

**INDEPENDENT SCHOOL  
DISTRICT #624**



**SCHOOL BOARD  
MEETING PACKET**

November 12, 2019

# MISSION STATEMENT

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

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

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

To: Members of the School Board

From: Dr. Wayne Kazmierczak  
Superintendent of Schools

Date: November 4, 2019

A student recognition will be held on **Tuesday, November 12, 2019** 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 **Tuesday, November 12, 2019** at 7:00 p.m. in Room 112 at District Center, 4855 Bloom Avenue, White Bear Lake, MN.

**AGENDA**

**A. PROCEDURAL ITEMS**

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

**B. PUBLIC FORUM**

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

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

8. Citizens may be asked to address the school board on a particular subject during the discussion of that item.
9. The School Board chairperson will attempt to reasonably honor requests to speak, but shall also exercise discretion with regard to time constraints and therefore may limit the number of requests to speak accordingly.

**C. INFORMATION ITEMS**

1. District Equity and Achievement Committee Update
2. Superintendent's Report

**D. DISCUSSION ITEMS**

1. First Reading of School Board Policies
  - a. Policy 410, Family and Medical Leave Policy
  - b. Policy 516, Student Medication
  - c. Policy 528, Student Parental, Family and Marital Status Nondiscrimination

**E. OPERATIONAL ITEMS**

1. Action on Resolution Canvassing Returns of Votes of the School District General Election (School Board Members) on November 5, 2019
2. Action on Resolution Canvassing Returns of Votes of School District Special Election (Bond Referendum) on November 5, 2019
3. Action on Resolution Authorizing Issuance of Certificates of Election and Directing the School District to Perform Other Related Elections Duties
4. Action on Approval of Polling Locations for 2020 State Primary and General Elections.
5. Action on Health Insurance Rates Effective January 1, 2020
6. Action on the Acceptance of Ryan Art Grants
7. Action on the Acceptance of Brosious Grants
8. Acceptance of Tentative Agreement 2019-21 Contract SEIU Local Unit #284 Paraeducators for 2019-2021
9. Acceptance of Tentative Agreement 2019-21 Contract SEIU Local Unit #284 - Secretarial and Clerical Employees
10. Acceptance of Tentative Contract for 2019-21 Fiscal Year with Non-Affiliated and Administrative Employees
11. Acceptance of Tentative Contract for 2019-21 Fiscal Year with White Bear Principals' Association
12. Action on Second Reading of School Board Policies
  - a. Policy 601, School District Curriculum and Instruction Goals

- b. Policy 603, Curriculum Development
  - c. Policy 613, Graduation Requirements
  - d. Policy 618, Assessment of Student Achievement
  - e. Policy 619, Staff Development for Standards
13. Action on approval of Architectural Services Agreement
14. Action on Approval of Property Purchase Agreements\*

**F. BOARD FORUM**

**G. ADJOURNMENT**

*\*Closed session pursuant to Minn.Stat. 13D.05, subd. 3(c) to consider an offer to purchase property identified as Parcel Number: 30.031.21.41.0016 located in Washington County, State of Minnesota.*

# **A. PROCEDURAL ITEMS**

AGENDA ITEM: **Consent Agenda**  
MEETING DATE: **November 12, 2019**  
SUGGESTED DISPOSITION: **Action Items**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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

**Consent Agenda**

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

**RECOMMENDED ACTION:**

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

AGENDA ITEM: **School Board Minutes**  
MEETING DATE: **November 12, 2019**  
SUGGESTED DISPOSITION: **Action Item**  
CONTACT PERSON(S): **Ellen Fahey, School Board Clerk**

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**BACKGROUND:**

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

**RECOMMENDED ACTION:**  
Approve minutes.

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

A meeting of the White Bear Lake Area School Board was held on Monday, October 14, 2019 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: Beloyed, Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson  
Ex-Officio: Dr. Wayne Kazmierczak  
Cabinet: Asper, Maurer, Mons, Ouren, Paul, Vette  
School Board Student Representative: Carroll
3. Pledge of Allegiance
4. Ellison moved and Newmaster seconded to approve the agenda as presented. *Voice vote: All ayes. Motion carried.*
5. Chapman moved and Fahey seconded to approve the consent agenda consisting of:
  - Approval of minutes for regular Board meeting of September 9, regular/special meeting on September 23, and work-study minutes of September 23;
  - 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/NON-RENEWAL– CLASSIFIED STAFF**
      - Jessica Ebert– Pupil Support Assistant, Otter Lake Elementary  
Employed by District 624 since 02/11/2019  
Effective Date: 08/19/2019
      - Rebecca Hanson– Pupil Support Assistant, Willow Lane Elementary  
Employed by District 624 since 11/27/2017  
Effective Date: 08/19/2019
      - Clifford Lutz– Custodian, Vadnais Heights Elementary  
Employed by District 624 since 08/19/2019  
Effective Date: 09/20/2019
      - Megan Thompson– Pupil Support Assistant, Willow Lane Elementary  
Employed by District 624 since 02/11/2019  
Effective Date: 08/16/2019
      - Brittney Truen– Program Assistant Leader, Hugo Elementary  
Employed by District 624 since 08/27/2012  
Effective Date: 09/18/2019
    - **FULL TIME LEAVE OF ABSENCE – CLASSIFIED STAFF**
      - Mark Plaster– Custodial, Area Learning Center  
Employed by District 624 since 08/23/1988  
Effective Date: 07/09/2019 for up to 1 Year
    - **FULL TIME LEAVE OF ABSENCE – CERTIFIED STAFF**
      - Allison Berglin– Special Education Teacher, WBLAHS – North Campus  
Employed by District 624 since 08/22/2016  
Effective Date: 08/26/2019 through 10/07/2019
      - Brooke Bergmann– Special Education Teacher, Sunrise Park Middle School  
Employed by District 624 since 08/21/2013  
Effective Date: 08/26/2019 through 10/25/2019

Maggie Clark– Grade 5 Teacher, Oneka Elementary

Employed by District 624 since 03/30/2015

Effective Date: 09/09/2019 through 12/19/2019

Jillian Fagerness– Special Education Teacher, Sunrise Park Middle School

Employed by District 624 since 08/19/2019

Effective Date: 09/03/2019 through 11/08/2019

John Forestell– Language Arts Teacher, Area Learning Center

Employed by District 624 since 08/21/2008

Effective Date: 09/17/2019 through 10/25/2019

Sarah Forestell– Spanish Teacher, WBLAHS – North Campus

Employed by District 624 since 08/27/2009

Effective Date: 09/17/2019 through 12/06/2019

Normalyn Haley– Grade 4 Teacher, Vadnais Heights Elementary

Employed by District 624 since 08/21/2013

Effective Date: 08/26/2019 through 11/01/2019

Lindsey Hempstead– Grade 3 Teacher, Oneka Elementary

Employed by District 624 since 09/14/2015

Effective Date: 08/26/2019 through 11/29/2019

Kristi Holman– Spanish and AVID Teacher, Central Middle School

Employed by District 624 since 08/20/2014

Effective Date: 08/26/2019 through 10/21/2019

Angela Peterson– Mathematics Teacher, WBLAHS – North Campus

Employed by District 624 since 08/21/2017

Effective Date: 08/26/2019 through 09/25/201

➤ **CHANGE IN ASSIGNMENT - CLASSIFIED**

Elizabeth Fischer – From Program Assistant Leader, Birch Lake Elementary

To Pupil Support Assistant, Lakeaires Elementary

\$18.77 per hr., 32.5 hrs., per week, \$20,862.85

Effective Date: 09/12/2019

Tera Kunze-Moore – From Behavior Management Asst., Matoska Elementary

To Pupil Support Assistant, Matoska Elementary

\$18.77 per hr., 32.5 hrs., per week, \$21,838.89

Effective Date: 09/02/2019

Diane Smith – From Program Aide, 28.75 hrs., per week, Willow Elementary

To Program Assistant Leader, 30.0 hrs., per week, \$14.55 per hr, \$17,896.50

Effective Date: 09/16/2019

Refugio Leon Zamudio – Instructional Assistant, Vadnais Elementary Elementary

From 28.0 hrs., per week to 35.0 hrs., per week

\$18.33 per hr., \$20,016.36

Effective Date: 09/02/2019

➤ **EXTRA ASSIGNMENT – CERTIFIED STAFF**

Joshua Lane – .1 FTE Language Arts Teacher, WBLAHS – South Campus

MA+60, Step 8, \$6,793.00

Effective Date: 2019-2020 School Year

Amber Rustand – .1 FTE American History Teacher, Central Middle School

MA, Step 11, \$7,703.80

Effective Date: 2019-2020 School Year

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

Paul Seeba– Social Studies Teacher, WBLAHS – North Campus

Employed by District 624 since 08/30/1999

Effective Date: 2019-2020 School Year

➤ **NEW PERSONNEL – CLASSIFIED STAFF**

STACY BERTELSEN– Program Assistant & Lunch/Playground Super., Otter Lake Elementary

\$13.98 per hr., 22.5 hours per week & \$17.63 per hr., 10 hours per week,

\$19,051.83

Effective Date: 09/12/2019

Debra Campanaro– BEAR Fun Assist. & Program Assistant, Lincoln & Hugo Elementary

\$13.98 per hr., 23.75 hours per week, \$14,144.26

Effective Date: 09/03/2019

Douglas Collier– Custodian, WBLAHS – South Campus

\$18.35 per hr. plus \$.30 Shift Differential, 40.0 hours per week, \$28,347.99

Effective Date: 10/07/2019

Marnie Denn– Part-Time Float Cook, District Wide

\$15.09 per hr., 18.75 hours per week, \$8,771.06

Effective Date: 10/08/2019

Jann Edberg– Program Assistant, Hugo Elementary

\$13.98 per hr., 12.5 hours per week, \$7,698.00

Effective Date: 08/26/2019

Delanie Ficek– Program Assistant, Vadnais Heights Elementary

\$14.55 per hr., 22.5 hours per week, \$13,422.37

Effective Date: 09/04/2019

Michael Fink– Assist. Head Custodial Engineer, “A” Building, Central Middle School

\$22.25 per hr. plus \$.30 Shift Differential, 40.0 hours per week, \$34,275.99

Effective Date: 10/07/2019

Anthony Kromvig– Custodian, Vadnais Heights Elementary & WBLAHS – South Campus

\$18.35 per hr. plus \$.30 Shift Differential, 40.0 hours per week, \$28,347.99

Effective Date: 10/07/2019

Christine La Pean– Instructional Assistant (ADSIS), Matoska Elementary

\$18.33 per hr., 25 hours per week, \$16,405.35

Effective Date: 09/13/2019

Asheanna Lee– Program Assistant, Hugo Elementary

\$13.98 per hr., 13.5 hours per week, \$7,586.94

Effective Date: 09/20/2019

Alicia Lewis– Pupil Support Assistant, Vadnais Heights Elementary

\$18.77 per hr., 32.5 hours per week, \$20,862.85

Effective Date: 09/12/2019

Heather Oswald– Pupil Support Assistant, Willow Lane Elementary

\$18.77 per hr., 32.5 hours per week, \$21,106.86

Effective Date: 09/10/2019

Tiandra Shrestha– Program Assistant, Birch and Otter Lake Elementary

\$13.98 per hr., 18.0 hours per week, \$10,065.60

Effective Date: 09/23/2019

Shannon Simpkins– Part-Time Cook, WBLAHS – North Campus

\$15.09 per hr., 18.75 hours per week, \$9,619.87

Effective Date: 09/23/2019

- **NEW PERSONNEL – NON-AFFILIATED**  
Lori Grady – Preschool Teacher, Hugo Elementary  
 7 hrs., per week, \$7,580.16  
 Effective Date: 2019-2020 School Year
- **NEW PERSONNEL – CERTIFIED STAFF**  
Molly Lee – .75 FTE Elementary Media Coordinator, District Wide  
 BA, Step 2, \$33,356.87  
 Effective Date: 09/23/2019
- **LONG TERM SUBSTITUTE – CERTIFIED STAFF**  
Angela Haasch – .6 FTE EL Teacher, Lakeaires and Lincoln Elementary  
 MA, Step 12, \$50,633.00  
 Effective Date: 10/02/2019 through 06/08/2020  
Mary Hellmark – Spanish Teacher, WBLAHS – North Campus  
 BA, Step 4, \$15,462.69  
 Effective Date: 09/16/2019 through 12/09/2019  
Michelle Johnson – .5 FTE Kindergarten Teacher, Birch Lake Elementary  
 BA, Step 6, \$21,483.17  
 Effective Date: 10/04/2019 through 06/08/2020  
Nancy Kirsch-Higgs – Special Education Teacher, Oneka Elementary  
 \$330.00 per day, 54 days  
 Effective Date: 08/26/2019 through 11/12/2019  
Hannah Kranz – 5<sup>th</sup> Grade Teacher, Oneka Elementary  
 BA, Step 2, \$17,130.18  
 Effective Date: 09/09/2019 through 12/20/2019  
Maxwell Schmetterer – Language Arts Teacher, Area Learning Center  
 \$260.64 per day, 31 days  
 Effective Date: 09/19/2019 through 10/31/2019  
Kay Zwiers – .4 FTE Special Education Teacher, WBLAHS – North Campus  
 BA, Step 2, \$16,836.70  
 Effective Date: 2019-2020 School Year

**B. PUBLIC FORUM – No speakers**

**C. INFORMATION ITEMS**

1. Superintendent's Report - Before the meeting, students who received honors in the AP Scholar and National Merit programs were recognized. A total of 110 WBLAHS students and graduates were recognized in the honors program this year. Thank you to the volunteers and attendees who joined us to celebrate Homecoming - with special thanks going to Mary Kowitz and Carol McFarlene who spearheaded an All-School Reunion event. The original White Bear Lake Area High School was commemorated for being more than 100 years old with a new bear and Washington School bell monument. Coffee with Dr. K 11:30 a.m. - 12:30 p.m. Wednesday, October 23 at the Downtown White Bear Lake Caribou Coffee. District students are encouraged to wear orange on Wednesday, October 23 in honor of Unity Day, the signature event of National Bullying Prevention Month. Tickets for the Fall Musical, "AIDA" are currently on sale. Shows will be performed at 7 p.m. on Nov. 15-16 and Nov. 21-23. Matinees will take place at 2 p.m. on Nov. 16 & 23. The Nov. 16 matinee will have an American Sign Language Interpreter and will be free for senior citizens, who should reserve tickets through the regular ticket process. October

Recognitions are: National Principals Month & National Bullying Prevention Month; National School Lunch Week; Indigenous Peoples Day; End of Hispanic Heritage Month; National Boss's Day; National Safe Schools Week/National School Bus Safety Week; Unity Day. Emergency School Closings

If winter weather is so severe that schools need to close, parents will also be alerted in three ways as soon as a decision is made. A SchoolMessenger phone message and email will be sent to all parents. Those who have opted in to receive text messages will be alerted in that way as well. A message will be posted on the homepage ([www.isd624.org](http://www.isd624.org)) Messages will be posted on the District's Facebook and Twitter pages. Always assume schools are open and in session, unless you hear or see differently from a source listed below. Bond Referendum Update: Three Public Meetings took place during the last week of September and the first week of October. The materials from the Public Meetings, including flyers, presentation files, and a Q&A doc can be found on the district's site at [www.isd624.org/Bond2019](http://www.isd624.org/Bond2019). Additional information that can be found on the site includes: Confirmation that the district can build the unified high school on land already owned by the district; Comparison of the district's debt levy info; Tax Rebate opportunities. As always, please reach out to me if you have any questions. Please vote on this important community question on November 5.

**Student Liaison Update** Happy October everyone! I don't think anyone was expecting snow this soon. This week everyone can spend a little more time out in the cold at the Harvest Bowl football game on Wednesday night at 7 pm. Student Council will be collecting cans at the gate and if you bring three cans or non-perishable items for our local food shelf you get free admission. Finishing off this week is MEA. At the end of the month, on Halloween, National Honor Society will be hosting the first of two blood drives at South Campus this year. On Halloween night, keep an eye out for any students trick-or-canning. Students will be out collecting non-perishable food items for our local White Bear Lake Food Shelf. Tickets for the Fall Musical, Aida, are on sale now. The link is on the district website. Get your tickets as soon as possible, they sell out fast! Go Bears!

#### **D. DISCUSSION ITEMS**

1. 2018-19 World's Best Workforce Annual Report - Assessment Coordinator Brian Morris presented the 2018-19 World's Best Workforce academic goals, results, trends, and future actions. The goals and results relate to the following five priorities: All children are ready for kindergarten; All third-graders can read at grade-level; All achievement gaps are closed; All students are ready for career and/or postsecondary education; and All students graduate. The progress on the four goals of the Achievement and Integration Plan was reported. The presentation is available on the district website.
2. Sustainability Update - Assistant Superintendent Sara Paul, Operations Coordinator Dan Roeser, White Bear Lake City Manager Ellen Hiniker, students Madison Carroll and Sophie Davis reported how the culture of sustainability in the WBLAS has impacted district operations, student involvement, and community engagement. The report included information on our Waste Reduction and Recycling Program, LED Lighting, Solar Panel installation at six of our schools, and Water Conservation efforts. Student Madison Carroll reported on the student involvement in recycling, water conservation in partnership with Ramsey and Anoka County Environmental Resource Specialists, and that the Environmental Club will lead a statewide student summit. Student Sophie Davis reported on her involvement with H2O For Life, her testimony at the State legislature, and

her internship at TRANE to work on energy efficient processes. White Bear Lake City Manager Ellen Hiniker reported on their partnership with a community in Germany as a member of Climate Smart Municipalities and involvement of the School District resulting in a WBLAHS math class working with a German high school class to examine weather data. WBLAHS students submitted a video on energy and sustainability and received first place. A grant proposal has been submitted by the district and the City of White Bear Lake to participate in a pilot for connected and autonomous vehicles with Century College and the University of MN. The report is available on the district website.

3. First Reading of School Board Policies

- a. Policy 601, School District Curriculum and Instruction Goals
- b. Policy 603, Curriculum Development
- c. Policy 613, Graduation Requirements
- d. Policy 618, Assessment of Student Achievement
- e. Policy 619, Staff Development for Standards

These policies will be on the November 11<sup>th</sup> School Board meeting as operational items.

**NOTE:** Policy 613 had a recommended change in Section II General Statement of Policy.

**E. OPERATIONAL ITEMS**

1. Chapman moved and Newmaster second to approve Policy 205 – Open Meeting and Closed Meeting; Policy 402 – Disability Nondiscrimination; Policy 419 – Tobacco-Free Environment; Policy 423 – Employee – Student Relationships; and Policy 523 – Policies Incorporated. *Voice vote: all ayes. Nays none. Motion carried.*

**F. BOARD FORUM** - Wilson mentioned that information regarding the Bond Referendum is on the district website. Ellison acknowledged that the school district is on ancestral Dakota land and it is Indigenous Peoples Day. Mullin thanked the organizers of the WBLAEF Gala. Beloyed reported that Lincoln Elementary has been recognized as a National Blue Ribbon School.

**G. ADJOURNMENT** - Wilson moved and Mullin seconded to adjourn at 7:53 p.m.

Submitted by Ellen Fahey, clerk

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

A work study meeting of the White Bear Lake Area School Board was held on **October 28, 2019** at **5:30 p.m.** in Community Room 112 at the District Center, 4855 Bloom Avenue, White Bear Lake, MN.

**A. PROCEDURAL ITEMS**

Call to order - Mullin called the meeting to order at 5:30 p.m.

Roll Call - Present : Beloyed, Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson

Ex-officio: Kazmierczak

Student Liaison: Jennifer Adams

Cabinet: Asper, Gillespie, Maurer, Mons, Ouren, Paul, Vette, Wald

**B. DISCUSSION ITEMS**

**1. North Homes Mental Health Partnership with Birch Lake Elementary** - Director of Student Support Services Lisa Ouren, Birch Lake Elementary School Psychologist Trevor Putnam, and Student Support Services Supervisor Jill Tessman provided an overview of our partnership with North Homes Children and Family services. This social-emotional learning initiative will provide mental health services integrated into the Birch Lake school culture within the school day with the intent to expand this model to other schools in the future. North Homes Compliance Director Rachel Bougalis, M.S. LPCC was present to answer questions. The presentation is available on the website.

**2. Elementary and Middle School Literacy Update** - Assistant Superintendent Sara Paul, Teaching and Learning Coordinators Jen Babiash and Ann Malwitz, Principals Lori Mosser, Cynthia Mueller, Cathryn Peterson, and Christina Pierre, and teachers Melisa Dahl, Tamara Dobbins, Debra Hibbard, Katie Nohr, Luanne Oklobzija, Carla Triggs, and Rachel White provided an overview of the strategic adjustments since the establishment of the Literacy Framework in 2011 to the Literacy Focus for 2019. Strategic adjustments to improve student literacy include a comprehensive approach integrated across the curriculum and a connected, supported system of professional development with principals, curriculum leaders, instructional coaches and teachers working together to implement research-based teaching strategies and practices. The presentation is available on the website.

**3. Bond Referendum Update** - Assistant Superintendent for Finance and Operations Tim Wald presented an update on the November 5th Building Bond Referendum. If approved, the bond funding would provide space for our growing enrollment throughout the district,

improve school safety and security, address deferred maintenance needs and update classrooms for more flexible learning spaces.

**4. Negotiations 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.

Wilson moved and Fahey seconded to go into closed session at 6:34 p.m.

*Voice vote: all ayes. Motion carried.*

Chair Mullin reconvened the meeting at 6:44 p.m. Board members present: Beloyed, Chapman, Ellison, Fahey, Mullin, Newmaster, Wilson. Administrators present: Kazmierczak, Mons, Wald

**C. ADJOURNMENT** - Chair Mullin adjourned the meeting at 6:51 p.m.

Submitted by: Ellen Fahey, Clerk

AGENDA ITEM: Monthly Check Registers

MEETING DATE: November 12, 2019

SUGGESTED DISPOSITION: Action Item

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

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**BACKGROUND:**

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

**RECOMMENDED ACTION:**

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

## White Bear Lake Area Schools Electronic Transfers - October

		<u>10/15/2019</u>	<u>10/31/2019</u>
Direct Deposit	562600-564138	2,120,055.97	
Direct Deposit	564139-565659		1,904,602.55

CHECK NUMBER	VENDOR	AMOUNT	CHECK DATE	CHECK TYPE
103684	916 EDUC FOUNDATION	\$ 250.00	10/2/2019	R
103685	AARP DRIVER SAFETY PROGRAM	\$ 485.00	10/2/2019	S
103686	AARP DRIVER SAFETY PROGRAM	\$ 475.00	10/2/2019	S
103687	AARP DRIVER SAFETY PROGRAM	\$ 470.00	10/2/2019	S
103688	ACCLAIM SERVICES INC	\$ 2,779.65	10/2/2019	R
103689	ACOUSTICS ASSOCIATES	\$ 7,230.00	10/2/2019	R
103690	ACP DIRECT	\$ 387.95	10/2/2019	R
103691	ALBRECHT, GARY	\$ 300.00	10/2/2019	R
103692	ALLSTREAM	\$ 52.88	10/2/2019	R
103693	AMERICAN TIME	\$ 355.56	10/2/2019	R
103694	AMPLIFIED IT LCC	\$ 8,063.30	10/2/2019	R
103695	ANDERSON, ANTHONY	\$ 158.00	10/2/2019	R
103696	ANDERSON, TOM	\$ 375.00	10/2/2019	R
103697	ANOKA-HENNEPIN SCHOOL DISTRICT	\$ 1,905.93	10/2/2019	R
103698	APPARENTLY GRAPHIC, LTD.	\$ 528.00	10/2/2019	R
103699	ARCH LANGUAGE NETWORK	\$ 925.00	10/2/2019	R
103700	ASL INTERPRETING SERVICES	\$ 128.00	10/2/2019	R
103701	AUTISM SOCIETY OF MINNESOTA	\$ 275.00	10/2/2019	R
103702	BALD EAGLE SPORTSMENS ASSOC	\$ 2,784.00	10/2/2019	R
103703	BARNETT WB CHRYSLER JEEP DODGE	\$ 2,635.48	10/2/2019	R
103704	BATTERIES PLUS BULBS	\$ 248.73	10/2/2019	R
103705	BENCHMARK EDUCATION COMPANY	\$ 9,440.20	10/2/2019	R
103706	BERARD, LEAH	\$ 79.00	10/2/2019	R
103707	BERGER, AARON	\$ 450.00	10/2/2019	R
103708	BEST BUY BUSINESS ADVANTAGE ACCT	\$ 90.00	10/2/2019	R
103709	BETMAR LANGUAGES	\$ 93.34	10/2/2019	R
103710	BIYANI, VIVEKA	\$ 200.00	10/2/2019	R
103711	BLICK ART MATERIALS	\$ 727.22	10/2/2019	R
103712	BLUE TARP FINANCIAL INC	\$ 159.99	10/2/2019	R
103713	BOE ORNAMENTAL IRON INC	\$ 13,550.00	10/2/2019	R
103714	BOYER TRUCKS	\$ 1,498.56	10/2/2019	R
103715	BPAM	\$ 95.00	10/2/2019	R
103716	BROWN, BRUCE	\$ 153.00	10/2/2019	R
103717	BSN SPORTS	\$ 498.62	10/2/2019	R
103718	THE BUG COMPANY	\$ 14.00	10/2/2019	R
103719	BUREAU OF EDUCATION & RESEARCH	\$ 777.00	10/2/2019	R
103720	THE CAMBRIAN GROUP	\$ 16,544.61	10/2/2019	R
103721	CAPITAL ONE COMMERCIAL	\$ 424.51	10/2/2019	R
103722	CARLSON, JEREMY	\$ 79.00	10/2/2019	R
103723	CASCADE BAY	\$ 126.00	10/2/2019	R
103724	CDW GOVERNMENT INC	\$ 5,468.50	10/2/2019	R
103725	CENTRAL ROOFING CO	\$ 26,418.50	10/2/2019	R
103726	CERVENA, ANGELA	\$ 92.00	10/2/2019	R
103727	CHEER MUSIC ADDICTION LLC	\$ 700.00	10/2/2019	R
103728	CHILDREN'S HEALTH MARKET INC	\$ 554.40	10/2/2019	R

