)

Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)

AGENDA ITEM: **Policy 711, Video Recording on School Buses**

MEETING DATE: **March 5, 2018**

SUGGESTED DISPOSITION: **Operation Item**

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

BACKGROUND:

School Board Policy 711, Video Recording on School Buses, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in February, and is being recommended for a second reading.

This policy had minor changes to include adding “and employees” in purpose and B1; adding C. Private Transportation Providers; and adding information in the cross reference section.

The purpose of this policy is the transportation of students to and from school is an important function of the school district, and transportation by the school district is a privilege and not a right for an eligible student. The behavior of students and employees on the bus is a significant factor in the safety and efficiency of school bus transportation. Students and employee’s misbehavior increases the potential risks of injury. Therefore, the school district believes that video recording passengers and employees on the school bus will encourage good behavior and, as a result, promote safety. The purpose of this policy is to allow the establishment of a school bus video recording system.

Recommended Action: Move to approve *Policy 711, Video Recording on School Buses*, as recommended by the School Board Policy Committee and Cabinet.

Adopted: December 9, 1996
Revised: September 8, 1997
Revised: December 10, 2001
Revised: March 7, 2011

*White Bear Lake Area
School Board Policy 711*

711 VIDEO RECORDING ON SCHOOL BUSES

I. PURPOSE

The transportation of students to and from school is an important function of the school district, and transportation by the school district is a privilege and not a right for an eligible student. The behavior of students and employees on the bus is a significant factor in the safety and efficiency of school bus transportation. Student and employees misbehavior increases the potential risks of injury. Therefore, the school district believes that video recording passengers and employees on the school bus will encourage good behavior and, as a result, promote safety. The purpose of this policy is to allow the establishment of a school bus video recording system.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Each and every school bus owned, leased, contracted and/or operated by the school district may be equipped with a fully enclosed box for placement and operation of a video camera and conspicuously placed signs notifying riders that their conversations or actions may be recorded on tape.
2. A video camera will not necessarily be installed in each and every school bus owned, leased, contracted and/or operated by the school district, but video cameras may be rotated from bus to bus without prior notice to drivers or students.
3. Video cameras may be placed on a particular school bus, to the extent possible, where the school district has received complaints of inappropriate behavior.

B. Use of Video Recording

1. A video recording of the actions of student passengers and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct on the bus.
2. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the

Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and the rules and/or regulations promulgated thereunder.

3. A video recording will be viewed by school district personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the school district.
4. A video recording will be retained by the school district until relooped or until the conclusion of the disciplinary proceedings in which the video recording is used for evidence.

C. Private Transportation Providers

Private transportation providers that offer transportation services to the District must comply with the provisions of the Policy. With the exception of any existing transportation contracts, all transportation contracts between the school district and private transportation providers shall include a requirement that school bus video recordings must be promptly made available to the school district upon request and must be maintained in accordance with the requirements of the Minnesota Government Data Practice Act and the Family Educational Rights and Privacy Act.

~~NOTE: School districts should review their record retention policies/schedules as to the stated retention period for school bus video recordings. The retention time period in the retention schedule should be consistent with the retention time period set forth in this policy. The January 2000 School District General Records Retention Schedule, adopted by many school districts, provides that building security/transportation video recordings are to be retained until relooped.~~

Legal Reference: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records, Administration)
Minn. Rules Pts. 1205.0100-1205.2000 (Data Practices).
20 U.S.C. 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross Reference: WBLASB Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
WBLASB Policy 406 (Public and Private Personnel Data)
WBLASB Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
WBLASB Policy 506 (Student Discipline)
WBLASB Policy 515 (Protection and Privacy of Student Records)
WBLASB Policy 709 (Student Transportation Safety Policy)
WBLASB Policy 712 (Video Surveillance Other Than on Buses)
MSBA Service Manual, Chapter 40 2, Transportation