103729 CHILDREN'S THEATER COMPANY	\$	640.00	10/2/2019 R
103730 CINTAS CORP #470	\$	253.76	10/2/2019 R
103731 THE COLLEGE BOARD-MRO	\$	235.00	10/2/2019 R
103732 COMBS, DEWAYNE	\$	120.00	10/2/2019 R
103733 COMCAST	\$	293.06	10/2/2019 R
103734 COMMERCIAL KITCHEN SERVICES	\$	812.50	10/2/2019 R
103735 COMMITTEE FOR CHILDREN	\$	3,512.00	10/2/2019 R
103736 CONNEY SAFETY	\$	128.17	10/2/2019 R
103737 CONSCIOUS DISCIPLINE	\$	743.00	10/2/2019 R
103738 CONTINENTAL RESEARCH CORP	\$	329.19	10/2/2019 R
103739 CORNERSTONE OCCUPATIONAL	\$	30.00	10/2/2019 R
103740 COURTNEY, MARK	\$	79.00	10/2/2019 R
103741 CRISIS PREVENTION INSTITUTE INC	\$	150.00	10/2/2019 R
103742 CRENSHAW, RICHARD JR	\$	200.00	10/2/2019 R
103743 CRIMSON CHEERLEADING	\$	1,440.00	10/2/2019 R
103744 CRYSTEEL TRUCK EQUIPMENT	\$	16,043.90	10/2/2019 R
103745 CUMMINS NPOWER LLC	\$	1,116.50	10/2/2019 R
103746 CUSTOM INK LLC	\$	1,948.83	10/2/2019 R
103747 DANICH, EMILY	\$	75.00	10/2/2019 R
103748 DAVIS, FORSTER	\$	60.00	10/2/2019 R
103749 DEEP PORTAGE	\$	12,775.00	10/2/2019 R
103750 DELEGARD TOOL OF TEXAS INC	\$	960.00	10/2/2019 R
103751 DELLWOOD COUNTRY CLUB	\$	2,485.38	10/2/2019 R
103752 DEMARC	\$	3,500.00	10/2/2019 R
103753 DEMCO INC	\$	2,433.51	10/2/2019 R
103754 DESIGNER SIGN SYSTEMS INC	\$	334.00	10/2/2019 R
103755 DOMINOS PIZZA	\$	911.88	10/2/2019 R
103756 DORNFELD, MARK	\$	79.00	10/2/2019 R
103757 DOUGLAS, SANDRA	\$	150.00	10/2/2019 R
103758 DREWS, JULIE	\$	2,000.00	10/2/2019 R
103759 DEFINITIVE TECHNOLOGY SOLUTIONS	\$	351.40	10/2/2019 R
103760 ECKROTH MUSIC	\$	794.00	10/2/2019 R
103761 ED'S TROPHIES INC	\$	267.31	10/2/2019 R
103762 EDINA CHEERLEADING	\$	1,070.00	10/2/2019 R
103763 EGAN	\$	9,720.00	10/2/2019 R
103764 ETA HAND2MIND	\$	433.38	10/2/2019 R
103765 EVERYDAY SPEECH LLC	\$	199.98	10/2/2019 R
103766 FASTENAL COMPANY	\$	134.31	10/2/2019 R
103767 FILTER RECYCLING SERVICES	\$	180.00	10/2/2019 R
103768 FIORAVANTI, MARC	\$	79.00	10/2/2019 R
103769 FITNESS FINDERS INC	\$	149.95	10/2/2019 R
103770 FITNESS DISTRIBUTING INC	\$	175.00	10/2/2019 R
103771 FREDERICKSON, AARON	\$	300.00	10/2/2019 R
103772 FREDERICKSON, KYLE	\$	1,590.00	10/2/2019 R
103773 FRONTRUNNER SCREEN PRINTING	\$	68.00	10/2/2019 R
103774 GALLAGHERS NORTHWESTERN TIRE CO INC	\$	1,809.19	10/2/2019 R
103775 GEM LAKE HILLS LLC	\$	150.57	10/2/2019 R

103776 GILLUND ENTERPRISES	\$	645.40	10/2/2019 R
103777 GOLD MEDAL	\$	67.95	10/2/2019 R
103778 GOLDCOM INC	\$	65.23	10/2/2019 R
103779 THE GOOD ACRE	\$	1,789.25	10/2/2019 R
103780 GREAT RIVER OFFICE PRODUCTS	\$	517.00	10/2/2019 R
103781 GRITZMACHER, SHAWN	\$	350.00	10/2/2019 R
103782 GROTH MUSIC CO	\$	523.90	10/2/2019 R
103783 GROUP MEDICAREBLUE RX	\$	26,208.00	10/2/2019 R
103784 HALLBERG ENGINEERING INC	\$	16,154.00	10/2/2019 R
103785 HALTER, TROY	\$	79.00	10/2/2019 R
103786 HD SOD	\$	720.00	10/2/2019 R
103787 HEDBERG SUPPLY	\$	1,510.00	10/2/2019 R
103788 HEGGIES PIZZA	\$	2,601.20	10/2/2019 R
103789 HEINEMANN	\$	519.75	10/2/2019 R
103790 HELGERSON, JEFFREY	\$	92.00	10/2/2019 R
103791 HERITAGE FOOD SERVICE GROUP	\$	207.47	10/2/2019 R
103792 HISDAHL INC	\$	1,483.10	10/2/2019 R
103793 HOGLUND BUS AND TRUCK CO	\$	8,397.09	10/2/2019 R
103794 HOUGHTON MIFFLIN HARCOURT	\$	559.89	10/2/2019 R
103795 HUGO EQUIPMENT CO	\$	107.98	10/2/2019 R
103796 HUGO'S TREE CARE	\$	750.00	10/2/2019 R
103797 IDENTISYS INC.	\$	659.81	10/2/2019 R
103798 IFD	\$	9,210.77	10/2/2019 R
103799 IMAGINE LEARNING	\$	4,200.00	10/2/2019 R
103800 INNOVATIVE GRAPHICS	\$	310.00	10/2/2019 R
103803 INNOVATIVE OFFICE SOLUTIONS	\$	23,219.06	10/2/2019 R
103804 INSTITUTE FOR MULTI SENSORY EDUCATION	\$	1,175.00	10/2/2019 R
103805 INTERMEDIATE DISTRICT 287	\$	2,505.80	10/2/2019 R
103806 ION INC	\$	336.95	10/2/2019 R
103807 ISD #625 ST PAUL PUBLIC SCHOOLS	\$	19,578.25	10/2/2019 R
103808 ISD #709 DULUTH	\$	2,400.00	10/2/2019 R
103809 J & R SCHOOL SUPPLIES	\$	120.00	10/2/2019 R
103810 JACKI BRICKMAN INC	\$	2,450.00	10/2/2019 R
103811 JAYTECH INC	\$	1,044.94	10/2/2019 R
103812 JEZORSKI, JEFF	\$	75.00	10/2/2019 R
103813 JOES SPORTING GOODS	\$	104.00	10/2/2019 R
103814 JOHNSON, TERESA	\$	92.00	10/2/2019 R
103815 JW PEPPER & SON INC	\$	1,539.27	10/2/2019 R
103816 KARLSBURGER FOODS INC	\$	379.20	10/2/2019 R
103817 KASAY, LAWRENCE	\$	75.00	10/2/2019 R
103818 KEYSTONE INTERPRETING SOLUTIONS	\$	1,348.00	10/2/2019 R
103819 KHALLOUK, MOHAMMED	\$	150.00	10/2/2019 R
103820 KIMBALL MIDWEST	\$	194.01	10/2/2019 R
103821 KIPPER, STANLEY	\$	1,800.00	10/2/2019 R
103822 KNUTSON FLYNN & DEANS PA	\$	100.00	10/2/2019 R
103823 KOCH NATIONALEASE	\$	1,934.93	10/2/2019 R
103824 KOCKELMAN, DEAN	\$	79.00	10/2/2019 R

103825 KOLBOW, CANDICE	\$	92.00	10/2/2019 R
103826 KRAFT CONTRACTING & MECHANICAL	\$	8,011.09	10/2/2019 R
103827 KRUGER, JORDAN	\$	89.00	10/2/2019 R
103828 KULLY SUPPLY COMPANY	\$	361.66	10/2/2019 R
103829 LAKESHORE LEARNING MATERIALS	\$	309.35	10/2/2019 R
103830 LARSON, JOHN	\$	196.08	10/2/2019 R
103831 LASHOMB, BRIAN	\$	79.00	10/2/2019 R
103832 LCSC	\$	675.00	10/2/2019 R
103834 LEARNING A-Z	\$	7,842.10	10/2/2019 R
103835 LEARNING WITHOUT TEARS	\$	800.00	10/2/2019 R
103836 LEAVING THE VILLAGE	\$	290.00	10/2/2019 R
103837 LEGENDS OF LEARNING, INC	\$	200.00	10/2/2019 R
103838 LEROUX, MATTHEW	\$	2,300.00	10/2/2019 R
103839 LIBERTY CLASSICAL ACADEMY	\$	750.00	10/2/2019 R
103840 LINDER, ROBERT	\$	79.00	10/2/2019 R
103841 LL BEAN	\$	2,399.20	10/2/2019 R
103842 LNHS	\$	300.00	10/2/2019 R
103843 THE LODGE AT GIANTS RIDGE	\$	1,273.72	10/2/2019 R
103844 L T G POWER EQUIPMENT	\$	47.00	10/2/2019 R
103845 MAAP STARS	\$	695.00	10/2/2019 R
103846 MACKIN EDUCATIONAL RESOURCES	\$	1,331.93	10/2/2019 R
103847 MADISON NATIONAL LIFE	\$	40,502.47	10/2/2019 R
103848 MAGNUSON, MORGAN	\$	92.00	10/2/2019 R
103849 MARCO PRODUCTS INC	\$	619.39	10/2/2019 R
103850 MN ASSOC OF SCH BUSINESS OFFICIALS	\$	130.00	10/2/2019 R
103851 MN ASSOC OF SECONDARY SCHOOL PRINCIPALS	\$	125.00	10/2/2019 R
103852 MATH LEARNING CENTER	\$	500.00	10/2/2019 R
103853 MAUER, MARK	\$	89.00	10/2/2019 R
103854 MAWSECO	\$	96.57	10/2/2019 R
103855 MCDONOUGH'S WATERJETTING AND	\$	486.75	10/2/2019 R
103856 MCPHILLIPS BROS ROOFING CO	\$	140,072.76	10/2/2019 R
103857 MEADOWOOD TOOL CO	\$	299.00	10/2/2019 R
103858 MEDICINE CHEST PHARMACY	\$	599.99	10/2/2019 R
103859 MEDTOX LABORATORIES	\$	38.11	10/2/2019 R
103860 METRO ECSU	\$	95.00	10/2/2019 R
103862 MIDWEST BUS PARTS INC	\$	3,368.07	10/2/2019 R
103863 MINDWORKS RESOURCES INCORPORATED	\$	1,485.00	10/2/2019 R
103864 MN ASSOC OF IB WORLD SCHOOLS	\$	250.00	10/2/2019 R
103865 MN HISTORICAL SOCIETY	\$	119.95	10/2/2019 R
103866 MN RECREATION AND PARK ASSOC	\$	185.00	10/2/2019 R
103867 MOORHEAD MACHINERY & BOILER CO	\$	4,286.98	10/2/2019 R
103868 MORITZ, CLAIRE	\$	770.70	10/2/2019 R
103869 THE MORRIS LEATHERMAN CO	\$	12,000.00	10/2/2019 R
103870 MOTT, RANDALL	\$	92.00	10/2/2019 R
103871 MOUNDS VIEW HIGH SCHOOL	\$	85.00	10/2/2019 R
103872 N2Y	\$	1,118.52	10/2/2019 R
103873 NAPA AUTO PARTS	\$	12.70	10/2/2019 R

103874 NARDINI FIRE EQUIPMENT CO INC	\$	64.76	10/2/2019 R
103875 NASCO	\$	2,751.55	10/2/2019 R
103876 NCPERS MINNESOTA	\$	144.00	10/2/2019 R
103877 NCS PEARSON INC	\$	1,529.84	10/2/2019 R
103878 NELSON, SHAWN	\$	60.00	10/2/2019 R
103879 NORCENTRONIX DISTRIBUTING	\$	1,396.00	10/2/2019 R
103884 NORTH CENTRAL BLUE BIRD BUS SALES	\$	9,523.79	10/2/2019 R
103885 NYSTROM PUBLISHING CO INC	\$	16,107.09	10/2/2019 R
103887 O'REILLY AUTOMOTIVE INC	\$	1,354.25	10/2/2019 R
103888 ODEGARD, THOMAS	\$	89.00	10/2/2019 R
103890 OFFICE DEPOT	\$	1,114.56	10/2/2019 R
103891 OLSON, ELIZABETH	\$	92.00	10/2/2019 R
103892 ON SITE SANITATION INC	\$	164.29	10/2/2019 R
103893 ORDWAY CENTER FOR PERFORMING	\$	520.00	10/2/2019 R
103894 OXYGEN SERVICE CO INC	\$	12.40	10/2/2019 R
103895 PALOS SPORTS INC	\$	89.27	10/2/2019 R
103896 PANERA LLC	\$	87.10	10/2/2019 R
103897 PARTSMaster	\$	589.82	10/2/2019 R
103898 PATTERSON, JAMES	\$	79.00	10/2/2019 R
103899 PEI, YWAHIHSO	\$	120.00	10/2/2019 R
103900 PERKINS, DAVID	\$	79.00	10/2/2019 R
103901 PETERSON BROS ROOFING & CONST	\$	752.23	10/2/2019 R
103902 PINZ	\$	88.00	10/2/2019 R
103903 PIONEER PRESS	\$	67.60	10/2/2019 R
103904 PITNEY BOWES PURCHASE POWER	\$	489.02	10/2/2019 R
103905 POKELA, KEITH	\$	92.00	10/2/2019 R
103907 POLAR CHEVROLET MAZDA	\$	1,601.94	10/2/2019 R
103908 PRESS PUBLICATIONS	\$	607.46	10/2/2019 R
103909 PRIOR LAKE CHEERLEADING	\$	1,308.00	10/2/2019 R
103910 PRO-ED INC	\$	244.20	10/2/2019 R
103911 PROJECT LEAD THE WAY	\$	417.00	10/2/2019 R
103912 PROMOTIONAL CONCEPTS	\$	50.00	10/2/2019 R
103913 RAK CONSTRUCTION INC	\$	351.80	10/2/2019 R
103914 RANKIN, ROD	\$	89.00	10/2/2019 R
103915 RATWIK ROSZAK & MALONEY PA	\$	2,018.00	10/2/2019 R
103916 READ NATURALLY INC	\$	4,425.00	10/2/2019 R
103917 REGION 4AA	\$	280.00	10/2/2019 R
103918 REVOLUTION SPORTING GOODS	\$	2,035.00	10/2/2019 R
103919 REYES, GERARDO	\$	60.00	10/2/2019 R
103920 RICK, CHRISTOPHER	\$	79.00	10/2/2019 R
103921 RIFTON EQUIPMENT	\$	1,170.00	10/2/2019 R
103922 RUPP ANDERSON SQUIRES & WALDSPURGER PA	\$	25.70	10/2/2019 R
103923 SAFE N SOUND MOBILE	\$	100.95	10/2/2019 R
103924 SAFETYFIRST PLAYGROUND SURFACING LLC	\$	300.00	10/2/2019 R
103925 SAGRASSE, ABDELAZIZ	\$	150.00	10/2/2019 R
103926 SAINTS NORTH MAPLEWOOD	\$	908.00	10/2/2019 R
103927 SAMACO SUPPLY	\$	84.08	10/2/2019 R

103928 SAMUELSON, SUSAN	\$	92.00	10/2/2019 R
103929 SANCHEZ, HUGO	\$	150.00	10/2/2019 R
103930 SCHMITT MUSIC COMPANY	\$	35.16	10/2/2019 R
103931 SCHOLASTIC READING CLUB	\$	260.31	10/2/2019 R
103932 SCHOOL FIX CATALOG	\$	511.29	10/2/2019 R
103934 SCHOOL HEALTH CORPORATION	\$	728.71	10/2/2019 R
103935 SCHOOL MATE	\$	351.00	10/2/2019 R
103936 SCHOOL SPECIALTY	\$	5,148.53	10/2/2019 R
103937 SCHOODOLOGY INC	\$	24,437.50	10/2/2019 R
103938 SDI INNOVATIONS	\$	159.49	10/2/2019 R
103939 SEEVER, GRAY	\$	160.00	10/2/2019 R
103940 SENOR WOOLY	\$	85.00	10/2/2019 R
103941 SERVATIUS LISA	\$	1,750.00	10/2/2019 R
103942 SEW EASY DESIGNS	\$	329.75	10/2/2019 R
103943 SHEA, JEFFREY	\$	75.00	10/2/2019 R
103944 SIGNATURE FUNDRAISING	\$	2,400.00	10/2/2019 R
103945 SKOW, KAREN	\$	550.00	10/2/2019 R
103946 SKYWARD INC	\$	97,460.00	10/2/2019 R
103947 SMITLEY, SHARON	\$	200.00	10/2/2019 R
103948 SPICER, RICHARD	\$	79.00	10/2/2019 R
103949 ST CROIX RECREATION FUND PLAYGROUNDS INC	\$	28,790.00	10/2/2019 R
103951 STAPLES ADVANTAGE	\$	1,615.42	10/2/2019 R
103952 STAR TRIBUNE NIE	\$	128.25	10/2/2019 R
103953 STATE SUPPLY CO	\$	368.02	10/2/2019 R
103954 STAY TUNED PIANO SERVICES	\$	196.00	10/2/2019 R
103955 STEVE WEISS MUSIC	\$	96.40	10/2/2019 R
103956 STILLWATER AREA HIGH SCHOOL	\$	105.00	10/2/2019 R
103957 STRATEGIC STAFFING SOLUTIONS	\$	5,552.13	10/2/2019 R
103958 SUBSCRIPTION SERV OF AMER INC	\$	30.00	10/2/2019 R
103959 SUMMIT COMPANIES	\$	440.00	10/2/2019 R
103960 SUNTEX INTL INC	\$	571.20	10/2/2019 R
103961 SUPREME SCHOOL SUPPLY CO	\$	53.45	10/2/2019 R
103962 SWINEHART, CHERYL	\$	37.50	10/2/2019 R
103963 TA SCHIFSKY & SONS INC	\$	68.99	10/2/2019 R
103964 TALCOTT, BRONSON	\$	475.57	10/2/2019 R
103965 TALKACHOU, ARKADY	\$	150.00	10/2/2019 R
103966 TAOLY, ROGER	\$	60.00	10/2/2019 R
103967 TEACHERS CURRICULUM INSTITUTE	\$	270.00	10/2/2019 R
103968 TEACHER SYNERGY LLC	\$	70.70	10/2/2019 R
103969 TENNIS ON SELBY	\$	3,300.00	10/2/2019 R
103970 THE FUN LAB	\$	819.00	10/2/2019 R
103971 THE NEW YORK TIMES	\$	390.00	10/2/2019 R
103972 THE ROMM TRIO	\$	1,000.00	10/2/2019 R
103973 TOBII DYNVOX	\$	84.99	10/2/2019 R
103974 TR ENVIRONMENTAL CONSULTING, LLC	\$	336.00	10/2/2019 R
103976 TRADE PRESS INC	\$	6,500.35	10/2/2019 R
103977 TRIMARK	\$	35.21	10/2/2019 R

103978 TRIO SUPPLY COMPANY	\$	4,156.75	10/2/2019 R
103979 TSA CONSULTING GROUP	\$	940.24	10/2/2019 R
103980 TSBL DISTRIBUTING	\$	51.03	10/2/2019 R
103981 TWIN CITY JANITOR SUPPLY CO	\$	2,437.00	10/2/2019 R
103982 UNIVERSAL ATHLETIC	\$	660.00	10/2/2019 R
103983 US FOODS CULINARY EQUIP & SUPPLIES	\$	1,144.25	10/2/2019 R
103984 VANG, TOUA	\$	150.00	10/2/2019 R
103985 VARSITY SPIRIT FASHIONS	\$	3,679.55	10/2/2019 R
103986 VERIZON WIRELESS	\$	1,356.48	10/2/2019 R
103987 VOYAGER SOPRIS LEARNING	\$	3,167.40	10/2/2019 R
103988 VOYAGEUR OUTWARD BOUND SCHOOL	\$	547.50	10/2/2019 R
103989 WAGNER DANIEL J ANTHONY	\$	92.00	10/2/2019 R
103990 WALKER BOOKSTORE	\$	3,073.00	10/2/2019 R
103991 WALTERS JOHN	\$	89.00	10/2/2019 R
103992 WHITE BEAR LAWN & SNOW	\$	650.00	10/2/2019 R
103993 WHITE BEAR RENTAL EQUIPMENT	\$	160.58	10/2/2019 R
103994 WHITE BEAR TOWNSHIP EMAGINE	\$	389.55	10/2/2019 R
103995 WBL PIZZA MAN	\$	142.00	10/2/2019 R
103996 WEBER, CRAIG	\$	300.00	10/2/2019 R
103997 WEST MUSIC COMPANY	\$	246.05	10/2/2019 R
103998 WL HALL COMPANY	\$	391.25	10/2/2019 R
103999 X-GRAIN SPORTSWEAR	\$	385.00	10/2/2019 R
104000 XTREME	\$	382.00	10/2/2019 R
104001 YOUNGREN, AMY	\$	17.45	10/2/2019 R
104002 ZAHL PETROLEUM MAINTENANCE CO	\$	452.75	10/2/2019 R
104003 ZONEONE LOCATING	\$	269.50	10/2/2019 R
104004 AMAZON	\$	61,344.07	10/2/2019 R
104005 INTEREUM	\$	9,655.29	10/7/2019 R
104006 REVOLUTION SPORTING GOODS	\$	1,075.00	10/7/2019 R
104007 DS ERICKSON & ASSOC PLLC	\$	264.26	10/7/2019 R
104008 GURSTEL CHARGO ATTORNEYS AT LAW	\$	312.27	10/7/2019 R
104009 MESSERLI & KRAMER PA	\$	2.31	10/7/2019 R
104010 IUOE LOCAL 70	\$	1,114.74	10/7/2019 R
104011 RAUSCH, STURM, ISRAEL,	\$	187.22	10/7/2019 R
104013 SCHOOL SERVICE EMPLOYEES	\$	7,400.69	10/7/2019 R
104014 US DEPT OF EDUCATION	\$	129.63	10/7/2019 R
104015 ALLSTREAM	\$	4,101.51	10/9/2019 R
104016 HOME DEPOT CREDIT SERVICES	\$	982.57	10/9/2019 R
104017 MARCUS CINEMAS OF WISCONSIN, LLC	\$	605.00	10/9/2019 R
104018 SAM'S CLUB/SYNCHRONY BANK	\$	1,567.73	10/9/2019 S
104019 SAM'S CLUB/SYNCHRONY BANK	\$	1,546.34	10/9/2019 S
104020 SAM'S CLUB/SYNCHRONY BANK	\$	1,413.16	10/9/2019 S
104021 SAM'S CLUB/SYNCHRONY BANK	\$	271.70	10/9/2019 S
104022 1000 BULBS	\$	124.14	10/16/2019 R
104023 AARP DRIVER SAFETY PROGRAM	\$	475.00	10/16/2019 R
104024 ACCLAIM SERVICES INC	\$	707.00	10/16/2019 R
104025 ADVANCED WIRELESS COMMUNICATIONS	\$	335.34	10/16/2019 R

104027	AGROPUR INC	\$	20,512.55	10/16/2019	R
104028	AGUILERA, TERRY N	\$	79.00	10/16/2019	R
104029	ALL STRINGS ATTACHED	\$	324.00	10/16/2019	R
104030	ALTEC PARTS	\$	389.46	10/16/2019	R
104033	AMAZON CAPITAL SERVICES	\$	1,438.43	10/16/2019	R
104034	AMERICAN FLAGPOLE & FLAG CO	\$	3,292.25	10/16/2019	R
104035	AMERICAN MAILING MACHINES	\$	198.00	10/16/2019	R
104036	AMERIPRIDE SERVICES	\$	969.89	10/16/2019	R
104037	ANDERSON, ANTHONY	\$	79.00	10/16/2019	R
104038	ANDERSON, JANELLE	\$	87.47	10/16/2019	R
104039	ASL INTERPRETING SERVICES	\$	128.00	10/16/2019	R
104040	ATC GROUP SERVICES LLC	\$	2,800.76	10/16/2019	R
104041	THE BAKKEN MUSEUM	\$	456.00	10/16/2019	R
104042	BARTCZAK, ANDREW	\$	60.00	10/16/2019	R
104043	BAUDVILLE	\$	166.24	10/16/2019	R
104044	BEHAVIORAL INSTITUTE FOR CHILDREN	\$	40.00	10/16/2019	R
104045	BELL MUSEUM	\$	864.00	10/16/2019	R
104046	BERARD, LEAH	\$	79.00	10/16/2019	R
104047	BEST BUY BUSINESS ADVANTAGE ACCT	\$	1,499.90	10/16/2019	R
104048	BLAINE HIGH SCHOOL	\$	725.00	10/16/2019	R
104049	BLICK ART MATERIALS	\$	363.49	10/16/2019	R
104050	BLUE TARP FINANCIAL INC	\$	88.57	10/16/2019	R
104051	BOWMAN, DAVID	\$	92.00	10/16/2019	R
104052	BOYDS PROMOS	\$	50.00	10/16/2019	R
104053	BRAINERD HIGH SCHOOL	\$	275.00	10/16/2019	R
104054	BROWN, BRUCE	\$	102.00	10/16/2019	R
104056	BSN SPORTS	\$	26,036.93	10/16/2019	R
104057	THE BUG COMPANY	\$	14.00	10/16/2019	R
104058	BUREAU OF EDUCATION & RESEARCH	\$	1,056.00	10/16/2019	R
104059	CARLSON, JEREMY	\$	79.00	10/16/2019	R
104060	CARLSON, KEATON	\$	158.00	10/16/2019	R
104061	CENGAGE LEARNING	\$	507.38	10/16/2019	R
104062	CHAMPLIN PARK HIGH SCHOOL	\$	250.00	10/16/2019	R
104063	CHANEY ELECTRONICS INC	\$	115.00	10/16/2019	R
104064	CHILDREN'S THEATER COMPANY	\$	2,825.00	10/16/2019	R
104065	CHURCH, GINA	\$	239.00	10/16/2019	R
104066	CINTAS CORP #470	\$	617.27	10/16/2019	R
104067	COMBS, DEWAYNE	\$	120.00	10/16/2019	R
104068	COMCAST	\$	293.06	10/16/2019	R
104069	COMMERCIAL KITCHEN SERVICES	\$	1,679.81	10/16/2019	R
104070	COMO PARK ZOO AND CONSERVATORY-EDUCATIO	\$	125.00	10/16/2019	R
104071	CONTINENTAL RESEARCH CORP	\$	3,687.05	10/16/2019	R
104072	COUNTRY VIDEO BARN	\$	180.00	10/16/2019	R
104073	CUMMINS NPOWER LLC	\$	1,522.47	10/16/2019	R
104074	CUSTOM INK LLC	\$	875.29	10/16/2019	R
104075	DALCO CORPORATION	\$	27,904.54	10/16/2019	R
104076	DEEP PORTAGE	\$	13,047.00	10/16/2019	R

104077	DEGARDNER, RICK	\$	124.00	10/16/2019	R
104078	DEISTING, RANDY	\$	89.00	10/16/2019	R
104079	DELMEDICO, MOLLY	\$	245.70	10/16/2019	R
104080	DEMCO INC	\$	61.73	10/16/2019	R
104081	DIVERSIFIED SNACK DISTRIBUTION	\$	7,960.06	10/16/2019	R
104082	DOMINOS PIZZA	\$	2,351.00	10/16/2019	R
104083	DOOR SERVICE COMPANY	\$	3,174.00	10/16/2019	R
104084	DORNFELD, MARK	\$	89.00	10/16/2019	R
104085	DSA APPAREL	\$	600.04	10/16/2019	R
104086	DEFINITIVE TECHNOLOGY SOLUTIONS	\$	7,282.15	10/16/2019	R
104087	DEFINITIVE TECHNOLOGY SOLUTION	\$	12,994.00	10/16/2019	R
104088	EASTVIEW HIGH SCHOOL	\$	150.00	10/16/2019	R
104089	ECKROTH MUSIC	\$	36,657.80	10/16/2019	R
104090	EKEREKE, OTORO	\$	120.00	10/16/2019	R
104091	EQUITY ALLIANCE MN	\$	13,117.83	10/16/2019	R
104092	ETS CONSULTING, LLC	\$	3,533.33	10/16/2019	R
104093	EVERYDAY SPEECH LLC	\$	199.99	10/16/2019	R
104094	THE FABULOUS PHOTO BOOTH	\$	950.00	10/16/2019	R
104095	FESTIVAL FOODS-KNOWLAN'S	\$	192.67	10/16/2019	R
104096	FIREFLY COMPUTERS	\$	1,216.00	10/16/2019	R
104097	FOLLETT SCHOOL SOLUTIONS INC	\$	746.39	10/16/2019	R
104098	FRA-DOR INC	\$	355.00	10/16/2019	R
104099	FRATTALONES HARDWARE STORES	\$	1,237.77	10/16/2019	R
104100	FUN JUMPS ENTERTAINMENT, INC	\$	505.00	10/16/2019	R
104101	GALLUP INC	\$	143.88	10/16/2019	R
104102	GENERAL OFFICE PRODUCTS CO	\$	9,995.24	10/16/2019	R
104103	THE GOOD ACRE	\$	294.94	10/16/2019	R
104105	GOPHER	\$	3,589.00	10/16/2019	R
104106	GOPHER STATE ONE CALL	\$	388.80	10/16/2019	R
104107	GRAINGER	\$	5,367.24	10/16/2019	R
104108	GRANDMA'S BAKERY INC	\$	73.68	10/16/2019	R
104109	GREAT RIVER OFFICE PRODUCTS	\$	489.39	10/16/2019	R
104110	GREATAMERICA FINANCIAL SERVICES	\$	334.85	10/16/2019	R
104111	GROTH MUSIC CO	\$	414.79	10/16/2019	R
104112	GROVER, JAN	\$	67.50	10/16/2019	R
104114	HAAS MUSICAL INSTRUMENT REPAIR	\$	514.60	10/16/2019	R
104115	HANSON, GENO	\$	75.00	10/16/2019	R
104116	HARDGROVE, JOHN	\$	79.00	10/16/2019	R
104117	HD SUPPLY FACILITIES	\$	715.90	10/16/2019	R
104118	HECKMANN, KEAGAN	\$	60.00	10/16/2019	R
104119	HEINEMANN	\$	79.09	10/16/2019	R
104120	HERITAGE FOOD SERVICE GROUP	\$	157.46	10/16/2019	R
104121	HISDAHL INC	\$	1,769.50	10/16/2019	R
104122	HOGAN, SEAN	\$	92.00	10/16/2019	R
104123	HOUGHTON MIFFLIN HARCOURT	\$	600.00	10/16/2019	R
104124	HOULE, THOMAS	\$	79.00	10/16/2019	R
104125	HUGO EQUIPMENT CO	\$	110.69	10/16/2019	R

104126	INDIEFLIX GROUP, INC	\$	650.00	10/16/2019	R
104127	INDUSTRIAL ARTS SUPPLY	\$	131.15	10/16/2019	R
104128	INNOVATIVE GRAPHICS	\$	640.00	10/16/2019	R
104130	INNOVATIVE OFFICE SOLUTIONS	\$	1,565.62	10/16/2019	R
104131	INSPEC INC	\$	4,110.00	10/16/2019	R
104132	IXL LEARNING	\$	3,950.00	10/16/2019	R
104133	IYAWE AND ASSOCIATES	\$	5,203.30	10/16/2019	R
104134	JAYTECH INC	\$	928.94	10/16/2019	R
104135	JEZORSKI, JEFF	\$	75.00	10/16/2019	R
104136	JW PEPPER & SON INC	\$	144.99	10/16/2019	R
104137	KAMPHOFF, CINDRA	\$	200.00	10/16/2019	R
104138	KARLSBURGER FOODS INC	\$	435.90	10/16/2019	R
104139	KATH FUEL OIL SERVICE CO	\$	5,607.66	10/16/2019	R
104140	KEYSTONE INTERPRETING SOLUTIONS	\$	3,525.91	10/16/2019	R
104141	KHALLOUK, MOHAMMED	\$	150.00	10/16/2019	R
104142	KIDS DISCOVER	\$	99.00	10/16/2019	R
104143	KIMBALL MIDWEST	\$	654.07	10/16/2019	R
104144	KONICA MINOLTA PREMIER FINANCE	\$	12,610.84	10/16/2019	R
104145	KRAFT CONTRACTING & MECHANICAL	\$	63,293.81	10/16/2019	R
104146	LAKESHORE LEARNING MATERIALS	\$	585.33	10/16/2019	R
104147	LARSON ENGINEERING INC	\$	2,005.00	10/16/2019	R
104148	LASHOMB, BRIAN	\$	247.00	10/16/2019	R
104149	LEARNING A-Z	\$	99.95	10/16/2019	R
104150	LEBENS FLORAL	\$	320.82	10/16/2019	R
104151	LEFEVRE, SHIRLEY A	\$	20.00	10/16/2019	R
104152	LEUNG, JUSTIN	\$	210.00	10/16/2019	R
104153	LIBERTY CLASSICAL ACADEMY	\$	1,855.56	10/16/2019	R
104154	LIFETOUCH NSS	\$	775.00	10/16/2019	R
104155	L T G POWER EQUIPMENT	\$	728.12	10/16/2019	R
104156	MAD HATTER WELLNESS, LLC	\$	20.00	10/16/2019	R
104157	MALLEY, DAVID	\$	62.00	10/16/2019	R
104158	MASA	\$	1,305.00	10/16/2019	R
104159	MN ASSOC OF SECONDARY SCHOOL PRINCIPALS	\$	285.00	10/16/2019	R
104160	MAUER COMPANY	\$	11,700.00	10/16/2019	R
104161	MCGRAW-HILL SCH EDUC HOLDINGS	\$	4,877.34	10/16/2019	R
104162	METRO MEALS ON WHEELS INC	\$	527.50	10/16/2019	R
104163	MID CITY SERVICES - INDUSTRIAL LAUNDRY	\$	1,974.59	10/16/2019	R
104164	MINNETONKA HIGH SCHOOL	\$	150.00	10/16/2019	R
104165	MITCHELL, SHARON	\$	68.00	10/16/2019	R
104166	MN CHILDRENS MUSEUM	\$	520.00	10/16/2019	R
104167	MN DEPT OF LABOR & INDUSTRY	\$	300.00	10/16/2019	R
104168	MN HISTORICAL SOCIETY	\$	468.00	10/16/2019	R
104169	MN ORCHESTRA	\$	1,487.50	10/16/2019	R
104170	MN SCHOOL COUNSELORS ASSOC	\$	420.00	10/16/2019	R
104171	MN SCIENCE TEACHERS ASSOC	\$	250.00	10/16/2019	R
104172	MN NONPUBLIC SCHOOL ACCREDITING ASSOC	\$	150.00	10/16/2019	R
104173	MOBILE RADIO ENGINEERING INC	\$	2,830.10	10/16/2019	R

104174 MORITZ, CLAIRE	\$	60.00	10/16/2019 R
104175 MROZ, GORDON	\$	79.00	10/16/2019 R
104176 MN SCHOOL BOARDS ASSN	\$	50.00	10/16/2019 R
104178 NARDINI FIRE EQUIPMENT CO INC	\$	1,757.57	10/16/2019 R
104179 NASSEFF MECH CONTRACTORS	\$	5,662.05	10/16/2019 R
104180 NATL GEOGRAPHIC EXPLORER	\$	109.73	10/16/2019 R
104181 NEW PIG CORP	\$	285.76	10/16/2019 R
104182 NICOL, BARBARA	\$	1,563.00	10/16/2019 R
104183 NIXON, AYANO LMT	\$	75.00	10/16/2019 R
104184 NOETIC LEARNING	\$	32.00	10/16/2019 R
104185 NORCENTRONIX DISTRIBUTING	\$	950.00	10/16/2019 R
104186 NORTH STAR BANK	\$	7,650.00	10/16/2019 R
104187 NORTHBOUND CREATIVE	\$	765.00	10/16/2019 R
104188 NORTHERN DOOR COMPANY	\$	516.65	10/16/2019 R
104189 NORTHERN STAR SCOUTING	\$	126.00	10/16/2019 R
104190 NYSTROM PUBLISHING CO INC	\$	5,672.20	10/16/2019 R
104191 O'CONNOR, JILL	\$	27.00	10/16/2019 R
104192 OLSON, ELIZABETH	\$	92.00	10/16/2019 R
104193 ON SITE SANITATION INC	\$	1,609.00	10/16/2019 R
104194 ONENECK IT SOLUTIONS LLC	\$	525.00	10/16/2019 R
104195 OXYGEN SERVICE CO INC	\$	158.80	10/16/2019 R
104196 PAI	\$	394.40	10/16/2019 R
104197 PARK CENTER HIGH SCHOOL	\$	300.00	10/16/2019 R
104198 PATTERSON, JAMES	\$	79.00	10/16/2019 R
104199 PAUL VADNAIS PLUMBING & WELL	\$	185.00	10/16/2019 R
104200 PEI, YWAHIHSO	\$	60.00	10/16/2019 R
104201 PELCO CONSTRUCTION LLC	\$	9,740.00	10/16/2019 R
104202 PETERSON BROS ROOFING & CONST	\$	979.44	10/16/2019 R
104203 PHOENIX SCHOOL COUNSELING LLC	\$	4,897.44	10/16/2019 R
104204 PINE TREE APPLE ORCHARD	\$	472.50	10/16/2019 R
104205 PIONEER PRESS	\$	350.00	10/16/2019 R
104206 PIONEER MANUFACTURING CO	\$	183.50	10/16/2019 R
104207 PIXELWERX LLC	\$	2,316.00	10/16/2019 R
104208 POLAR CHEVROLET MAZDA	\$	646.42	10/16/2019 R
104209 POSTMASTER	\$	3,500.00	10/16/2019 R
104210 PRAXAIR DISTRIBUTION INC	\$	32.35	10/16/2019 R
104211 PRESS PUBLICATIONS	\$	811.49	10/16/2019 R
104212 R & R SPECIALTIES INC	\$	2,078.80	10/16/2019 R
104213 RAYMOND, JOHN	\$	247.00	10/16/2019 R
104214 REPUBLIC SERVICES #899	\$	11,605.65	10/16/2019 R
104215 RETT UNIVERSITY	\$	35.00	10/16/2019 R
104216 REV.COM	\$	167.00	10/16/2019 R
104217 REYES, GERARDO	\$	60.00	10/16/2019 R
104218 RICKERT, DENNIS	\$	150.00	10/16/2019 R
104219 ROCHESTER CENTURY HIGH SCHOOL	\$	190.00	10/16/2019 R
104220 ROCKET MATH	\$	100.00	10/16/2019 R
104221 ROE, ERIN	\$	98.33	10/16/2019 R

104222 ROOF SPEC INC	\$	5,930.00	10/16/2019 R
104223 ROTRAMEL, KARA	\$	85.09	10/16/2019 R
104224 RUMBLE ON THE RED LLC	\$	475.00	10/16/2019 R
104225 RUPP ANDERSON SQUIRES & WALDSPURGER PA	\$	213.70	10/16/2019 R
104226 RUPP, HENRY	\$	250.00	10/16/2019 R
104227 SAFETY-KLEEN CORP	\$	360.34	10/16/2019 R
104228 SAGDALEN, REBEKAH	\$	170.00	10/16/2019 R
104229 SCHOLASTIC INC	\$	86.13	10/16/2019 R
104230 SCHOLASTIC CLASSROOM MAGAZINES	\$	365.37	10/16/2019 R
104231 SCHOOL FIX CATALOG	\$	639.63	10/16/2019 R
104232 SCHOOL HEALTH CORPORATION	\$	1,947.73	10/16/2019 R
104233 SCHOOL SPECIALTY	\$	16.28	10/16/2019 R
104234 SEAQUEST	\$	556.00	10/16/2019 R
104235 SEIFERT, JAKE	\$	89.00	10/16/2019 R
104236 SENOR WOOLY	\$	381.60	10/16/2019 R
104237 SERENDIPITY ART AND DESIGN SERV	\$	1,250.00	10/16/2019 R
104238 SERVATIUS LISA	\$	1,000.00	10/16/2019 R
104239 SERWE, JOSHUA	\$	75.00	10/16/2019 R
104240 SHORT ELLIOTT HENDRICKSON, INC	\$	6,420.00	10/16/2019 R
104241 SHRED-IT USA - MINNEAPOLIS	\$	256.10	10/16/2019 R
104242 SIGNATURE FUNDRAISING	\$	1,290.00	10/16/2019 R
104243 SITEONE LANDSCAPE SUPPLY	\$	19.66	10/16/2019 R
104244 SOCIAL THINKING PUBLISHING	\$	114.54	10/16/2019 R
104245 SOUTHWEST BINDING & LAMINATING	\$	167.48	10/16/2019 R
104246 SPECIALTY PROMOTIONS	\$	214.50	10/16/2019 R
104247 SPED FORMS INC.	\$	2,380.00	10/16/2019 R
104248 ST CATHERINE UNIVERSITY	\$	1,000.00	10/16/2019 R
104249 ST CROIX RECREATION FUND PLAYGROUNDS INC	\$	6,978.53	10/16/2019 R
104250 STAFKI, TIM	\$	60.00	10/16/2019 R
104260 STAPLES ADVANTAGE	\$	3,848.90	10/16/2019 R
104261 STARFALL EDUC FOUNDATION	\$	270.00	10/16/2019 R
104262 STATE SUPPLY CO	\$	917.99	10/16/2019 R
104263 STAY TUNED PIANO SERVICES	\$	294.00	10/16/2019 R
104264 STEPPINGSTONE THEATRE	\$	459.85	10/16/2019 R
104265 STRACK, GEOFFREY	\$	89.00	10/16/2019 R
104266 STRATEGIC STAFFING SOLUTIONS	\$	3,738.00	10/16/2019 R
104268 SUBSCRIPTION SERV OF AMER INC	\$	1,404.58	10/16/2019 R
104269 SUMMIT COMPANIES	\$	1,446.44	10/16/2019 R
104270 SUPREME SCHOOL SUPPLY CO	\$	279.22	10/16/2019 R
104271 SWANK MOVIE LICENSING USA	\$	607.00	10/16/2019 R
104272 SYNOVIA SOLUTIONS	\$	1,551.40	10/16/2019 R
104273 TA SCHIFSKY & SONS INC	\$	92.43	10/16/2019 R
104274 TARTAN HIGH SCHOOL	\$	390.00	10/16/2019 R
104275 TAUGNER, MIKE	\$	429.78	10/16/2019 R
104276 TEACHER SYNERGY LLC	\$	24.50	10/16/2019 R
104277 THAO, SUE	\$	120.00	10/16/2019 R
104278 THARALDSON, RYAN	\$	79.00	10/16/2019 R

104279 THYSSENKRUPP ELEVATOR CORP	\$	3,842.00	10/16/2019 R
104280 TOTAL ENTERTAINMENT PRODUCTIONS	\$	350.00	10/16/2019 R
104281 TR ENVIRONMENTAL CONSULTING, LLC	\$	336.00	10/16/2019 R
104282 TRADE PRESS INC	\$	364.00	10/16/2019 R
104283 TRANS-MISSISSIPPI BIO SUPPLY	\$	99.41	10/16/2019 R
104284 TREASURED TRANSPORTATION	\$	65,063.08	10/16/2019 R
104285 TRI-STATE BOBCAT	\$	1,272.81	10/16/2019 R
104286 TRIMARK	\$	1,714.71	10/16/2019 R
104287 TRIO SUPPLY COMPANY	\$	3,814.24	10/16/2019 R
104288 TRUSTED EMPLOYEES	\$	979.41	10/16/2019 R
104289 TUPY, JENNIFER	\$	165.00	10/16/2019 R
104290 TUSA, COLLEEN	\$	75.00	10/16/2019 R
104291 TWIN CITY JANITOR SUPPLY CO	\$	444.85	10/16/2019 R
104292 TWIN CITY TRANSPORTATION INC	\$	48,132.23	10/16/2019 R
104293 TWIN PINES IMPRINTING	\$	5,768.76	10/16/2019 R
104294 UHL CO INC	\$	3,877.00	10/16/2019 R
104295 UNCLE JERRYS T'S	\$	2,361.60	10/16/2019 R
104296 US BANK	\$	213.40	10/16/2019 R
104297 VAIL, STEVEN	\$	79.00	10/16/2019 R
104298 VAN DUUREN, MARIAH	\$	40.00	10/16/2019 R
104299 VANG, TOUA	\$	75.00	10/16/2019 R
104300 VANG, YENG	\$	78.45	10/16/2019 R
104301 VIKING ELECTRIC SUPPLY	\$	4,614.74	10/16/2019 R
104302 VOYAGER SOPRIS LEARNING	\$	1,593.00	10/16/2019 R
104303 WARNERS' STELLIAN	\$	3,434.98	10/16/2019 R
104304 WATERS, FAITH	\$	170.18	10/16/2019 R
104305 WAYNE, TODD	\$	79.00	10/16/2019 R
104306 WHITE BEAR FLORAL SHOP	\$	107.50	10/16/2019 R
104307 WHITE BEAR AREA CHAMBER	\$	285.00	10/16/2019 R
104308 WHITE BEAR LAKE (CITY OF)	\$	161.59	10/16/2019 S
104309 WHITE BEAR LAKE (CITY OF)	\$	710.79	10/16/2019 S
104310 WHITE BEAR LAKE (CITY OF)	\$	800.04	10/16/2019 S
104311 WHITE BEAR LAKE (CITY OF)	\$	716.74	10/16/2019 R
104312 WHITE BEAR LAKE SPORTS CENTER	\$	6,000.00	10/16/2019 R
104315 WILCOX PAPER	\$	1,355.48	10/16/2019 R
104316 WILLCOXON, PETER SR	\$	813.00	10/16/2019 R
104317 WINDSTREAM	\$	343.18	10/16/2019 R
104318 WOLD ARCHITECTS AND ENGINEERS	\$	3,640.28	10/16/2019 R
104319 WOLLAN, JOSEPH	\$	89.00	10/16/2019 R
104320 WOODBURY HIGH SCHOOL	\$	250.00	10/16/2019 R
104321 WORDMASTERS LLC	\$	129.00	10/16/2019 R
104322 WORTHINGTON DIRECT INC	\$	393.06	10/16/2019 R
104323 YOUNG MATHEW	\$	233.35	10/16/2019 R
104324 ZAPPETILLO, DAVID	\$	62.00	10/16/2019 R
104325 ZARAMBO, MARIA	\$	75.00	10/16/2019 R
104326 ZEIMETZ, ANN	\$	60.00	10/16/2019 R
104327 XCEL ENERGY	\$	84,516.87	10/22/2019 R

104328 XCEL ENERGY	\$	4,836.40	10/22/2019 S
104329 IUOE LOCAL 70	\$	1,094.61	10/23/2019 R
104330 RAUSCH, STURM, ISRAEL,	\$	223.00	10/23/2019 R
104332 SCHOOL SERVICE EMPLOYEES	\$	7,430.01	10/23/2019 R
104333 US DEPT OF EDUCATION	\$	94.58	10/23/2019 R
104334 DS ERICKSON & ASSOC PLLC	\$	264.00	10/23/2019 R
104335 GURSTEL CHARGO ATTORNEYS AT LAW	\$	312.00	10/23/2019 R
104336 MESSERLI & KRAMER PA	\$	2.31	10/23/2019 R
104337 XCEL ENERGY	\$	1.64	10/23/2019 R
104338 A+ DRIVING SCHOOL	\$	6,565.00	10/31/2019 R
104339 A-1 HYDRAULIC SALES & SERVICE	\$	101.95	10/31/2019 R
104340 AARP DRIVER SAFETY PROGRAM	\$	465.00	10/31/2019 R
104341 ACCLAIM SERVICES INC	\$	381.50	10/31/2019 R
104342 ADJUSTED EQUITY SOLUTIONS	\$	44,000.00	10/31/2019 R
104343 ALAMAT, JORDAN	\$	200.00	10/31/2019 R
104344 ALLIED 100, LLC	\$	1,089.34	10/31/2019 R
104345 ALLSTREAM	\$	46.88	10/31/2019 R
104360 AMAZON CAPITAL SERVICES	\$	10,396.81	10/31/2019 R
104361 ANCHOR SOLAR INVESTMENTS, LLC	\$	986.37	10/31/2019 R
104362 ANDERSON, ANTHONY	\$	79.00	10/31/2019 R
104363 ANDERSON, ERIC	\$	79.00	10/31/2019 R
104364 ANDERSON, SAMANTHA	\$	5.00	10/31/2019 R
104365 ANDRLE, LEROY	\$	180.00	10/31/2019 R
104366 APPLE COMPUTER INC	\$	299.00	10/31/2019 R
104367 AQUILA COMMUNICATIONS INC	\$	144.00	10/31/2019 R
104368 ARCHAMBAULT, DENNIS	\$	90.00	10/31/2019 R
104369 ARNSDORFF, DANIEL	\$	2,518.50	10/31/2019 R
104370 ASCHEMAN, MOLLY	\$	131.22	10/31/2019 R
104371 ASL INTERPRETING SERVICES	\$	256.00	10/31/2019 R
104372 ATOMIC ARCHITECTURAL SHEET METAL INC	\$	1,830.00	10/31/2019 R
104373 AYENI, PHIL	\$	79.00	10/31/2019 R
104374 BARNETT WB CHRYSLER JEEP DODGE	\$	228.59	10/31/2019 R
104375 BARTHOLD	\$	1,716.99	10/31/2019 R
104376 BERARD, LEAH	\$	79.00	10/31/2019 R
104377 BEST BUY BUSINESS ADVANTAGE ACCT	\$	662.99	10/31/2019 R
104378 BLAINE HIGH SCHOOL	\$	110.00	10/31/2019 R
104379 BLICK ART MATERIALS	\$	166.61	10/31/2019 R
104380 BLUE CROSS / BLUE SHIELD OF MN	\$	23,332.50	10/31/2019 R
104381 BLUE TARP FINANCIAL INC	\$	62.98	10/31/2019 R
104382 BORGERT, CHRISTOPHER	\$	92.00	10/31/2019 R
104383 BORGERT, TIM	\$	92.00	10/31/2019 R
104384 BROWN, BRUCE	\$	51.00	10/31/2019 R
104385 BSN SPORTS	\$	7,950.34	10/31/2019 R
104386 THE BUG COMPANY	\$	14.00	10/31/2019 R
104387 CABRERA, JULIO	\$	300.00	10/31/2019 R
104388 CAMP ST CROIX	\$	310.00	10/31/2019 R
104389 CAPITAL ONE COMMERCIAL	\$	615.02	10/31/2019 R

104390	CARDINAL, KATHLEEN	\$	36.55	10/31/2019	R
104391	CARLSON, JEREMY	\$	79.00	10/31/2019	R
104392	CARROT-TOP INDUSTRIES INC	\$	242.18	10/31/2019	R
104393	CDW GOVERNMENT INC	\$	799.20	10/31/2019	R
104394	CENTRAL ROOFING CO	\$	41,609.75	10/31/2019	R
104395	CERTIFIED LABORATORIES	\$	1,383.03	10/31/2019	R
104396	CHRISTENSEN, BERT	\$	79.00	10/31/2019	R
104397	CINTAS CORP #470	\$	289.94	10/31/2019	R
104398	CLEAN IMAGE	\$	360.00	10/31/2019	R
104399	COMMERCIAL KITCHEN SERVICES	\$	288.67	10/31/2019	R
104400	COMMITTEE FOR CHILDREN	\$	288.00	10/31/2019	R
104401	COMO PARK ZOO AND CONSERVATORY-EDUCATIO	\$	150.00	10/31/2019	R
104402	CONNEY SAFETY	\$	207.70	10/31/2019	R
104403	CONTINENTAL RESEARCH CORP	\$	1,213.10	10/31/2019	R
104406	CORNERSTONE OCCUPATIONAL	\$	810.00	10/31/2019	R
104407	CRISIS PREVENTION INSTITUTE INC	\$	1,020.00	10/31/2019	R
104408	CPSI	\$	6,608.00	10/31/2019	R
104409	CUB FOODS OF WHITE BEAR TWSHP	\$	1,394.17	10/31/2019	R
104410	CUMMINS NPOWER LLC	\$	573.42	10/31/2019	R
104411	CURRICULUM ASSOCIATES LLC	\$	546.56	10/31/2019	R
104412	DAKOTA TRUCK UNDERWRITERS	\$	49,755.00	10/31/2019	R
104413	DANIELS, KRISTIN	\$	140.00	10/31/2019	R
104414	DAVENPORT, GREG	\$	180.00	10/31/2019	R
104415	DEGARDNER, RICK	\$	62.00	10/31/2019	R
104416	DEL CITY	\$	92.38	10/31/2019	R
104417	DELEGARD TOOL OF TEXAS INC	\$	54.81	10/31/2019	R
104418	DELTA EDUCATION	\$	270.63	10/31/2019	R
104419	DEMCO INC	\$	666.75	10/31/2019	R
104420	DESIGNER SIGN SYSTEMS INC	\$	203.00	10/31/2019	R
104421	DISCOUNT SCHOOL SUPPLY	\$	85.26	10/31/2019	R
104422	DLT SOLUTIONS LLC	\$	955.50	10/31/2019	R
104423	DOMINOS PIZZA	\$	967.96	10/31/2019	R
104424	DONATELLI'S	\$	302.49	10/31/2019	R
104425	DOTT, RICHEY	\$	6.65	10/31/2019	R
104426	DREAMBOX LEARNING	\$	750.00	10/31/2019	R
104427	DEFINITIVE TECHNOLOGY SOLUTIONS	\$	326.83	10/31/2019	R
104428	DEFINITIVE TECHNOLOGY SOLUTION	\$	14,293.40	10/31/2019	R
104429	EAGAN COMMUNITY CENTER	\$	216.00	10/31/2019	R
104430	ECCO MIDWEST, INC	\$	12,980.00	10/31/2019	R
104431	ECKROTH MUSIC	\$	162.93	10/31/2019	R
104432	EDUCATIONAL SERVICE UNIT #3	\$	112.60	10/31/2019	R
104433	EHLERS, JASON	\$	377.00	10/31/2019	R
104434	ELECTRO WATCHMAN INC	\$	925.00	10/31/2019	R
104435	ENGSTRAN, CLAUDIA	\$	23.38	10/31/2019	R
104436	ENGSTRAN, STEVE	\$	150.00	10/31/2019	R
104437	ENGSTRAN, TOM	\$	200.00	10/31/2019	R
104438	ENVIROBATE	\$	1,325.95	10/31/2019	R

104439 ERHARDT, GARY	\$	200.00	10/31/2019 R
104440 ERHARDT, SCOTT	\$	200.00	10/31/2019 R
104441 EYE MED	\$	4,358.05	10/31/2019 R
104442 FAIRCLOUGH, KARI	\$	1,220.00	10/31/2019 R
104443 FASTBRIDGE LEARNING	\$	32,905.00	10/31/2019 R
104444 FASTENAL COMPANY	\$	139.78	10/31/2019 R
104445 FESTIVAL FOODS-KNOWLAN'S	\$	1,107.87	10/31/2019 R
104446 FIREFLY COMPUTERS	\$	249.98	10/31/2019 R
104447 FIRST STUDENT INC	\$	21,518.84	10/31/2019 R
104448 FLOCABULARY	\$	6,750.00	10/31/2019 R
104449 FOLLMER, MELONY	\$	268.89	10/31/2019 R
104450 FAIRVIEW SPORTS & ORTHOPEDIC CARE	\$	710.00	10/31/2019 R
104451 FUN EXPRESS LLC	\$	41.61	10/31/2019 R
104452 GAMETIME PLAYCORE CO	\$	1,921.85	10/31/2019 R
104453 GARVEY, PATRICIA	\$	28.05	10/31/2019 R
104454 GILLUND ENTERPRISES	\$	422.32	10/31/2019 R
104455 THE GOOD ACRE	\$	905.68	10/31/2019 R
104456 GOPHER	\$	1,853.33	10/31/2019 R
104457 GRANDMA'S BAKERY INC	\$	138.75	10/31/2019 R
104458 GRITZMACHER, SHAWN	\$	175.00	10/31/2019 R
104459 GROTH MUSIC CO	\$	345.70	10/31/2019 R
104460 GROUP MEDICAREBLUE RX	\$	26,040.00	10/31/2019 R
104461 GUNELSON, ROSE	\$	140.00	10/31/2019 R
104462 HAAS MUSICAL INSTRUMENT REPAIR	\$	15.00	10/31/2019 R
104463 HALO TRANSPORTATION	\$	32,037.50	10/31/2019 R
104464 HALTER, TROY	\$	79.00	10/31/2019 R
104465 HAMER, KAREN	\$	18.70	10/31/2019 R
104466 HEALTHPARTNERS	\$	4,009.82	10/31/2019 R
104467 HENNEPIN THEATRE TRUST	\$	125.00	10/31/2019 R
104468 HIAWATHA HOMECARE	\$	2,548.00	10/31/2019 R
104469 HILL MURRAY HIGH SCHOOL	\$	150.00	10/31/2019 R
104470 HOENIGSCHMIDT, KAYLEA	\$	82.00	10/31/2019 R
104471 HOUGHTON MIFFLIN HARCOURT	\$	2,527.99	10/31/2019 R
104472 CITY OF HUGO	\$	3,168.08	10/31/2019 R
104473 HUGO EQUIPMENT CO	\$	49.98	10/31/2019 R
104474 IDENTITYSTORES	\$	1,004.00	10/31/2019 R
104476 IFD	\$	34,097.47	10/31/2019 R
104479 INNOVATIVE OFFICE SOLUTIONS	\$	34,261.59	10/31/2019 R
104480 INTERMEDIATE DISTRICT 287	\$	421.85	10/31/2019 R
104481 ISD #12 CENTENNIAL SCHOOLS	\$	26,304.89	10/31/2019 R
104482 ISLAMIC RESOURCE GROUP	\$	50.00	10/31/2019 R
104483 JOHN HENRY FOSTER	\$	805.64	10/31/2019 R
104484 JAH SCHEDULING LLC	\$	324.00	10/31/2019 R
104485 JAYTECH INC	\$	145.22	10/31/2019 R
104486 JOHNSON, SHARON	\$	499.95	10/31/2019 R
104487 JONES SIGN CO., INC	\$	1,214.18	10/31/2019 R
104488 JW PEPPER & SON INC	\$	123.75	10/31/2019 R

104489 KAPLAN	\$	515.30	10/31/2019 R
104490 KATH FUEL OIL SERVICE CO	\$	18,613.15	10/31/2019 R
104491 KIMBALL MIDWEST	\$	181.22	10/31/2019 R
104492 KING, LARRY	\$	89.00	10/31/2019 R
104493 KNOBLAUCH, THOMAS	\$	89.00	10/31/2019 R
104494 KNOCHE, RISA	\$	9.10	10/31/2019 R
104495 KONICA MINOLTA PREMIER FINANCE	\$	6,604.25	10/31/2019 R
104496 KOREEN, GLORIA	\$	45.90	10/31/2019 R
104497 KRAFT CONTRACTING & MECHANICAL	\$	7,261.28	10/31/2019 R
104499 LAKESHORE LEARNING MATERIALS	\$	3,100.42	10/31/2019 R
104500 LANGUAGE LINE SERVICES	\$	268.26	10/31/2019 R
104501 LARSON, BEVERLEY	\$	17.00	10/31/2019 R
104502 LARSON, JOHN	\$	288.59	10/31/2019 R
104503 LASHOMB, BRIAN	\$	79.00	10/31/2019 R
104504 LEARNING A-Z	\$	99.95	10/31/2019 R
104505 LEARNING WITHOUT TEARS	\$	52.40	10/31/2019 R
104506 LENDTS PUMPKIN PATCH	\$	2,192.00	10/31/2019 R
104507 LENZ, KELLY	\$	160.00	10/31/2019 R
104508 LIBERTY CLASSICAL ACADEMY	\$	2,022.00	10/31/2019 R
104509 LIGHT SWITCH	\$	7,575.00	10/31/2019 R
104510 LINDSTROM, JEFF	\$	79.00	10/31/2019 R
104511 LORENZ BUS SERVICE INC	\$	3,386.75	10/31/2019 R
104512 LORENZ RECOGNITION CO	\$	417.50	10/31/2019 R
104513 MAC RUNNEL, MINDY	\$	22.53	10/31/2019 R
104514 MACCALLUM ROSS	\$	400.00	10/31/2019 R
104515 MADISON NATIONAL LIFE	\$	39,938.80	10/31/2019 R
104516 MADSEN, BRANDY	\$	500.00	10/31/2019 R
104517 MAHER, MATTHEW	\$	125.00	10/31/2019 R
104518 MAHS/MASC	\$	1,600.00	10/31/2019 R
104519 MAILFINANCE INC	\$	449.61	10/31/2019 R
104520 MALLOY/MONTAGUE/KARNOWSKI & CO	\$	8,500.00	10/31/2019 R
104521 MARCOTTE, MICHELLE	\$	9.98	10/31/2019 R
104522 MARTENS, PAMELA	\$	18.25	10/31/2019 R
104523 MARTINI, JENNIFER	\$	75.00	10/31/2019 R
104524 MN ASSOC OF SCH BUSINESS OFFICIALS	\$	120.00	10/31/2019 R
104525 MAYO DEBATE	\$	135.00	10/31/2019 R
104526 MCPHILLIPS BROS ROOFING CO	\$	52,506.50	10/31/2019 R
104527 MEADOWOOD TOOL CO	\$	335.50	10/31/2019 R
104528 METRO MEALS ON WHEELS INC	\$	5,826.25	10/31/2019 R
104529 MICHAELSON, RUTH	\$	15.94	10/31/2019 R
104530 MILLIGAN, THERESA	\$	158.50	10/31/2019 R
104531 MINNETESOL	\$	2,190.00	10/31/2019 R
104532 MITY-LITE INC	\$	13,280.45	10/31/2019 R
104533 MN MIDDLE SCHOOL ASSOC	\$	305.00	10/31/2019 R
104534 MN ALLIANCE WITH YOUTH	\$	7,750.00	10/31/2019 R
104535 MN DEPT OF EMPLOY & ECONOMIC	\$	11,096.65	10/31/2019 R
104536 MN HISTORICAL SOCIETY	\$	2,488.00	10/31/2019 R

104537 MN ORCHESTRA	\$	1,812.50	10/31/2019 R
104538 MN SCIENCE TEACHERS ASSOC	\$	500.00	10/31/2019 R
104539 MNTOPSS ST CLOUD APOLLO H.S.	\$	30.00	10/31/2019 R
104540 MUNOS, SCOTT	\$	89.00	10/31/2019 R
104541 MURPHY, JODY	\$	140.00	10/31/2019 R
104542 MUSIC THEATER INTL	\$	75.00	10/31/2019 R
104543 NARDINI FIRE EQUIPMENT CO INC	\$	110.46	10/31/2019 R
104544 NASCO	\$	95.28	10/31/2019 R
104545 NATURESEAL INC	\$	3,490.00	10/31/2019 R
104546 NCS PEARSON INC	\$	378.76	10/31/2019 R
104547 NORCENTRONIX DISTRIBUTING	\$	916.00	10/31/2019 R
104554 NORTH CENTRAL BLUE BIRD BUS SALES	\$	8,618.48	10/31/2019 R
104555 NORTH HIGH SCHOOL STUDENT COUNCIL	\$	510.00	10/31/2019 R
104556 NORTHEAST METRO INTERMEDIATE DISTRICT 916	\$	2,791.08	10/31/2019 R
104557 O'NEIL, LOIS	\$	17.85	10/31/2019 R
104560 O'REILLY AUTOMOTIVE INC	\$	1,259.05	10/31/2019 R
104561 OFFICE DEPOT	\$	55.12	10/31/2019 R
104562 OLSON, SUZANNE	\$	20.40	10/31/2019 R
104563 ONENECK IT SOLUTIONS LLC	\$	525.00	10/31/2019 R
104564 OPEN EYE FIGURE THEATRE	\$	400.00	10/31/2019 R
104565 OXYGEN SERVICE CO INC	\$	12.00	10/31/2019 R
104566 PADE, SEAN	\$	140.00	10/31/2019 R
104567 PAIN IN THE GLASS	\$	150.00	10/31/2019 R
104568 PAR INC	\$	3,346.40	10/31/2019 R
104569 PELCO CONSTRUCTION LLC	\$	12,646.00	10/31/2019 R
104570 PERIPOLE	\$	304.82	10/31/2019 R
104571 PETERSON BROS ROOFING & CONST	\$	735.00	10/31/2019 R
104572 PINEHAVEN FARM	\$	729.00	10/31/2019 R
104573 PITNEY BOWES INC	\$	76.25	10/31/2019 R
104575 POLAR CHEVROLET MAZDA	\$	3,554.42	10/31/2019 R
104576 PREISLER, PAM	\$	160.00	10/31/2019 R
104577 PREMIUM WATERS INC	\$	123.70	10/31/2019 R
104578 PROFESSIONAL WIRELESS COMM	\$	534.00	10/31/2019 R
104580 PROFORMA	\$	4,902.66	10/31/2019 R
104581 QUALITY EQUIPMENT ANS SERVICES, INC.	\$	48.50	10/31/2019 R
104582 R & R SPECIALTIES INC	\$	37.50	10/31/2019 R
104583 RAMSEY COUNTY	\$	27,621.50	10/31/2019 R
104584 RAPID PRESS PRINTING & COPY CENTER	\$	145.00	10/31/2019 R
104585 RATWIK ROSZAK & MALONEY PA	\$	726.00	10/31/2019 R
104586 RAYMOND, JOHN	\$	79.00	10/31/2019 R
104587 REALLY GREAT READING CO.	\$	262.44	10/31/2019 R
104588 REBER, TIMOTHY	\$	160.00	10/31/2019 R
104589 RECH, DAVID	\$	62.00	10/31/2019 R
104590 REGION 4AA	\$	2,100.00	10/31/2019 R
104591 REHBEIN TRANSIT CO	\$	25,552.80	10/31/2019 R
104592 THE RETROFIT COMPANIES INC	\$	1,219.94	10/31/2019 R
104593 RICK, CHRISTOPHER	\$	158.00	10/31/2019 R

104594 RIVERSIDE INSIGHT	\$	1,769.23	10/31/2019 R
104595 RM COTTON COMPANY	\$	319.00	10/31/2019 R
104596 RODRIGUEZ, ANTHONY	\$	89.00	10/31/2019 R
104597 ROETTGER, DORIS	\$	40.00	10/31/2019 R
104598 SAIKO, KATHY	\$	15.30	10/31/2019 R
104599 SARFF, MARIJO	\$	51.00	10/31/2019 R
104600 SCANTRON CORPORATION	\$	183.05	10/31/2019 R
104601 SCHMIT TOWING	\$	1,344.08	10/31/2019 R
104602 SCHMITT MUSIC COMPANY	\$	92.50	10/31/2019 R
104603 SCHNEIDER, STEVEN	\$	89.00	10/31/2019 R
104604 SCHOLASTIC INC	\$	1,732.31	10/31/2019 R
104605 SCHOOL FIX CATALOG	\$	905.17	10/31/2019 R
104606 SCHOOL HEALTH CORPORATION	\$	1,296.30	10/31/2019 R
104607 SEEVER, GRAY	\$	160.00	10/31/2019 R
104608 SERVATIUS LISA	\$	1,000.00	10/31/2019 R
104609 SHEA, JEFFREY	\$	330.00	10/31/2019 R
104610 SHIFFLER EQUIPMENT SALES INC	\$	556.57	10/31/2019 R
104611 SHORT ELLIOTT HENDRICKSON, INC	\$	9,931.00	10/31/2019 R
104612 SIKORA, PAUL	\$	92.00	10/31/2019 R
104613 SCHOOL NUTRITION DIRECTORS OF MN	\$	100.00	10/31/2019 R
104614 ST CLOUD AREA SCHOOL DIST 742	\$	1,243.14	10/31/2019 R
104616 STAPLES ADVANTAGE	\$	1,333.64	10/31/2019 R
104617 STATE SUPPLY CO	\$	185.66	10/31/2019 R
104618 STEBBINS, JENNIFER	\$	418.34	10/31/2019 R
104619 STENGLEIN, PAUL	\$	200.00	10/31/2019 R
104620 STONE, KATHY	\$	160.00	10/31/2019 R
104621 STRATEGIC STAFFING SOLUTIONS	\$	6,207.75	10/31/2019 R
104622 SUMMIT COMPANIES	\$	1,448.80	10/31/2019 R
104623 SUPERIOR STRIPING INC	\$	735.00	10/31/2019 R
104624 SYNOVIA SOLUTIONS	\$	1,551.41	10/31/2019 R
104625 TAMARACK NATURE CENTER	\$	341.55	10/31/2019 R
104626 TARTAN HIGH SCHOOL	\$	125.00	10/31/2019 R
104627 TEACHER SYNERGY LLC	\$	104.08	10/31/2019 R
104628 TEXT HELP SYSTEMS INC	\$	2,175.00	10/31/2019 R
104629 THE ARC MN	\$	200.00	10/31/2019 R
104630 THE BUG ZONE, LLC	\$	217.00	10/31/2019 R
104631 THEIN, DUANE	\$	21.00	10/31/2019 R
104632 TR ENVIRONMENTAL CONSULTING, LLC	\$	336.00	10/31/2019 R
104633 TRADE PRESS INC	\$	3,601.00	10/31/2019 R
104634 TRAXLER, ROBERT	\$	22.15	10/31/2019 R
104635 TREASURED TRANSPORTATION	\$	35,596.47	10/31/2019 R
104636 TRI-STATE BOBCAT	\$	220.20	10/31/2019 R
104637 TRIO SUPPLY COMPANY	\$	4,447.13	10/31/2019 R
104638 TSA CONSULTING GROUP	\$	940.24	10/31/2019 R
104639 TWIN CITY JANITOR SUPPLY CO	\$	18,633.13	10/31/2019 R
104640 UHL CO INC	\$	337.00	10/31/2019 R
104641 UNIVERSITY OF MINNESOTA	\$	16,675.00	10/31/2019 R

104642	UNIVERSAL ATHLETIC	\$	170.00	10/31/2019	R
104643	US FOODS CULINARY EQUIP & SUPPLIES	\$	76.29	10/31/2019	R
104644	CITY OF VADNAIS HEIGHTS	\$	3,653.77	10/31/2019	R
104645	VARSITY SPIRIT FASHIONS	\$	377.70	10/31/2019	R
104646	VERKERKE, LISA	\$	90.33	10/31/2019	R
104647	VILLAGE SPORTS BAR	\$	332.93	10/31/2019	R
104648	VISTAPRINT NETHERLANDS B.V.	\$	24.79	10/31/2019	R
104649	WARGO NATURE CENTER	\$	800.00	10/31/2019	R
104650	WHITE BEAR CENTER FOR THE ARTS	\$	300.00	10/31/2019	R
104651	WHITE BEAR MONTESSORI	\$	40.00	10/31/2019	R
104652	WHITE BEAR RENTAL EQUIPMENT	\$	11.18	10/31/2019	R
104653	WHITE BEAR TOWNSHIP	\$	3,348.33	10/31/2019	R
104654	WBL MEALS ON WHEELS	\$	119.85	10/31/2019	R
104655	WHITE BEAR LAKE ROTARY CLUB	\$	231.50	10/31/2019	R
104656	WEST INTERACTIVE SERV CORP -EDUC	\$	18,486.00	10/31/2019	R
104657	WEST MUSIC COMPANY	\$	3,790.25	10/31/2019	R
104658	WHITE BEAR MAKERSPACE	\$	400.00	10/31/2019	R
104659	WILSON, GARY	\$	53.50	10/31/2019	R
104660	WINNICK SUPPLY	\$	91.71	10/31/2019	R
104661	WOLF RIDGE ENVIRONMENTAL	\$	7,436.00	10/31/2019	R
104662	WORLD BOOK INC	\$	592.00	10/31/2019	R
192000172	ANDERSON, JON	\$	65.00	10/2/2019	A
192000173	ANDERSEN, KATHRYN	\$	67.91	10/2/2019	A
192000174	ANDERSON, MARGARET	\$	557.50	10/2/2019	A
192000175	ANZEL, ASHLIE	\$	13.99	10/2/2019	A
192000176	ASPER, STEVEN	\$	860.00	10/2/2019	A
192000177	BRAASCH, HOLLI	\$	98.48	10/2/2019	A
192000178	CARLINSCHAUER, KYLE	\$	180.07	10/2/2019	A
192000179	CLARK, RYAN	\$	35.00	10/2/2019	A
192000180	DAVIES, ALISON	\$	140.66	10/2/2019	A
192000181	DEEN, DENISE	\$	104.40	10/2/2019	A
192000182	DEFOREST, TIANA	\$	181.42	10/2/2019	A
192000183	ETERNO, CHERYL	\$	23.95	10/2/2019	A
192000184	FARINELLA, CAMILLE	\$	33.90	10/2/2019	A
192000185	FINKE, CARLA	\$	41.22	10/2/2019	A
192000186	FREEMAN, CHRISTINA	\$	39.48	10/2/2019	A
192000187	HARRIMAN, GRETCHEN	\$	40.00	10/2/2019	A
192000188	HEATON, BRENDA	\$	134.11	10/2/2019	A
192000189	HELTNER, ERIKA	\$	64.85	10/2/2019	A
192000190	HUFFMAN, NATALIE	\$	125.00	10/2/2019	A
192000191	JAKOBLICH, MARGARET	\$	50.48	10/2/2019	A
192000192	JOHANNECK, PATRICIA	\$	31.61	10/2/2019	A
192000193	KATH, ABBY	\$	150.00	10/2/2019	A
192000194	KAZMIERCZAK, WAYNE	\$	195.00	10/2/2019	A
192000195	KILGO, GRACE	\$	237.22	10/2/2019	A
192000196	KLECKER, KEVIN	\$	320.14	10/2/2019	A
192000197	LATUFF, JENNIFER	\$	245.00	10/2/2019	A

192000198	LOWTHER, ARIANA	\$	125.00	10/2/2019	A
192000199	LUTZ, CLIFFORD	\$	35.26	10/2/2019	A
192000200	MALONEY, JESSE	\$	107.35	10/2/2019	A
192000201	MARTINSON, KARA	\$	175.00	10/2/2019	A
192000202	MCDOWELL, SUZANNE	\$	64.60	10/2/2019	A
192000203	MIRON, ARIANA	\$	195.00	10/2/2019	A
192000204	NADEAU, MARGARET	\$	390.00	10/2/2019	A
192000205	NASVIK, CRAIG	\$	48.59	10/2/2019	A
192000206	NORCROSS, MICHELE	\$	138.96	10/2/2019	A
192000207	OLSON, DAVID	\$	148.02	10/2/2019	A
192000208	RIEBOW, MATTHEW	\$	195.00	10/2/2019	A
192000209	RUOHOMAKI, TERESA	\$	177.99	10/2/2019	A
192000210	SANDERS, MALORIE	\$	122.41	10/2/2019	A
192000211	SHAND, BRETT	\$	28.46	10/2/2019	A
192000212	STEFFENS, CORINNE	\$	119.00	10/2/2019	A
192000213	STOFFEL, JAMES	\$	26.39	10/2/2019	A
192000214	STONEHOUSE, JULIA	\$	999.00	10/2/2019	A
192000215	STREIFF, CHRISTINA	\$	59.00	10/2/2019	A
192000216	STUCYNSKI, JILL	\$	82.27	10/2/2019	A
192000217	SUOJA, WENDY	\$	1,096.05	10/2/2019	A
192000218	THOMAS, DAVID	\$	175.74	10/2/2019	A
192000219	TROSKE, CARRIE	\$	283.16	10/2/2019	A
192000220	VETTE, MARISA	\$	213.79	10/2/2019	A
192000221	WALLRICH, KAREN	\$	150.00	10/2/2019	A
192000222	WATTERS, LAURA	\$	192.48	10/2/2019	A
192000223	MARKUSON, RACHAEL	\$	50.00	10/2/2019	A
192000224	ANDERSON, CHRISTINA	\$	260.00	10/16/2019	A
192000225	ANDERSEN, KATHRYN	\$	158.71	10/16/2019	A
192000226	ANZEL, ASHLIE	\$	21.75	10/16/2019	A
192000227	BOOTH, KARLA	\$	491.80	10/16/2019	A
192000228	CARLINSCHAUER, KYLE	\$	205.00	10/16/2019	A
192000229	COOK, TRACY	\$	184.00	10/16/2019	A
192000230	CORNER, AMY	\$	27.95	10/16/2019	A
192000231	DAHLEM, TERESA	\$	631.78	10/16/2019	A
192000232	DEFOREST, TIANA	\$	38.57	10/16/2019	A
192000233	DERBY, SARA	\$	125.78	10/16/2019	A
192000234	DOESCHER, DEREK	\$	283.04	10/16/2019	A
192000235	FAUTH, MADALYN	\$	85.00	10/16/2019	A
192000236	FROGNER, JANINE	\$	44.99	10/16/2019	A
192000237	GARCIA ANDERSON, ODELIS	\$	252.00	10/16/2019	A
192000238	GILLESPIE, ALISON	\$	191.63	10/16/2019	A
192000239	GRANGER, DANIEL	\$	59.76	10/16/2019	A
192000240	GRIEBENOW, BRIAN	\$	91.94	10/16/2019	A
192000241	GROSSMAN, THOMAS	\$	325.00	10/16/2019	A
192000242	GUTHRIE, ASHLEY	\$	77.14	10/16/2019	A
192000243	HAGESTUEN, FAITH	\$	24.57	10/16/2019	A
192000244	HERNANDEZ, KARLA	\$	168.20	10/16/2019	A

192000245 HOEG, SCOTT	\$	14.00	10/16/2019 A
192000246 HOFFMANN, CORY	\$	85.00	10/16/2019 A
192000247 HUBBARD, MICHELLE	\$	253.80	10/16/2019 A
192000248 JORGENSEN, AMY	\$	969.47	10/16/2019 A
192000249 KENTFIELD, KELLY	\$	281.37	10/16/2019 A
192000250 LATUFF, JENNIFER	\$	37.96	10/16/2019 A
192000251 LYDON, CASSANDRA	\$	24.04	10/16/2019 A
192000252 MALWITZ, REBECCA	\$	247.22	10/16/2019 A
192000253 MARKUSON, RACHAEL	\$	50.00	10/16/2019 A
192000254 MARTINSON, KARA	\$	21.99	10/16/2019 A
192000255 MILES, MARY	\$	627.79	10/16/2019 A
192000256 MOREAU, CALLI	\$	28.16	10/16/2019 A
192000257 NACHTSHEIM, JOHN	\$	109.91	10/16/2019 A
192000258 NASVIK, CRAIG	\$	176.01	10/16/2019 A
192000259 OGNE, TAYLOR	\$	266.22	10/16/2019 A
192000260 OLSON, DAVID	\$	142.68	10/16/2019 A
192000261 OSWALD, NICOLE	\$	349.03	10/16/2019 A
192000262 PELOQUIN, BRIAN	\$	420.71	10/16/2019 A
192000263 PHOMPHENE, SAYSAMONE	\$	151.96	10/16/2019 A
192000264 RIDER, ANGELA	\$	40.00	10/16/2019 A
192000265 SAMPOANG, DESSERAY	\$	375.38	10/16/2019 A
192000266 SANTOSCOY, BRIANA	\$	102.00	10/16/2019 A
192000267 SCHUEBEL, ANGELA	\$	31.90	10/16/2019 A
192000268 SCHULTE, DARRELL	\$	434.54	10/16/2019 A
192000269 SNORTLAND, ELIZA	\$	630.00	10/16/2019 A
192000270 TIERNEY, JACQUELYN	\$	40.00	10/16/2019 A
192000271 VADNAIS, MOLLY	\$	17.40	10/16/2019 A
192000272 WALKER, DEBRA	\$	79.15	10/16/2019 A
192000273 WHITE, RACHEL	\$	551.17	10/16/2019 A
192000274 WILLEMSEN, ABBY	\$	240.00	10/16/2019 A
192000275 ALLEN, KATHLEEN	\$	78.88	10/31/2019 A
192000276 BABIASH, JENNIFER	\$	279.89	10/31/2019 A
192000277 BAKER, SUZANNE	\$	63.96	10/31/2019 A
192000278 BILSKEMPER, JOSHUA	\$	155.72	10/31/2019 A
192000279 BONCHER, CHERYL	\$	317.56	10/31/2019 A
192000280 BRUEMMER, SARAH	\$	39.25	10/31/2019 A
192000281 COOK, TRACY	\$	227.63	10/31/2019 A
192000282 DEEN, DENISE	\$	113.10	10/31/2019 A
192000283 DERY, JOSHUA	\$	34.80	10/31/2019 A
192000284 DONAHOE, TRACI	\$	43.61	10/31/2019 A
192000285 DRANGE, ANGELA	\$	142.31	10/31/2019 A
192000286 EDWARDS, JESSICA	\$	74.53	10/31/2019 A
192000287 EGEMO, PATRICIA	\$	84.10	10/31/2019 A
192000288 GALYON, AMY	\$	29.58	10/31/2019 A
192000289 GARCIA ANDERSON, ODELIS	\$	80.00	10/31/2019 A
192000290 GRAY, DONALD	\$	100.00	10/31/2019 A
192000291 HAUG, JOAN	\$	23.88	10/31/2019 A

192000292 HUFFMAN, NATALIE	\$	51.69	10/31/2019 A
192000293 KENTFIELD, KELLY	\$	44.97	10/31/2019 A
192000294 KILGO, GRACE	\$	130.50	10/31/2019 A
192000295 KLECKER, KEVIN	\$	204.49	10/31/2019 A
192000296 LAMWERS, LINDSAY	\$	46.20	10/31/2019 A
192000297 LANIGAN, CHERYL	\$	322.81	10/31/2019 A
192000298 LEHN, BRIDGET	\$	201.28	10/31/2019 A
192000299 LEISTICO, VICTORIA	\$	38.57	10/31/2019 A
192000300 LUKNIC, JONATHAN	\$	440.92	10/31/2019 A
192000301 MCGRATH, LEE	\$	75.00	10/31/2019 A
192000302 MILES, STACY	\$	8.12	10/31/2019 A
192000303 MIRON, ARIANA	\$	120.12	10/31/2019 A
192000304 MONTGOMERY, JACOB	\$	706.86	10/31/2019 A
192000305 MOSSER, LORI	\$	54.95	10/31/2019 A
192000306 MYERS, ANN	\$	69.97	10/31/2019 A
192000307 NADEAU, MARGARET	\$	365.99	10/31/2019 A
192000308 NELSON, TAYLOR	\$	245.92	10/31/2019 A
192000309 O'LEARY, CHADRICK	\$	377.46	10/31/2019 A
192000310 OLSON, DAVID	\$	75.00	10/31/2019 A
192000311 PERCIVAL, PATRICIA	\$	91.91	10/31/2019 A
192000312 PUJOLS, JUAN	\$	556.98	10/31/2019 A
192000313 REEVES, BROOKE	\$	250.95	10/31/2019 A
192000314 RIEBOW, MATTHEW	\$	138.62	10/31/2019 A
192000315 ROCKFORD, JEREMY	\$	169.00	10/31/2019 A
192000316 SCHULTE, DARRELL	\$	7.99	10/31/2019 A
192000317 SNYDER, ABIGAIL	\$	209.00	10/31/2019 A
192000318 STARUCK, DONNA	\$	441.72	10/31/2019 A
192000319 STEWART, SCOTT	\$	19.00	10/31/2019 A
192000320 STOFFEL, JAMES	\$	26.41	10/31/2019 A
192000321 VETTE, MARISA	\$	27.59	10/31/2019 A
192000322 WEINHOLD, TODD	\$	5.98	10/31/2019 A
192000323 WIECZOREK, THOMAS	\$	651.96	10/31/2019 A
	\$	2,657,547.93	

**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: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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Donation	Donor	Recipient
\$100 for Cheer Program	Joan Weber	White Bear Lake Area High School Cheer Program
\$100 for Lunch Account	Samantha Fischer	Oneka Elementary School
\$300 for Wrestling Program	VFW – Keep Zimmer Post #1782	White Bear Lake Area High School Wrestling Program
\$100 for Career Pathways Expo Hospitality Room Sponsor	White Bear Area Chamber of Commerce	White Bear Lake Area High School
3 VIZ-Pro ECO Magnetic Whiteboard/Flipchart Easel	DonorsChoose	AVID Tutorials Grades 6-8 Project
\$100	Your Cause LLC Trustee for Wells Fargo Foundation Educational Matching Gifts Program	Oneka Elementary School
\$25 for Hug a Heart	James and Leann Galvin	Lincoln Elementary School
\$30 for Hug a Heart	Patricia and Harold Mueller	Lincoln Elementary School
\$750 classroom donation for Adam Holman, Kristie Holman, and Rebecca Holman	Beth Holman	Central Middle School
36 Books	Kathryn Chase	Lincoln Elementary School
School Supplies	Shirley Quisberg	Lincoln Elementary School
Two Grants \$2,000 to Corrine Steffens for White Bear Lake community Players Theatre \$1,500 to Lindsay Lamwers for student run coffee shop business	The Greater White Bear Lake Community Foundation	WBLAHS – South Campus and White Bear Lake Area School District

**RECOMMENDED ACTION:** Accept donations.

AGENDA ITEM: **Field Trip Requests**

MEETING DATE: **November 11, 2019**

SUGGESTED DISPOSITION: **Consent Agenda**

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

**Background:**

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

Date of Trip and Destination	Requesting Staff Member	Grade/ Team	Number of School Days Missed	Number of Students Attending	Total Cost per Student and Source of Revenue	Means of Transportation	Purpose of Field Trip
WBLAHS Choir April 3 – 4, 2020 Duluth, MN	Wendy Suoja Eliza Snortland	Choir	1	85 students	Cost to student: \$285  Sources of Revenue: Fundraising and family	Charter Bus	We will spend the day collaborating with the Concert Choir at St. Scholastica.
Band April 24 – 27, 2020 New York City	Shannon Anderson	Band	2	@ 85-100 Students	Cost to student: \$1,600 -\$1,900  Source of Revenue: Fundraising	Air & Charter Bus in (New York)	Opportunity to see several music performances (i.e. Broadway show) and have a clinic with a Broadway conductor.
Nordic Skiing December 29-31, 2019 Giant’s Ridge	Seth Salenger	Nordic Skiing	0	14	Cost to student: \$250  Source of Revenue: Activity Account	District Bus	This is our annual winter training trip to Giant’s Ridge.

**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/NON-RENEWAL– CLASSIFIED STAFF**

**SUSAN BELHUEMER**– Bus Driver, Bus Garage  
Employed by District 624 since 12/01/2017  
Effective Date: 04/25/2019

**JANN EDBERG**– Program Assistant, Hugo Elementary  
Employed by District 624 since 08/26/2019  
Effective Date: 10/10/2019

**STACEY HUNT**– Pupil Support Assistant, Central Middle School  
Employed by District 624 since 09/05/2013  
Effective Date: 10/16/2019

**KRISTEN MIDDLETON** – Regular Part-Time Cook, Otter Lake Elementary  
Employed by District 624 since 09/02/2019  
Effective Date: 11/01/2019

**JOANNE ROGNEY**– Part-Time Cook, Oneka Elementary  
Employed by District 624 since 10/12/2015  
Effective Date: 09/01/2019

**ROSEMARIE ROSSBACH**– Part-Time Cook, Lincoln Elementary  
Employed by District 624 since 04/09/2019  
Effective Date: 10/04/2019

**SHANNON SIPMKINS**– Part-Time Cook, WBLAHS– North Campus  
Employed by District 624 since 09/23/2019  
Effective Date: 10/11/2019

**MELANIE SOLEI**– Pupil Support Assistant, Transition Education Center  
Employed by District 624 since 09/02/2019  
Effective Date: 10/25/2019

**KAO YANG**– Pupil Support Assistant, Sunrise Park Middle School  
Employed by District 624 since 09/06/2016  
Effective Date: 10/09/2019

**RESIGNATION/TERMINATION/NON-RENEWAL– PROFESSIONAL**

**JASON HEALY**– Elementary Principal, Hugo Elementary  
Employed by District 624 since 08/21/1997  
Effective Date: 01/31/2020

**RETIREMENT– CLASSIFIED STAFF**

**MATTHEW KEESE**– Head Engineer, Oneka and Hugo Elementary, TEC  
Employed by District 624 since 01/30/2006  
Effective Date: 10/31/2019

**RETIREMENT– NON-AFFILIATED**

**JEAN RASMUSSEN**– Business Applications and State Reporting Specialist, District Center  
Employed by District 624 since 09/26/1994  
Effective Date: 12/31/2019

**CHANGE IN ASSIGNMENT – CLASSIFIED STAFF**

**ASHLEY CLARK** – From Program Assistant, Oneka and Otter Lake Elementary  
To Program Assistant and BEAR Fundamentals Assistant, Otter Lake Elementary  
\$15.11 per hr., 37.5 hrs., per week  
Effective Date: 09/12/2019

**DELANIE FICEK** – From Program Assistant, Vadnais Heights Elementary  
To Activity Leader, Birch Lake and Vadnais Heights Elementary  
\$16.49 per hr., 40.0 hrs., per week  
Effective Date: 11/04/2019

**MEGAN FROST** – From Administrative Assistant - Principal, Central Middle School  
To Administrative Assistant – Asst. Superintendent of T & L, District Center  
\$24.27 per hr., 40.0 hrs., per week  
Effective Date: 11/04/2019

**NELDA HENDERSON** - Pupil Support Assistant and Child Study Secretary, Area Learning Center  
Increase of hours from 30 hrs. per week to 35 hrs. per week  
Effective Date: 09/02/2019

**TARA WILCOX** – From Asst. Head Cook, Central Middle School  
To Regular Part-Time Cook, Lincoln Elementary  
\$16.18 per hr. plus \$.70 Cert II per hr., 22.5 hrs., per week  
Effective Date: 10/21/2019

**CHANGE IN ASSIGNMENT – CERTIFIED STAFF**

**HEATHER BERRY** – Intervention Specialist, Lakeaires Elementary  
From 1.0 FTE to .7 FTE  
Effective Date: 2019-2020 School Year

**HANNAH KAEFER** – Social Worker, Lakeaires & Lincoln Elementary  
From .8 FTE to 1.0 FTE  
Effective Date: 2019-2020 School Year

**TEMPORARY CHANGE IN ASSIGNMENT – CERTIFIED STAFF**

**CLARE KAZMIERCZAK** – EL Teacher, Hugo and Willow Elementary  
From .5 FTE to .8 FTE  
Effective Date: 10/14/2019

**NEW PERSONNEL – CLASSIFIED STAFF**

**JOSEPH HEDIN**– Program Assistant, Oneka and Willow Elementary  
\$13.98 per hr., 23.0 hours per week, \$12,078.72  
Effective Date: 10/29/2019

**STEVEN HENRY**– Pupil Support Assistant, Sunrise Park Middle School  
\$18.77 per hr., 32.5 hours per week, \$16,714.68  
Effective Date: 11/04/2019

**ARIYANA HOLYFIELD**– Program Assistant Leader, Lincoln Elementary  
\$13.98 per hr., 12.5 hours per week, \$7,689.00  
Effective Date: 08/26/2019

**LEXIE LEICK**– Program Assistant Leader, Hugo and Matoska Elementary  
\$13.98 per hr., 25.5 hours per week, \$13,475.32  
Effective Date: 10/08/2019

**MATTHEW MOYLAN** – MS Assistant Head Cook, Central Middle School  
\$17.46 per hr, 28.75 hrs. per week, \$14,356.48  
Effective Date: 10/28/2019

**JOCELYN SWEET**– Program Assistant Leader, Hugo Elementary  
\$13.98 per hr., 13.75 hours per week, \$6,920.10  
Effective Date: 10/22/2019

**NEW PERSONNEL – NON-AFFILIATED**

**SETH MADER** – Accounting Coordinator, District Center  
\$63,269.23 (Pro-rated on \$94,000.00)  
Effective Date: 10/28/2019

**ALEXIS ROE** – Transportation Specialist, Bus Garage  
\$41,249.99 (Pro-rated on \$65,000.00)  
Effective Date: 11/11/2019

**LONG TERM SUBSTITUTE – CLASSIFIED STAFF**

**BRENDA BEDELL** – Part-Time Cook, Sunrise Park Middle School  
\$15.09 per hr, 17.5 hrs. per week  
Effective Date: 10/21/2019

**SANDRA EVANGELIST** – Part-Time Cook, WBLAHS – South Campus  
\$15.09 per hr, 15.0 hrs. per week  
Effective Date: 10/28/2019 through 02/03/2020

**KAREN FILIPEK** – Part-Time Cook, WBLAHS – North Campus  
\$15.09 per hr, 18.75 hrs. per week  
Effective Date: 10/24/2019

**LONG TERM SUBSTITUTE – CERTIFIED STAFF**

**TERESA AMPE** – Guidance Counselor, WBLAHS – South Campus  
MA, Step 13, \$15,128.48  
Effective Date: 10/31/2019 through 12/20/2019

**AMY CANNIFF** – .2 FTE Work Experience Teacher, Area Learning Center  
MA, Step 13, \$2,133.69  
Effective Date: 10/16/2019 through 11/20/2019

**KRISTIN CARLSON** – .2 FTE Speech Language Pathologist, Lincoln Elementary  
MA, Step 13, \$11,651.83  
Effective Date: 11/08/2019 through 06/08/2020

**MOLLY HAPPE** – Grade 6 Mathematics, Sunrise Park Middle School  
BA, Step 11, \$4,840.82  
Effective Date: 11/21/2019 through 12/20/2019

**LEIGH MILLS** – Grade 5 Teacher, Lakeaires Elementary  
BA, Step 13, \$19,009.35  
Effective Date: 09/30/2019 through 12/19/2019

**MOLLY O'ROURKE** – Grade 3 Teacher, Lincoln Elementary  
BA, Step 1, \$14,594.51  
Effective Date: 10/14/2019 through 01/21/2020

**KAITLYN WOLFF** – Grade 2 Teacher, Otter Lake Elementary  
BA, Step 1, \$7,679.04  
Effective Date: 11/06/2019 through 12/20/2019

# **B. PUBLIC FORUM**

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

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

# **C. INFORMATION ITEMS**

AGENDA ITEM: **District Equity and Achievement Committee Update**

MEETING DATE: **November 12, 2019**

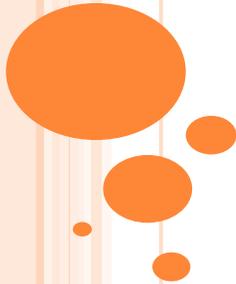
SUGGESTED DISPOSITION: **Information Item**

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

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**BACKGROUND:**

Dr. Alison Gillespe and Dr. Wayne Kazmierczak will provide an update on the work of the District's Equity and Achievement Committee, including a presentation of the District's equity commitment statement and the equity decision making protocol.



# District Equity and Achievement Team Update

November 12, 2019

## Strategy 5

### **We will embrace all cultures with humility and respect.**

- Members of all cultural communities can participate in our schools.
- Our school community is culturally responsive.
- Curriculum and resources in all learning environments at all grade levels reflect diverse perspectives.
- The employees of White Bear Lake Area Schools reflect the diversity of its student population.
- District policies and procedures promote diversity and cultural acceptance.
- A community resource center that actively supports families, provides links to the schools and community, and fosters cultural understanding.



# Equity Commitment

- April 2019- A committee of 30 stakeholders developed our Equity Commitment.
- Stakeholder presentations:
  - End of 2018-19
  - Convocation: August 2019
  - Fall 2019
- Foundation for the District Equity and Achievement Committee

## Equity Commitment

To nurture the whole student,  
we disrupt systemic inequities by  
recognizing, honoring, and embracing  
all cultures with humility and respect.

# 4-Way Equity Decision Making Protocol

- Adopted in April 2019
  - District, Building and Site Leaders utilizing this protocol as decision are made
    - Staff presentations occurring.
  - Emphasis this is ALL of our responsibility to use in our decision making.
- 

## 4-Way Equity Decision Making Protocol

- 1) How does this help to provide opportunities to students who have been marginalized within the system in the past?
- 2) How does this help to ensure equitable access for all?
- 3) How does this help to eliminate barriers based on race/ethnicity, gender, disability, age, or other protected groups?
- 4) How does this ensure that the same rigorous standards for academic performance exist for all students?

# 2019-20: Strategy 5 Priorities



## **Specific Result 5.2:**

Our school community is culturally responsive.

### **Action Step 5.2-1:**

A team of knowledgeable, committed stakeholders exists in every school and works with other school teams to advance cultural competency and achieve equitable outcomes



## **Specific Result 5.2:**

Our school community is culturally responsive.

**Action Step 5.2-3:** All district employees are engaged in customized professional development to promote cultural competence.

**Action Step 5.2-4:** Staff is trained in culturally responsive teaching practices such as Guided Language Acquisition Design (BeGLAD)

**Action Step 5.2-5:** District employees are trained in relationship building through a program such as Innocent Classroom allowing student-centered instruction.

**Action Step 5.2-6:** Students and staff are taught to respond to bias (conscious and unconscious) and cultural intolerance using a model such as Teaching Tolerance's "Speak up at School" model: Interrupt, Question, Educate, Echo.

## **Additional 2019-20 Priorities**

- Continue building opportunities for staff leadership
  - District Equity Team
  - Task Force work
- District Equity Assessment (Action Step 5.3.1)
- Increasing student leadership opportunities
- Strengthening collaboration with Equity Alliance

AGENDA ITEM: **Superintendent's Report**  
MEETING DATE: **November 12, 2019**  
SUGGESTED DISPOSITION: **Information Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**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 401, Family and Medical Leave Policy**  
MEETING DATE: **November 12, 2019**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Matt Mons, Director of Human Resources**

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**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. Changes were made to the following sections: Purpose; and added a new VI District Leave Provisions.

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), the Parenting Leave Act, the Military Family Leave Act and to provide guidance regarding other leaves of absence that may be provided by the school district.

**RECOMMENDED ACTION:**

To review the policy and provide suggestions or feedback to the administration, with the policy placed on the December 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*  
*Annual Review: April 9, 2018*

*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 the~~ Parenting Leave Act, ~~the~~ as well as Military Family Leave Act ~~and to provide guidance regarding other leaves of absence that may be provided by the school district.~~

### **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 with a serious injury or illness.
- E. “Next of kin of a covered service emember” 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 servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember 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 covered servicemember, all such family members shall be considered the covered servicemember next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember’s only next of kin.
- F. “Outpatient status” means, with respect to a covered servicemember, 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.
- 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 health care provider for oneself, a covered military member, or his/her child;
  6. to spend up to five 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.
- 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 health care 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.
- 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 health care 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. 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 servicemember unable to perform the duties of the servicemember'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 Assistant 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 health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care 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 servicemember 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 health care 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 not greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. 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 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 Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. 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 servicemember 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 servicemember 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 servicemember 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 health care provider of the covered servicemember 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. DISTRICT LEAVE PROVISIONS**

### **A. General leaves of absence**

1. All leaves of absence that are of a duration of 20 workdays or greater require School Board approval, as does the employment of a replacement for an employee on said leave. The Director of Human Resources has the authority to approve leaves of absence of a duration less than 20 workdays, as well as the employment of a replacement for an employee on said leave.
2. All leave of absence requests must be submitted in writing to the Human Resources Department at least 30 workdays in advance of the leave unless the leave is for an entire school year, in which case the request needs to be submitted by March 1 of the previous school year. Notice of intent to

return to work following an annual leave of absence must be submitted in writing to the Human Resources Department by March 1 of the year of the leave (failure to do so will result in the district assuming the employee is returning to work as scheduled). The Director of Human Resources has the authority to waive these timelines based on a consideration of all the surrounding facts and circumstances.

B. Non delivering parent leave

1. An eligible employee may use available accumulated paid leave for a period not to exceed six weeks following the date of birth or adoption of a child. 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. A statement certifying the birth or adoption of a child must be produced.

2. Employees that do not meet the eligibility requirement in VI. B. 1. may use up to ten (10) days of available accumulated paid leave following the date of birth or adoption of a child. A statement certifying the birth or adoption of a child must be produced.

C. Jury Duty

1. Personnel shall be released from job responsibilities in order to perform jury duty.

2. On days when jury duty requires only a portion of the work day, the employee shall work the remaining portion of the day.

3. The compensation of an employee shall not be reduced as a result of jury duty.

4. Any jury compensation, excluding mileage, meals or lodging, shall be assigned to the district.

**VII. 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.

### **VIII. 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 516, Student Medication**  
MEETING DATE: **November 12, 2019**  
SUGGESTED DISPOSITION: **Discussion Item**  
CONTACT PERSON(S): **Lisa Ouren, Director of Student Support Services**

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**BACKGROUND:**

School Board Policy 516, Student Medication, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. Changes were made to the following sections: General Statement of Policy, Requirements, and Legal References.

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

**RECOMMENDED ACTION:**

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

*Adopted: September 8, 1997*

*White Bear Lake Area School Board Policy 516*

*Revised: August 27, 2001*

*Revised: May 9, 2005*

*Revised: September 9, 2002*

*Revised: January 14, 2013*

*Revised: February 10, 2003*

## **516 STUDENT MEDICATION**

### **I. PURPOSE**

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

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

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse or trained designee will administer medications, except any form of medical cannabis, in accordance with law and school district procedures.

### **III. DEFINITION**

A. "Parent" for students 18 years old or older is the student.

### **IV. REQUIREMENTS**

- A. The administration of prescription and nonprescription medication requires a completed signed authorization from the student's parent or guardian. The school district may rely on an oral parent/guardian request to administer medication for up to two school days, after which a written authorization is required.
- B. An "Authorization for Administration of Medication at School" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6.
- C. ~~Prescription~~ All medication must come to school in the original container. Prescription medication must be labeled for the student by an authorized medical professional in accordance with law, and must be administered in a manner consistent with the instructions on the label and prescriber instructions. The medication cannot be expired.

- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (Individual Education Program), Section 504 plan, or IHP (Individual Health Plan).
- F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization and container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medication used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- ~~H.~~ The school nurse, or other designated person, shall be responsible for the filing of the "Authorization for Administration of Medication at School" form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- ~~I.~~ Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minn. Stat. § 121A.21).
- ~~J.~~ Specific Exceptions:
1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feeding do not constitute administration of drugs and medicine.
  2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.
  3. Drugs or medication provided or administered by a public health agency to prevent or control an illness or a disease outbreak is not governed by this policy.
  4. Drugs or medication used at school in connection with services for which a minor may give effective consent are not governed by this policy. Authorization for administration of medication paperwork signed by licensed prescriber, must still be on file in the health office.

- ~~K.~~ 5. Drugs or medicines that are prescription asthma or reactive airway disease medications may be self-administered by a student with an asthma inhaler if:
- a. The school district has received a written authorization from the pupil's parent/guardian permitting the student to self-administer the medication;
  - b. The inhaler is properly labeled for that student; and
  - c. The parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's health record a plan to implement safe possession and use of asthma inhalers.

6. Medications:
- a) that are used off school grounds;
  - b) that are used in connection with athletics or extracurricular activities; or
  - c) that are used in connection with activities that occur before or after the regular school day are not governed by this policy.
7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the

privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed ~~nonsyringe injectors~~ of epinephrine epinephrine auto-injectors that enables the student to:
  - a. possess ~~nonsyringe injectors~~ of epinephrine auto-injectors; or
  - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to ~~nonsyringe injectors~~ of epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering ~~nonsyringe injectors~~ of epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day or while on a school property or at a school-sponsored event without a prescription, physician's note, or ~~other documentation of a~~ documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

M. K. "Parent" for students 18 years old or older is the student.

L. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply for epinephrine auto-injectors.

**Legal References:** Minn. Stat. § 13.32 (Student Health Data)  
Minn. Stat. § 121A.21 (Hiring of Health Personnel)  
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)  
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)  
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine AutoInjectors; Model Policy)  
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)  
**Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)**  
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)  
**Minn. Stat. § 152.22 (Medical Cannabis; Definitions)**  
**Minn. Stat. § 152.23 (Medical Cannabis; Limitations)**  
20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Improvement Act of 2004) 29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)

**Cross References:** WBLAS Policy 418 (Drug-Free Workplace/Drug Free School)  
***pted: September 8, 1997 White Bear Lake Area School Board Policy 516***

*Revised: August 27, 2001*  
*Revised: September 9, 2002*  
*Revised: February 10, 2003*

*Revised: May 9, 2005*  
*Revised: January 14, 2013*

AGENDA ITEM: **Policy 528, Student Parental, Family and Marital Status Nondiscrimination**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Discussion Item**

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

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**BACKGROUND:**

School Board Policy 528, Student Parental, Family and Marital Status Nondiscrimination, was reviewed by the School Board Policy Committee and Cabinet, and is being recommended for a first reading. Changes were made to the following section: General Statement of Policy.

The purpose of this policy: Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

**RECOMMENDED ACTION:**

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

Adopted: August 27, 2001  
Revised: \_\_\_\_\_

White Bear Lake Area School Board Policy #528

## **528 STUDENT PARENTAL, FAMILY AND MARITAL STATUS NONDISCRIMINATION**

### **I. PURPOSE**

Students are protected from discrimination on the basis of sex and marital status pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. This includes discrimination on the basis of pregnancy. The purpose of this school district policy is to provide equal educational opportunity for all students and to prohibit discrimination on the grounds of sex, parental, family, or marital status.

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

- A. The school district provides equal educational opportunity for all students, and will not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.
- B. The school district will not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such students' pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.
- C. The school district may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all students for other physical or emotional conditions requiring the attention of a physician.
- D. The school district will ensure that any separate and voluntary instructional program is comparable to that offered to non-pregnant students.
- E. It is the responsibility of every school district employee to comply with this policy.
- F. The School Board has designated Assistant Superintendent for Teaching and Learning, 4855 Bloom Avenue, White Bear Lake, MN 55110, 651-407-7567) as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

- F. G. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss it them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. ~~appropriate school district official provided by policy.~~ In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.
- G.H. Any reports of unlawful discrimination under this policy will be handled, investigated and acted upon in the manner specified in Policy 522 - Student Sex Nondiscrimination.

Legal References: Minn. Stat. § 363.01 et seq. (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing regulations of Title IX)  
Minnesota Rules, Part 3535.9920 (requiring each school board to state annually that it has a written policy on pregnant students).

Cross Reference: WBLASB Policy 102 (Equal Educational Opportunity)  
WBLASB Model Policy 413 (Harassment and Violence)  
WBLASB Policy 522 (Student Sex Nondiscrimination)  
MSBA Service Manual, Chapter 13, School Law Bulletin "J"  
(Title IX of the Education Amendments of 1972)

# **E. OPERATIONAL ITEMS**

AGENDA ITEM: **Approval of Resolution Canvass Returns of Votes of School District General Election (School Board Members) on November 5, 2019**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Superintendent**  
**Tim Maurer, Director of Community Services & Recreation**

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**BACKGROUND:**

Minnesota Statute requires that school districts adopt a resolution canvassing returns of votes of school district special and general elections between the third and tenth day following the date of the election. The District's election attorney, Mr. Tom Deans of Knutson, Flynn & Deans, PA, provided the necessary documents for this resolution, and the results of the election were provided by Mr. Dave Triplett, Interim Ramsey County Elections Manager. Superintendent Kazmierczak will review with the School Board the Resolution Canvassing Returns of Votes of School District General Election.

**RECOMMENDED ACTION:** Move to approve the *Resolution Canvassing Returns of Votes of School District General Election*.

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

Pursuant to due call and notice thereof, a **regular** meeting of the School Board of Independent School District No. 624 (White Bear Lake Area Public Schools), State of Minnesota, was duly held in said school district on the **12** day of November, 2019, at **7:00** o'clock p.m. for the purpose, in part, of canvassing its general election.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ moved the adoption of the following resolution:

**RESOLUTION CANVASSING RETURNS  
OF VOTES OF SCHOOL DISTRICT GENERAL ELECTION**

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

1. It is hereby found, determined and declared that the general election of the voters of this school district held on November 5, 2019, was in all respects duly and legally called and held.

2. As specified in the attached Abstract and Return of Votes Cast, a total of **16659** voters of the district voted at said general election on the election of three (3) school board members for four (4) year term vacancies on the board caused by expiration of term on the first Monday in January next following the general election as follows:

<b><u>Scott Arcand</u></b>	<u>5204</u>	<b><u>Angela Thompson</u></b>	<u>7222</u>
<b><u>Patrick Bataglia</u></b>	<u>4720</u>	<b><u>Scott Wilson</u></b>	<u>4787</u>
<b><u>Margaret Newmaster</u></b>	<u>6163</u>	<b><u>Write- In</u></b>	<u>382</u>

3. **Scott Arcand**, **Margaret Newmaster**, and **Angela Thompson**, having received the highest number of votes, are elected to four year terms beginning on the first Monday in January 2020.

4. The clerk is hereby directed to certify the results of the election to the county auditor of each county in which the school district is located in whole or in part.

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.





AGENDA ITEM: **Approval of Resolution Canvass Returns of Votes of School District Special Election (Bond Referendum) on November 5, 2019**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Dr. Wayne A. Kazmierczak, Superintendent**  
**Tim Maurer, Director of Community Services & Recreation**

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**BACKGROUND:**

Minnesota Statute requires that school districts adopt a resolution canvassing returns of votes of school district special and general elections between the third and tenth day following the date of the election. The District's election attorney, Mr. Tom Deans of Knutson, Flynn & Deans, PA, provided the necessary documents for this resolution, and the results of the election were provided by Mr. Dave Triplett, Interim Ramsey County Elections Manager. Superintendent Kazmierczak will review with the School Board the Resolution Canvassing Returns of Votes of School District Special Election.

**RECOMMENDED ACTION:** Move to approve the *Resolution Canvassing Returns of Votes of School District Special Election*.

CERTIFICATION OF MINUTES RELATING

TO

SCHOOL BUILDING BONDS

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

GOVERNING BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting, held November 12, 2019, at 7:00 o'clock p.m. in the School District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION CANVASSING RETURNS  
OF VOTES OF SCHOOL DISTRICT SPECIAL ELECTION**

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 12 day of November, 2019.

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School District Clerk

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

Pursuant to due call and notice thereof, a \_\_\_\_\_ meeting of the School Board of Independent School District No. 624 (White Bear Lake Area Schools), State of Minnesota, was duly held in said school district on November \_\_, 2019, at \_\_\_\_\_ o'clock \_\_.. for the purpose, in part, of canvassing a special election.

Member \_\_\_\_\_ moved the adoption of the following resolution:

**RESOLUTION CANVASSING RETURNS  
OF VOTES OF SCHOOL DISTRICT SPECIAL ELECTION**

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

1. It is hereby found, determined and declared that the special election of the voters of this school district held on November 5, 2019, was in all respects duly and legally called and held.

2. As specified in the attached Abstract and Return of Votes Cast, at said election a total of **16659** voters of the school district voted on the question of authorizing the issuance of school building bonds for a school acquisition and betterment program (SCHOOL DISTRICT QUESTION 1), of which **8536** voted in favor, **6336** voted against the same, and there were \_\_\_\_\_ completely blank or defective ballots related to this question. Said proposition, having received the approval of at least a majority of such votes, is hereby declared to have carried.

3. The clerk is hereby directed to certify the results of the election to the county auditors of each county in which the school district is located in whole or in part and to the Commissioner of Education.

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.

Abstract of Votes Cast  
Independent School District No. 624 (WHITE BEAR LAKE)  
State of Minnesota  
at the Municipal and School District General Election  
Held Tuesday, November 5, 2019

Compiled from the Official Returns.

Summary of Totals  
Independent School District No. 624 (WHITE BEAR LAKE)  
Tuesday, November 5, 2019 Municipal and School District General Election

Number of persons registered as of 7 a.m.	49423
Number of persons registered on Election Day	541
Number of accepted regular, military, and overseas absentee ballots and mail ballots	2175
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	16659

Summary of Totals  
Independent School District No. 624 (WHITE BEAR LAKE)  
Tuesday, November 5, 2019 Municipal and School District General Election

**KEY TO PARTY ABBREVIATIONS**

NP - Nonpartisan

School Board Member at Large (ISD #624) (Elect 3)

NP Scott A. Wilson 4787	NP Scott Arcand 5204	NP Angela Thompson 7222	NP Patrick Battaglia 4720	NP Margaret Ann Newmaster 6163
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WI  
WRITE-IN\*\*  
382

SCHOOL DISTRICT QUESTION 1 (ISD #624)

NP YES 8536	NP NO 6336
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Detail of Election Results  
 Independent School District No. 624 (WHITE BEAR LAKE)  
 Tuesday, November 5, 2019 Municipal and School District General Election

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
02 2205 : LINO LAKES P-1	1281	5	337
02 2220 : LINO LAKES P-4	2489	8	570
02 2230 : LINO LAKES P-6	2320	19	668
62 0080 : GEM LAKE P-1	352	8	148
62 0380 : NORTH OAKS P-2	1969	17	655
62 1660 : VADNAIS HEIGHTS P-1	1632	10	609
62 1670 : VADNAIS HEIGHTS P-2	2446	14	853
62 1680 : VADNAIS HEIGHTS P-3	2098	18	741
62 1690 : VADNAIS HEIGHTS P-4	2304	27	433
62 1700 : WHITE BEAR TWP P-1	3395	33	1453
62 1710 : WHITE BEAR TWP P-2	2480	45	1124
62 1720 : WHITE BEAR TWP P-3	826	7	342
62 1730 : WHITE BEAR TWP P-4	1297	10	554
62 1740 : WHITE BEAR LAKE W-1 P-1	2854	47	857
62 1760 : WHITE BEAR LAKE W-3 P-1	2585	29	914
62 1765 : WHITE BEAR LAKE W-3 P-2	385	5	154
62 1780 : WHITE BEAR LAKE W-5 P-1	3222	24	1099
62 9032 : ISD 624 - WHITE BEAR LAKE 2-1	3520	46	1414
62 9034 : ISD 624- WHITE BEAR LAKE 4-1	2812	33	1053
62 9290 : ISD 624- LITTLE CANADA P-2	227	1	35
62 9431 : ISD 624-MAPLEWOOD P-8	238	0	10
82 8137 : ISD 624 - BIRCHWOOD	673	6	231
82 8138 : ISD 624 - HUGO W1 P-1	3435	54	1098
82 8997 : ISD 624 - HUGO W2 P2B	2842	48	750
82 9419 : ISD 624 - HUGO W3 P3A	1741	27	557
Independent School District No. 624 (WHITE BEAR LAKE) Total:	49423	541	16659

Detail of Election Results  
 Independent School District No. 624 (WHITE BEAR LAKE)  
 Tuesday, November 5, 2019 Municipal and School District General Election

Office Title: School Board Member at Large (ISD #624) (Elect 3)

Precinct	NP Scott A. Wilson	NP Scott Arcand	NP Angela Thompson	NP Patrick Battaglia	NP Margaret Ann Newmaster
02 2205 : LINO LAKES P-1	2	1	1	2	2
02 2220 : LINO LAKES P-4	0	3	1	0	1
02 2230 : LINO LAKES P-6	103	126	161	144	143
62 0080 : GEM LAKE P-1	52	53	57	46	50
62 0380 : NORTH OAKS P-2	103	86	148	89	155
62 1660 : VADNAIS HEIGHTS P-1	108	93	153	95	123
62 1670 : VADNAIS HEIGHTS P-2	295	257	423	270	368
62 1680 : VADNAIS HEIGHTS P-3	235	250	376	203	305
62 1690 : VADNAIS HEIGHTS P-4	145	166	205	147	174
62 1700 : WHITE BEAR TWP P-1	504	542	675	443	601
62 1710 : WHITE BEAR TWP P-2	331	369	493	342	419
62 1720 : WHITE BEAR TWP P-3	116	121	170	118	153
62 1730 : WHITE BEAR TWP P-4	200	192	284	190	256
62 1740 : WHITE BEAR LAKE W-1 P-1	266	293	417	309	347
62 1760 : WHITE BEAR LAKE W-3 P-1	318	319	439	302	431
62 1765 : WHITE BEAR LAKE W-3 P-2	52	60	71	49	67
62 1780 : WHITE BEAR LAKE W-5 P-1	305	400	493	363	405
62 9032 : ISD 624 - WHITE BEAR LAKE 2-1	491	523	776	449	648
62 9034 : ISD 624- WHITE BEAR LAKE 4-1	364	360	519	373	472
62 9290 : ISD 624- LITTLE CANADA P-2	13	13	12	9	13
62 9431 : ISD 624-MAPLEWOOD P-8	3	1	9	1	7
82 8137 : ISD 624 - BIRCHWOOD	68	81	120	67	113
82 8138 : ISD 624 - HUGO W1 P-1	320	409	530	324	414
82 8997 : ISD 624 - HUGO W2 P2B	214	255	382	221	283
82 9419 : ISD 624 - HUGO W3 P3A	179	231	307	164	213

Detail of Election Results  
 Independent School District No. 624 (WHITE BEAR LAKE)  
 Tuesday, November 5, 2019 Municipal and School District General Election

Office Title: School Board Member at Large (ISD #624) (Elect 3)

Total: 4787 5204 7222 4720 6163

Precinct	WI WRITE-IN**
02 2205 : LINO LAKES P-1	0
02 2220 : LINO LAKES P-4	0
02 2230 : LINO LAKES P-6	8
62 0080 : GEM LAKE P-1	1
62 0380 : NORTH OAKS P-2	18
62 1660 : VADNAIS HEIGHTS P-1	11
62 1670 : VADNAIS HEIGHTS P-2	14
62 1680 : VADNAIS HEIGHTS P-3	19
62 1690 : VADNAIS HEIGHTS P-4	6
62 1700 : WHITE BEAR TWP P-1	25
62 1710 : WHITE BEAR TWP P-2	28
62 1720 : WHITE BEAR TWP P-3	4
62 1730 : WHITE BEAR TWP P-4	6
62 1740 : WHITE BEAR LAKE W-1 P-1	24
62 1760 : WHITE BEAR LAKE W-3 P-1	18
62 1765 : WHITE BEAR LAKE W-3 P-2	7
62 1780 : WHITE BEAR LAKE W-5 P-1	31
62 9032 : ISD 624 - WHITE BEAR LAKE 2-1	53
62 9034 : ISD 624- WHITE BEAR LAKE 4-1	34
62 9290 : ISD 624- LITTLE CANADA P-2	0
62 9431 : ISD 624-MAPLEWOOD P-8	0
82 8137 : ISD 624 - BIRCHWOOD	3
82 8138 : ISD 624 - HUGO W1 P-1	36
82 8997 : ISD 624 - HUGO W2 P2B	20
82 9419 : ISD 624 - HUGO W3 P3A	16

Detail of Election Results  
 Independent School District No. 624 (WHITE BEAR LAKE)  
 Tuesday, November 5, 2019 Municipal and School District General Election

Office Title: School Board Member at Large (ISD #624) (Elect 3)

Total: **382**

Office Title: SCHOOL DISTRICT QUESTION 1 (ISD #624)

Precinct	NP	NP
	YES	NO
02 2205 : LINO LAKES P-1	3	0
02 2220 : LINO LAKES P-4	0	4
02 2230 : LINO LAKES P-6	303	150
62 0080 : GEM LAKE P-1	73	75
62 0380 : NORTH OAKS P-2	205	113
62 1660 : VADNAIS HEIGHTS P-1	217	126
62 1670 : VADNAIS HEIGHTS P-2	495	352
62 1680 : VADNAIS HEIGHTS P-3	381	351
62 1690 : VADNAIS HEIGHTS P-4	204	222
62 1700 : WHITE BEAR TWP P-1	767	670
62 1710 : WHITE BEAR TWP P-2	642	474
62 1720 : WHITE BEAR TWP P-3	181	161
62 1730 : WHITE BEAR TWP P-4	323	228
62 1740 : WHITE BEAR LAKE W-1 P-1	477	375
62 1760 : WHITE BEAR LAKE W-3 P-1	504	409
62 1765 : WHITE BEAR LAKE W-3 P-2	79	75
62 1780 : WHITE BEAR LAKE W-5 P-1	565	531
62 9032 : ISD 624 - WHITE BEAR LAKE 2-1	728	683
62 9034 : ISD 624- WHITE BEAR LAKE 4-1	588	459
62 9290 : ISD 624- LITTLE CANADA P-2	21	13
62 9431 : ISD 624-MAPLEWOOD P-8	7	3
82 8137 : ISD 624 - BIRCHWOOD	132	99
82 8138 : ISD 624 - HUGO W1 P-1	719	378

Detail of Election Results  
Independent School District No. 624 (WHITE BEAR LAKE)  
Tuesday, November 5, 2019 Municipal and School District General Election

Office Title: SCHOOL DISTRICT QUESTION 1 (ISD #624)

<b>Precinct</b>	<b>NP</b>	<b>NP</b>
	<b>YES</b>	<b>NO</b>
82 8997 : ISD 624 - HUGO W2 P2B	548	202
82 9419 : ISD 624 - HUGO W3 P3A	374	183
<b>Total:</b>	<b>8536</b>	<b>6336</b>

We, the school board members of Independent School District No. 624 (WHITE BEAR LAKE), certify that we have canvassed the returns of the Municipal and School District General Election held on Tuesday, November 5, 2019 and have herein specified the names of any candidates receiving votes and the number of votes received by each candidate, and have herein specified the number of votes for and against any ballot questions voted on in this election.

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the clerk of Independent School District No. 624 (WHITE BEAR LAKE).

Witness our official signature at \_\_\_\_\_ in \_\_\_\_\_ County this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
School Board Member

State of Minnesota  
Independent School District No. 624 (WHITE BEAR LAKE)

I, \_\_\_\_\_, Clerk of the Independent School District No. 624 (WHITE BEAR LAKE) do hereby certify the within and foregoing \_\_\_\_\_ pages to be a full and correct copy of the original abstract and return of the votes cast in the Independent School District No. 624 (WHITE BEAR LAKE) Municipal and School District General Election held on Tuesday, November 5, 2019.

Witness my hand and official seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_



AGENDA ITEM: Resolution Authorizing Issuance of Certificates of Election and Directing the School District to Perform Other Election Related Duties

MEETING DATE: November 13, 2017

SUGGESTED DISPOSITION: Operational Item

CONTACT PERSON(S): Dr. Wayne Kazmierczak, Superintendent  
Tim Maurer, Director of Community Services and Recreation

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**BACKGROUND:**

This resolution has been provided by our attorney to issue certificates of election and to allow the district to perform other election related duties for the School District General Election.

**RECOMMENDATION:**

The White Bear Lake Area School Board act to approve the resolution.

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

Pursuant to due call and notice thereof, a **regular** meeting of the School Board of Independent School District No. 624 (White Bear Lake Area Public Schools), State of Minnesota, was held in said school district on the **12** day of **November** 2019, at **7:00** o'clock p.m.

The following members were present:

and the following were absent:

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

**RESOLUTION AUTHORIZING ISSUANCE OF CERTIFICATES  
OF ELECTION AND DIRECTING THE SCHOOL DISTRICT CLERK  
TO PERFORM OTHER ELECTION RELATED DUTIES**

WHEREAS, the board has canvassed the general election for school board members held on November 5, 2019.

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

1. The chair and clerk are hereby authorized to execute certificates of election on behalf of the school board of Independent School District No. 624 to the following candidates:
  - a. **Scott Arcand**
  - b. **Margaret Newmaster**
  - c. **Angela Thompson**

who have received a sufficiently large number of votes to be elected to fill vacancies on the board caused by expiration of term on the first Monday in January next following the election, based on the results of the canvass.

2. The certificate of election shall be in substantially the form attached hereto.



**CERTIFICATE OF ELECTION  
(Full 4 Year Term)**

This is to certify as follows:

1. The School Board of Independent School District No. 624 on November \_\_\_\_, 2019, canvassed the general election of school board members held on November 5, 2019.
2. **Angela Thompson** received the largest number of votes cast for the office of school board member of Independent School District No. 624 for a full four (4) year term.
3. There are three (3) full four (4) year term vacancies on the board caused by expiration of term on the first Monday in January next following the election.
4. Therefore **Angela Thompson** is elected to the office of school board member of Independent School District No. 624 for a full four (4) year term beginning on the first Monday in January 2020 and expiring on the first Monday in January 2024.

By authority of the School Board of Independent School District No. 624, pursuant to resolution dated **November 12, 2019**.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk

**CERTIFICATE OF ELECTION  
(Full 4 Year Term)**

This is to certify as follows:

1. The School Board of Independent School District No. 624 on November \_\_\_\_, 2019, canvassed the general election of school board members held on November 5, 2019.

2. **Margaret Newmater** received the second largest number of votes cast for the office of school board member of Independent School District No.624 for a full four (4) year term.

3. There are three (3) full four (4) year term vacancies on the board caused by expiration of term on the first Monday in January next following the election.

4. Therefore **Margaret Newmaster** is elected to the office of school board member of Independent School District No. 624 for a full four (4) year term beginning on the first Monday in January 2020 and expiring on the first Monday in January 2024.

By authority of the School Board of Independent School District No. 624, pursuant to resolution dated **November 12, 2019**.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk

**CERTIFICATE OF ELECTION  
(Full 4 Year Term)**

This is to certify as follows:

1. The School Board of Independent School District No. 624 on November \_\_\_\_, 2019, canvassed the general election of school board members held on November 5, 2019.
2. **Scott Arcand** received the third largest number of votes cast for the office of school board member of Independent School District No. 624 for a full four (4) year term.
3. There are three (3) full four (4) year term vacancies on the board caused by expiration of term on the first Monday in January next following the election.
4. Therefore **Scott Arcand** is elected to the office of school board member of Independent School District No. 624 for a full four (4) year term beginning on the first Monday in January, 2020 and expiring on the first Monday in January, 2024.

By authority of the School Board of Independent School District No. 624, pursuant to resolution dated **November 12, 2019**.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk





**CAMPAIGN FINANCIAL REPORT  
CERTIFICATION OF FILING**

Each county, municipal or school district level candidate or treasurer of a committee formed to promote or defeat a ballot question shall certify to the filing officer that all reports required by Minnesota Statutes 211A.02 have been submitted to the filing officer or that the candidate or committee has not received contributions or made disbursements exceeding \$750 in the calendar year. The certification shall be submitted to the filing officer no later than seven days after the general or special election. (Minnesota Statutes 211A.05, subdivision 1).

Name of candidate or committee \_\_\_\_\_

Office sought by candidate \_\_\_\_\_ (if applicable)

or

Identification of ballot question \_\_\_\_\_ (if applicable)

Check appropriate box below:

I certify that all campaign financial reports required by  
Minnesota Statutes  
211A.02 have been submitted to the filing officer.

I certify that campaign contributions or disbursements did not exceed  
\$750  
in the calendar year.

\_\_\_\_\_  
(signature of candidate or committee treasurer)

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

AGENDA ITEM: **Approval of Polling Locations for 2020 State Primary and General Elections**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

Minnesota law requires the governing body of each school district to designate the locations of polling places for the following election year. It is now time for the School Board to approve polling places for the 2020 election year.

**RECOMMENDATION:**

We recommend that the School Board approve the recommendation of the polling places for the 2020 State Primary and General Elections.

White Bear Lake Area Public Schools  
Ramsey County, Anoka County, Washington County, Minnesota

RESOLUTION NO. \_\_\_\_-\_\_\_\_

RESOLUTION DESIGNATING POLLING PRECINCT LOCATIONS FOR THE  
2020 STATE PRIMARY AND GENERAL ELECTIONS

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

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

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

WHEREAS, the school district general election is November 3, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the School Board of Independent School District No. 624 (White Bear Lake Area Schools), hereby designates the following polling places for any elections conducted in the school in 2020:

**Lino Lakes**

- Precinct 1     Lino Lakes Senior Center  
                  1189 Main St  
                  Lino Lakes, MN 55014  
                  (Anoka County)
- Precinct 4     Lino Lakes City Hall  
                  600 Town Center PKWY  
                  Lino Lakes, MN 55014  
                  (Anoka County)
- Precinct 6     Living Waters Lutheran Church  
                  865 Birch St  
                  Lino Lakes, MN 55110  
                  (Anoka County)

### **Gem Lake**

Precinct 1     Heritage Hall  
4200 Otter Lake RD  
White Bear Lake, MN 55110  
(Ramsey County)

### **Little Canada**

Precinct 2     Little Canada Elementary School  
400 Eli RD  
Little Canada, MN 55117  
(Ramsey County)

### **Maplewood**

Precinct 8     Ramsey County Library  
3025 Southlawn DR  
Maplewood, MN 55109  
(Ramsey County)

### **North Oaks**

Precinct 2     Presbyterian Homes/Waverly Gardens  
5919 Centerville RD  
North Oaks, MN 55127  
(Ramsey County)

### **Vadnais Heights**

Precinct 1     Vadnais Heights Commons  
655 County Road F E  
Vadnais Heights, MN 55127  
(Ramsey County)

Precinct 2     Vadnais Heights Commons  
655 County Road F E  
Vadnais Heights, MN 55127  
(Ramsey County)

Precinct 3     Vadnais Heights Commons  
655 County Road F E  
Vadnais Heights, MN 55127  
(Ramsey County)

Precinct 4     Vadnais Heights South Fire Station  
3595 Arcade St N  
Vadnais Heights, MN 55110  
(Ramsey County)

### **White Bear Township**

Precinct 1     Otter Lake Elementary School  
1401 County Road H2 E  
White Bear Township, MN 55110  
(Ramsey County)

Precinct 2     Lakeshore Players Theatre  
4941 Long Ave  
White Bear Lake, MN 55110  
(Ramsey County)

Precinct 3     South Shore Trinity Lutheran Church  
2480 South Shore BLVD  
White Bear Lake, MN 55110  
(Ramsey County)

Precinct 4     Heritage Hall  
4200 Otter Lake Rd  
White Bear Lake, MN 55110  
(Ramsey County)

### **White Bear Lake**

Precinct 1     White Bear Lake City Hall - Council Chamber  
W-1            4701 Highway 61  
White Bear Lake, MN 55110  
(Ramsey County)

Precinct 1     Ramsey County Library White Bear Lake  
W-2            2150 2nd St  
White Bear Lake, MN 55110  
(Ramsey County)

Precinct 1     Sunrise Park Middle School, Gym  
W-3            2399 Cedar Ave  
White Bear Lake, MN 55110  
(Ramsey County)

Precinct 2     Sunrise Park Middle School, Gym  
W-3            2399 Cedar Ave  
White Bear Lake, MN 55110  
(Ramsey County)

Precinct 1      Golfview Building  
W-4              2449 Orchard LN  
                    White Bear Lake, MN 55110  
                    (Ramsey County)

Precinct 1      St. Stephen's Lutheran Church  
W-5              1965 County Road E E  
                    White Bear Lake, MN 55110  
                    (Ramsey County)

**Birchwood Village City**

Precinct 1      Birchwood City Hall  
                    207 Birchwood Ave  
                    White Bear Lake, MN 55110  
                    (Washington County)

**Hugo**

Precinct 1      Hugo Fire Hall  
W-1              5323 140th St N  
                    Hugo, MN 55038  
                    (Washington County)

Precinct 2B     Oneka Elementary School  
W-2              4888 Heritage PKWY N  
                    Hugo, MN 55038  
                    (Washington County)

Precinct 3A     Hugo City Hall  
W-3              14669 Fitzgerald Ave N  
                    Hugo, MN 55038  
                    (Washington County)

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

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

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

Adopted by the School Board of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Don Mullin, Chair

\_\_\_\_\_signature

Ellen Fahey, Clerk

\_\_\_\_\_signature

White Bear Lake Area School District  
ISD #624, School District

AGENDA ITEM: **Action on Health Insurance Rates  
Effective January 1, 2020**

MEETING DATE: **November 12, 2020**

SUGGESTED DISPOSITION: **Operational Item**

CONTACT PERSON(S): **Tim Wald, Assistant Superintendent for Finance &  
Operations and Matthew Mons, Director of Human  
Resources & General Counsel**

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**BACKGROUND:**

District administration in consultation with the District's insurance agent and the District's Insurance Advisory Committee (IAC) has made the following recommendation to establish renewal rates for our medical-hospitalization and dental plans.

After considerable discussion, the IAC fully supported a recommendation to increase the medical-hospitalization insurance rates by 5% to the HRA plan, 7% to the co-pay plan and 2% to the dental plan total rate effective January 1, 2020. Additionally, the IAC supports implementing a medical H.S.A. plan offering effective January 1, 2020. The District's H.S.A. plan contributions would match that of the existing H.R.A. plan.

The recommended total monthly premium structure for our medical hospitalization plans effective January 1, 2020 is as follows:

<b>Plan</b>	<b>Single</b>	<b>Family</b>
<b>Copay</b>	\$872.03	\$2,269.03
<b>HRA Plan</b>	\$719.72	\$1,871.04
<b>H.S.A. Plan</b>	\$659.83	\$1,715.35

**RECOMMENDATION:** Move to approve the District's health and dental insurance premium rates effective January 1, 2020 as presented.

AGENDA ITEM: **Action on Acceptance of Ryan Art Grants**  
MEETING DATE: **November 12, 2019**  
SUGGESTED DISPOSITION: **Operational Item**  
CONTACT PERSON(S): **Dr. Wayne Kazmierczak, Superintendent**

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**BACKGROUND:**

The White Bear Lake Area Educational Foundation has approved six 2019-20 Ryan Art Grant proposals, with a request that these grants be formally accepted by the School District.

On the following page are the grants, amount received, and recipient.

**RECOMMENDED ACTION:**

Accept the Ryan Art Grants totaling \$5,519.76 from the White Bear Lake Area Education Foundation.

# Ryan Art Grants - 2019

## #1. “Kind Hearted Kids”

Teacher: Erika Jagiella

School: Otter Lake Elementary K-5 Autism Cluster Program

Students in Special Education will be given an opportunity to be involved in a project using clay combined with an act of kindness. This art project will go hand in hand with the school’s social and emotional learning curriculum and spread an act of kindness through art.

This project will enhance art curriculum by exposing children to the medium of clay. Each student will be given the task, individually and independently, to create a clay project which in turn will be given to another person as an act of kindness.

## #2. I’ve got talent”

Teacher: Alison Davies, Kelly Coorough, Shannon Fulton, Kelly Bock

School: Matoska International IB World School 2<sup>nd</sup> grade (99 students)

This project will conceptualize the central idea that people use art to express feelings, points of view, and to connect with the world around them. Progressive mini-lessons are designed for students to experiment with the elements and principles of art in a variety of visual mediums. This year students will be asked to create a 3 dimensional work based on historical artists or art movements. This year the project is to be expanded to include Ojibwa Bags to enhance Native American connections. The project will culminate in a “gallery walk” night for parents to see and for students to explain their art work.

## #3. Making Art fun for a diverse group of learners!”

Teacher: Theresa Stender

School: Otter Lake Elementary Special Education/grades 3-5 (7 students)

This project will enhance art curriculum and instruction by learning techniques of being able to sit and participate in a group activity for special education students on the autism spectrum while expanding student’s interest in being able to explore new projects with various art activities.

The Ryan Grant will allow us to purchase supplies beyond the basics to help improve communication skills, fine motor skills and academic skills. Students will learn to hold a paint brush, hold paper while painting, place ink pad stamping on the paper, and find specific colors/shapes, as well as counting objects.

#### **#4. “Color My World”**

Teachers: Pam Winkler, Karla Harding, Alyssa Larson, Christina Hayden  
School: Matoska International First Grade (100 students)

Currently students are involved in a six week unit of inquiry that focuses on color and how it impacts and expresses emotion. These 4 teachers are currently working with WB Center for the Arts to come up with reasonable choices for students to utilize their skills in their projects – this could be painting materials, colorful paints colorful paper and glue or colorful recycled material. The teachers have then scheduled a trip on January 29<sup>th</sup> to the Center for the Arts with a guided tour and an hour to work on their projects.

#### **#5. “Theater Production – Jungle Book Jr.”**

Teachers: Allison Theissen, Susan Fick, Steven Hawkinson, Taylor Nelson, David Nestrud School: Birch Lake Elementary Grades 3-5 (40-50 students)

Birch Lake has an opportunity to partner with the Hanifl Performing Arts Center and Children’s Performing Arts again this year. Being part of a theatrical productions builds self-confidence, improves memory and focus, sparks imagination, teaches empathy and is FUN! The play this year will be “The Jungle Book Jr.” As witnessed last year, children will improve many areas of literacy, including, but not limited to: increased fluency, increased vocabulary, and speaking and listening skills.

#### **#6. “The Art of Step”**

Teachers: Kyra Scanlan Duzynski, Ashley Peterson, Kim Jeske-Walfoort,  
School: Matoska International IB World School Grade 3 (70 students)

Matoska has collaborated with the Ordway Center for the Performing Arts since 2015. The residency was led by professional teaching artist, Sean Burns, who focused on teaching students the art of stepping. This opportunity will enhance the art curriculum and instruction by allowing student to express themselves and explore their identity through rhythm and movement.

We recently learned that the Ordway did not get the funding from the Minnesota State Arts Board’s Arts Learning Grant. The Ryan Family Fund Art Grant would enable 3<sup>rd</sup> graders to continue working with Sean Burns this year to teach 10 lessons to the children in 3<sup>rd</sup> grade.

**APPROVED RYAN ART GRANT Grand Total: \$5,519.76**

AGENDA ITEM: Action on Acceptance of Brosious Grants

MEETING DATE: November 12, 2019

SUGGESTED DISPOSITION: Operational Item

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

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**BACKGROUND:**

The White Bear Lake Area Educational Foundation has forwarded ten Brosious Teaching Grants to the superintendent, with a request that these grants be formally accepted by the School Board.

As part of their internal process, prior to consideration of any proposal the Foundation reviews the proposals with our administration. We confirm that proposals are consistent with our curriculum, and if technology is used, consistent with our technology plan.

**RECOMMENDED ACTION:**

Accept the ten Brosious Teaching Grants from the White Bear Lake Area Educational Foundation as shown in the attached materials in the total amount of \$19,447.33.



The White Bear Lake Area Educational Foundation Brosious Grant Committee members are recommending the following 2019 Brosious Grants be approved in the total amount of: \$19,447.33

### #1. "The Latehomecomer"

School: ALC

Teachers: Seth Salenger, Michele Norcross

The hope is to bring Kao Kalia Yang to speak to students at the ALC. Students from North and South will also be invited to join the students at the ALC for a day of workshop with Kao Kalia Yang after the students have read the book the The Latehomecomer. The objective of this curriculum is to expose students to different cultures and stories of success so that they can see either people like themselves culturally or as a learner and see how grit, determination, becoming agents of their own learning can drastically change the course of their lives.

### #2. "Guitar Club"

School: North Campus

Teachers: David Melvin

David would like to start a Guitar Club during Bear Time (a relationship building/club activities/academic support during the school day.) He would like to purchase 6, acoustic guitars, cases, strings, etc. for a group of 6-15 students from both general education and special education backgrounds who have a strong desire to express themselves musically. Students will gain knowledge and instruction on playing techniques, theory and music reading while playing together to compose music.. It will also help students learn songs, perform, compose, and record.

### #3. "Revamping the Apartment to Encourage Independent Living"

School: South Campus

Teachers: Paige Pinnow

This request is for special needs students to teach daily living skills. The apartment is in need of upgrades and remodeling. The request is to purchase new flooring, a refrigerator and washer and dryer. Our recommendation is that the school district building maintenance funds should help to cover the flooring. We are suggesting that the WBLAEF will fund a refrigerator, and washer and dryer.

#### **#4. "Vinyl Cutter"**

School: Sunrise Park Middle School

Teacher: Philip Sundblad

Philip would like to purchase a Vinyl Cutting Machine for the Design Lab. Students would be able to use this machine to produce a two dimensional project and print it afterwards. All 6th and 7th graders will be able to use this machine. Although the grant requests \$3,979, the maximum allowed by the Brosious Grant is \$3,000.

#### **#5. "Lakeaires Popcorn Stand"**

School: Lakeaires Elementary

Teachers: Amy Van Akkeren, Cassandra Krenz

The Special Education Tier 2 program at Lakeaires Elementary will create and run a popcorn stand for students to learn mathematics, life/adaptive and community service skills. This grant will buy the necessary supplies to make this a reality, including the purchase of popcorn maker, popcorn, salt, etc.

#### **#6 "Partnering with Families to Create a Multilingual Alphabet Books"**

School: Normandy Park

Teachers: Ann Zettel

Creation of multilingual books will take place in the Family Literacy class. Photo books will be created so that young learners can see themselves in the books and parents can read the books to their children. The opportunity to feature the children from class, put into print words from all the languages spoken by the families, and the opportunity to create a picture book that will provide some practice with beginning vocabulary words will create a unique alphabet book. This grant will defray the costs from Shutterfly to make soft cover photo alphabet books.

#### **#7 "Future Ready Media Center Spaces"**

School: Central Middle School

Teacher: Abby Willemsen

This project is designed to enhance the learning experience of the students by providing them with an inspiring setting and expanding range of opportunities in the Media Center as White Bear Lake Area Schools transition to a system that ensures students are the primary agent in their learning. The request is to purchase flip top nesting tables, orange sled base stack chairs, and overstuffed bean bag chairs.

## #8 “ Touchscreens for T+”

School: Transition Education Center

Teachers: Jessie Prissel

This request is for 8 touchscreen Chromebooks. Transition Plus students with more complex and limiting disabilities, have academic, interpersonal, physical, and communication challenges. Being able to learn through touch screen technology will ensure students are able to design and create their own future and engage in interactive instruction. Currently there is not a 1:1 initiative in the building and most of the computers are not touchscreen.

## #9. “School Grounds Coffee Shop”

School: White Bear Lake High School - South Campus

Teachers: Kelly Knutson

School Grounds is a solution to a problem. Students defined that they do not have the ability to influence how their educational funding is invested in their learning. They are unable to pursue their passions and ideas in educational settings, and they cannot control the time, place, content or the process of their learning. The objectives of School Grounds are twofold: to leverage real-world experiences that develop the skills required for all students to build their future and to provide the means for students to create and fund their future learning experiences. Besides working with local architects, contractors and plumbers, students will design and run a coffee shop.

The Brosious Grant will be used to fund appliances; a coffee grinder and a coffee brewer.

## #10. “Document Cameras for Reading and Writing Workshops”

School: Central Middle School

Teachers: Erin Tarnowski, Katie Nohr, amber Rustand, Karin Hogen

Language Arts Teachers at Central are teaching the Reading and Writing Workshop curriculum from Columbia University. In order to demonstrate reading and writing strategies and to invite students to think alongside the teachers, document cameras are needed so that students can see the teacher working in their reading and writing notebook on the television screens. One of the primary purposes is to work with students in real-time rather than showing students a presentation. The utilization of document cameras will impact almost 1,000 students. This request is to purchase 5 document cameras.

AGENDA ITEM: Tentative Agreement – 2019-21 Contract  
SEIU Local Unit #284 - Paraeducators

MEETING DATE: November 11, 2019

SUGGESTED DISPOSITION: Operational Item

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

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**BACKGROUND:**

The District has reached a tentative agreement with SEIU Local Unit #284 Paraeducators. The unit ratified the tentative agreement on 10/30/2019 for 2019-20 and 2020-21.

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

Matthew Mons and Tim Wald will be available to answer questions.

**RECOMMENDATION:**

Approve the proposed 2019-2021 Master Agreement with the SEIU Local Unit #284 Paraeducators by passing the following resolution.

**RESOLUTION:**

WHEREAS, the parties have reached a tentative agreement on the July 1, 2019 - June 30, 2021 Contract;

WHEREAS, the Paraeducators have ratified the Contract;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2019 – 2021 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board.

AGENDA ITEM: Tentative Agreement – 2019-21 Contract  
SEIU Local Unit #284 - Secretarial and Clerical Employees

MEETING DATE: November 11, 2019

SUGGESTED DISPOSITION: Operational Item

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

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**BACKGROUND:**

The District has reached a tentative agreement with SEIU Local Unit #284 Secretarial and Clerical Employees. The unit ratified the tentative agreement on 11/7/2019 for 2019-20 and 2020-21.

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

Matthew Mons and Tim Wald will be available to answer questions.

**RECOMMENDATION:**

Approve the proposed 2019-2021 Master Agreement with the SEIU Local Unit #284 Secretarial and Clerical Employees by passing the following resolution.

**RESOLUTION:**

WHEREAS, the parties have reached a tentative agreement on the July 1, 2019 - June 30, 2021 Contract;

WHEREAS, the Secretarial and Clerical Employees have ratified the Contract;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2019 – 2021 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board.

AGENDA ITEM: Tentative Contract for 2019-21 Fiscal Year With  
Non-Affiliated and Administrative Employees

MEETING DATE: November 11, 2019

SUGGESTED DISPOSITION: Operational Item

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

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**BACKGROUND:**

The District has completed an external market and internal equity survey for non-affiliated and administrative employees.

Matthew Mons and Tim Wald will be available to answer questions.

**RECOMMENDATION:**

Approve the proposed salaries and benefit contributions for non-affiliated and administrative employees for the 2019-2021 fiscal years.

**RESOLUTION:**

WHEREAS, the parties have reached recommended salary values and insurance contributions;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2019 – 2021 salaries and insurance contributions.

AGENDA ITEM: Tentative Contract for 2019-21 Fiscal Year With  
White Bear Lake Principals' Association

MEETING DATE: November 11, 2019

SUGGESTED DISPOSITION: Operational Item

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

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**BACKGROUND:**

The District has reached a tentative agreement with the White Bear Lake Principals' Association. The unit ratified the tentative agreement on 11/4/2019.

Matthew Mons and Tim Wald will be available to answer questions.

**RECOMMENDATION:**

Approve the proposed 2019-2021 Master Agreement with the White Bear Lake Principals' Association by passing the following resolution.

**RESOLUTION:**

WHEREAS, the White Bear Lake Principals' Association members have ratified the Contract;

THEN BE IT HEREBY RESOLVED that the School Board of Independent School District 624 approves the 2019 – 2021 Agreement and authorizes the Chair and Clerk to execute the Agreement on behalf of the School Board.

AGENDA ITEM: **Policy 601, School District Curriculum and Instruction Goals**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

School Board Policy 601, School District Curriculum and Instruction Goals, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in November, and is being recommended for a second reading. Changes were made to the following sections: Purpose; General Statement of Policy; Definitions; and Long-Term Strategic Plan.

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Graduation Standards and federal law and are in alignment with the District mission statement and to support the World's Best Workforce.

**RECOMMENDED ACTION:**

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

*Adopted: May 26, 1998*  
*Revised: June 11, 2001*  
*Revised: October 11, 2010*  
*Revised: June 13, 2016*

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

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

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

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Graduation Academic Standards and federal law and are the Federal Every Student Succeeds Act (ESSA) in alignment in alignment with the District mission statement and to support the World's Best Workforce, in which all learning in the school district should be directed and for which all school district learners should be held accountable.

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

The policy of the school district is to deliver on our mission and support the "World's Best Workforce" in which all learning in the school district should be directed and for which all school district learners should be held accountable.

### **III. DEFINITIONS**

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Benchmark" means specific knowledge or skill(s) that a student must master to complete part or all of an academic standard by the end of the grade level or grade band.
- C. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to the expected knowledge, and skills, and career and college readiness. ~~necessary to be successful in college and career.~~
- D. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements.
- E. "Performance measures" are measures to determine school district, school site, and student progress in striving to create the world's best workforce and must include at least the following:
  - 1. Student performance on the National Assessment of Educational Progress where applicable;
  - 2. The size of the academic achievement gap and rigorous course taking, the ~~percentage of students taking rigorous and~~, including college-level advanced placement, ~~international baccalaureate~~, postsecondary enrollment options including concurrent enrollment, other statutorily recognized courses of study or industry certification courses or programs and enrichment experiences by student subgroup;

3. Student performance on the Minnesota Comprehensive Assessments;
  4. High school graduation rates; and
  5. Career and college readiness under Minn. Stat. § 120B.30, Subd. 1.
- F. “World’s Best Workforce” means striving to: meet school readiness goals; have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.
- G. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

#### IV. LONG-TERM STRATEGIC PLAN

- A. The School Board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:
1. Clearly defined school district and school site goals and benchmarks for instruction and student achievement for all ~~nine~~ student categories identified in state and federal law; ~~under the Every Student Succeeds Act (ESSA) and student gender categories of male and female;~~
  2. ~~Process for assessing and evaluating each student’s progress toward meeting state and local academic standards for identifying the strengths and weaknesses of instruction in pursuit of student and school success, for identifying curriculum affecting students’ progress and growth toward career and college readiness in alignment with the world’s best workforce;~~  
A process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and accelerate their instruction, adopt procedures for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to underrepresented groups, and identify the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to the world’s best workforce;
  3. ~~A process to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5;~~  
A system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student

outcomes, principal evaluations under Minn. Stat. § 123B.147, Subd. 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minn. Stat. § 120B.35, Subd. 3(b)(2), and teacher evaluations under Minn. Stat. § 122A.40, Subd. 8, or 122A.41, Subd. 5;

4. Strategies for improving instruction, curriculum, and student achievement, the academic achievement of English Learners, and where practicable, the native language development and the academic achievement of English learners;
  5. A process to examine the equitable distribution of teachers and strategies to ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
  6. Education effectiveness practices that integrate high-quality instruction, rigorous curriculum, technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and;
  7. An annual budget for continuing to implement the school district plan.
- B. School district site and school site goals shall include the following: ~~strategies that will demonstrate progress towards the broad goals of “world’s best workforce” legislation.~~
1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.\* These skills include the following:  
[\*Note: The criteria for acceptable performance in basic skills areas may need to be modified for students with unique learning needs. These modifications will be reflected in the Individualized Education Program (IEP) or Rehabilitation Act Section 504 Accommodation plan.]
    - a. reading, writing, speaking, listening, and viewing in the English language;
    - b. mathematical and scientific concepts;
    - c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);
    - d. creative and critical thinking, decision making, and study skills;
    - e. work readiness skills;
    - f. global and cultural understanding.
  2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:
    - a. live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;
    - b. bring many perspectives, including historical, to contemporary issues;
    - c. develop an appreciation and respect for democratic institutions;
    - d. communicate and relate effectively in languages and with cultures other than the student’s own;
    - e. practice stewardship of the land, natural resources, and environment;
    - f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.

3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.
4. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:
  - a. establishing and achieving personal and career goals;
  - b. adapting to change;
  - c. leading a healthy and fulfilling life, both physically and mentally;
  - d. living a life that will contribute to the well-being of society;
  - e. becoming a self-directed learner; 601-5
  - f. exercising ethical behavior.
5. Students will be given the opportunity to acquire human relations skills necessary to:
  - a. appreciate, understand, and accept human diversity and interdependence;
  - b. address human problems through team effort;
  - c. resolve conflicts with and among others;
  - d. function constructively within a family unit;
  - e. promote a multicultural, gender-fair, disability-sensitive society.

C. Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.

1. The school district shall identify, before the end of kindergarten, grade 1, and grade 2, students who are not reading at grade level before the end of the current school year and shall identify students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment.
2. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:
  - a. the student's reading proficiency as measured by a locally adopted assessment;
  - b. reading-related services currently being provided to the student and the

student's progress; and

c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages. This provision may not be used to deny a student's right to a special education evaluation.

3. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.
4. The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.

**Legal References:** Minn. Stat. § 120B.018 (Definitions)  
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)  
Minn. Stat. § 120B.011 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)  
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)  
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)  
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123B.147, Subd. 3 (Principals)  
20 U.S.C. § 5801, *et seq.* (National Education Goals 2000)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act – ESSA, formerly No Child Left Behind Act)

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

WBLASB Policy 615 (Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Plan and LEP Students)

WBLASB Policy 616 (School District System Accountability)

WBLASP Policy 618 (Assessment of Student Achievement)

AGENDA ITEM: **Policy 603, Curriculum Development**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

School Board Policy 603, Curriculum Development, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in October, and is being recommended for a second reading. Changes were made in section III. Responsibility and Legal References.

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

**RECOMMENDED ACTION:**

Approve School Board Policy 603, Curriculum Development, as recommended by the School Board Policy Committee and Cabinet.

*Adopted: October 27, 1997*  
*Revised: June 11, 2001*  
*Revised: December 14, 2009*  
*Revised: January 10, 2011*  
*Revised: February 13, 2012*  
*Revised: March 11, 2013*  
*Revised: February 10, 2014*

## **603 CURRICULUM DEVELOPMENT**

### **I. PURPOSE**

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

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

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

### **III. RESPONSIBILITY**

- A. The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.
- B. A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its learning sites, and shall have parent/guardian, teacher, support staff, student, community resident, and administration representation.
- C. Within the ongoing process of curriculum development, the following needs shall be addressed:
  - 1. Provide for articulation of courses of study from Kindergarten through grade twelve.
  - 2. Identify objectives for each course and at each elementary grade level.
  - 3. Provide for continuing evaluation of programs for the purpose of attaining the school district mission.

4. Provide a program for ongoing monitoring of student achievement and progress.
  5. Provide for specific, particular, and special needs of all members of the student community.
  6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with statute.
  7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
  8. Meet all requirements of the Minnesota Department of Education and ~~the No Child Left Behind Act~~ federal law.
- D. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minn. Stat. § 120A.20, Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.
- D.E. The superintendent shall be responsible for keeping the School Board informed of all state-mandated curriculum changes, as well as recommended discretionary changes and for periodically presenting recommended modifications for School Board review and approval.
- E.F. The superintendent shall have discretionary authority to develop guidelines and directives to implement School Board policy relating to curriculum development.

***Legal References:***

Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)

Minn. Stat. § 120B.11 (School District Process)

Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)

Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment)

Minn. Rule 3500.0550 (Inclusive Educational Program)

Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)

Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics) 603-3

Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science) Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)

Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development) Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies) Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education) 20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

***Cross References:***

WBLASB Policy 604 (Instructional Curriculum)  
WBLASB Policy 605 (Alternative Programs)  
WBLASB Policy 613 (Graduation Requirements)  
WBLASB Policy 614 (School District Testing Plan and Procedure)  
WBLASB Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plan, and LEP Students)  
WBLASB Policy 616 (School District System Accountability)  
WBLASB Policy 618 (Assessment of Student Achievement)  
WBLASB Policy 619 (Staff Development for Standards)  
WBLASB Policy 620 (Credit for Learning)

AGENDA ITEM: **Policy 613, Graduation Requirements**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

School Board Policy 613, Graduation Requirements, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in October, and is being recommended for a second reading. Changes were made in section III. General Statement of Policy; III. Definitions; IV. District Assessment Coordinator; V. Graduation Requirements; VI. Graduation Credit Requirements; VII. Graduation Standards Requirements; VIII. Early Graduation; and Legal References.

The purpose of this policy is to set forth requirements for graduation from the school district.

**RECOMMENDED ACTION:**

Approve School Board Policy 613, Graduation Requirements, as recommended by the School Board Policy Committee and Cabinet.

*Adopted: September 8, 1997*  
*Revised: June 11, 2002*  
*Revised: July 18, 2005*  
*Revised: November 8, 2007*  
*Revised: December 14, 2009*  
*Revised: April 11, 2011*  
*Revised: February 13, 2012*

*White Bear Lake Area  
School District #624 Policy 613*

## **613 GRADUATION REQUIREMENTS**

### **I. PURPOSE**

The purpose of this policy is to set forth requirements for graduation from the school district.

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

~~The policy of the school district is that all students must satisfactorily complete, as determined by the school district, all course credit requirements, all state academic standards, or local standards where state standards do not apply, and successfully pass graduation examinations, as required, in order to graduate.~~

The policy of the school district is that all students entering grade 8 in the 2012-2013 school year and later, must demonstrate, as determined by the school district, their satisfactory completion of the credit requirements and their understanding of academic standards. The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

### **III. DEFINITIONS**

A. ~~“Course credit” is equivalent to a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.~~

B. ~~“English Language Learners” or “ELL” students means individuals whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.~~

C. ~~“GRAD” means the graduation required assessment for diploma that measures the reading, writing, and mathematics proficiency of high school students.~~

D. ~~“Individualized Education Plan,” or “IEP,” means a written statement developed for a student eligible by law for special education and services.~~

E. ~~“Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.~~

- A. “Academic standard” means: (1) a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, or the arts, or (2) a locally adopted expectation for student learning in health, the arts, career and technical education, or world languages.
- B. “Credit” means a student’s successful completion of an academic year of study or a student’s mastery of the applicable subject matter, as determined by the school district.
- C. “English language learners” or “ELL” student means an individual whose first language is not English and whose test performance may be negatively impacted 613-2 by lack of English language proficiency.
- D. “GRAD” means the graduation-required assessment for diploma that measures the reading, writing, and mathematics proficiency of high school students.
- E. “Individualized Education Program” or “IEP” means a written statement developed for a student eligible by law for special education and services.
- F. “Section 504 Accommodation” means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

#### IV. ~~TEST ADMINISTRATOR DISTRICT ASSESSMENT COORDINATOR~~

Superintendent or designee shall be named the school district test coordinator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

#### V. GRADUATION REQUIREMENTS

- ~~A. All students must pass the Minnesota State assessments in reading, mathematics, and written composition as per Minnesota State requirements in order to graduate. Students who have not successfully passed a basic skills test by the end of the 2011-2012 school year must pass the GRAD as set forth in Section V.B. and V.C.~~
- ~~B. For students enrolled in grade 8 in the 2005-2006 school year and later, only the following options shall fulfill students’ state graduation test requirements:~~
- ~~1. for reading and mathematics:~~
    - ~~a. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the Minnesota comprehensive assessments in grade 10 for reading and grade 11 for mathematics or achieving a passing score as determined through a standard setting process on the GRAD in~~

~~grade 10 for reading and grade 11 for mathematics or subsequent retests;~~

~~b. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in reading and the mathematics test for English language learners or the GRAD equivalent of those assessments for students designated as English language learners;~~

~~c. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan;~~

~~d. obtaining an achievement level equivalent to or greater than proficient as determined through a standard setting process on the state-identified alternate assessment or assessments in grade 10 for reading and grade 11 for mathematics for students with an IEP; or~~

~~e. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP; and~~

~~2. for writing:~~

~~a. achieving a passing score on the GRAD;~~

~~b. achieving a passing score as determined through a standard setting process on the state-identified language proficiency test in writing for students designated as English language learners;~~

~~c. achieving an individual passing score on the GRAD as determined by appropriate state guidelines for students with an IEP or 504 plan; or~~

~~d. achieving an individual passing score on the state-identified alternate assessment or assessments as determined by appropriate state guidelines for students with an IEP.~~

~~C. For students enrolled in grade 8 in any school year from the 2005-2006 school year to the 2009-2010 school year who do not pass the mathematics GRAD under Section V.B.1., above, are eligible to receive a high school diploma with a passing state notation if they:~~

~~1. complete with a passing score or grade all state and local coursework and credits required for graduation by the school board granting the students their diploma;~~

- ~~2. participate in district-prescribed academic remediation in mathematics; and~~
- ~~3. fully participate in at least two retests of the mathematics GRAD test or until they pass the mathematics GRAD test, whichever comes first.~~

~~[Note: Section V.C. applies to the 2009-2010 through 2013-2014 school years only.]~~

- ~~D. All students must satisfactorily complete an appropriate number of credits as approved by the School Board and identified in the White Bear Lake Area Schools Registration Guide or have met the requirements of an IEP or 504 plan.~~

For students enrolled in grade 8, students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

A. Achievement and career and college readiness tests in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the:

1. monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and
2. determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and

B. Consistent with this paragraph and Minn. Stat. § 120B.125 (see Policy 604, Section II.H.), age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.

C. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

D. Students meeting the state graduation requirements under this section must receive targeted, relevant, academically rigorous, and resourced instruction which

may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

E.. Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school.

F. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

## **VI. STUDENTS IN UNIQUE SITUATIONS**

In order to graduate from the school district, all students must fulfill the graduation test requirements in reading, mathematics, and writing established by Minn. Stat. §§ 120B.02 and 120B.30 as set forth in Sections V.A., V.B., and V.C., above, with the following exceptions:

A. ELL students are required to pass the GRAD only if they have been enrolled in any Minnesota school for at least four consecutive years. An ELL student who first enrolls in a Minnesota school in grade 9 or above and who completes the coursework and any other state and district requirements to graduate within a four-year period is not required to pass the GRAD;

B. Shared time students are not required to pass the GRAD unless they intend to graduate from the school district.

C. Students who have transferred from another state will not be required to pass the GRAD if they passed graduation examinations in other states with examinations acceptable to MDE.

D. Students with IEPs or 504 accommodation plans will be tested and required to pass the GRAD as specified in the students' IEPs or 504 accommodation plans.

## **VI. GRADUATION CREDIT REQUIREMENTS**

Students beginning 8th grade must successfully complete, as determined by the school district, the following high school level credits for graduation:

A. Four credits of language arts sufficient to satisfy all academic standards in English language arts;

B. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics.

- C. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
- D. Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
- E. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
- F. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts; and
- G. A minimum of seven elective credits.
- H. Credit equivalencies
1. A one-half credit of economics taught in a school's agriculture education or business department may fulfill a one-half credit in social studies under Paragraph E., above, if the credit is sufficient to satisfy all of the academic standards in economics.
  2. An agriculture science or career and technical education credit may fulfill the elective science credit required under Paragraph D., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph D., above, if the credit meets the state chemistry or physics academic standards as approved by the school district. A student must satisfy either all of the chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph D., above.
  3. A career and technical education credit may fulfill a mathematics or arts credit requirement under Paragraph B. or Paragraph F., above.
  4. A computer science credit may fulfill a mathematics credit requirement under Paragraph B., above, if the credit meets state academic standards in mathematics.
  5. A Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph B. or Paragraph D., above, if the credit meets the state academic standards in mathematics or science.

## **VII. GRADUATION STANDARDS REQUIREMENTS**

A. All students must demonstrate their understanding of the following academic standards:

1. School District Standards, Health (K-12);

2. School District Standards, Career and Technical Education (K-12); and

3. School District Standards, World Languages (K-12).

B. Academic standards in health, world languages, and career and technical education will be reviewed on an annual basis.\* A school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. \* Reviews are required to be conducted on a periodic basis. Therefore, this time period may be changed to accommodate individual school district needs.

C. All students must satisfactorily complete the following required Graduation Standards in accordance with the standards developed by the Minnesota Department of Education (MDE):

1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12;

3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and

5. Minnesota Academic Standards, Physical Education K-12.

D. State standards in the Arts K-12 are available, or school districts may choose to develop their own standards.

E. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

## **VIII. EARLY GRADUATION**

Students may be considered for early graduation, as provided for within Minnesota Statutes, Section 120B.07 upon meeting the following conditions:

A. All course, standards, and credit requirements must be met;

- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

## **VIII. NOTICE**

~~Within 30 working days of a student's entry into grade 9 or transfer into the district during or after grade 9, the school district will notify students and their parents of the school district's graduation requirements and the grade in which the student will have the first opportunity to take a GRAD. The school district also will provide written notice of the GRAD results to parents and the student no later than 60 days after the school district receives the results and will provide written notice of the basic requirements test results no later than 90 days after the school district receives the results. The school district also will provide notice of remediation and/or additional testing opportunities and/or accommodations.~~

- Legal References:**
- Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
  - Minn. Stat. § 120B.018 (Definitions)
  - Minn. Stat. § 120B.021 (Required Academic Standards)
  - Minn. Stat. § 120B.023 (Benchmarks)
  - Minn. Stat. § 120B.024 (Graduation Requirements; Course Credits)
  - Minn. Stat. § 120B.07 (Early Graduation)
  - Minn. Stat. § 120B.11 (School District Process)
  - Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Involuntary Career Tracking Prohibited)
  - Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
  - Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
  - Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
  - Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
  - Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
  - ~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~
  - Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
  - Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)**
  - 20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

***Cross References:***

WBLASB Policy 104 (School District Mission Statement)  
WBLASB Policy 601 (School District Curriculum and Instruction Goals)  
WBLASB Policy 614 (School District Testing Plan and Procedure)  
WBLASB Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
WBLASB Policy 616 (School District System Accountability)  
White Bear Lake Area High School Registration Guide

AGENDA ITEM: **Policy 618, Assessment of Student Achievement**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

School Board Policy 618, Assessment of Student Achievement, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in October, and is being recommended for a second reading. Changes were made in section I Purpose; II General Statement of Policy; III Definitions; IV Establishment of Criteria for Assessment; V Standards for Minnesota Academic Standards Performance Assessment; VII Career Exploration Assessment and Legal Reference.

The purpose of this policy is to institute a process for the establishment and revision of assessments to measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

**RECOMMENDED ACTION:**

Approve School Board Policy 618, Assessment of Student Achievement, as recommended by the School Board Policy Committee and Cabinet.

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

*White Bear Lake  
School District #624 Policy 618*

## **618 ASSESSMENT OF STUDENT ACHIEVEMENT**

### **I. PURPOSE**

The purpose of this policy is to institute a process for the establishment and revision of assessments to be used to determine how well students have achieved the Minnesota Academic Standards. measure achievement toward meeting the Minnesota Academic Standards, track academic progress over time, and provide Minnesota graduates information related to career and college readiness.

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

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

### **III. DEFINITIONS**

- A. “Above-grade level” test items contain subject area content that is above the grade level of the student taking the assessment and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards above the grade level of the student taking the assessment. ~~with content represented in state academic standards above the grade level of the student taking the assessment.~~ Notwithstanding the student’s grade level, administering above-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.
- B. “Academic standard” means a summary description of student learning in a required content area or elective content area.
- C. “Below-grade level” test items contain subject area content that is below the grade level of the student taking the test and is considered aligned with state academic standards to the extent it is aligned with content represented in state academic standards below the student’s current grade level. ~~content represented in state academic standards below the student’s current grade level.~~ Notwithstanding the

student's grade level, administering below-grade level test items to a student does not violate the requirement that state assessments must be aligned with state standards.

- D. "Benchmark" means the specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- E. "Career and college ready," for purposes of statewide accountability, means a high school graduate has the knowledge, skills, and competencies to successfully pursue a career pathway, including postsecondary credit leading to a degree, diploma, certificate, or industry-recognized credential and employment. Students who are career and college ready are able to successfully complete credit-bearing coursework at a two- or four-year college or university or other credit-bearing postsecondary program without need for remediation.
- F. "Computer-adaptive assessments" means fully adaptive assessments. ~~computer-based tests that adapt, during the test administration, to the examinee's ability level.~~
- G. "Cultural competence," for purposes of statewide accountability, means the ability and will to interact effectively with people of different cultures, native languages, and ~~whose primary language is different than one's own, and/or who are from different socioeconomic backgrounds.~~
- H. "Elective standards" means a locally adopted expectation for student learning in career and technical education and world languages.
- I. "Experiential learning" means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, or other cooperative work experience, youth apprenticeship, or employment.
- J. "Fully adaptive assessments" ~~feature~~ include on-grade level test items and items that may be above or below a student's grade level.
- K. "On-grade level" test items contain subject area content that is aligned to state academic standards for the grade level of the student taking the assessment.
- L. "Required standard" means a statewide adopted expectation for student learning in the content areas of English language arts, mathematics, science, social studies, physical education, and the arts, or a locally adopted expectation for student learning in health or the arts.

#### IV. ESTABLISHMENT OF CRITERIA FOR ASSESSMENT

- A. The Assessment Coordinator shall establish criteria by which student performance of ~~the Minnesota K-12 Academic Standards~~ local academic standards and elective standards are to be evaluated and approved. The criteria will be submitted to the School Board for approval. Upon approval by the School Board, the criteria shall be deemed part of this policy.
- B. The Superintendent shall ensure that students and parents or guardians are provided with notice of the process or processes by which ~~the Minnesota K-12 Academic Standards~~ academic standards will be assessed.
- C. Staff members will be expected to utilize staff development opportunities to the extent necessary to ensure effective implementation and continued improvement of the assessments under the Minnesota ~~K-12~~ Academic Standards.

#### V. STANDARDS FOR MINNESOTA ACADEMIC STANDARDS PERFORMANCE ASSESSMENTS

##### A. Benchmarks

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

##### B. Statewide Academic Standards Testing

- 1. The school district will utilize state constructed tests developed from and aligned with the state's required academic standards as these tests become available to evaluate student progress toward career and college readiness in the context of the state's academic standards
- 2. The school district will administer annually, in accordance with the process determined by the MDE Minnesota Department of Education, the state-constructed tests aligned with state standards to all students in grades 3 through 8 and at the high school level as follows:
  - a. ~~annual reading language arts and mathematics assessments in grades three through eight and at the high school level;~~

- b. ~~annual science assessments in one grade in the grades three through five span, the grades six through eight span, and a life science assessment in the grades nine through twelve span.~~
- a. computer-adaptive reading and mathematics assessments in grades 3 through 8;
- b. high school reading in grade 10, and mathematics in grade 11, and a high school writing test, when it becomes available; and
- c. science assessments in one grade in the grades 3 through 5 span, the grades 6 through 8 span, and a life science assessment in the grades 9 through 12 span (a passing score on high school science assessments is not a condition of receiving a diploma).
3. The school district will develop and administer locally constructed assessments in social studies, health and physical education, and the arts to determine if a student has met the required academic standards in these areas.
4. ~~Students for whom the statewide or locally constructed tests are inappropriate, as determined by the student's individualized education program team, or students with limited English proficiency, shall be exempt from the tests or provided appropriate, technically sound accommodations or alternate assessments for statewide and local testing with the approval of the student's parent or guardian.~~
54. The school district may use a student's performance on a statewide assessment as one of the multiple criteria to determine grade promotion or retention. The school district also may use a high school student's performance on a statewide assessment as a percentage of the student's final grade in a course, or place a student's assessment score on the student's transcript.
65. For students in grade eight in the 2012-2013 school year and later, the school district must record on the high school transcript a student's progress toward career and college readiness. ~~For other students, this record of progress must be made as soon as practicable.~~ In addition, the school district may include a notation of high achievement on the high school diplomas of those graduating seniors who, according to established School Board criteria, demonstrate exemplary academic achievement during high school.

6. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments administered in high school, must be informed that admission to a public school is free and available to any resident under 21 years of age. The school district will determine how this notice is given.

C. Student Participation

1. The Commissioner of Education must create and publish a form for parents and guardians that:
  - a. explains the need for state academic standards;
  - b. identifies the state assessments that are aligned with state standards;
  - c. identifies the consequences, if any, the school or student may face if a student does not participate in state or locally required standardized assessments;
  - d. states that students who receive a college ready benchmark on the high school Minnesota Comprehensive Assessment are not required to take a remedial, noncredit course at a Minnesota state college or university in the corresponding subject area;
  - e. summarizes the provisions in Minn. Stat. § 120B.301(a) and (c); and
  - f. notifies a parent of the right to not have the parent's child participate in the state and locally required assessments and asks a parent that chooses to not have a child participate in the assessments the basis for the decision.
2. The school district must post the form created by the Commissioner on the school district website and include it in the school district's student handbook.

Ð-VI Rigorous Course of Study Waiver

- A. Upon receiving a student's application signed by the student's parent or guardian, the school district must declare that a student meets or exceeds a specific academic standard required for graduation if the School Board determines that the student:
  1. is participating in a course of study, including an advanced placement or international baccalaureate course or program; a learning opportunity outside the curriculum of the school district; or an approved preparatory program for employment or postsecondary education that is equally or more rigorous than the corresponding state or local academic standard required by the school district;

2. would be precluded from participating in the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program if the student were required to achieve the academic standard to be waived; and
  3. satisfactorily completes the requirements for the rigorous course of study, learning opportunity, or preparatory employment or postsecondary education program.
- B. The School Board also may formally determine other circumstances in which to declare that a student meets or exceeds a specific academic standard that the site requires for graduation under this section.
- C. A student who satisfactorily completes a postsecondary enrollment options course or program or an Advanced Placement or College in the Schools course is not required to complete other requirements of the academic standards corresponding to that specific rigorous course of study.

## **VII. CAREER EXPLORATION ASSESSMENT**

- A. Student assessments, in alignment with state academic standards, shall include clearly defined career and college readiness benchmarks and satisfy Minnesota's postsecondary admissions requirements. Achievement and career and college readiness in mathematics, reading, and writing must also be assessed. When administering formative or summative assessments used to measure the academic progress, including the oral academic development, of English learners and inform their instruction, schools must ensure that the assessments are accessible to the students and students have the modifications and supports they need to sufficiently understand the assessments.
- B. On an annual basis, the school district must use career exploration assessments, beginning no later than grade nine, to help students and their families explore and plan for postsecondary education or careers based on the students' interests, aptitudes, and aspirations. The school district must use timely regional labor market information and partnerships, among other resources, to help students and their families successfully develop, pursue, review, and revise an individualized plan for postsecondary education or a career. This process must help increase students' engagement in and connection to school, improve students' knowledge and skills, and deepen students' understanding of career pathways as a sequence of academic and career courses that lead to an industry-recognized credential, an associate's degree, or a bachelor's degree and are available to all students, whatever their interests and career goals.

- C. ~~Though not a high school graduation requirement, All students, except those eligible for alternative assessments, will be encouraged to participate in a nationally recognized college entrance exam. With funding provided by the state, the district shall pay the cost, one time, for an interested student in grade~~ in grade 11 or 12. A student under this paragraph who demonstrates attainment of required state academic standards on these assessments, which include career and college readiness benchmarks, is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.

To the extent state funding for college entrance exam fees is available, the school district will pay the cost, one time, for an interested student in grade 11 or 12, who is eligible for a free or reduced-priced meal, to take a nationally recognized college entrance exam before graduating. The school district may require a student who is not eligible for a free or reduced-priced meal to pay the cost of taking a nationally recognized college entrance exam. The school district will waive the cost for a student who is unable to pay

~~to take a nationally recognized college entrance exam before graduating. A student must be able to take the exam under this paragraph at the student's high school during the school day or at any site available to students in the district. A student who demonstrates attainment of required state academic standards, which include career and college readiness benchmarks, on high school assessments under subdivision 1a is academically ready for a career or college and is encouraged to participate in courses awarding college credit to high school students. Such courses and programs may include sequential courses of study within broad career areas and technical skill assessments that extend beyond course grades.~~

- € D. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.
- ⊘ E. In developing, supporting, and improving students' academic readiness for a career or college, the school district must have a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without need for postsecondary remediation.

**Legal Reference:** Minn. Stat. § 120B.018 (Definitions)

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.022 (Elective Standards)  
Minn. Stat. § 120B.023 (Benchmarks)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
Minn. Stat. § 120B.31 (System Accountability and Statistical Adjustments)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies) Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education) 20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

***Cross References:*** WBLASB Policy 104 (School District Mission Statement)  
WBLASB Policy 601 (School District Curriculum and Instruction Goals)  
WBLASB Policy 613 (Graduation Requirements)  
WBLASB Policy 614 (School District Testing Plan and Procedure)  
WBLASB Policy 615 (Testing Accommodations, Modifications, And Exemptions for IEPs, Section 504 Plans and LEP Students)  
WBLASB Policy 616 (School District System Accountability)

AGENDA ITEM: **Policy 619, Staff Development for Standards**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

School Board Policy 618, Assessment of Student Achievement, was reviewed by the School Board Policy Committee and Cabinet, had a first reading in October, and is being recommended for a second reading. Changes were made in section I Purpose; II General Statement of Policy; III Standards for Staff Development; IV Training and Professional Development; and Legal References.

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Minnesota Graduation Assessment Requirements and with students as they progress to achievement of those Minnesota Graduation Assessment Requirements and meet the requirements of federal law.

**RECOMMENDED ACTION:**

Approve School Board Policy 619, Staff Development for Standards, as recommended by the School Board Policy Committee and Cabinet.

*Adopted: May 26, 1998*  
*Revised: June 11, 2001*  
*Revised: May 9, 2005*  
*Revised: January 11, 2010*  
*Revised: April 9, 2012*

*White Bear Lake  
School District #624 Policy 619*

## **619 STAFF DEVELOPMENT FOR STANDARDS**

### **I. PURPOSE**

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Minnesota ~~Academic Standards~~ Graduation Assessment Requirements and with students as they progress to achievement of those Minnesota Graduation Assessment Requirements ~~Academic Standards~~ and meet the requirements of the ~~No Child Left Behind Act~~ federal law.

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

The school district is committed to developing staff policies and processes for continuous improvement of curriculum, instruction and assessment to ensure effective implementation of the Minnesota Academic Standards and ~~the No Child Left Behind Act~~ federal law at all levels.

### **III. STANDARDS FOR STAFF DEVELOPMENT**

- A. The District's Staff Development Committee, using input from building principals and the Teaching and Learning team, shall address the needs of all staff in prioritizing staff development which will ensure effective implementation of the ~~Minnesota Academic Standards~~ Graduation Assessment Requirements and ~~the No Child Left Behind Act~~ federal law at all levels. The School Board will be advised on the planning of staff development opportunities.
- B. The school district shall place a high priority on staff development including activities, programs, and other efforts to implement the ~~Minnesota Academic Standards~~ Graduation Assessment Requirements effectively and to upgrade that implementation continuously.
- C. Staff development plans for the school district shall address identified needs for ~~Minnesota Academic Standards~~ Graduation Assessment Requirements implementation throughout all levels of the school district programs.
- D. In service, staff meeting, and district and building level staff development plans and programs shall focus on improving implementation of the ~~Minnesota Academic Standards~~ Graduation Assessment Requirements at all levels for all students, including those with special needs.

#### IV. TRAINING AND PROFESSIONAL DEVELOPMENT

- A. Paraprofessionals. The school district will provide each paraprofessional who assists a licensed teacher in providing student instruction with initial training. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles and responsibilities, and building orientation. Training will be provided within the first 60 days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special education students, the school district will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student according to the student's disability and how the disability affects the student's education and behavior; following lesson plans; and implementing follow-up instructional procedures and activities.

B. Teacher/Administrators

1. The school district will provide high quality and ongoing professional development activities as required by state and federal laws.
2. ~~The school district will assign an administrator to serve as a highly objective uniform state standard or evaluation ("HOUSSE") reviewer. The administrator shall meet with teachers and, where appropriate, certify the teacher's application for highly qualified status.~~

***Legal References:***

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)  
Minn. Stat. § 122A.16 (Qualified Teacher Defined)  
Minn. Stat. § 122A.60 (Staff Development Program)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)  
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, *et seq.* (~~No Child Left Behind Act~~ Every Student Succeeds Act)

***Cross References:***

WBLASB Policy 601 (School District Curriculum and Instruction Goals)

WBLASB Policy 613 (Graduation Requirements)

WBLASB Policy 616 (School District System Accountability)

AGENDA ITEM: **Action on Approval of Architectural Services Agreement**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

With the approval of the November 5th referendum the district will begin the design phase of the facilities improvement plan. Throughout the pre-referendum process representatives from Wold Architects and Engineers served as facilitators for our district comprehensive facilities planning committee.

It is typical that once a bond referendum passes the school district enters into an agreement with an architectural firm to provide architectural services. Tonight, district administration is recommending entering in to an architectural services agreement with Wold Architects and Engineers.

The proposed agreement (AIA Document B132) is included in the board packet.

**RECOMMENDED ACTION:**

Move to approve the agreement AIA Document B132 with Wold Architects and Engineers as presented.



# AIA<sup>®</sup> Document B132<sup>™</sup> – 2009

## Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

**AGREEMENT** made as of the Eighteenth day of October in the year Two Thousand and Nineteen  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

White Bear Lake Area Schools  
Independent School District #624  
4855 Bloom Avenue  
White Bear Lake, Minnesota 55110

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

Wold Architects and Engineers  
332 Minnesota Street, West 2000  
Saint Paul, Minnesota 55101  
Telephone Number: 651-227-7773  
Fax Number: 651-223-5646

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

Basic contract agreement for current and future projects agreed upon in writing by both parties.

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

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

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232<sup>™</sup>–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132<sup>™</sup>–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232<sup>™</sup>–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

§ 1.1.1 The Owner's program for the Project:

*(Identify documentation or state the manner in which the program will be developed.)*

To be determined by separate fee letter.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

To be determined by separate fee letter.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined by separate fee letter.

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

.1 Design phase milestone dates, if any:

To be delineated by Owner, Architect and Construction manager as design progresses.

.2 Commencement of construction:

Init.

To be delineated by Owner, Architect and Construction manager as design progresses.

**.3** Substantial Completion date or milestone dates:

To be delineated by Owner, Architect and Construction manager as design progresses.

**.4** Other:

To be delineated by Owner, Architect and Construction manager as design progresses.

**§ 1.1.5** The Owner intends to retain a Construction Manager adviser and:

*(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)*

One Contractor

Multiple Prime Contractors

Unknown at time of execution

**§ 1.1.6** The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

*(List number and type of bid/procurement packages.)*

To be delineated by Owner, Architect and Construction manager as design progresses.

**§ 1.1.7** Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)*

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address and other information.)*

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address and other information.)*

N/A

**§ 1.1.10** The Owner will retain the following consultants:

*(List name, legal status, address and other information.)*

- .1** Construction Manager: The Construction Manager is identified on the title page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

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

| (Paragraphs Deleted)

| (Paragraph Deleted)

| (Paragraph Deleted)

| (Paragraph Deleted)

| (Paragraphs Deleted)

| **§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address and other information.)

| Paul Aplikowski will be the primary contact, with multiple representatives from the Architect as appropriate to coordinate with the Scope of the Work.

| **§ 1.1.12** The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address and other information.)

| See Section 4.1 for a delineation of Basic and Additional Services

Init.

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BKBM Engineers  
5930 Brooklyn Blvd.  
Minneapolis, MN 55429-2518

.2 Mechanical Engineer:

Hallberg Engineering  
1750 Commerce Court  
White Bear Lake, Minnesota 55110

And others as needed to accomplish the project. The Architect will consult with the Owner on any consultant additions.

.3 Electrical Engineer:

Hallberg Engineering  
1750 Commerce Court  
White Bear Lake, Minnesota 55110

And others as needed to accomplish the project. The Architect will consult with the Owner on any consultant additions.

§ 1.1.12.2 Consultants retained under Additional Services:

.4 Civil Engineer:

Larson Engineering, Inc.  
3524 Labore Road  
White Bear Lake, Minnesota 55110

And others as needed to accomplish the project. The Architect will consult with the Owner on any consultant additions.

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

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

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

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

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

§ 2.6.1 Comprehensive General Liability with policy limits of \$2,000,000 per claim / \$2,000,000 aggregate for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of \$1,000,000 per occurrence combined single limit and aggregate for bodily injury and property damage.

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

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability.

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of \$5,000,000 per claim / \$7,000,000 aggregate per claim and in the aggregate.

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

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services, civil engineer, cost estimating, food service, pool, theater, acoustic, and landscaping consultant will be hired by Architect as services are required as part of Basic Services.. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants.

Init.

The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

**§ 3.1.5** Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

**§ 3.1.6** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

**§ 3.1.7** The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.8** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches if requested by Owner. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider, if requested by Owner, environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

Init.

**§ 3.2.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.2.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.2.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. The Architect will update the estimate of the Cost of the Work based on the Design Development Scope and Drawings.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents. The Architect shall advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.3.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the

form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms. The Architect shall update the estimate of the Cost of the Work based on the Construction Documents.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents. The Architect shall advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4.5** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

**§ 3.4.6** The Architect shall work with the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall have the primary responsibility to complete the required documents and ensure that they are properly filed on behalf of the Owner. The Architect shall observe those applicable laws, statutes, ordinances, codes, rules and regulations in force and publically announced as of the date of this agreement or as of the date of subsequent compensation amendments whichever is the latter.

**§ 3.4.7** Owner understands that relatively few guidelines are available with respect to compliance with Americans with Disabilities Act (ADA). Architect is aware of developments in this field, including ADA guidelines that are incorporated in the building code, and legal decisions, but cannot guarantee or warrant that Architect's opinion of appropriate compliance measures will be found valid.

### **§ 3.5 Bidding or Negotiation Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1** facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2** participating in a pre-bid conference for prospective bidders, and
- .3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** In the event the lowest bid (or bids) exceeds the budget for the Project or a bid section of the project, the Architect, in consultation with and at the direction of the Owner, shall provide such modifications in the Contract Documents as necessary to bring the cost of the Project within the budget, unless Owner directs the Architect to bid a project estimated over budget.

**§ 3.5.3.2** Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

**§ 3.5.3.3** The Architect shall assist the Owner and Construction Manager in obtaining proposals by

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- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.4 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2009, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the end of the one year Contractor’s construction warranty period.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1** Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2** Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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

**§ 3.6.3.4** The Architect shall maintain a record of the applications and certificates for payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

**§ 3.6.5.3** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

**ARTICLE 4 ADDITIONAL SERVICES**

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

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

<b>Services</b>	<b>Responsibility (Architect, Owner or Not Provided)</b>	<b>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</b>
§ 4.1.1 Programming	Basic Services	
§ 4.1.2 Multiple preliminary designs	N/P	
§ 4.1.3 Measured drawings	Owner	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site evaluation and planning (B203™–2007)	Basic Services	
§ 4.1.6 Building information modeling	N/P	
§ 4.1.7 Civil engineering	Basic Services	
§ 4.1.8 Landscape design	Basic Services	
§ 4.1.9 Architectural interior design (B252™–2007)	Basic Services	
§ 4.1.10 Value analysis (B204™–2007)	N/P	
§ 4.1.11 Detailed cost estimating	Basic Services	
§ 4.1.12 On-site project representation (B207™–2008)	N/P	
§ 4.1.13 Conformed construction documents	N/P	
§ 4.1.14 As-designed record drawings	N/P	
§ 4.1.15 As-constructed record drawings	N/P	
§ 4.1.16 Post occupancy evaluation	N/P	
§ 4.1.17 Facility support services (B210™–2007)	N/P	
§ 4.1.18 Tenant-related services	N/P	
§ 4.1.19 Coordination of Owner’s consultants	Basic Services	
§ 4.1.20 Telecommunications/data design	Additional Services	See 4.2 and 11.1
§ 4.1.21 Security evaluation and planning (B206™–2007)	Additional Services	See 4.2 and 11.1
§ 4.1.22 Commissioning (B211™–2007)	N/P	
§ 4.1.23 Extensive environmentally responsible design	Additional Services	Fee to be negotiated, See 11.2
§ 4.1.24 LEED® certification (B214™–2007)	Additional Services	Fee to be negotiated, See 11.2
§ 4.1.25 Historic preservation (B205™–2007)	Additional Services	Fee to be negotiated, See 11.2
§ 4.1.26 Furniture, furnishings, and equipment design (B253™–2007)	Additional Services	See 4.2 and 11.1

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

Architect will coordinate efforts of Engineering services hired directly by Owner as they relate to the contracted work.

For telecommunications and data design Architect will provide typical infrastructure for building. Design and acquisition of any phone systems, computers or similar equipment to be utilized in building and are an additional service (see section 11.1).

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Architect will provide basic layouts for furniture, fixtures and equipment as a result of information gathered during design process. This is not intended to be a comprehensive list of FF&E needs, but rather a design concept of how FF&E might be used in the design of the space. Full furniture procurement is an additional service (see section 11.1).

**§ 4.3** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

*(Paragraph Deleted)*

§ 4.3.4 If the services covered by this Agreement have not been completed within forty-eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

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

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

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

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. Any additional costs incurred or anticipated by the Architect shall be submitted to the Owner for agreement in writing prior to proceeding.

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

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands;

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adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

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

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner's obligation to furnish legal services does not require the Owner to defend or indemnify the Architect or the Architect's alleged wrongful or negligent acts.

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

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's Services.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

## ARTICLE 6 COST OF THE WORK

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

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

**§ 6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

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

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

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.2, the Architect, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6. If the budget or scope is increased by the Owner, the Architect shall submit any additional fees based on the scope increase for the Owner's approval prior to proceeding.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

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

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

§ 8.1.4 The Architect and Owner shall not waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. In no event shall either the Architect or Owner be responsible for consequential damages that do not result from their negligent or wrongful conduct.

### § 8.2 Mediation

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

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**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

Litigation in a court of competent jurisdiction

Other: *(Specify)*

*(Paragraphs Deleted)*

## **ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

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

**§ 9.4** This Agreement may be terminated by the Owner upon seven (7) days written notice to Architect in its sole discretion. The Architect may terminate this Agreement only in the event of substantial non-performance by the Owner. In the event the Architect proposes to terminate this Agreement, the Architect shall notify the Owner in writing stating with specificity the alleged non-performance and further stating that the proposed termination shall be effective if the non-performance remains uncorrected for a period not less than 15 days following said notice.

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

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

*(Paragraph Deleted)*

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction.

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

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

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

*(Insert amount of, or basis for, compensation.)*

A. Format for Fixed Fees Assigned to Specific Projects:

\*New Building: 6% x Construction Cost Estimate

\*Simple Addition: 7% x Construction Cost Estimate

\*Additions with Remodeling: 7.5% x Construction Cost Estimate

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User Notes:

(3B9ADA4A)

- \*Remodeling: 7.5% x Construction Cost Estimate
- \* "Gut" Job Renovations: 8.5% x Construction Cost Estimate

Commissioning by separate contract.

B. Furnish and Equipment Services (if requested)  
Fixed Fee Based on 6% of the Furnishings Cost Documented by Wold

C. Technology and Data Design and Security  
Fixed Fee Based on 10% of the Technology and Data and Security Costs documented by Wold

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

For any proposed additional services, Architect will propose Fixed Fees as defined in 11.1 in written form for approval before proceeding. If the Owner prefers an Hourly rate, it shall be proposed as 1.25 x (salary plus overhead)

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

For any proposed additional services, Architect will propose Fixed Fees as defined in 11.1 in written form for approval before proceeding. If the Owner prefers an Hourly rate, it shall be proposed as 1.25 x (salary plus overhead)

**§ 11.4** Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect times 1.25.

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Bidding or Negotiation Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

Employee or Category	Rate (\$0.00)
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**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 mileage based on Federal rates in connection with the project and Owner requested out-of-state travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project, including government agency review and permit fees;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

*(Paragraphs Deleted)*

- .8 Architect’s Consultant’s expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent ( 10 % ) of the expenses incurred.

**§ 11.9 Compensation for Use of Architect’s Instruments of Service**

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

**§ 11.10 Payments to the Architect**

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

**§ 11.10.2** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

Local rate of interest as set by Minnesota Statute.

**§ 11.10.3** The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

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

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

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

This Agreement shall terminate if the November 2017 Referendum being conducted by the Owner does not pass, and funds are not available to undertake the projects.

## ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:  
*(List other documents, if any, including additional scopes of service forming part of the Agreement.)*

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

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Paul Aplikowski | AIA, LEED AP  
Partner

\_\_\_\_\_  
(Printed name and title)

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AGENDA ITEM: **Action on Approval of Property Purchase Agreements**

MEETING DATE: **November 12, 2019**

SUGGESTED DISPOSITION: **Operational Item**

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

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**BACKGROUND:**

A key component of the development of the current North Campus site to become a unified high school is the relocation of the transportation facility to a different location. District administration has identified a site that will meet the districts needs for a transportation facility including site location and access, total acreage, and anticipated overall costs.

Additionally, the board has discussed the acquisition of property near the high school site if it is beneficial to the plan and as the property becomes available. A property owner near the high school site has approached the district with a proposal to purchase property.

The two purchase agreements we will be discuss in closed session pursuant to Minn. Stat. 13D.05, subd. 3(c) to consider an offer to purchase property identified as PID #300312140016 located in the City of Hugo, Washington County, State of Minnesota and PID #143022120014 located in the City of White Bear Lake, Ramsey County, State of Minnesota prior to tonight's vote.

**RECOMMENDED ACTION:**

Move to approve the purchase agreements for the property described as PID #3003121410016, located in the City of Hugo, County of Washington, State of Minnesota and PID #143022120014, located in the City of White Bear Lake, County of Ramsey, State of Minnesota. The Board authorizes the Superintendent, Assistant Superintendent for Finance and Operations, or superintendent's designee to sign all documents as necessary to acquire said properties.

Board Chair

Date: November 12, 2019

Clerk:

Date: November 12, 2019